



INSTITUTE OF HUMAN  
VIROLOGY, NIGERIA

## **BID DOCUMENT**

National Competitive Bidding

### **BID TITLE: Maintenance Work at GeneXpert Sites in 14 States**

NCB No.: NCB/IHVN/GF PPM/009/2023

**MAINTENANCE WORK AT 29 GENEXPERT SITES IN NIGERIA**

Issued on: 27<sup>th</sup> October 2023.

## Abbreviations and Acronyms

• BDS	Bid Data Sheet
• CV	Curriculum Vitae
• CPT	Carriage Paid To
• GF	Global Fund
• GFP	Ground Fault Protectors
• G	Gram
• HSE	Health, Safety and Environmental
• IHVN	Institute of Human Virology-Nigeria
• ITB	Invitation to Bid
• INCOTERM	International Commercial Term
• JV	Joint Venture
• LOI	Letter of Interest
• NGN	Nigerian Naira
• N/A	Not Applicable
• OFCCP	Office of Federal Contract Compliance Program
• PO	Purchase Order
• RFB	Request for Bid
• SOP	Standard Operating Procedures
• SQ MM	Square Meter
• %	Percentage

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## Section I. LETTER OF INVITATION

The Institute of Human Virology-Nigeria (IHVN) Procurement Unit on behalf of the Institute hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- a) Section I: This Letter of Invitation
- b) Section II: Instruction to Bidders
- c) Section III: Bid Data Sheet (BDS)
- d) Section IV: Evaluation and qualification criteria
- e) Section V: Returnable Bidding forms
  - 1. Form A: Bid Submission Form
  - 2. Form B: Bidder Information Form
  - 3. Form C: Joint Venture/Consortium/Association Information Form
  - 4. Form D: Eligibility and Qualification Forms
  - 5. Form E: Curriculum Vitae
  - 6. Format F: Work schedule and planning of deliverables
  - 7. Form G: Form of Bid Security
  - 8. Annex I : Completed BoQ / Price Schedule
- Leaflets (documentation) of equipment when appropriate.
- Section VI: Schedule of requirements
- Section VII: General Conditions of Contract
- Section VIII: Special Conditions of Contract
- Section IX: Contract forms

- a) Annex I Bill of Quantities and price breakdown.

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in the Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to **bids@ihvnigeria.org** indicating whether you intend to submit a Bid or otherwise. Please also indicate the contact person and e-mail address. This will enable you to receive amendments or updates and clarifications to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

IHVN looks forward to receiving your Bid and thank you in advance for your interest in IHVN procurement opportunities.

Issued by

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Name: Opute Ifeoma  
Title: DD Procurement  
Date: 31<sup>st</sup> Aug, 2023.

## Section II. INSTRUCTION TO BIDDERS (ITB)

<b>A. GENERAL PROVISIONS</b>	
<b>1. Introduction</b>	1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by IHVN. This ITB is conducted in accordance with International Standard Practice.
	1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by IHVN. The Institute is under no obligation to award a contract to any Bidder as a result of this ITB.
	1.3 IHVN reserves the right to cancel the procurement process at any stage without any liability of any kind for IHVN, upon notice to the bidders or publication of cancellation notice on IHVN website.
	1.4 As part of the bid, it is desired that the Bidder registers with the Institute through the legal unit. The Bidder may still submit a bid even if not registered with the Institute. However, if the Bidder is selected for contract award, the Bidder must register with IHVN prior to contract signature.
<b>2. Fraud &amp; Corruption, Gifts and Hospitality</b>	2.1 IHVN strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of IHVN vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. IHVN's Anti-Fraud email: <a href="mailto:speakout@ihvnigeria.org">speakout@ihvnigeria.org</a> can be reached at all times to report any foul play at any level.
	2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to IHVN staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	2.3 In pursuance of this policy, IHVN: <ul style="list-style-type: none"> <li>a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question.</li> <li>b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing an IHVN contract.</li> </ul>
	2.4 All Bidders must adhere to the Global Fund Supplier Code of Conduct, which may be found at: <a href="https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf">https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf</a>
<b>3. Eligibility</b>	3.1 A vendor cannot participate in IHVN tenders if they are suspended, debarred, or otherwise identified as ineligible by IHVN, GF, OFCCP or any other international Organization. Vendors are therefore required to disclose to IHVN whether they are subject to any sanction or temporary suspension imposed by these organizations.
	3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by IHVN in Section 6.

<b>4. Conflict of Interests</b>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>(i) Are or have been associated in the past 6 months, with a firm or any of its affiliates which have been engaged by IHVN to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>(ii) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</li> <li>(iii) Are found to be in conflict for any other reason, as may be established by, and at the discretion of IHVN</li> </ul> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to IHVN, and seek the Institute's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of IHVN staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to IHVN's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
<b>B. PREPARATION OF BIDS</b>	
<b>5. General Considerations</b>	<p>5.1 In preparing the Bid, the Bidder is expected to examine the Bidding Documents in detail. Material deficiencies in providing information requested in the document or its annexes may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the documents. Should such errors or omissions be discovered, the Bidder must notify the IHVN accordingly.</p>
<b>6. Cost of Preparation of Bid</b>	<p>6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. IHVN shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<b>7. Language</b>	<p>7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and IHVN, shall be written in English.</p>

8. <b>Documents Comprising the Bid</b>	<b>8.1</b> The Bid shall comprise of the following documents and related forms which details are provided in the <b>BDS</b> : <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Any attachments and/or appendices to the Bid.</li> </ul>
9. <b>Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<b>9.1</b> The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section IX and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to IHVN's satisfaction.
10. <b>Technical Bid Format and Content</b>	<b>10.1</b> The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section IX of the ITB.
	<b>10.2</b> Samples of items, when required as per Section 4, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to IHVN. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
	<b>10.3</b> When applicable and required as per Section 4, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the IHVN. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
	<b>10.4</b> When applicable and required in the <b>BDS</b> , the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. <b>Price Schedule</b>	<b>11.1</b> The Price Schedule shall be prepared using the <b>BOQ</b> and taking into consideration the requirements in the ITB.
	<b>11.2</b> Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. <b>Bid Security</b>	<b>12.1</b> A Bid Security, if required by <b>BDS</b> , shall be provided in the amount and form indicated in the <b>BDS</b> . The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
	<b>12.2</b> The Bid Security shall be included along with the Bid. If a Bid Security is required by the BDS but is not found in the Bid, the offer shall be rejected.
	<b>12.3</b> If the Bid Security amount or its validity period is found to be less than what is required by IHVN, the Institute may reject the Bid.
	<b>12.4</b> In the event an electronic submission is allowed in the <b>BDS</b> , Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in <b>BDS</b> .
	<b>12.5</b> The Bid Security may be forfeited by IHVN, and the Bid rejected, in the event of any, or a combination, of the following conditions: <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>(i) to sign the Contract after IHVN has issued an award; or</li> <li>(ii) to furnish the Performance Security, insurances, or other documents that IHVN may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> </ul>

<b>13. Currencies</b>	<b>13.1</b> Bids can be expressed in NGN
<b>14. Joint Venture, Consortium or Association</b>	<b>14.1</b> If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: <ul style="list-style-type: none"> <li>• they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and</li> <li>• if they are awarded the contract, the contract shall be entered into, by and between IHVN and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</li> </ul>
	<b>14.2</b> After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IHVN.
	<b>14.3</b> The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IHVN as stated in section IV.
	<b>14.4</b> A JV, Consortium or Association, in presenting its track record and experience should clearly differentiate between: <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul>
	<b>14.5</b> Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.
	<b>14.6</b> JVs, Consortia or Associations are encouraged for high-value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
<b>15. Only One Bid</b>	<b>15.1</b> The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	<b>15.2</b> Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receives or has received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder regarding this ITB process;</li> </ul>



	<p>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.</p>
16. Bid Validity Period	16.1 Bids shall remain valid for the period specified in the <b>BDS</b> , commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by IHVN and rendered non-responsive.
	16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, IHVN may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.
	17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated and the bid security, if any, returned.
18. Clarification of Bid (from the Bidders)	18.1 Bidders may request clarifications on any of the ITB documents no later than the date <b>indicated in the BDS</b> . Any request for clarification must be sent in writing in the manner <b>indicated in the BDS</b> . If inquiries are sent other than specified channel, even if they are sent to an IHVN staff member, the Institute shall have no obligation to respond or confirm that the query was officially received.
	18.2 IHVN will provide the responses to clarifications through the method <b>specified in the BDS</b> .
	18.3 IHVN shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IHVN to extend the submission date of the Bids, unless the Institute deems that such an extension is justified and necessary.
19. Amendment	19.1 At any time prior to the deadline of Bid submission, IHVN may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2 If the amendment is substantial, IHVN may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by <b>BDS</b> , a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IHVN reserves the right to award a contract based on an alternative Bid.
	20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location <b>specified in the BDS</b> . All Bidders are encouraged to attend. Non-attendance however, shall not result in disqualification of an

	interested Bidder. Minutes of the Bidder's conference will be disseminated on the IHVN website and shared by email <b>as specified in the BDS</b> . No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.
<b>C. SUBMISSION AND OPENING OF BIDS</b>	
<b>22. Submission</b>	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the <b>BDS</b>. The Price Schedule shall be submitted together with the Technical Bid. Bids can be delivered either personally, by courier, or by electronic method of transmission as specified in the <b>BDS</b>.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the IHVN General Contract Terms and Conditions.</p>
<b>Hard copy submission</b>	<p>22.4 Hard copy submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is <b>indicated in the BDS</b>. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</li> <li>b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall: <ul style="list-style-type: none"> <li>a) Bear the name of the Bidder;</li> <li>b) Be addressed to IHVN <b>as specified in the BDS</b>; and</li> <li>c) Bear a warning not to open before the time and date for Bid opening <b>as specified in the BDS</b>.</li> </ul> </li> </ul> <p><u>Warning:</u> If the envelope with the Bid is not sealed and marked as required, IHVN shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p> <p>Please also note the following instructions for preparation of the Proposal:</p> <ul style="list-style-type: none"> <li>1. Dividers may be used to separate sections of the document if needed.</li> <li>2. All pages of the proposal shall be numbered in the format '<b>Page X of Y</b>'.</li> <li>3. All copies of the proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to represent the bidder, submit a proposal and bind the bidder to the terms of the RFP. A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the proposal.</li> <li>4. The electronic copy of the proposal and supporting documents on the flash drive should be in PDF, or MS Word compatible format. The Responses to the Requirements should be submitted in the XLS file format supplied by</li> </ul>

		IHVN and using the template distributed with the RFP. The Financial Proposal should be submitted in the XLS file format supplied by IHVN and using the template distributed with the RFP. The Proposed Timeline project plan should be either in MS Project MPP, XLS or PDF format.
<b>Email submissions</b>	22.5	Electronic submission through email, if allowed as specified in the BDS, shall be governed as follows: <ol style="list-style-type: none"> <li>1. Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in <b>BDS</b>;</li> <li>2. Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in <b>BDS</b>.</li> </ol>
<b>23. Deadline for Submission of Bids and Late Bids</b>	23.1	Complete Bids must be received by IHVN in the manner, and no later than the date and time, <b>specified in the BDS</b> . IHVN shall only recognize the actual date and time that the bid was received by IHVN.
	23.2	IHVN shall not consider any Bid that is received after the deadline for the submission of Bids.
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
	24.2	A bidder may withdraw, substitute or modify its Bid by sending a written notice to IHVN, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3	Bids requested to be withdrawn shall be returned unopened to the Bidders except if the bid is withdrawn after the bid has been opened.
	24.4	Bidders are not allowed to submit Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)
<b>25. Bid Opening</b>	25.1	IHVN will open the Bid in the presence of Bid committee formed by IHVN of at least two (2) members
	25.2	The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files, Bid prices and all other such other details as IHVN may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
<b>D. EVALUATION OF BIDS</b>		
<b>26. Confidentiality</b>	26.1	Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after award of the contract.
	26.2	Any effort by a Bidder or anyone on behalf of the Bidder to influence IHVN in the examination, evaluation and comparison of the Bids or contract award decisions may, at IHVN's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing IHVN's vendor sanctions procedures.
	27.1	IHVN will conduct the evaluation solely on the basis of the Bids received.

27. <b>Evaluation of Bids</b>	27.2 Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders by price who passed preliminary examination. c) Qualification assessment (if pre-qualification was not done) d) Respect of technical specifications and other criteria stated in these bidding documents. The Brand and type of the equipment and a leaflet (documentation) of the equipment would be reviewed by the technical team to determine the compatibility of the quoted specification. Detailed evaluation will be focused on the three (3) lowest priced bids. Further higher priced bids shall be added for evaluation if necessary.
28. <b>Preliminary Examination</b>	28.1 IHVN shall examine the Bids to determine whether they are substantially complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. IHVN reserves the right to reject any Bid at this stage.
29. <b>Evaluation of Eligibility and Qualification</b>	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section IV (Evaluation and Eligibility Criteria).
30. <b>Evaluation of Technical Bid and prices</b>	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their substantially responsiveness to the Schedule of Requirements and Technical Specifications and other criteria stated, applying the <b>procedure indicated in the BDS</b> and other ITB documents. When necessary, and if <b>stated in the BDS</b> , IHVN may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. <b>Due diligence</b>	31.1 IHVN reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of the extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance of on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that IHVN may deem appropriate, at any stage within the selection process, prior to awarding the contract
32. <b>Clarification of Bids</b>	32.1 To assist in the examination, evaluation and comparison of Bids, IHVN may, at its discretion, request any Bidder for a clarification of its Bid.
	32.2 IHVN's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any

	<p>arithmetic errors discovered by IHVN in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by IHVN, shall not be considered during the review and evaluation of the Bids.</p>
<b>33. Responsiveness of Bid</b>	<p>33.1 IHVN's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by IHVN and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<b>34. Nonconformities, Reparable Errors and Omissions</b>	<p>34.1 Provided that a Bid is substantially responsive, IHVN may waive any non-conformities or omissions in the Bid that, in the opinion of IHVN, do not constitute a material deviation.</p> <p>34.2 IHVN may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, IHVN shall check, and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IHVN there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>34.4 If the Bidder does not accept the correction of errors made by IHVN, its Bid shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Bids</b>	<p>35.1 IHVN reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IHVN's action. The Institute shall not be obliged to award the contract to the lowest priced offer.</p>
<b>36. Award Criteria</b>	<p>36.1 Prior to expiration of the period of Bid validity, IHVN shall award the contract to the qualified and eligible Bidder(s) that is/are found to be responsive of all conditions in the Bidding Document, the Schedule of Requirements and has/have the lowest price..</p>
<b>37. Debriefing</b>	<p>37.1 If a Bidder is unsuccessful, the Bidder may request for a debriefing from IHVN. The purpose of the debriefing is to discuss the strengths and</p>

	weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for IHVN procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. <b>Right to Vary Requirements at the Time of Award</b>	38.1 At the time of award of the Contract, IHVN reserves the right to vary the quantity of goods and/or services, by up to a maximum of twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. <b>Contract Signature</b>	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IHVN. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IHVN may award the Contract to the Second highest rated or call for new Bids.
40. <b>Contract Type and General Terms and Conditions</b>	40.1 The type of Contract to be signed and the applicable IHVN Contract General Terms and Conditions, as specified in <b>BDS</b> .
41. <b>Performance Security</b>	41.1 A performance security, if required in the <b>BDS</b> , shall be provided in the amount specified in BDS. Where a performance security is required, the receipt of the performance security by IHVN shall be a condition for rendering the contract effective.
42. <b>Bank Guarantee/Insurance Bond for Advanced Payment</b>	42.1 It is IHVN's standard practice is to <b>not</b> make advance payment(s) (i.e., payments without having received any outputs), except in a situation where the Bidder requests in writing for an advance payment and the Bidder submits a Bank Guarantee from a reputable bank in the full amount of the advance payment requested.
43. <b>Liquidated Damages</b>	43.1 If specified in the <b>BDS</b> , IHVN shall apply Liquidated Damages for the damages and/or risks caused to the Institute resulting from the Contractor's delays or breach of its obligations as per Contract.
44. <b>Payment Provisions</b>	44.1 Payment will be made only upon IHVN's acceptance of the goods and/or services performed. The terms of payment shall be within two weeks, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in IHVN with direct supervision of the Contractor. Payment will be affected by bank transfer in the currency or currencies of the contract.
45. <b>Vendor Protest</b>	45.1 IHVN's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly. This should be done through official letter to the CEO of the Institute.
46. <b>Contract Duration</b>	46.1 The duration of the contract shall be as specified in the <b>BDS</b> .

### Section III. BID DATA SHEET (BDS)

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in Section II, Instructions to Bidders. In case of conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to this Bidding Document, the provisions in the Bid Data Sheet shall prevail.

ITB Article	Specific Instructions
1.4 Bidder registers with the Institute	Not applicable
8.1 Bidding documents	The required documents are listed in Section V
10.2 Samples	No samples are required.
10.3 Description of required training	Skills Transfer/ Technical training to IHVN Maintenance team.
10.4 Spare parts	Not applicable
11.1 Price Schedule	As stated in the BOQ.
12.1 Bid Security	All bidders must submit a bid security.
12.1 Value of bid security	NGN 1,000,000.00 only
12.4 E-submission of bids	Electronic submission of bids is not allowed.
13.1 Currency of bids	Bids must be expressed in NGN
16.1 Bid validity period	The bid validity period will be 90 days, starting from the date of deadline for submission of the bids.
18.1 Deadline for submitting requests for clarifications/ questions	5 calendar days before the submission deadline. Requests for clarifications will be sent by e-mail to: <a href="mailto:bids@ihvnigeria.org">bids@ihvnigeria.org</a>
18.2 Dissemination of supplemental information and clarifications to queries.	Will be sent by Email to the contact person stated in the confirmation that the company will submit a bid. (See Letter of Invitation).
18.3 Mode of response to bid clarification	All questions and their answers will be sent to all registered bidders by e-mail, at the latest 7 calendar days before the deadline for bid submission. The name of the companies, requesting the clarifications will not be mentioned
19.1 Bid amendment	Amendments, if any, will be sent by e-mail to all registered bidders.
20.1 Alternative bids	Allowed
21.1 Pre-bid conference	No pre-bid conference or site visits will be organized
22.4.a Number of copies to be submitted	1. In addition to the two hard copies (one original and one photocopy), bidders will provide an electronic copy of their bid in PDF and/or Excel format on a Flash Drive. Flash drive containing electronic copy of proposal and supporting documents (clearly labelled with company name)
22.4.b (ii) Address for Bid Submission	Your Bid must be submitted in our bid box located at the address: IHVN Campus, 6th Floor, Cadastral Zone COO Plot 62, after BAZE University, Off CITEC Road, Abuja-NIGERIA.
22.5 Allowable Manner of Submitting Bids	Electronic submission is not allowed. Courier/Hand Delivery only.



ITB Article	Specific Instructions
23.1 Deadline for Bid Submission	Bids need to be submitted on or before 16 <sup>th</sup> November 2023 at 10AM (Local time in Nigeria).
24.4 Partial bids.	Partial Bids are NOT allowed and will be rejected.
27.2 Bid evaluation	<p>The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>Bidders may indicate cross discounts on total cost of the bid.</p> <p>Contract(s) will be awarded to the bidder(s) with the lowest price while still substantially complying with all requirements of this bidding document.</p>
30.1 Presentation	No presentation will be required.
36.1 Contract award	Contract(s) will be awarded to the bidder(s) with the lowest price while still complying with all requirements of this bidding document after applying possible cross discounts.
40.1 Type of contract	Fixed price Contract for Goods and related services.
41.1 Performance security	A performance security of 4 % of the contract value will be required.
42.1 Advance Payment	<p>Any contractor that is willing to apply for advance payment shall produce a banker's guarantee, bank certified cheque or insurance bond prior to request for 50% advance payment from the sum of N2.5m and above.</p> <p>The balance of 50 % of the contract price will be paid after delivery.</p> <p>100% payment after delivery will be applicable to vendor without advance payment.</p>
43.1 Liquidated Damages	<p>Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5%.<sup>1</sup></p> <p>Max. of applicable penalty: 10% of contract value</p> <p>Once the total value of the liquidated damages has reached 10 %, the purchaser has the right to terminate the contract and claim the performance guarantee.</p>
46.1 Expected date for commencement of Contract	24 <sup>th</sup> November 2023.
<b>46.1</b> Maximum duration of contract	<b>3-4 weeks from the date of award.</b>

### Name of Health Facility and State

S/N	FACILITY
<b>OGUN STATE</b>	
1	PHC AGBADO
<b>ANAMBRA STATE</b>	
2	ONC DIAGNOSTIC HEALTH CARE ODEKPE

<sup>1</sup> Delay will end only after the joint assessment (see section VI) is carried out by both parties.



3	ORUMBA GH AJALLI
4	SAINT CHARLES BORROMEO HOSPITAL, ONITSHA
<b>OYO STATE</b>	
5	GOVT CHEST HOSPITAL JERICH0
6	BOWEN UNIVERSITY TEACHING HOSPITAL
7	STATE HOSPITAL OYO
<b>LAGOS STATE</b>	
8	GENERAL HOSPITAL LAGOS ISLAND
9	SAINT THERESA' HOSPITAL, AJEROMI
<b>RIVERS STATE</b>	
10	GENERAL HOSPITAL DEGEMA
11	GENERAL HOSPITAL OKRIKA
12	GH BORI, KHANA LGA
13	MILLITARY HOSPITAL
14	ZONAL HOSPITAL AHOADA
15	FMC OTUOKE
16	MERIDIAN HOSPITAL
<b>CROSS RIVER STATE</b>	
17	DLHMH
<b>ENUGU STATE</b>	
18	82 DIV ARMY HOSPITAL
19	ENUGU EZIKE DISTRICT HOSPITAL
20	ORJI RIVER DISTRICT HOSPITAL
21	AGBANI DISTRICT HOSPITAL NKANU WEST
22	OUR LADY HEALTH OF THE SICK, ADANI
23	ANNOUNCEMENT HOSPITAL
24	GENERAL HOSPITAL IKEM
<b>OSUN STATE</b>	
25	PHC OKE BAALÉ
26	ADENLE HOSPITAL ILESHA
27	SH IKIRE
28	SH IKRUN
29	SSH ASUBAIRO
30	OAUTH
31	VICTORY HOSPITAL IWO
32	BAPTIST HOSPITAL EJIGBO
33	SDAH
<b>DELTA STATE</b>	
34	CH AGBOR

	35	TBL EKU
	36	CH SAPELE
	37	CH UGHELLI
BAYELSA STATE		
	38	TBL REFERENCE HOSPITAL IGBOEGENE
	39	FMC OTUOKE
	40	FAMILY CARE HOSPITAL
	41	GH NEMBE
PLATEAU STATE		
	42	CHRC MANGU
	43	NIG AIRFORCE HOSPITAL
	44	PSSH JOS
ABIA STATE		
	45	SEZTBRL AMACHARA, UMUAHIA
	46	DONOKEM HOSPITAL UKWA WEST
AKWA IBOM STATE		
	47	IMMACULATE HEART HOSPITAL EKET
	48	GH IQUITA ORON
	49	GH IKOT OKORO
	50	IDH IKOT EKPEBNE
	51	SAINT MARY HOSPITAL URUAKPAN
	52	UNIV. OF UYO TEACHING HOSPITAL
IMO STATE		
	53	GH AWOMMAMMA
	54	IMO STATE SPECIALIST HOSPITAL OWERRI WEST

#### **Section IV. EVALUATION AND QUALIFICATION CRITERIA**

**Evaluation criteria will be done at three different levels, which are: preliminary evaluation, technical evaluation and financial evaluation.**

Contract will be awarded to the bidder with the least cost, who has also been considered responsive to both preliminary and technical evaluations.

Possible cross discounts (price discounts) will be taken into account. These cross discounts will be indicated on the contract final total.

Technical evaluation would be done by IHVN technical team, using the brand and type of the equipment and a leaflet (documentation) of the equipment submitted by the bidders.

All other criteria stated below are to be considered as pass / fail.

## **1. Preliminary Evaluation Criteria**

1. Bids must be properly sealed and submitted before the bid deadline;
2. The bid must be registered on the bid register before submission into the bid box;
3. Availability of a Company profile;
4. All Bidders must include copies of tax clearance certificates for the past three years i.e. 2020,2021, 2022 & 2023 if readily available;
5. Availability of audited financial statements for the last 3 years i.e. 2020,2021, 2022 & 2023 if readily available;
6. All bidders must provide evidence of at least two similar Jobs made in the past 5 years for IHVN or any other organizations;
7. All bidders must provide proof of registration with the Corporate Affairs Commission (CAC);
8. Bank Reference Letter;
9. All bidders must indicate their bid validity period. The bid validity period will be 90 days, starting from the date of the deadline for submission of the bids.
10. The bid contains a signed bid form (Form V.A)
11. All bidders must submit a bid security in the value of NGN 1,000,000.00 only.
12. The bid is substantially complete

## **2. Eligibility and Qualification Criteria**

- **Eligibility**

Criteria			Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	Lead Partner	Submission Requirements
1.	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 3.1 and 4.4	Must meet requirement	N/A	Must meet requirement	N/A	Application Submission Letter

- **Historical Contract Non-Performance**

Criteria			Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	Lead Partner	Submission Requirements
	History of Non-Performing Contracts	Non-performance of a contract <sup>2</sup> did not occur as a result of Supplier's default since <b>1<sup>st</sup> January 2015</b> .	Must meet requirement	N/A	Must meet requirement <sup>3</sup>	N/A	Form D
	Pending Litigation	Applicant's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant	Must meet requirement	N/A	Must meet requirement	N/A	Form D

<sup>2</sup> Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the Supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Supplier. Nonperformance shall not include contracts where Purchaser's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

<sup>3</sup> This requirement also applies to contracts executed by the Applicant as JV member.

Criteria			Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	Lead Partner	Submission Requirements
	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>4</sup> since <b>1<sup>st</sup> January 2013</b>	Must meet requirement	N/A	Must meet requirement	N/A	Form D

• **Financial Situation and Performance (\*\*).**

Criteria			Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	Lead Partner	Submission Requirements
<b>3.1</b>	<b>Average Turnover</b>	average turnover of the company or JV for last 3 years (2017, 2018, 2019) will be at least <b>times the value</b> for which the bidder is bidding a bid.	Must meet requirement	Must meet requirement	N/A	Must meet the requirement for at least 1.5 times the value.	Form D Financial statements
<b>3.2</b>	<b>Profit</b>	financial statements will show a profit over the 3 years	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Form D Financial statements
<b>3.3</b>	<b>Quick or Acid-Test Ratio (*)</b>	<b>&gt; 1</b>	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Form D Financial statements

<sup>4</sup> The Bidder shall provide accurate information on the related Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of litigations or arbitration against the Bidder or any member of a joint venture may result in rejection of the Bid.

Criteria			Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	Lead Partner	Submission Requirements
3.4	Average debt ratio (**)	$= \frac{\text{Total liabilities}}{\text{Total assets}} \leq 0.8$	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Form D Financial statements

(\*) Quick ratio =  $\frac{\text{Cash \& equivalent} + \text{Short-term investments} + \text{Accounts receivable}}{\text{Current liabilities}}$  (\*\*) The Employer reserves the right to exclude a company or consortium that meet the financial criteria if he comes to the conclusion, after more detailed horizontal and vertical analysis of the financial statements, that the company or consortium does not have a healthy financial status. The Employer may accept a company or consortium that does not meet the financial criteria if after the same analysis, he comes to the conclusion that the financial status is healthy after all. In both cases the decision will be motivated in detail.

- **Capacity and experience**

Criteria			Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	Lead Partner	Submission Requirements
4.1	General experience	The company or JV will have a general experience of at least 5 years	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Form D
4.2	Specific experience	The company or JV will have at least 3 years' experience in installations of solar energy.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Form D
		The company or JV has successfully executed at least 2 contracts of similar nature and value as the one they are bidding for, over the last 5 years.	Must meet requirement	Must meet requirement	N/A	Must meet requirement for at least 1 project as a single entity or lead partner.	Form D
4.3	Key staff	<p>The Company or JV will assign sufficient personnel to execute the contract within the time indicated in ITB 46.1:</p> <p>The minimum requirements are:</p> <p>Project Manager: Minimum of Five years hands-on experience with qualification of at least minimum of BSc. or its equivalent.</p> <p>Electrical Engineer: With a min of 5 years hands on experience with qualification of at least minimum of BSc. or its equivalent.</p>					Form E

## Section V    Returnable Bidding Forms

### **1. Letter of Bid – Bid submission form**

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

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

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

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

**RFB No.:** *[insert number of RFB process]*

**Request for Bid No.:** *[insert identification]*

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

**To:** *[insert complete name of Purchaser]*

1. **No reservations:** We have examined and have no reservations to the bidding document, including the Addenda issued in accordance with Instructions to Bidders (ITB 19);
2. **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
3. **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on the execution of a Bid/Proposal Securing Declaration in the Purchaser's Country in accordance with ITB 4;
4. **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services];*
5. **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:  
  
*[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];*
6. **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 application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
7. **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 16 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as



amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

8. **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
9. **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4, other than alternative Bids submitted in accordance with ITB 20;
10. **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 Multinational Donor Banks or a debarment imposed in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
11. **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 ITB 4.6];*
12. **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to 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

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

13. **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;
14. **Purchaser 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
15. **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 Bidder:** \**[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** **\*\****[insert complete name of person duly authorized to sign the Bid]*

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

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## 16. Bidder Information Form

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

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

RFB No.: *[insert number of RFB process]*

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

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:  1. Legal and financial autonomy 2. Operation under commercial law 3. Establishing that the Bidder is not under the supervision of the Purchaser  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## 4. Bidder's JV Members Information Form

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

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

RFB No.: *[insert number of Bidding process]*

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

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

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## 5. Eligibility and Qualification Form

Name of Bidder:	<i>[Insert Name of Bidder]</i>	Date:	<i>Select date</i>
ITB reference:	<i>[Insert ITB Reference Number]</i>		

*If JV/Consortium/Association, to be completed by each partner.*

### History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount
		Name of Client: Address of Client: Reason(s) for non-performance:	

### Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute	Contract Identification	Total Contract Amount
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

### Previous relevant experience:

*Using the form below, indicate the information requested for each relevant assignment (similar to the current assignment) that your company/organisation, as well as each partner, has obtained by contract, either individually as a single company or as one of the main partners of an association to provide services similar to those requested in this assignment. Use a maximum of 20 pages].*

*The Consultant shall provide the full address for each client mentioned (contact person, fax and telephone numbers and e-mail address). These addresses will be used for verification by the Contracting Authority. Assignments with false or incomplete addresses which do not allow the Contracting Authority to carry out the assignment verification will not be considered for evaluation.*

*The assignments presented must be accurate, and any declaration of false assignments will result in the rejection of the Consultant's proposal.*

Name of contract:	Contract Value (Indicate Currency):
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Country: Location:		Duration (months):
Name of contracting authority:		Total number of staff/months involved:
Address:		Value of the contract executed by your company:
Start date:		Number of person-months executed by associated companies:
End date:		
Name of associated companies (if any):		
Description of the project:		
Description of the goods / works / services delivered by your company:		

### Financial information:

Financial information (in NGN # equivalent)	Historic information for the last 3 years		
	Year -1	Year -2	Year -3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
Quick test ratio			
Average debt ratio			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (Turnover)			
Profits Before Taxes (PBT)			
Net Profit			

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

1. Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
2. Historic financial statements must be audited by a certified public accountant;
3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## 4. CVs of Key Personnel

*The Consultant does not have the obligation to use this standard format as long as the required information is submitted. EU, WB or ADB formats are excellent with the addition of the “Adequacy for the assignment”*

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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Language Skills (indicate only languages in which you can work): \_\_\_\_\_

## 5. Work Schedule and planning for deliverables

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated [in a form of a bar chart](#).
3. Include a legend, if necessary, to help read the chart.



## 6. Form of Bid Security

(Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**RFB No.:** *[Purchaser to insert reference number for the Request for Bids]*

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

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

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

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

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

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

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

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

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

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

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

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*[Signature(s)]*

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

## Section VI Schedule of Requirements

### **1. Description of the installation.**

The purpose of this project is to provide and install a full standalone off-grid system and the circuit interconnection of the various components.

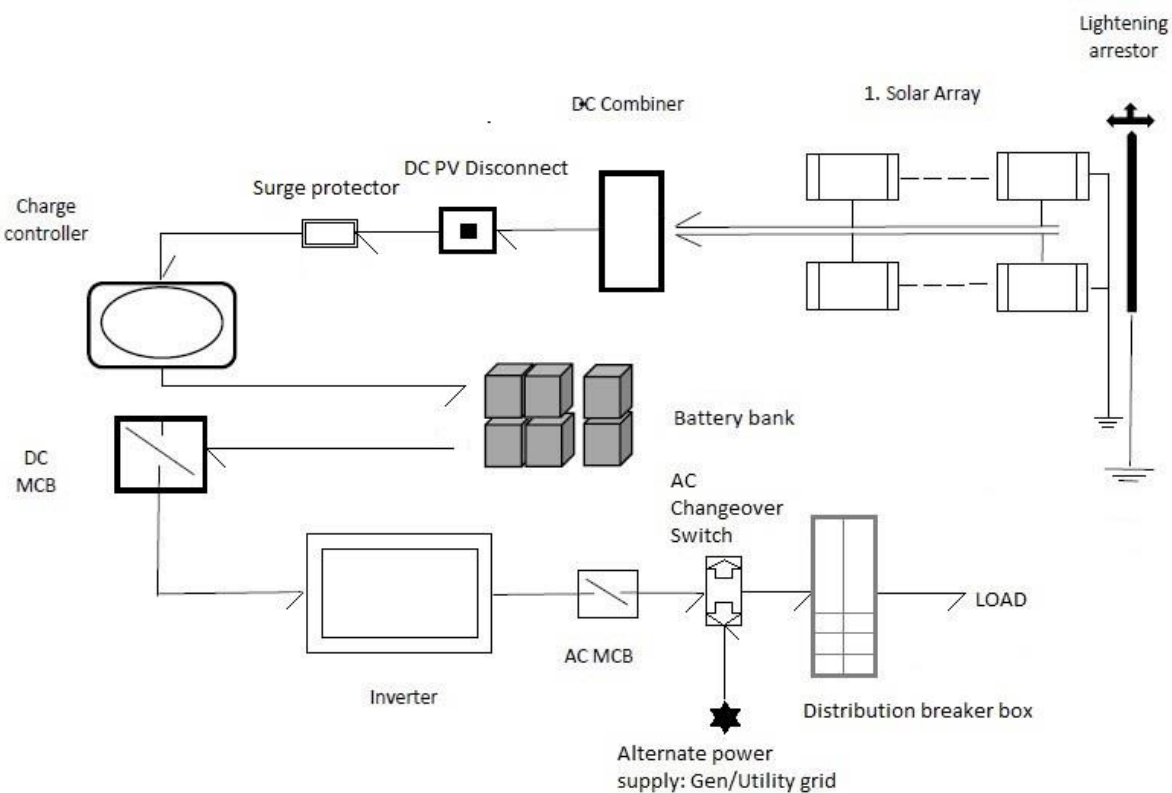
The project entails the installation of a stand-alone, off grid power system and attendant accessories to optimize the thru put of the lab. The off-grid power system operates on the principle of converting captured energy from sunlight and its conversion to AC power for use by the equipment within the lab. The running equipment includes GenExpert modules, workstation, refrigerator, an air conditioning unit, and light points. It is expected that the power supply to the lab will be 'Self-sustaining' with little or no maintenance.

An alternate connection to mains is ensured but left open as a back-up for maintenance periods.

Each location (see Section X) will be provided with the same equipment and interconnections.

- a) Solar panels of minimum  $\pm 300$  Watts each and with a total array capacity of a minimum 5,400 Watts need to be installed on an assembled array frame that is anchored to a solid concrete base (to be constructed by the contractor).
- b) The panels are connected to Inverter batteries, situated reasonably close to the solar panels. The batteries are arranged in banks in line with the inverter voltage rating.
- c) The batteries will also be placed in a compact built battery rack that is lockable and allows for easy aeration, to be placed either on the concrete base, or within the lab, inside a protective box (but still allowing easy access).
- d) A charge controller regulates and controls the charging current required by the batteries and the DC charging power from the solar panels.
- e) The inverter converts DC power from the batteries to AC power required to operate most of the lab equipment.  
It is a full control equipment such that it ensures management of the power from the inverter batteries, converts cycles, and maintains cut-off thresholds that relates to the capacity of the attached load (lab equipment).
- f) A 'Grounding' system planted to protect the installation by diverting unwanted voltages to the ground.
- g) Breakers are connected at input lines, or output lines to devices to ensure for manual isolation of these devices when necessary.
- h) The distribution panel for the essential circuits is in principle only connected to the inverter. But provision is made for a redirection to alternate power supply when necessary via a changeover switch. Here an automatic voltage regulator will interface the alternate input power (Public grid or Private generator) to the distribution panel.
- i) Manuals for all installed items must be made available and must be in the English language.
- j) All items to be supplied and installed by the supplier.

### Circuit diagram (schematic):



### 1. List of Goods and Related Services - Technical Specifications.

No	Goods and Services	Technical Specifications	Number
1	Deep cycle batteries	<p>Type: Gel deep cycle Battery  Voltage: 12V  Rated Capacity @ 27°C: 200 AH</p> <p>Installation must conform to the IEC60364-7-706 Standard</p> <p><b>12 MONTHS WARRANTY</b></p>	As per BOQ

No	Goods and Services	Technical Specifications	Number
2	Charge controller	MPPT Solar Charge Controller Rating: $\geq 80$ amps Input voltage capacity: 150 – 800V Manual and auto EQ Built in GFP and arc fault 12 – 72V battery charging Over Temp Protection  Installation must conform to the IEC60364-7-706 Standard  <b>12 MONTHS WARRANTY</b>	1
3	DC Combiner Box	6-Ways Rated voltage: 600V  Installation must conform to the IEC60364-7-706 Standard  <b>10 YEARS WARRANTY</b>	1
4	AC	<ul style="list-style-type: none"> <li>• Type: Wall Mount – Split unit</li> <li>• <math>\geq 1</math>HP</li> <li>• Inverter Technology</li> <li>• Energy Saving Mode</li> </ul> Installation is required to conform to the IEC 60364-7-710, IEC 60364-5-56 Standards  <b>10 YEARS WARRANTY</b>	As per BOQ
5	Automatic Voltage Regulator	Power rating: 10KVA Output voltage 230v $\pm 2\%$ (Phase to neutral) Frequency 50hz Overload capacity 110% for 10 mins Auto/Manual selectable mode of operation 98V- 270V Voltage stabilization range Digital display interface	As Per BOQ
6	Inverter	DC to AC VA Rating: 5000 48V Technology: Pure Sine wave  LED/LCD Digital Display screen displaying: <ul style="list-style-type: none"> <li>- Real time production Voltage</li> <li>- Real Time production Current (A)</li> </ul>	As Per BOQ

No	Goods and Services	Technical Specifications	Number
		<ul style="list-style-type: none"> <li>- Real time production Power (W)</li> <li>- Accumulated power (kWh) since installation. (May also be done by an external counter)</li> </ul> <p>Installation must conform to the IEC60364-7-706 Standard</p> <p><b>2 YEAR WARRANTY</b></p>	

For all equipment listed in the above tables, the bidder will provide in his bid:

1. The Brand and type of the equipment
2. A leaflet (documentation) of the equipment

Upon delivery, all equipment will be accompanied with a user manual in the English language.

## Section VII. GENERAL CONDITIONS OF CONTRACT (GCC)

a) Introduction	<p>a. The following words and expressions shall have the meanings hereby assigned to them:</p> <p>a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</p> <p>b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</p> <p>c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract</p> <p>d) “Day” means calendar day</p> <p>e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>f) “GCC” means the General Conditions of Contract</p> <p>g) “Goods” means all the commodities, material, equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract</p> <p>h) “Purchaser’s Country” is the country specified in the <b>SCC</b></p> <p>i) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the <b>SCC</b></p> <p>j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract</p> <p>k) “BDS” means Bid Data Sheet</p> <p>l) “SCC” means Special Conditions of Contract.</p> <p>m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier</p> <p>n) “Supplier” means the person, private or government entity, or a combination of the above, who’s Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement</p> <p>o) “The Project Site, means the place named in the <b>SCC</b>.</p>
b) <b>Contract Documents</b>	<p>a. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p>
c) <b>Fraud and Corruption</b>	<p>a. IHVN requires compliance with the Institute’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the in section 2 above</p> <p>b. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information</p>

	disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
<b>d) Interpretation</b>	a. If the context so requires it, singular means plural and vice versa
	b. INCOTERMS <ul style="list-style-type: none"> <li>a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by INCOTERMS specified in the <b>SCC</b></li> <li>b) The terms CPT and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the <b>SCC</b> and published by the International Chamber of Commerce</li> </ul>
	c. Entire Agreement The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
	d. Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
	e. Non waiver <ul style="list-style-type: none"> <li>a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</li> <li>b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived</li> </ul>
	f. Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
<b>e) Language</b>	a. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the <b>SCC</b> . Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern
	b. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
<b>f) Joint Venture, Consortium or Association</b>	a. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The



	composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
<b>g) Eligibility</b>	<p>a. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>b. All Goods and Related Services to be supplied under the Contract and financed by the Institute shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
<b>h) Notices</b>	<p>a. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the <b>SCC</b>. The term “in writing” means communicated in written form with proof of receipt.</p> <p>b. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<b>i) Governing Law</b>	<p>a. The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the <b>SCC</b>.</p> <p>b. Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when as a matter of law or official regulations, the purchaser’s country prohibits commercial relations with that country.</p>
<b>j) Settlement of Disputes</b>	<p>a. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract</p> <p>b. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the <b>SCC</b>.</p> <p>c. Notwithstanding any reference to arbitration herein,</p> <p style="padding-left: 40px;">a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p style="padding-left: 40px;">b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<b>k) Inspections and Audit by the Institute</b>	<p>a. The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs</p> <p>b. Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the Institute and/or persons appointed by the Institute to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Institute if requested by the Institute. The Supplier’s and its Subcontractors’ and sub-consultants’ attention is drawn to Institute’s right which provides, inter alia, that acts</p>

	intended to materially impede the exercise of the Institute's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Institute's prevailing sanctions procedures).
<b>l) Scope of Supply</b>	a. The Goods and Related Services to be supplied shall be as specified in the Technical Specifications.
<b>m) Delivery and Documents</b>	a. Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the <b>SCC</b> .
<b>n) Supplier's Responsibilities</b>	a. The Supplier shall supply all the Goods and Related Services included in the Technical Specification and the Delivery and Completion Schedule, as per GCC Clause 13.
<b>o) Contract Price</b>	a. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the <b>SCC</b> .
<b>p) Terms of Payment</b>	a. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b>
	b. The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract
	c. Payments shall be made promptly by the Purchaser, but in no case later than ten (10) working days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
	d. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
	e. In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the <b>SCC</b> , the Purchaser shall pay interest as specified in the <b>SCC</b> .
<b>q) Taxes and Duties</b>	a. For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country
	b. For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	c. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
<b>r) Performance Security</b>	a. If required as specified in the <b>SCC</b> , the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the <b>SCC</b>
	b. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	c. As specified in the <b>SCC</b> , the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format

	<p>stipulated by the Purchaser in the <b>SCC</b>, or in another format acceptable to the Purchaser</p> <p>d. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the <b>SCC</b>.</p>
<b>s) Copyright</b>	<p>a. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party</p>
<b>t) Confidential Information</b>	<p>a. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>b. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract</p> <p>c. The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>✓ the Purchaser or Supplier need to share with the institutions participating in the financing of the Contract;</li> <li>✓ now or hereafter enters the public domain through no fault of that party;</li> <li>✓ can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>✓ otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality</li> </ul> <p>d. The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof</p> <p>e. The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>
<b>u) Subcontracting</b>	<p>a. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract</p> <p>b. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.</p>
<b>v) Specifications and Standards</b>	<p>a. Technical Specifications and Drawings:</p>

	<ul style="list-style-type: none"> <li>a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in <b>Technical specifications</b> and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin</li> <li>b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser</li> <li>c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specifications. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</li> </ul>
<b>w) Packing and Documents</b>	<ul style="list-style-type: none"> <li>a. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</li> <li>b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the <b>SCC</b>, and in any other instructions ordered by the Purchaser.</li> </ul>
<b>x) Insurance</b>	<ul style="list-style-type: none"> <li>a. Unless otherwise specified in the <b>SCC</b>, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the <b>SCC</b>.</li> </ul>
<b>y) Transportation and Incidental Services</b>	<ul style="list-style-type: none"> <li>a. Unless otherwise specified in the <b>SCC</b>, responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS.</li> <li>b. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b>: <ul style="list-style-type: none"> <li>a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul> </li> </ul>

	e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods
	c. Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
<b>z) Inspections and Tests</b>	a. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the <b>SCC</b>
	b. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	c. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	d. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection
	e. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected
	f. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection
	g. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4
	h. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

<b>aa) Liquidated Damages</b>	<p>a. Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the <b>SCC</b> 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 of the percentage specified in those <b>SCC</b>. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p>
<b>bb) Warranty</b>	<p>a. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contra</p> <p>b. Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination</p> <p>c. Unless otherwise specified in the <b>SCC</b> the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the <b>SCC</b>, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier</p> <p>d. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects</p> <p>e. Upon receipt of such notice, the Supplier shall, within the period specified in the purchaser's feedback, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser</p> <p>f. If having been notified, the Supplier fails to remedy the defect within the period specified in the feedback, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<b>cc) Patent Indemnity</b>	<p>a. The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>i. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>ii. the sale in any country of the products produced by the Goods</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in</p>



	<p>association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract</p> <p>b. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>c. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf</p> <p>d. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing</p> <p>e. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<b>dd) Limitation of Liability</b>	<p>a. Except in cases of criminal negligence or wilful misconduct:</p> <p>a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement</p>
<b>ee) Change in Laws and Regulations</b>	<p>a. Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p>
<b>ff) Force Majeure</b>	<p>a. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delay</p>

	<p>in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure</p> <p>b. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes</p> <p>c. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p><b>gg) Change Orders and Contract Amendments</b></p>	<p>a. The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>ii. the method of shipment or packing;</li> <li>iii. the place of delivery; and</li> <li>iv. the Related Services to be provided by the Supplier</li> </ul> <p>b. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.</p> <p>c. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services</p> <p>d. Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:</p> <ul style="list-style-type: none"> <li>A. the proposed change(s), and a description of the difference to the existing contract requirements;</li> <li>B. a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and</li> <li>C. a description of any effect(s) of the change on performance/functionality</li> </ul> <p>1. The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> <li>(i) accelerates the delivery period; or</li> <li>(ii) reduces the Contract Price or the life cycle costs to the Purchaser; or</li> <li>(iii) improves the quality, efficiency or sustainability of the Goods; or</li> </ul>



	<p>(iv) yields any other benefits to the Purchaser without compromising the necessary functions of the Facilities.</p> <p>If the value engineering proposal is approved by the Purchaser and results in:</p> <ol style="list-style-type: none"> <li>1) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the <b>SCC</b> of the reduction in the Contract Price; or</li> <li>2) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price</li> </ol> <p>e. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<b>hh) Extensions of Time</b>	<ol style="list-style-type: none"> <li>a. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract</li> <li>b. Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1</li> </ol>
<b>ii) Termination</b>	<ol style="list-style-type: none"> <li>a. Termination for default <ul style="list-style-type: none"> <li>- The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</li> </ul> <ol style="list-style-type: none"> <li>1. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;</li> <li>2. if the Supplier fails to perform any other obligation under the Contract; or</li> <li>3. if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in GCC, in competing for or in executing the Contract <ul style="list-style-type: none"> <li>- In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated</li> </ul> </li> </ol> </li> <li>b. Termination for Insolvency <p>The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p> </li> <li>c. Termination for Convenience <ol style="list-style-type: none"> <li>1. The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The</li> </ol> </li> </ol>

	<p>notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective</p> <p>2. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
<b>jj) Assignment</b>	<p>a. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>
<b>kk) Export Restriction</b>	<p>a. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the funding agency that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.</p>

## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT (SCC):

GCC Clause	Specification																				
1.1.h	The purchaser's country is: <b>Nigeria</b>																				
1.1.i	The procuring entity is: the <b>Institute of Human Virology Nigeria (IHVN)</b>																				
1.1.o	The project sites are: <b>as indicated in Section IX of these bidding documents.</b>																				
4.2.a	The applicable INCOTERM is: <b>CPT</b> according to <b>INCOTERMS version 2020</b>																				
5.1	The language is: <b>English</b>																				
8.1	<p>The address for the <b>Supplier</b> is:</p> <table border="1"> <tr><td>Company Name:</td><td></td></tr> <tr><td>Contact person:</td><td></td></tr> <tr><td>Contact person position:</td><td></td></tr> <tr><td>Full address:</td><td></td></tr> <tr><td>E-mail address:</td><td></td></tr> </table> <p>The address for the <b>Purchaser</b> is:</p> <table border="1"> <tr><td>Company Name:</td><td>Institute of Human Virology Nigeria</td></tr> <tr><td>Contact person:</td><td>Opute Ifeoma</td></tr> <tr><td>Contact person position:</td><td>Deputy Director SCM/Procurement</td></tr> <tr><td>Full address:</td><td>IHVN Campus, 6th Floor, Cadastral Zone COO Plot 62, after BAZE University, Off CITEC Road, Abuja-NIGERIA.</td></tr> <tr><td>E-mail address:</td><td>bids@ihvnigeria.org</td></tr> </table>	Company Name:		Contact person:		Contact person position:		Full address:		E-mail address:		Company Name:	Institute of Human Virology Nigeria	Contact person:	Opute Ifeoma	Contact person position:	Deputy Director SCM/Procurement	Full address:	IHVN Campus, 6th Floor, Cadastral Zone COO Plot 62, after BAZE University, Off CITEC Road, Abuja-NIGERIA.	E-mail address:	bids@ihvnigeria.org
Company Name:																					
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Full address:	IHVN Campus, 6th Floor, Cadastral Zone COO Plot 62, after BAZE University, Off CITEC Road, Abuja-NIGERIA.																				
E-mail address:	bids@ihvnigeria.org																				
10.2	Arbitration will be done by two independent experts. Each party will appoint one expert. If the two arbitrators do not come to an agreement, they will appoint a third expert, whose decision will be binding.																				
13.1	<p>Shipping and other documents:</p> <p>Shipping:</p> <ol style="list-style-type: none"> <li>Detailed list of equipment, including manufacturer, country of origin and serial numbers when applicable</li> <li>Quality certificate(s) of the manufacturer when applicable (solar panels, inverters, ...)</li> <li>Bill of lading</li> <li>Proof of insurance</li> </ol> <p>Other:</p> <ol style="list-style-type: none"> <li>Accepted Test report(s)</li> <li>Accepted Commissioning report(s)</li> <li>As built drawings and diagrams</li> </ol>																				
15.1	No price adjustments are allowed.																				
16.1	<p>Payments will be as follows:</p> <p>(a) Progress payment of 50 % upon certification of 50% of the works by IHVN. However, as per #42 of Section II: Instruction to bidders, bidders can request in</p>																				

GCC Clause	Specification
	<p>writing for an advance payment up to 50% provided the bidder submits a Bank Guarantee from a reputable bank or Insurance bond in the full amount of the advance payment requested. The advanced amount will be deducted against the 50% progress payment.</p> <p>(b) 50 % of the contract price after completion of the job and commissioning.</p>
16.5	Payment will be done within 10 working days after receipt and acceptance of the invoice accompanied by the required documents (Shipping documents, Proof of job completion, commissioning and testing).
18.1	A performance guarantee, equal to 4 % of the contract value, is required.
18.3	The format of the performance guarantee shall be as in Bank Guarantee from a reputable bank for Advance Payment form below.
18.4	<p>The value of the performance guarantee will be reduced to 25 % after the date of final payment.</p> <p>It will be discharged completely after 1 year if no issues appear in the installation(s).</p>
21	Subcontracting is not allowed unless subcontractors have already been stated in the bid and accepted by the purchaser.
23.2	<p>Packing, marking and documentation: Packing in line with manufacturer's packaging standard.</p> <p>Marking: Shipment to be marked as "consigned to: Institute of Human Virology-Nigeria" and any other related information.</p>
24.1	Insurance will cover 100 % of the value of the goods.
25.1	The applicable INCOTERM is "CPT place of destination as stated in Section X"
25.2	Required services apart from delivery of the goods according to the technical specifications: Installation, Testing and Commissioning and basic user training.
26.1	No test is required.
27.1	<ul style="list-style-type: none"> <li>• Liquidated damages will be calculated at 0.5 % of the contract value per day of delay with a maximum of 10 %</li> <li>• Once the maximum of 10 % for the entire contract has been reached, the purchaser may cancel the contract and claim the performance guarantee.</li> </ul>
28.3	The warranty period may be different for each component of the installation. The applicable periods are indicated in the technical specifications.
33.4	No value engineering will be done

## Section IX. Contract Forms

### **1. Contract Agreement**

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (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 Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - 1) This Contract Agreement
  - 2) Special Conditions of Contract
  - 3) General Conditions of Contract
  - 4) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - 5) The Supplier's Bid and original Price Schedules
  - 6) The Purchaser's Notification of Award
  - 7) *[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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the 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 by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[ insert identification of official witness]*

## 2. Performance Security

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

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

ICB No. and title: *[insert no. and title of bidding process]*

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

**Beneficiary:** *[insert complete name of Purchaser]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (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 Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>5</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>6</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*[signatures of authorized representatives of the bank and the Supplier]*

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<sup>5</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>6</sup> Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

### 3. Bank Guarantee for Advance Payment

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

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

ICB No. and title: *[insert number and title of bidding process]*

*[bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

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

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)<sup>7</sup> in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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 Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date<sup>8</sup>]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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*[signature(s) of authorized representative(s) of the bank]*

<sup>7</sup> The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>8</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."



