

# **Standard Bidding Document**

## **Procurement of Works (Small)**

**Bid Number: Insert No.**  
**Forms**

Bureau of Public Procurement (January 2023)



## Contents

TENDER FORMS .....	3
FORM: EQUIPMENT .....	4
FORM: PER - 1 .....	5
FORM: PER - 2.....	7
FORM: ELI - 1.1.....	9
FORM: ELI - 1.2.....	11
FORM: CON – 2.....	12
FORM: CON – 3.....	14
FORM: CON – 4.....	16
FORM: FIN – 3.1.....	17
FORM: FIN – 3.2.....	19
FORM: FIN – 3.3.....	20
FORM: FIN – 3.4.....	21
FORM: EXP - 4.1 .....	22
FORM: EXP - 4.2(a) .....	23
FORM: EXP - 4.2(a) (cont.) .....	24
FORM: EXP - 4.2(b).....	25
FORM: EXP - 4.2 (c).....	27
FORM OF TENDER.....	28
TENDERER’S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE.....	31
CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	35
FORM: SD1 .....	36
FORM: SD2 .....	37
DECLARATION AND COMMITMENT TO THE CODE OF ETHICS .....	38
APPENDIX 1: FRAUD AND CORRUPTION.....	39
FORM: TENDER SECURITY - DEMAND BANK GUARANTEE.....	41
FORM: TENDER SECURITY (TENDER BOND) .....	43
FORM: TENDER-SECURING DECLARATION .....	45
APPENDIX: Schedule of Currency Requirements.....	47
CONTRACT FORMS.....	48
FORM: NOTIFICATION OF INTENTION TO AWARD .....	49
FORM: NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE.....	53
FORM: CONTRACT AGREEMENT .....	54
FORM: PERFORMANCE SECURITY .....	56
FORM: PERFORMANCE SECURITY - Option 2 - Performance Bond.....	58
FORM: ADVANCE PAYMENT SECURITY - Demand Bank Guarantee .....	60
FORM: RETENTION MONEY SECURITY .....	62

TENDER FORMS

## FORM: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate the source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental/lease/manufacture agreements specific to the project	

# FORM: PER - 1

## Contractor's Representative and Key Personnel Schedule

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

## Contractor' Representative and Key Personnel

1.	<b>Title of position:</b> Contractor's Representative	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected schedule for this position:</b>	<i>[insert the expected schedule for this position (e.g. attach high-level Gantt chart)]</i>
2.	<b>Title of position:</b> <i>[Environmental Specialist]</i>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected schedule for this position:</b>	<i>[insert the expected schedule for this position (e.g. attach high-level Gantt chart)]</i>
3.	<b>Title of position:</b> <i>[Health and Safety Specialist]</i>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected schedule for this position:</b>	<i>[insert the expected schedule for this position (e.g. attach high-level Gantt chart)]</i>
4.	<b>Title of position:</b> <i>[Social Specialist]</i>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected schedule for this position:</b>	<i>[insert the expected schedule for this position (e.g. attach high-level Gantt chart)]</i>
5.	<b>Title of position:</b> Sexual Exploitation, Abuse, and Harassment Expert	
	<i>[Where Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse, and sexual harassment cases]</i>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>

	<b>Expected schedule for this position:</b>	<i>[insert the expected schedule for this position (e.g. attach high-level Gantt chart)]</i>
<b>6.</b>	<b>Title of position:</b> <i>[insert title]</i>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected schedule for this position:</b>	<i>[insert the expected schedule for this position (e.g. attach high-level Gantt chart)]</i>

## FORM: PER - 2

Resume and Declaration - Contractor's Representative and Key Personnel.

<b>Name of Bidder</b>
-----------------------

<b>Position [#1]:</b> <i>[title of position from Form PER-1]</i>		
<b>Personnel information</b>	<b>Name:</b>	<b>Date of birth:</b>
	<b>Address:</b>	<b>E-mail:</b>
	<b>Professional qualifications:</b>	
	<b>Academic qualifications:</b>	
	<b>Language proficiency:</b> <i>[language and levels of speaking, reading, and writing skills]</i>	
<b>Details</b>		
	<b>Address of employer:</b>	
	<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>
	<b>Fax:</b>	
	<b>Job title:</b>	<b>Years with present employer:</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in the role]</i>	<i>[describe the experience relevant to this position]</i>

### Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as*

*applicable*], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications, and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to the duration of the contract:</b>	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Tenderer:

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

(day month year): \_\_\_\_\_



## Bidder Information Form

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

ICB No. and title: \_\_\_\_\_

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

Bidder's name
In the case of a Joint Venture (JV), the name of each member:
Bidder's actual or intended country of registration: <i>[indicate the country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in the country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of the original documents of <input type="checkbox"/> <b>Certificate and</b> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, per ITT 4.3. <input type="checkbox"/> <b>Current audited financial statements</b> (3 years) <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, per ITT 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, per ITT 4.5 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not a dependent agency of the Employer</li> </ul>
2. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership.
<b>If no pre-qualification has occurred, the Tenderer shall provide;</b>
<b>For Nigerian and Foreign Tenders</b> (i) Certificate & Articles of registration of the company. (ii) Current Audited Financial Statements (3 years). (iii) Valid Professional certifications and permits if applicable.
<b>Additional Documents for Nigerian Tenderers</b> (iii) Current PENCOM Certificate (iv) Evidence of NSITF Contributions (v) Certificate of Registration with BPP (vi) Current Tax Clearance Certificate



## Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

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

ICB No. and title: \_\_\_\_\_

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

Bidder's JV name:

JV member's name:

JV member's country of registration:

JV member's year of the constitution:

JV member's legal address in the country of the constitution:

JV member's authorized representative information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax numbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Attached are copies of the original documents of

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, per ITT 4.3.
- ☐ In the case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation per commercial law, and absence of dependent status, per ITT 4.5.

2. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership.

# Historical Contract Non-Performance, Pending Litigation, and Litigation History

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

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

JV Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

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

## Non-Performed Contracts per Section III, Evaluation and Qualification Criteria

- ☐ Contract non-performance did not occur since 1<sup>st</sup> January [insert year]  
☐ Contract(s) not performed since 1<sup>st</sup> January [insert year]

Year	Non-performed portion of the contract	Contract Identification	Total Contract Amount (current value in naira, and US\$ equivalent if applicable)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]

## Pending Litigation, per Section III, Evaluation and Qualification Criteria

- ☐ No pending litigation  
☐ Pending litigation

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount in Naira or USD Equivalent if applicable at (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ The party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ The party who initiated the dispute: _____ Status of dispute: _____	

## Litigation History per Section III, Evaluation and Qualification Criteria

<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
Year of award	The outcome as a percentage of Net Worth	Contract Identification	Total Contract Amount in Naira or USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> The party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## FORM: CON – 3

### Environmental and Social (ES) Performance Declaration

*[The following table shall be filled in for the Bidder, each member of a Joint Venture, and each Specialized Subcontractor]*

**Bidder's Name:** *[insert full name]*

**Date:** *[insert day, month, year]*

**Joint Venture Member's or Specialized Subcontractor's Name:** *[insert full name]*

**ICB No. and title:** *[insert ICB number and title]*

**Page** *[insert page number]* **of** *[insert total number]* **pages**

#### Environmental and Social (ES) Performance Declaration

per Section III, Qualification Criteria and Requirements

- ☐ **No suspension or termination of the contract:** An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section III Evaluation and Qualification Criteria Sub-Factor 2.5.
- ☐ **Declaration of suspension or termination of the contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section III Evaluation and Qualification Criteria Sub-Factor 2.5. Details are described below:

Year	Suspended or terminated portion of the contract	Contract Identification	Total Contract Amount in naira and US\$ equivalent) if applicable
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

#### Performance Security called by an employer(s) for reasons related to ES performance

Year	Contract Identification	Total Contract Amount (current value in naira or
------	-------------------------	--

		US\$ equivalent) if applicable
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## FORM: CON – 4

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

*[The following table shall be filled in for the Bidder, each member of a Joint Venture, and each Subcontractor]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

#### SEA and/or SH Declaration

#### per Section III, Qualification Criteria, and Requirements

We:

- ☐ (a) have not been subject to disqualification by the Procuring Entity for non-compliance with SEA/ SH obligations
- ☐ (b) are subject to disqualification by the Procuring Entity for non-compliance with SEA/ SH obligations
- ☐ (c) had been subject to disqualification by the Procuring Entity for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
- ☐ (d) had been subject to disqualification by the Procuring Entity for non-compliance with SEA/ SH obligations for two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.
- ☐ (e) had been subject to disqualification by the Procuring Entity for non-compliance with SEA/ SH obligations for two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.

***[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]***

***[If (d) or (e) above are applicable, provide the following information:]***

Period of disqualification: From: \_\_\_\_\_ To: \_\_\_\_\_

If previously provided on another Procuring Entity works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations **(as per (d) above)**

Name of Employer: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract description: \_\_\_\_\_

Brief summary of evidence provided: \_\_\_\_\_

\_\_\_\_\_

Contact Information: (Tel, email, name of contact person): \_\_\_\_\_

\_\_\_\_\_

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations **(as per (e) above)** *[attach details as appropriate]*.



## FORM: FIN – 3.1

### Financial Situation and Performance

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

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

JV Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

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

#### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in naira, exchange rate*, USD equivalent) if applicable				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITT 15 for the exchange rate

## 2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

## 3. Financial documents

The Bidder and its parties shall provide copies of financial statements for \_\_\_\_\_ years under Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in the case of a JV member, and not an affiliated entity (such as a parent company or group member).
- (b) be independently audited or certified per local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements<sup>1</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

## FORM: FIN – 3.2

### Average Annual Construction Turnover

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

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

JV Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

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

		Annual turnover data (construction only)	
Year	Amount in Naira	Exchange rate	USD or other currency equivalent if applicable
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

## FORM: FIN – 3.3

### Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount in naira (US\$ equivalent)
1		
2		
3		

## FORM: FIN – 3.4

### Current Contract Commitments / Works in Progress

Bidders and each member of a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work in Naira or [current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [naira or US\$/month)]
1					
2					
3					
4					
5					

## General Construction Experience

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

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

JV Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

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

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

## Specific Construction and Contract Management Experience

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

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

JV Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

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

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
If a member in a JV or sub-contractor, specify participation in the total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

## Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity per Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	



**Construction Experience in Key Activities**

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

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

Bidder's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>2</sup> (as per ITT 34.2 and 34.3): \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

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

All sub-contractors for key activities must complete the information in this form as per ITT 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

<b>Information</b>				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number, or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

<sup>2</sup> If applicable

2. Activity No. Two

3. ....

	<b>Information</b>
Description of the key activities per Sub-Factor 4.2(b) of Section III:	

## FORM: EXP - 4.2 (c)

### Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

ICB No. and title: [insert ICB number and title]

Page [insert page number] of [insert total number] pages

1. Key Requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_

3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_

4. ...

# FORM OF TENDER

## INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign the CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
  - *Tenderer's Eligibility- Confidential Business Questionnaire*
  - *Certificate of Independent Tender Determination*
  - *Self-Declaration of the Tenderer*

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

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

**Name and description of Tender** *[Insert as per ITT]*

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

**To:** *[insert complete name of Procuring Entity]* Dear Sirs,

1. Per the Conditions of Contract, Specifications, Drawings, and Bills of Quantities for the execution of the above-named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Nigeria Naira *[[Amount in figures]*\_\_\_\_\_ Nigeria Naira *[amount in words]*.

The above amount includes foreign currency amount (s) of *[state figure or a percentage and currency]* *[figures]*\_\_\_\_\_ *[words]*\_\_\_\_\_.

The percentage or amount quoted above does not include provisional sums and only allows not more than two foreign currencies.

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere to this tender until \_\_\_\_\_ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
  - i) No reservations: We have examined and have no reservations about the tender document, including Addenda issued per ITT 28;
  - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest per ITT 3 and 4;
  - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on the execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country per ITT 19.8;
  - iv) Conformity: We offer to execute in conformity with the tendering documents and per the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;

- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; Or
- Option 2, in case of multiple lots:
- a) The total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- b) The total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) Discounts: The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after the application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 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;
- xi) Performance Security: If our Tender is accepted, we commit to obtaining Performance Security per the Tendering document;
- xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted per ITT 13.3;
- xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Bureau of Public Procurement or any other entity of the Nigerian Government, or any international organization.
- xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees concerning the tender 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.")*

- xvi) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us until a formal contract is prepared and executed;
- xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender, or any other Tender that you may receive;
- xviii) 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;

- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive, and made intending to accept the contract if awarded. To this effect, we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_\_\_ (*specify website*) during the procurement process, and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other Tenderers.
  - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

**Name of the Tenderer:** \*[insert complete name of the person signing the Tender]

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

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

**Signature of the person named above:** [insert signature of the person whose name and capacity are shown above] **Date signed** [insert date of signing] day of [insert month], [insert year]

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Notes**

\* In the case of the Tender submitted by the joint venture specify the name of the Joint Venture as Tenderer

\*\* Person signing the Tender shall have the power of attorney given by the Tenderer to be attached to the Tender.

# TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

## Instruction to Tenderer

The tender is instructed to complete the particulars required in this Form, *one form for each entity if the Tender is a JV*. The Tenderer is further reminded that it is an offence to give false information on this Form.

### (a) Tenderer's details

	Item	Description
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer	
6	Current Trade License Registration and Expiring Date	
7	Name, Country, and Full Address of Registering Body/Agency	
8	Description of the Nature of Business	
9	The maximum value of the business that the Tenderer handles	
10	State if Tenderer's Company is listed in a stock exchange, if so, then state the stock exchange and its full name and address	

### General and Specific Details

#### b) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_ Nationality \_\_\_\_\_  
 \_\_\_\_\_ Country of Origin \_\_\_\_\_ Citizenship \_\_\_\_\_  
 \_\_\_\_\_

#### c) Partnership, provide the following details.

	Names of	Nationality	Citizenship	% of
--	----------	-------------	-------------	------

	Partners			Shares Owned
1				
2				
3				

**d) Registered Company, provide the following details.**

- i) Private or Public Company\_\_\_\_\_
- ii) State the nominal and issued capital of the Company\_\_\_\_\_
- Nominal Nigeria Naira (Equivalent)..... Issued
- Nigeria Naira (Equivalent).....
- iii) Give details of Directors as follows.

**e)**

	Names of Director	Nationality	Citizenship	% of Shares Owned
1				
2				
3				

**(e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.**

- i) Is there any person/persons in ..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

**ii) Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer directly or indirectly Controls, or is controlled by or is under		



	common control with, another Tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another Tenderer.		
3	Tenderer has the same legal representative as another Tenderer		
4	Tender has a relationship with another Tenderer, directly or through common third parties, which puts it in a position to influence the tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	The Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract Specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity that is directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity that would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such a relationship stated in items 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

**f) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current, and accurate as of the date of submission.

Full Name \_\_\_\_\_ Title or

Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_ [Name and number of tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and understood the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with the authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities, or experience;
5. The Tenderer discloses that [check one of the following, as applicable:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement, or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements, or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors, or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender that does not meet the specifications of the request for Tenders; except as specifically disclosed under paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement, or arrangement with any competitor regarding the quality, quantity, specifications, or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed under paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, before the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed under paragraph (5)(b) above.

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

*[Name, title, and signature of the authorized agent of Tenderer and Date].*

## FORM: SD1

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

I, ....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:  
-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... *(Insert the name of the Company)* who is a Contractor in respect of **Tender No.** ..... for ..... *(Insert tender title/description)* for ..... *(Insert the name of the Procuring entity)* and duly authorized and competent to make this statement.
2. THAT the aforesaid Contractor, its directors, and subcontractors have not been debarred from participating in procurement proceedings under the Act.
3. That the Tenderer is not in receivership, the subject of any form of winding up petition or proceedings.
4. That no Officer of the Nigerian Bureau of Public Procurement (BPP) or the Procuring Entity is a former or present Partner, Director, Shareholder, or has any pecuniary interest in the Tenderer and or in this Tender.
5. That (a)no director/partner (s) in the Tenderer has been convicted for any criminal offence in relation to fraud or financial impropriety or criminal misrepresentation or falsification of facts by any court in Nigeria or elsewhere or (b) no director or former director, partner or shareholder of the firm had previously been convicted for a criminal offence relating to fraud, financial impropriety or criminal misrepresentation. [ Choose between (a) & (b) and delete the other).
6. That all the information presented in this Tender is true and correct in all particulars.
7. That I make this Oath in good faith conscientiously believing the content to be true and correct to the best of my knowledge, and per the provisions of the Oath Act, LFN 2004. [ if sworn to in another country insert oaths law in that jurisdiction].

.....  
Deponent

Sworn to at the \_\_\_\_\_ Registry, \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 2022.

BEFORE ME

COMMISSIONER FOR OATHS/NOTARY PUBLIC

## FORM: SD2

### SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, ..... of P. O. Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of Tender No. .... for ..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants, and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff, and/or employees and/or agents of ..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants, and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff, and/or employees and/or agents of ..... (name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ..... (person) on behalf of (*Name of the Business/ Company/Firm*) ..... declare that I have read and fully understood the contents of Nigerian law, Regulations, and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory..... Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date..... (Company Seal/ Rubber

Stamp where applicable)

Witness

Name ..... Sign.....

Date.....

# APPENDIX 1: FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

## 1. Purpose

2. The Nigerian Government's Anti-Corruption and Economic Crime laws, their sanctions, policies, and procedures, and any other Nigerian Laws or Regulations related to Fraud and Corruption, and similar offences, apply to Public Procurement Processes and Contracts that are governed by the laws of Nigeria.

## 3. Requirements

The Nigerian Government requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors, and Suppliers; any Sub-contractors, Sub-consultants, Service providers, or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Nigeria's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Nigeria's laws and Regulations as per paragraphs 1.1 above.

Nigeria's public procurement act 2007 as amended describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive, or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Nigeria's policy of no tolerance for such practices and behavior: -

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive, or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest concerning a procurement: -
  - a) shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
- c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent, or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) concerning a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Nigeria's laws, regulations, and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - deliberately destroying, falsifying, altering, or concealing evidence material to the investigation or making false statements to investigators to materially impede an investigation by the Bureau of Public Procurement (BPP) or any other appropriate authority appointed by the Nigerian Government into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the BPP's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, per the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the Tenderer or the contractor, and includes collusive practices amongst Tenderers before or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Shall reject a proposal for award<sup>1</sup> of a contract if BPP determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers, and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Under Nigeria's above-stated Laws and Regulations, a Procuring entity may sanction or recommend to the appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the BPP or any other appropriate authority appointed by Nigerian Government to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the BPP or any other appropriate authority appointed by Nigerian Government; and
  - f) Nigerian law requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits, and obtaining third party verification of information.



## FORM: TENDER SECURITY - DEMAND BANK GUARANTEE

Beneficiary: **Insert Beneficiary name**

ITT No: **Insert ITT number**

Date: **Insert Date**

Tender Guarantee No.: **Insert Tender Guarantee number**

Guarantor: **Insert Guarantor name**

1. We have been informed that **Insert Applicant name** (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of under Request for Tender No. **Insert ITT number** ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender Guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **Insert Amount in both words and parenthetical digits, e.g., "one (1)"** upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separately signed document accompanying or identifying the demand, stating that either the Applicant:
  - has withdrawn its Tender during the period of Tender validity outlined in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This Guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of

the results of the Tendering process; or (ii) twenty-eight (28) days after the end of the Tender Validity Period.

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

---

*Signature(s)*

## FORM: TENDER SECURITY (TENDER BOND)

*The Surety shall fill in this Tender Bond Form per the instructions indicated.*

BOND NO. **Insert Bond number**

1. BY THIS BOND, **Insert name of Tenderer** as Principal (hereinafter called “the Principal”), and **Insert name, legal title, and address of surety**, authorized to transact business in Nigeria, as Surety (hereinafter called “the Surety”), are held and firmly bound unto **Insert name of Procuring Entity** as Obligee (hereinafter called “the Procuring Entity”) in the sum of **Insert amount of Bond in both words and parenthetical digits, e.g., “one (1)”**, with the amount denominated in **Nigeria Naira or the equivalent amount in a freely convertible currency**, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted, or will submit, a written Tender to the Procuring Entity dated the **Insert numeric day, e.g., “1<sup>st</sup>”** day of **Insert month**, **Insert year**, for the supply of **Insert name/description of Contract** (hereinafter called the “Tender”).
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal;
    - (i) failing to execute the Contract agreement; or
    - (ii) has failed to furnish the Performance Security, per the Instructions to Tenderers (“ITT”) of the Procuring Entity's Tender Form,then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. The Surety hereby agrees that its obligation will remain in full force

and effect up to and including the date thirty (30) days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.

5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this **Insert numeric day, e.g., "1<sup>st</sup>"** day of **Insert numeric day, e.g., "1<sup>st</sup>"**, **Insert numeric day, e.g., "1<sup>st</sup>"**.

## FORM: TENDER-SECURING DECLARATION

*The Tenderer shall complete this Form per the instructions indicated*

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

Tender No: **Insert number of Tender**

To: **Insert name of Procuring Entity**

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of **Insert number of months or years** starting on **Insert date**, if we are in breach of our obligation(s) under the Tender conditions, because we (a) have withdrawn our Tender during the Tender Validity Period specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Tender by the Purchaser during the Tender Validity Period, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, per the Instructions To Tenderers (ITT).
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) thirty (30) days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the Tender, and the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

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Title: **Insert Title**

Name: **Insert Name**

Duly authorized to sign the bid for and on behalf of: **Insert complete name of Tenderer.**

Dated: **Insert date as day, month, and year of signing**

Seal or stamp

## APPENDIX: Schedule of Currency Requirements

Summary of currencies of the Tender for \_\_\_\_\_ *[insert name of Section of the Works]*

Name of currency	Amounts payable
Local currency	
Foreign currency #1	
Foreign currency #2	
Foreign currency #3	
Provisional sums expressed in local currency	

## CONTRACT FORMS



## FORM: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form in the format below.----

### FORMAT

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]*

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by *(Name and designation)* \_\_\_\_\_

3. Notification of Intention to Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) Country: *[insert country where ITT is issued]*
- v) ITT No: *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing concerning the evaluation of your tender

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

- a) The successful Tenderer
  - i) Name of successful Tender \_\_\_\_
  - ii) Address of the successful Tender \_\_\_\_

- iii) The contract price of the successful Tender is Nigeria Naira \_\_\_\_\_ (in words\_)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as Read Out	Tender's Evaluated Price (Note a)	One Reason Why Not Evaluated

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).
- b) You may request a debriefing concerning the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, and contact details; and address the request for debriefing as follows:
  - i) Attention: [insert full name of the person, if applicable]
  - ii) Title/Position: [insert title/position]
  - ii) Agency: [insert name of Procuring Entity]
  - iii) Email address: [insert email address]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, via video conference call, or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.
6. How to make a complaint
- a) Period: Procurement-related Complaints challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
  - b) Provide the contract name, reference number, name of the Tenderer, and contact details; and address the Procurement-related Complaint as follows:
    - i) Attention: *[insert full name of the person, if applicable]*
    - ii) Title/Position: *[insert title/position]*
    - iii) Agency: *[insert name of Procuring Entity]*
    - iv) Email address: *[insert email address]*
  - c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
  - d) Further information: For more information refer to the Public Procurement and Disposals laws and Regulations available from the Nigerian Government. You should read these documents before preparing and submitting your complaint.
  - e) There are four essential requirements:
    - i) You must be an “interested party”. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
    - ii) The complaint can only challenge the decision to award the contract.
    - iii) You must submit the complaint within the period stated above.
    - iv) You must include, in your complaint, all of the information required to support your complaint.
7. Standstill Period
- i) DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).
  - ii) The Standstill Period lasts ten (14) days after the date of transmission of this Notification of Intention to Award.
  - iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature:\_\_\_\_\_ Name:\_\_\_\_\_ Title/Position:\_\_\_\_\_  
\_\_\_\_\_ Telephone:\_\_\_ Email: \_\_\_\_\_

## FORM: NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

*[letterhead paper of the Procuring Entity] [date]*

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for the execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words]* *[name of currency]*, as corrected and modified per the Instructions to Tenderers, is hereby accepted by ..... *(name of Procuring Entity)*.

You are requested to furnish the Performance Security within 30 days per the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized

Signature:.....

..

Name and Title of

Signatory:.....

Name of Procuring

Entity.....

Attachment: *Contract*

*Agreement*.....

## FORM: CONTRACT AGREEMENT

THIS AGREEMENT made on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between  
\_\_\_\_\_ of  
\_\_\_\_\_ (hereinafter “the Procuring  
Entity”), of the one part, and \_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the  
other part:

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

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed  
as part of this Agreement. This Agreement shall prevail over all other Contract  
documents, and the Contract documents will prevail with highest precedence  
first and lowest precedence last in the following list of sequential precedence.
  - a) the Letter of Acceptance
  - b) the Letter of Tender
  - c) the addenda Nos \_\_\_\_\_ (if any)
  - d) the Special Conditions of Contract
  - e) the General Conditions of Contract;
  - f) the Specifications
  - g) the Drawings; and
  - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the  
Contractor as specified in this Agreement, the Contractor hereby covenants  
with the Procuring Entity to execute the Works and to remedy defects therein  
in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration  
of the execution and completion of the Works and the remedying of defects  
therein, the Contract Price or such other sum as may become payable under the  
provisions of the Contract at the times and in the manner prescribed by the  
Contract.

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

Signed and sealed by\_(for the Procuring Entity)

Signed and sealed by\_(for the Contractor).

# FORM: PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

*[Guarantor letterhead]*

Beneficiary:  [insert name and Address of Procuring Entity]  Date:

\_\_\_\_\_[Insert date of issue]

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

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with (name of Procuring Entity) \_\_\_\_\_ (the Procuring Entity as the Beneficiary), for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the .... Day of ....., 2.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

*[Name of Authorized Official, signature(s) and seals/stamps].*

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



<sup>1</sup>*The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup>*Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

## FORM: PERFORMANCE SECURITY - Option 2 - Performance Bond

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

*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: \_\_\_\_\_ *[insert name and Address of Procuring Entity]* Date: \_\_\_\_\_ *[Insert date of issue]*.

PERFORMANCE BOND No.: \_\_\_\_\_

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

1. By this Bond \_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_] as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as Oblige (hereinafter called “the Procuring Entity”) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, for \_\_\_\_\_ per the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1) complete the Contract per its terms and conditions; or
  - 2) obtain a tender or tenders from qualified Tenderers for submission to the Procuring Entity for completing the Contract per its terms and conditions, and upon the determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of

completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount outlined in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to the Contractor under the Contract, less the amount properly paid by Procuring Entity to the Contractor; or

- 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract per its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_ day of \_\_\_\_, 20\_\_.

SIGNED ON \_\_\_\_\_ on behalf of By \_\_\_\_\_ in the capacity of In the presence of

SIGNED ON \_\_\_\_\_ on behalf of By \_\_\_\_\_ in the capacity of In the presence of

## FORM: ADVANCE PAYMENT SECURITY - Demand Bank Guarantee

*[Guarantor letterhead]*

Beneficiary:            *[Insert name and Address of Procuring Entity]*

Date:            *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.:            *[Insert guarantee*

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

1. We have been informed that            (hereinafter called “the Contractor”) has entered into Contract No.        *dated*            with the Beneficiary, for the execution of            (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum            *(in words)* is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of        *(in words)* <sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:
  - a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
  - b) has failed to repay the advance payment per the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account            number at           .
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, have been certified for payment, or on the        day of       , 20  , <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]**[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Name of Authorized Official, signature(s) and seals/stamps]*

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

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<sup>1</sup>*The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.*

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

## FORM: RETENTION MONEY SECURITY

[Demand Bank Guarantee]

*[Guarantor letterhead]*

Beneficiary: \_\_\_\_\_ *[Insert name and Address of Procuring Entity]*

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

Advance payment guarantee no. *[Insert guarantee reference number]*

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

1. We have been informed that \_\_\_\_\_ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ *[insert reference number of the contract]* dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ *[insert name of contract and a brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains money up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* \_\_\_\_\_ (*[insert amount in words]* \_\_\_\_\_)<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the ..... Day of .....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not

to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Name of Authorized Official, signature(s) and seals/stamps]*

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

<sup>1</sup>*The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*

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