

# Government of Yobe State

## STANDARD BIDDING DOCUMENT

### for the Procurement of Works

**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:**

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

**Procurement Reference No:**

**Procuring Entity:**

**Date of Issue:**

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# BIDDING DOCUMENT FOR THE PROCUREMENT OF

## PROCUREMENT REFERENCE NO:

### PART I BIDDING PROCEDURES

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## Part I: Bidding Procedures and Related Forms

### 1. References

The definitions used in the General Conditions of Contract for the Procurement of Works shall apply to this Standard Bidding Document. The terms and requirements in the Public Procurement Law ..... and the subsisting Public Procurement Guidelines govern the submission of Bids and should be read by all Bidders.

### 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 and related documents in Part 3;
- 2) a copy of your certificate of registration demonstrating your registered supplier status;
- 3) a copy of your Tax Clearance Certificate;
- 4) *[list any other documents required, including any documents to demonstrate eligibility and/or administrative compliance]*

You are advised to carefully read the complete Bidding Document, including the General Conditions of Contract which are available on the Yobe State Bureau on Public Procurement (Bureau)'s website <http://www.....>, before preparing your Bid. 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.

### 4. Lots and Packages

The requirement may be divided into lots and packages, if indicated in Part 2, Statement of Requirements. *[State whether Bidders may bid for more than one lot or package and, if so, the maximum number that may be bided for and any conditions to be met by bidders for any particular lot or package.]*

### 5. Clarification

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

### 6. Pre-bid meeting and Site Visit

A pre-bid meeting will be held at *[state time, date and place of any pre-bid meeting or delete if none will be held.]* A site visit conducted by the Procuring Entity *(shall be or shall not be)* organized. *(If to be organized, please state time, date and place of site visit but no later than 2 weeks prior to date of bid opening)*

### 7. Validity of Bids

The bid validity period required is *[insert number of days which shall be at least sixty days, in the case of bids from domestic bidders, and ninety days in the case of bids from foreign bidders]* from the deadline for submission of bids.

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#### 8. 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 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, 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 of the marked bid box into which the sealed Bids should be placed.]*

#### 9. Bid opening

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

#### 10. 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.

#### 11. Time for Completion

The time for completion of the Works is stated in the Special Conditions of Contract in Part III.

#### 12. Bid Prices and Discounts

The bid rates and prices shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works and shall include all taxes and duties. The whole cost of performing the works shall be included in the items stated and the cost of any incidental works shall be deemed to be included in the prices quoted. Bidders shall include a contingency of *[insert percentage or delete if admeasurement contract is used]*% of their Bid price, where indicated in the Summary of Bill of Quantities).

The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities or Schedule of Activities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates or prices for other items in the Bill of Quantities or Schedule of Activities.

The price quoted in the Bid Submission Sheet shall be the total price of the Bid, excluding discount. The Bidder shall quote any discounts and the methodology of its application in the Bid Submission Sheet.

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## PROCUREMENT REFERENCE NO:

### PART I BIDDING PROCEDURES

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#### 13. Currency

Tenders should be priced in Nigerian Naira.

*[or]*

Tenders should be priced in Nigerian Naira or any other freely convertible currency. The currency of evaluation will be Nigerian Naira. Bids in other currencies 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, see <http://www.cbn.gov.ng/>. *[delete if alternative currencies not permitted]*

#### 14. 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]* using the form of Bid Security in Part II.

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.

#### 15. Origin of Materials, Equipment and Services:

All materials, equipment and services to be used in the performance of the contract shall have as their country of origin an eligible country, as defined in the Special Conditions of Contract.

#### 16. 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 and to confirm that the Bid is administratively compliant;
- 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.

#### 17. Eligibility and Qualification Criteria

Bidders are required to meet the criteria in GCC 7 to be eligible to participate in public procurement and to be qualified for the proposed contract.

Bidders shall demonstrate that they have the qualifications, resources and experience to perform the contract to satisfactory standards, as indicated in the Statement of Requirements.

The obligation to demonstrate qualifications, resources and experience does not apply to Bidders who have successfully passed pre-qualification procedures, where undertaken immediately before the bidding process.

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#### **18. 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 the 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.

#### **19. Right to Reject**

The Procuring Entity reserves the right to accept or reject any Bids 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:

- (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 execute the required works.

(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.

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**PART I BIDDING PROCEDURES**

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**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 Bidder

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.

We declare that we are not debarred from bidding and that the documents we submit are true and correct.

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:**

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

**BIDDING DOCUMENT FOR THE PROCUREMENT OF**

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**PART I BIDDING PROCEDURES**

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**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

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**PART I BIDDING PROCEDURES**

**Qualification Criteria**

Factor	Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
<p><i>1. Financial Resources</i></p>	<p>The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the cash-flow requirement for the contract of not less than</p> <p>.....<i>(indicate required cash flow in Naira, calculated as 25% of the estimated project cost)</i></p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>Must meet _____ percent (____%) of the requirement</p>	<p>Must meet _____ percent (____%) of the requirement</p>	<p>Form 3</p>

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Factor	Experience					
Sub-Factor	<i>Criteria</i>					<i>Documentation Required</i>
	<i>Requirement</i>	<i>Bidder</i>				
		<i>Single Entity</i>	<i>Joint Venture, Consortium or Association</i>			
			<i>All partners combined</i>	<i>Each partner</i>	<i>At least one partner</i>	
1. General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 years prior to the bid submission deadline, and with activity in at least 9 months in each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form 4
2. Specific Experience	Participation as contractor, management contractor, or subcontractor, in at least two contracts within the last 5 years each with a value of at least _____ <i>(calculated as 1.1 times the estimated project cost)</i> , that have been successfully and substantially completed (at least 80 percent complete) and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in <b>Part 2</b> , Procuring Entity's Requirements.	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form 5

**BIDDING DOCUMENT FOR THE PROCUREMENT OF**

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**PART I BIDDING PROCEDURES**

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**FORM 1 – FINANCIAL SITUATION**

**Historical Financial Performance**

Bidder's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_

Bidding No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

To be completed by the Bidder and, if JV, by each partner

Financial information in Naira equivalent	Information for previous year (Naira equivalent)
Information from 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)	
Annual Turnover (previous year)	
Year	Amount

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

- Must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies
- Must be audited by a certified accountant
- Must be complete, including all notes to the financial statements

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### **PART I BIDDING PROCEDURES**

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- Must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

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**FORM 2 FINANCIAL RESOURCES**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract.

Source of financing	Amount (Naira)
1.	
2.	
3.	
4.	

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**PART I BIDDING PROCEDURES**

**FORM 3 GENERAL EXPERIENCE**

Bidder's Legal Name: \_\_\_\_\_  
 JV Partner Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 Bidding No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Bidder
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

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**FORM 4 SPECIFIC EXPERIENCE**

Bidder's Legal Name: \_\_\_\_\_  
 JV Partner Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 Bidding No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Similar Contract Number: ___ [insert specific number] of ___ [insert total number of contracts required].</b>	<b>Information</b>		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		Naira _____
If partner in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	Naira _____
Employer's Name:	_____		
Address:	_____ _____ _____		
Telephone/fax number:	_____ _____		
E-mail:	_____		

**BIDDING DOCUMENT FOR THE PROCUREMENT OF**

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**FORM 4 SPECIFIC EXPERIENCE (CONT.)**

Bidder's Legal Name: \_\_\_\_\_  
JV Partner Legal Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Similar Contract No. <i>__ [insert specific number] of __ [insert total number of contracts] required</i></b>	<b>Information</b>
Description of the similarity in accordance with Qualification Criteria:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

**BIDDING DOCUMENT FOR THE PROCUREMENT OF**

**PROCUREMENT REFERENCE NO:**

**PART II      PROCURING ENTITY'S REQUIREMENTS**

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**PART II: PROCURING ENTITY'S REQUIREMENTS**

**Scope of Works**

Procurement Reference Number: \_\_\_\_\_

*[Insert all required details of the works. For further guidance, see the full tender document for works].*

**Brief Description of Works**

**Location of Works**

**Commencement and Completion Periods Required**

# BIDDING DOCUMENT FOR THE PROCUREMENT OF

## PROCUREMENT REFERENCE NO:

### PART II      PROCURING ENTITY'S REQUIREMENTS

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## Specifications

The Works are to be performed in accordance with the following attached Works specifications

1. *[Insert all required specifications].*
- 2.
- 3.
- 4.
- 5.

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**Drawings**

*[Insert all drawings here].*



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### PART II      PROCURING ENTITY'S REQUIREMENTS

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## Form of Bid-Security

### *(Bank Guarantee)*

*[This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its bid, if so indicated in the BDS]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Employer]*

Whereas, *[insert complete name of Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[insert date (as day, month and year) of bid submission]* for Procurement Reference number *[insert Procurement Reference number]* for the construction of *[insert brief description of the Works]* (hereinafter called "the bid").

KNOW ALL PEOPLE by these presents that We *[insert complete name of institution issuing the Bid Security]* of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter called "the Guarantor") are bound unto *[insert complete name of Employer]* (hereinafter called "the Employer") in the sum of *[specify in words and figures the amount and currency of the Bid Security]* for which payment well and truly to be made to the said Employer, the Guarantor binds itself, its successors or assignees by these presents.

Sealed with the Common Seal of the said Guarantor this *[insert day in numbers]* day of *[insert month]*, *[insert year]*.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified in the bid submission sheet; or
- (2) If the Bidder having been notified of the acceptance of its bid by the Employer during the period of bid validity fails or refuses to: (a) sign the Contract., or (b) furnish the required Performance Security as required, or (c) accept correction of its bid price.

we undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer's having to substantiate its demand, provided that in its demand the Employer states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including *[insert date, month and year in accordance with ITB Clause 18.3]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Signed: *[insert signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Bid Security]*

In the capacity of *[insert legal capacity of person signing the Bid Security]*



**BIDDING DOCUMENT FOR THE PROCUREMENT OF**

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**PART II      PROCURING ENTITY'S REQUIREMENTS**

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**BIDDING DOCUMENT FOR THE PROCUREMENT OF**

**PROCUREMENT REFERENCE NO:**

**PART III CONTRACT**

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**Part III Contract**

# **BIDDING DOCUMENT FOR THE PROCUREMENT OF**

**PROCUREMENT REFERENCE NO:**

**PART III    CONTRACT**

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## **GENERAL CONDITIONS OF CONTRACT**

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

**BIDDING DOCUMENT FOR THE PROCUREMENT OF**

**PROCUREMENT REFERENCE NO:**

**PART III CONTRACT**

**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 reference	Special Conditions
1.1(h)	<b>The Contractor is:</b> _____ <i>[insert the name, address and contact details of Contractor].</i>
1.1(t)	<b>The Intended Completion Date for the Whole Works is:</b> _____ <i>[insert the period of duration of the contract]</i>
1.1 (w)	<b>The Project Manager is:</b> _____ <i>[insert the name, address and contact details of Project Manager. If there would be no Project Manager appointed for the Contract, the authorised representative of the Procuring Entity shall act as the Project Manager]</i>
1.1(x)	<b>The Procuring Entity is:</b> _____ <i>[insert the name, address and contact details of Procuring Entity]</i>
1.1(z)	<b>The Site is located at:</b> _____ <i>[insert the exact location of the project site].</i>
1.1(cc)	<b>The Start Date shall be:</b> _____ <i>[insert the exact start date of the contract].</i>
1.1(hh)	<b>The Works consist of:</b>  _____  _____  <i>[insert a brief description of the Works that the Contractor will construct, install and turn over to the Procuring Entity]</i>
2.4	<b>The Contract is a:</b> <i>[insert admeasurement contract or lump-sum contract]</i>
2.5	<b>The documents that form part of the Contract shall be following:</b>  <ul style="list-style-type: none"> <li>a. the Contract Agreement,</li> <li>b. the Letter of Acceptance,</li> <li>c. the Contractor’s Bid Submission Sheet,</li> <li>d. the Special Conditions of Contract,</li> <li>e. the General Conditions of Contract,</li> <li>f. the Procuring Entity’s Requirements,</li> <li>g. the Contractor’s Bill of Quantities or Schedule of Activities (as applicable), and</li> <li>h. any other documents submitted by the Contractor forming part of the Contract.</li> </ul> <p>The priority of the documents shall be in the aforementioned order. If there would be any discrepancy or inconsistency, the Project Manager shall issue any necessary clarification.</p>
4.1	<b>The Project Manager’s decisions</b> shall be limited to the following:

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GCC reference	Special Conditions
	<p>(a) issuing a variation order equal to 15% of the Initial Contract Amount in accordance with GCC Sub-clause 31.1(b);</p> <p>(b) the total cost of compensation events the Contractor is entitled to equal to 10% of the Contract Amount determined per GCC Sub-clause 34; and</p> <p>(c) any consequent extension of time that should be issued under (a) and (b).</p> <p>On circumstances that exceeded the aforementioned limits, prior approval of the Procuring Entity is required.</p> <p><i>[These provisions should be carefully inserted by the Procuring Entity. Please delete these provisions if procuring entity believes that the Project Manager should carry out all contract management responsibility on its behalf.]</i></p>
5.1	<p><b>Delegation:</b> <i>[Specify any limitation on the Project Manger’s powers of delegation or delete.]</i></p>
7.3	<p><b>Ineligible countries:</b> Nationals of the following countries are ineligible for performance of this Contract <i>[Insert ineligible countries or state none]</i></p>
7.4	<p><b>The limit of subcontract</b> is: _____ <i>[state a percentage if required; if subcontracting is not applicable, please delete].</i></p> <p>If subcontracting is allowed, this shall not diminish or affect the contractor’s responsibility for fulfilling its obligations under a Contract</p>
7.5	<p><b>The Schedule of Other Contractors</b> is:</p> <p><i>[insert the schedule of other contractors as applicable]</i></p>
10.1	<p><b>The minimum insurance amounts and deductibles shall be:</b></p> <p>(a) for loss or damage to the Works, Plant and Materials: <i>[insert currency and amount].</i></p> <p>(b) For loss or damage to Equipment: <i>[insert currency and amount].</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[insert currency and amount].</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor’s employees: <i>[insert currency and amount].</i></p> <p>(ii) of other people: <i>[insert currency and amount].</i></p>
11.2	<p><b>The data on Site</b> are outlined in the following documents:</p> <p>_____</p> <p>_____</p> <p><i>[insert any documents provided by Procuring Entity that relates to site data. If there is none, please delete]</i></p>
16.1	<p><b>The Site Possession Date</b> shall be: <i>[insert location(s) and date(s)]</i></p>
19.1	<p>The Contractor shall submit a <b>Programme for the Works</b> within 14 days after the date of the Letter of Acceptance <i>[or state such alternative period as is allowed].</i></p>

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GCC reference	Special Conditions
19.3	<p>No <b>programme updates</b> shall be required unless specifically requested by the Procuring Entity</p> <p><i>[If programme updates are required, amend to the following text]</i></p> <p>The Contractor shall submit for approval an updated Programme for the Works within 14 days from the date of any change made to the Contract.</p>
26.1	<p><b>The Defects Liability Period is:</b> <i>[insert number]</i> months.</p> <p><i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i></p>
32.2	<p><b>The rate of interest for late payment is</b> <i>[state the annual interest rate as a percentage of the amount outstanding]</i> to be calculated on a pro rata basis for the period of delay.</p>
34.2	<p><b>Adjustment of the Contract Price:</b> The Project Manager shall not adjust the Contract Price if taxes, duties, and other levies are changed during the period from Start date to the date the Completion certificate<i>[State any arrangement under which the Contract Price may be adjusted or delete if inapplicable.]</i></p>
35.1	<p>The <b>retention</b> shall be <i>[State percentage to be retained, normally five percent (5%) of each payment certificate].</i></p>
36.1	<p>The <b>Liquidated Damages</b> shall be _____ per day of delay<i>[please insert an applicable amount per day that may be calculated as 1 percent of the Contract amount, or contract amount divided by the time for completion, whichever is higher].</i></p> <p>The total liquidated damages (LD) shall not exceed _____ <i>(insert the maximum percentage that can be 10%)</i> of the Contract Amount, or _____ <i>(indicate an amount in the currency of the Contract).</i></p>
37.1	<p>A <b>Bonus for Early Completion</b> shall be paid at a rate per calendar day of <i>[state any bonus payment or delete.]</i></p>
38.1	<p>No <b>advance payment</b> shall be made.</p> <p style="text-align: center;"><b>OR</b></p> <p>The advance payment shall be <i>[state amount, which shall not exceed 50% of the Contract Price]</i>, and shall be paid to the Contractor no later than <i>[insert number of days]</i> from receipt of an acceptable Bank Guarantee according to the format in Part III.</p>
39.1	<p>The <b>Performance Security</b> shall be provided according to the format in Part III and shall be a Bank Guarantee in the amount of _____ <i>(indicate the applicable percentage)</i> the Contract Amount in the form of</p> <p><i>[A Bank Guarantee shall be unconditional (on demand). An amount of 5 to 10 percent of the Contract Price is commonly specified for Performance Bank Guarantees.]</i></p>
45.1	<p><b>45.1</b> The date to supply <b>as-built operating manuals</b> shall be <i>[state date, which should normally be within 14 days following issue of Completion Certificate.]</i></p>

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<b>GCC reference</b>	<b>Special Conditions</b>
<b>45.2</b>	<b>The amount to be withheld</b> shall be _____ <i>[normally 0.01 percent of the Contract amount per day of delay or any appropriate amount]</i> per day of delay
<b>48.1</b>	The percentage to apply to the value of the <b>work not completed</b> , representing the Procuring Entity's additional cost for completing the Works, is <i>[insert percentage]</i> .

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**CONTRACT FORMS**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Tenderer after contract award.

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**LETTER OF ACCEPTANCE**

*[To be produced on letterhead paper of the Procuring Entity]*

To:

*[name and address of the successful Tenderer]*

**Subject: Letter of Acceptance**

This is to notify you that your Bid dated..... *[insert date]* for the execution of the . . . . .*[insert name of the contract and procurement reference number, as given in the Appendix to Tender]* for the Accepted Contract Amount of the equivalent of . . . . .*[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our ..... *[insert the appropriate designation for the Procuring Entity, such as Ministry/Agency/Council]*.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Part III of the Tendering Document. *[Delete page if no Performance Security is required in the SCC]*

<b>Signed:</b>	..... <i>[insert signature of authorised person]</i>
<b>Name:</b>	..... <i>[insert complete name of person signing]</i>
<b>In the capacity of:</b>	..... <i>[insert legal capacity of person signing]</i>
<b>Duly authorized to sign the tender for and on behalf of</b>	..... <i>[insert complete name of Procuring Entity]</i>
<b>Date:</b>	..... day of ..... {DD/MM/YY}

Attachment: Contract Agreement

**BIDDING DOCUMENT FOR THE PROCUREMENT OF**

**PROCUREMENT REFERENCE NO:**

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the *[insert date]* day of *[insert month]*, *[insert year]*, between *[name of the Procuring Entity]* (hereinafter “the Procuring Entity”), of the one part, and *[name of the Contractor]* (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Works known as *[name of the Contract]* should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance;
  - (b) the Contractor’s Bid;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Procuring Entity’s Requirements (Specifications and Drawings);
  - (f) the completed Bill of Quantities or Schedule of Activities; and
  - (g) any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 and the applicable federal law of Nigeria on the day, month and year indicated above.

**For and on behalf of the Procuring Entity**

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

**For and on behalf of the Contractor**

<b>Signed:</b>	.....
<b>Name:</b>	.....

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**In the capacity of:** .....[Title or other appropriate designation]

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

**For and on behalf of each member of the Joint Venture**

Signed: .....  
Name of member: .....  
In the capacity of: ..... [Title or other appropriate designation]

Signed: .....  
Name of member: .....  
In the capacity of: ..... [Title or other appropriate designation]

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**PERFORMANCE SECURITY**

*[Delete page if no Performance Security is required in the SCC]*

*[The issuing bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]*

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

Title of the procurement: *[Insert general title of the procurement]*

Procurement Reference No: *[insert reference]*

Bank’s Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:***[insert complete name of Procuring Entity]*

Performance Guarantee No:

We have been informed that ..... *[name of the Contractor]*, (hereinafter called “the Contractor”) has entered into Contract No. . . . . *[procurement reference number of the Contract]*. dated *[insert day and month]*, *[insert year]*, with you, for the execution of ..... *[name of contract and brief description of Works]* (hereinafter called “the Contract”).

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

At the request of the Contractor, we ..... *[name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *[name of the currency and amount in figures]*<sup>1</sup>.... (. . . . . *[amount in words]*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . day of . . . . . , . . . . .<sup>2</sup>, and any demand for payment under it must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed ....*[six months][one year]*, in response to the Procuring Entity’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....  
***[Seal of Bank and Signature(s)]***

**Note –**  
*All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

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**ADVANCE PAYMENT SECURITY**

*[Delete page if no Advance Payment is required in the SCC]*

*[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year)]*  
Procurement Reference No: *[insert reference]*

*[Issuing bank’s letterhead]*

**Beneficiary:** *[insert legal name and address of Procuring Entity]*

**ADVANCE PAYMENT GUARANTEE No.:***[insert Advance Payment Guarantee no.]*

We have been informed that ..... *[name of the Contractor]* (hereinafter called “the Contractor”) has entered into Contract No..... *[procurement reference number of the Contract]*, dated*[insert day and month]*, *[insert year]* with you, for the execution of ..... *[name of contract and brief description of Works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum .....*[name of the currency and amount in figures]* <sup>1</sup>(..... *[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we ..... *[name of the Bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *[name of the currency and amount in figures]* \*(..... *[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number ..... *[Contractor’s account number]*. at ..... *[name and address of the Contractor’s Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated 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 eighty (80) percent of the Contract Price has been certified for payment, or on the ..... day of .....<sup>2</sup>, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Procuring Entity’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.  
.....

***[Seal of Bank and Signature(s)]***.....

**Note –**

*All italicized text is for guidance in preparing this demand guarantee and shall be deleted from the final document.*

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

*2 Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an*

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*extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*