



HARMONIZED PROCUREMENT GUIDELINES

*for WORKS, GOODS
and SERVICES*

**RURAL WATER SUPPLY,
SANITATION AND HYGIENE PROJECT**



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ABBREVIATIONS AND ACRONYMS

CSOs	Civil Society Organizations
EDF	European Development Fund
ESA	External Support Agencies
EU	European Union
FMWR	Federal Ministry of Water Resources
LGA	Local Government Area
LID	Local Implementing Department
NOC	No Objection Certificate
PMU	Project Monitoring Units
PPA 2007	Public Procurement Act 2007
SAO	State Authorizing Officer
SIA	State Implementing Agency
SPIU	State Project Implementation Unit
SRIP	Support for Reforming Institution Programme
STU	State Technical Units
UNICEF	United Nations International Children's Fund
WASH	Water Supply, Sanitation and Hygiene
WASHCOM	Water Supply, Sanitation and Hygiene Committees
WSS	Water Supply and Sanitation
WSSSRP	Water Supply and Sanitation Sector Reform Programme

1. Introduction

1.1 Purpose of the Guidelines

The purpose of these Guidelines is to regulate the procurement of works, goods and services financed by the contributions of Stakeholders, in the water supply, sanitation and hygiene (WASH) sector of participating States. These Guidelines, in accordance with the understanding among Stakeholders, attempt to establish a step-by-step and improved mechanism for procurement of works, goods and services towards enhancing efficient service delivery within specific time frame and budget limit. They incorporate and harmonize acceptable best practices in public procurement at the State and National levels.

1.2 Background to the Guidelines

Since the purpose of producing the Guidelines and the templates is to harmonize procurement best-practices at the national and State levels, information derived from relevant procurement documents and stakeholders meetings at the Federal and State levels formed part of the resources that Consultant relied upon in drafting the Guidelines and developing the templates. Apart from the above resources relied upon, Consultant considered procurement guidelines and other regulatory instruments used in procurements financed by external support agencies, and adapted some of their relevant provisions.

1.3 Applicability of the Guidelines

The principles, rules, and procedures outlined in these Guidelines apply to all contracts for works, goods and services financed in whole or in part by the contributions of Contributing Stakeholders. The Guidelines are to be applied by the following relevant Stakeholders:

- 1.3.1 Stakeholders that have agreed to make financial contributions to the Programme; which may include the Federal Government of Nigeria; the participating States, Local Government Areas and Communities; External Support Agencies (ESAs); Communities and Civil Society Organizations.
- 1.3.2 State Implementing Agencies (SIAs) or the Local Implementing Departments (LIDs) in the relevant water supply and sanitation (WSS) sub-sectors (that is: rural, small town and urban).
- 1.3.3 Implementing facilitators, which may include the Programme Management Units (PMUs) and the State Project Implementation Units (SPIU); and other relevant institutional structures.

1.4 General Considerations

- 1.4.1 State Implementing Agencies (SIAs) are responsible for implementing the projects in their respective States. It is envisaged that the Local Government Areas (LGAs) may in the future be vested with more financial and administrative autonomy through legislation; which may make the LGAs increasingly responsible for implementing

projects within their respective jurisdictions. LGAs may, as a consequence, establish Local Implementing Departments (LIDs) for the purpose of implementing projects. In that event, where responsibilities or powers are exercisable by SIAs in these Guidelines it shall be deemed exercisable also by the LIDs, except where the context does not permit.

- 1.4.2 The Programme is time-bound and Stakeholders are urged to act expeditiously in exercising their powers and discharging their responsibilities under the contribution arrangement and towards the procurement carried out to implement the Programme.
- 1.4.3 These Guidelines are intended to regulate procurement for determined works, goods and services contracts in the focal States' water supply, sanitation and hygiene (WASH) sector which are funded by Contributing Stakeholders. The monitory involvement, in addition to the type of works, goods and services involved therefore makes open competitive bidding the preferred procurement method to be used for implementing projects under the Programme. However, other procurement methods may be used only where the conditions for their use are present.
- 1.4.4 Where a cogent issue arises in the procurement of works and services under the Programme to which these Guidelines relate and the Guidelines do not have a provision that covers the issue, reference may be made to the provisions of the Public Procurement Act 2007 that cover that issue for guidance.
- 1.4.5 The following principles shall guide the procurement undertaken under these Guidelines: competitiveness, accountability, transparency and fairness in the procurement process; and the need for economy and efficiency in the implementation of the projects.

2. Organizing for Procurement

2.1 Establishment of Procurement Committee

There shall be established in each of the SIAs a Procurement Committee, which shall be responsible for conducting procurements for the execution of projects under the Programme.

2.2 Membership of the Procurement Committee

The Procurement Committee may comprise 15 members, as follows:

1. Managing Director/Programme Manager of the SIA
2. Director of Planning and Statistics of the SIA (or his equivalent);
3. Director of Administration of the SIA;
4. A representative from Ministry of Water Resources or the Supervising Ministry to the State RUWASSA;
5. A representative of the Ministry of Budget and Planning

6. A representative from the Ministry of Local Government Affairs;
7. Representative from the Ministry of Education
8. The Chairman of the LGA(s) involved (or his representative);
9. The LGA's WASH Coordinator(s) of the Project LGA(s);
10. A representative from the Ministry of Finance;
11. Director/officer in charge of water supply in the SIA;
12. Director/officer in charge of Sanitation in the SIA;
13. A representative of the State's procurement regulatory agency (example, the Due Process Office)- observer;
14. EU/UNICEF Consultants- observer;
15. Representative of WASH CSOs- observer.

The Head of the SIA shall be the Chairman of the committee; and the Director of Planning and Statistics (or his equivalent) or the Director of Administration shall be the Secretary of the Procurement Committee, depending on how relevant their work descriptions in the SIA are to the responsibility of serving as the Procurement Committee Secretary.

3. Planning for Procurement

- 3.1 The SIA, through the Procurement Committee, shall at the beginning of each Programme year prepare a detailed and comprehensive procurement plan, presenting all projects for which procurement actions are to be undertaken and their implementation schedule in furtherance of the Programme.
- 3.2 The procurement plan and monitoring template, exhibited as appendix I of these Guidelines shall be referred to for guidance.

4. Compiling of Tender Dossier

- 4.1 The SIA shall compile or prepare tender dossiers and other relevant documents required for the procurement.
- 4.2 The SIA shall endeavor to complete the compilation or preparation of the aforementioned documents within 3 weeks. It is assumed that the technical designs had been prepared prior to the procurement or prior to this stage.
- 4.3 The Checklist of Documents for Compiling Tender Dossier, appendix II of these Guidelines shall be referred to for guidance.

5. Notification and Clearance to Commence Procurement

- 5.1 Before commencing procurement implementation, the SIA shall submit the comprehensive annual procurement plan and the implementation schedule concerning the Programme to the Contributing Stakeholders for approval.
- 5.2 The SIA shall include, in the aforementioned submission to the Contributing Stakeholders, the proposed procurement tender dossier, including technical specifications and detailed designs, bills of quantity, and evaluation criteria. The documents to be contained in the tender dossier shall be in accordance with the Checklist of Documents for Compiling Tender Dossier, appendix II of these Guidelines.
- 5.3 The Contributing Stakeholders on receiving the procurement plan and the implementation schedule, with the other aforementioned documents, shall notify the SIA of their decision within 2 weeks. Where the prescribed 2 weeks elapses and there is no response from the Contributing Stakeholder(s), the SIA shall write a reminder to the Contributing Stakeholder in question; if 1 week after the reminder has been duly received and there is no response from the Contributing Stakeholder(s), it may be deemed that the Contributing Stakeholder(s) has/have given it/their approval as applied.
- 5.4 Where any of the Contributing Stakeholders disapproves any aspect of the Procurement Plan and Implementation Schedule, or the other documents submitted, the SIA shall in response amend the document(s) objected to accordingly and resubmits same to the Contributing Stakeholders. The SIA shall endeavor to give its aforementioned response within 1 week of the receipt of the Contributing Stakeholder's disapproval.
- 5.5 The Contributing Stakeholders shall thereafter notify the SIA of their approval or otherwise to the re-submitted documents. The Contributing Stakeholder(s) concerned shall endeavor to give its response to the re-submission within 1 week of the receipt of the resubmission. Where the Contributing Stakeholder(s) does not give further response to the resubmission after 1 week it may be deemed that approval has been granted.

6. Advertising of Procurement Opportunities

- 6.1 Having obtained approval to commence procurement as in paragraph 5 above, the SIA shall advertise Invitations to Bid in at least 2 newspapers of national circulation and 1 local newspaper where applicable, and may also advertise same in the official gazette, or on a widely used website or electronic portal with free national and international access, not less than 3 weeks, where national or local competitive bidding is used, and six weeks, where international competitive bidding is used, before the deadline for submission of bids.

- 6.2 Any of the Contributing Stakeholders, where it deems fit, may advertise the procurement opportunity in a media under its control or patronage.
- 6.3 The SIA shall draw the attention of the Contributing Stakeholders to the bid advertisement or give a copy of same to them, and invite the Contributing Stakeholders to observe the procurement proceedings.

7. Pre-bid Meeting and Issuance of Bidding Documents

- 7.1 Where necessary, the SIA shall invite all stakeholders and prospective bidders to participate in a pre-bid meeting for the purpose of answering bidders queries concerning the bidding exercise and explaining/clarifying relevant details relating to the bidding.
- 7.2 The SIA shall make bidding documents available to all interested bidders and shall notify them to purchase the bidding documents from the appropriate office of the SIA.
- 7.3 Where the SIA intends to sell the bidding documents, the price that shall be fixed may not exceed the cost of producing or printing the documents.
- 7.4 The SIA shall convene the pre-bid meeting not less than 2 weeks before the deadline for submission of bids.

8. Submission and Receipt of Bids

- 8.1 The SIA shall allow interested bidders at least 3 weeks to prepare and submit their bids.
- 8.2 The SIA shall permit bidders to submit bids in the tamper-proof bid-box provided for that purpose.
- 8.3 Bids shall be submitted in written English; and shall be signed by persons authorized by the bidders and the bids shall be placed in sealed envelopes.
- 8.4 The paper/hard-copy of the bids shall be submitted together with the electronic copy of the bids in a suitable prescribed electronic storage device.
- 8.5 The SIA shall issue an acknowledgement of receipt to bidders upon submission of their bids, showing the date and time the bids were delivered.
- 8.6 The deadline and place for receipt of bids shall be as specified in the invitation to bid.

- 8.7 Any bid received after the deadline for the submission of bids shall not be opened, but shall be rejected.
- 8.8 Bids shall be submitted only during working hours. However, where the deadline for submission of bids falls on a public holiday, the deadline shall be postponed to a date and time that shall be publicly communicated to all bidders and others concerned.

9. Opening of Bids

- 9.1 The Procurement Committee shall in public open all bids received, by the deadline for bid submission, at the designated place stipulated in the bidding documents; in the presence of the bidders or their representatives and any interested members of the public.
- 9.2 The officer designated by the Procurement Committee shall on opening of each sealed bid, read aloud the name and address of each bidder, the total amount of each bid, the Lot bided for, and shall ensure that these details are recorded by the Secretary of the Procurement Committee or his delegate in the minutes of the bid opening.
- 9.3 An attendance register shall be kept by the Secretary of the Procurement Committee where those in attendance at the bid opening shall write their names, their organizations, addresses, and sign.
- 9.4 The Secretary of the Procurement Committee shall ensure that all bidders that witnessed the bid opening signs against the amount they bided for in each lot as recorded on the bid opening template. See bid opening template (appendix III) for guidance.
- 9.5 After the public opening of bids, information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to bidders or other persons not officially concerned with this process until the publication of the award of contract.

10. Examination of Tenders

- 10.1 The Procurement Committee shall, before bid evaluation, examine all bids to ascertain that they:
 - 10.1.1 Meet the eligibility requirements stipulated in the bidding documents;
 - 10.1.2 Have been duly signed;
 - 10.1.3 Are substantially responsive to the requirements in the tender documents;
and
 - 10.1.4 Are generally in order.

- 10.2 The Procurement Committee may ask a contractor for clarification of its bid submission in order to assist in the examination, evaluation and comparison of bids; but it shall not ask or permit bidders to change the substance or price of their bids after the bid opening.
- 10.3 If a bid is not substantially responsive, that is, if it contains material deviations from or reservations to the terms, conditions, and specifications in the bidding documents, it shall not be considered further.

11. Evaluation of Tenders

- 11.1 The Procurement Committee shall constitute an Evaluation Sub-Committee to evaluate the bids that passed bid examination, to determine and select the Responsive Bidder with the Lowest Evaluated cost for award. The Responsive Bidder with the Lowest Evaluated cost shall be recommended for award provided the cost is reasonable for the completion of the work or services.
- 11.2 The evaluation procedure shall be by elimination, only bidders that meet the minimum criteria for technical evaluation shall be eligible for financial evaluation.
- 11.3 For procurement of works and goods, the bidder that have met the minimum technical standard and with the lowest evaluated cost shall be recommended for award while for procurement of services, determining who the responsive bidder with the lowest evaluated cost is, the performance of the bidders during technical evaluation shall be considered, in addition to considering the cost for executing the contract quoted by the bidders. The Evaluation Sub-Committee shall give its reason(s) for recommending the award of contract to a particular bidder; and the reason(s) shall be based on the principles contained in these Guidelines.
- 11.4 The Bid Evaluation Template exhibited as appendix VIII of these Guidelines shall be referred to for guidance.
- 11.5 The members of the sub-committee shall include:
1. Director of Planning and Statistics of the SIA;
 2. Director of Administration of the SIA;
 3. Procurement Officer of the SIA- Secretary;
 4. Representative of the Ministry of Budget and Planning;
 5. Representative of the Ministry of Education
 6. Director/officer in charge of water supply in the SIA;
 7. Director/officer in charge of sanitation in the SIA;
 8. Representative from the Ministry of Water Resources (or an equivalent Ministry);
 9. Relevant LGA WASH Coordinator(s);

10. A representative of the State's procurement regulatory agency (example, the Due Process Office)- observer;
 11. EU/UNICEF Consultants- observers;
 12. Representative of WASH CSOs-observer.
- 11.6 The Director of Planning and Statistics (or his equivalent) or the Director of Administration shall be the Chairman of the Evaluation Sub-Committee, depending on how relevant their work descriptions in the SIA are to the responsibility of serving as the Sub-Committee's Chairman.
- 11.7 The Evaluation Sub-Committee shall use no other method or criteria except those stipulated in the solicitation documents. All relevant factors, in addition to price, that will be considered for the purposes of bid evaluation and the manner in which such factors will be applied shall be stipulated in the solicitation documents.
- 11.8 Such factors shall be considered on the basis of "Yes or No or Not Applicable" as stipulated in the solicitation documents;
- 11.9 Where there is arithmetic error in the computation of the line items, the Evaluation Sub-Committee may correct such arithmetic error using the unit rate quoted; other arithmetic errors may also be corrected and the correction(s) must be communicate to the bidder concerned.
- 11.10 Discount on price quoted by any bidder shall not be allowed or considered during evaluation.
- 11.11 Negotiation of the contract price shall not be allowed.
- 11.12 Where the amount quoted by the lowest responsive evaluative bidder exceeds the budgeted sum, the procurement process may be cancelled and a new invitation to bid may be issued.

12. Verification of Bidders

- 12.1 The Evaluation Sub-Committee shall verify the information submitted by bidders before selecting the winning bid; bidders who no longer have the capability or resources stated on the bid documents shall be eliminated for the bidding processes.
- 12.2 Stakeholders, especially States, are enjoined to establish a databank of verified companies to ease or obviate the need to verify bidders' information.
- 12.3 A comprehensive verification report must be submitted as part of the documentation for request for NOC

13. Request for No Objection Certificate (NOC)

- 13.1 The Procurement Committee shall prepare a detailed report on the evaluation and comparison of bids, setting forth the specific reasons on which it is recommending the award of contract to the preferred bidder. The SIA shall submit to the Contributing Stakeholders the report providing, as a minimum, the information/documents outlined in the Checklist of Documents for Request for NOC contained in appendix XIV of these Guidelines, in addition to other information the Contributing Stakeholders may deem relevant.
- 13.2 The Contributing Stakeholders on the receipt of the Request for NOC shall issue the SIA with a “No Objection Certificate” to the proposed award or decline same, within three (3) weeks. Where the prescribed 3 weeks elapses and there is no response from the Contributing Stakeholder(s), the SIA shall write a reminder to the Contributing Stakeholder(s) in question; if 1 week after the reminder has been duly received and there is no response from the Contributing Stakeholder(s), it may be deemed that the Contributing Stakeholder(s) has/have given it/their “No Objection Certificate” as applied.
- 13.3 Where there is more than one procurement contract for which an application for a “No Objection Certificate” has been made, the Contributing Stakeholder(s) may issue “No Objection Certificates” to those procurement contracts that do not have any objection, while those with objections are being addressed.
- 13.4 Where the Contributing Stakeholders object to the proposed award, the SIA, within 1 week of receiving the objection, shall respond to the objection(s) of the Contributing Stakeholders and resubmit a recommendation for award to the Contributing Stakeholders for a “No Objection Certificate”.
- 13.5 The Contributing Stakeholders shall within 1 weeks of receiving the resubmission issue their “No Objection Certificate” or otherwise to the SIA. Where the Contributing Stakeholder(s) does not give further response to the resubmission after the 1 week prescribed, it may be deemed that “No Objection Certificate” has been given.

14. Stakeholders' Mediation

- 14.1 Where there is a deadlock between the SIA and any of the Contributing Stakeholders in the matter of applying and issuing a “No Objection Certificate” or any other matter, the concerned Contributing Stakeholders or the SIA may request any of the Contributing Stakeholders to convene a Stakeholders' consultative meeting, where the Contributing Stakeholder concerned and the SIA shall attend for the purpose of resolving the deadlock. In the meeting, the other Stakeholders represented shall mediate between the

Contributing Stakeholder concerned and the SIA to resolve the deadlock.

15. Notice to Winning Bidder

- 15.1 Having obtained a “No Objection Certificate” to the proposed award of contract from the Contributing Stakeholders, the SIA shall immediately notify the acceptance of the bid to the successful bidder.
- 15.2 The winning bidder shall in response write to the SIA to accept the offer of contract.
- 15.3 Where the winning bidder refuses or fails to accept the offer of contract, the SIA shall in consultation with the Contributing Stakeholders award the offer to the bidder evaluated as second to the winning bidder; and the winning bidder shall forfeit its bid security where applicable.

16. Debriefing of Bidders

- 16.1 The SIA shall publish and communicate to all bidders the outcome of the bid evaluation. The SIA shall permit any bidder who wishes to ascertain the grounds on which its bid was not selected, to request an explanation from the SIA. The SIA shall promptly provide in writing an explanation of why such bid was not selected. If a bidder requests a debriefing meeting, the bidder shall bear all their costs of attending such a debriefing meeting.

17. Award and Signing of Contract

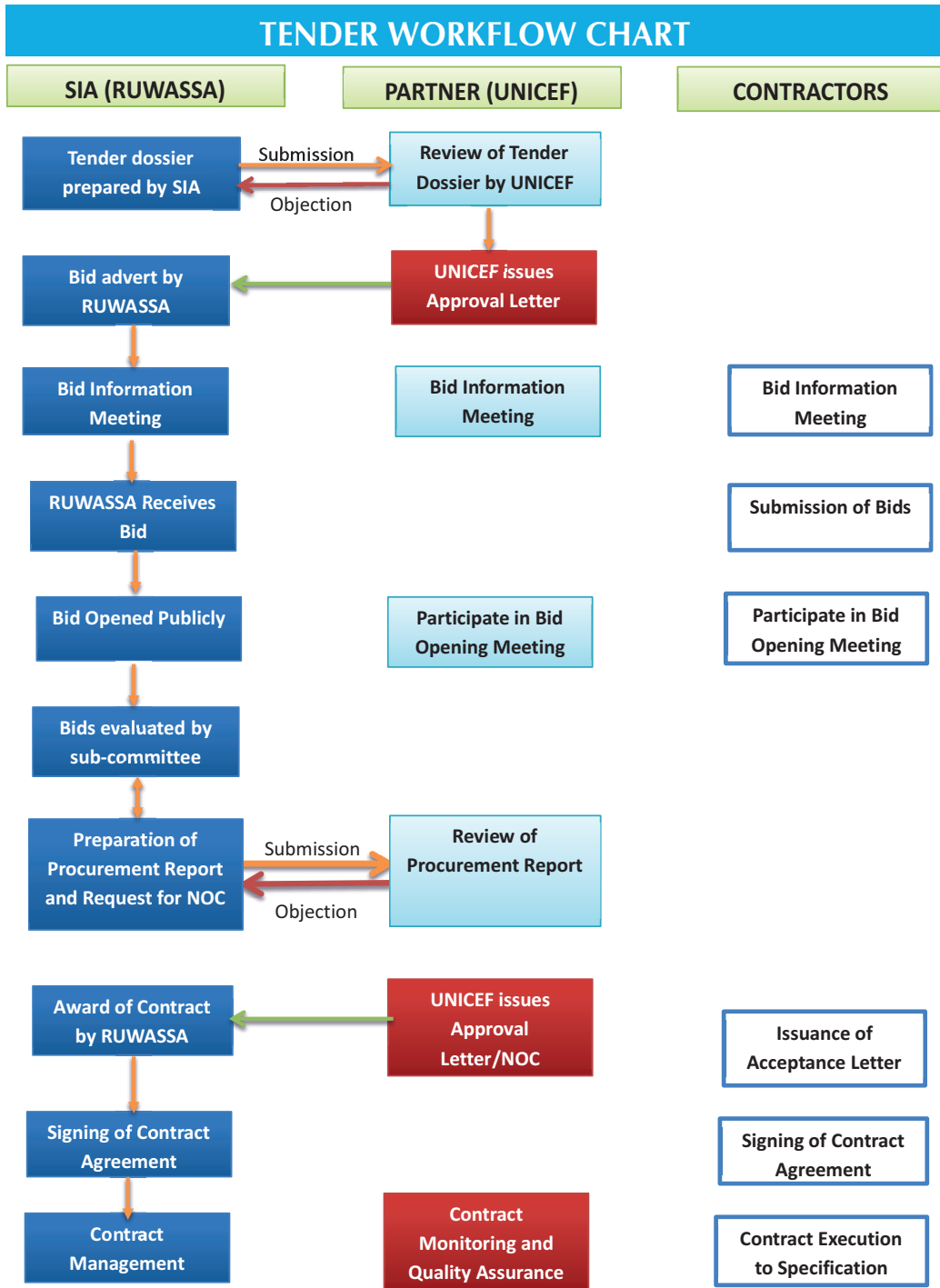
- 17.1 The SIA shall award the contract, within the period of the validity of bids, to the bidder who has been recommended and approved for the award.
- 17.2 The bidder shall neither be required nor permitted, as a condition of award, to undertake responsibilities for work not stipulated in the bidding documents or otherwise to modify the bid as originally submitted.
- 17.3 The SIA and contractor shall sign the contract agreement in respect of the procurement. The contract agreement shall be the one submitted and approved by the Contributing Stakeholders.

18. Contract Management

- 18.1 The SIA may pay contractor a mobilization fee of not more than 30% of contract sum, subject to submission by contractor of an unconditional bank guarantee issued by a

financial institution acceptable to the SIA.

- 18.2 The SIA shall make certain that the contractor mobilizes to site within the period as stipulated in the contract agreement.
- 18.3 If the contractor fails to mobilize to site within the time prescribed in the contract agreement, the SIA may in accordance to the agreement terminate the contract and award it to a responsive bidder with the second evaluated lowest cost, having obtained a prior approval of the Contributing Stakeholders,
- 18.4 The SIA shall also carry out the following contract management functions.
 - 18.4.1 Supervise the execution of contract and assign a qualified and competent officer(s) to regularly supervise the works; and the officer shall produce performance/works certification in relation to the contractor's payment request and forward both documents to the SIA for validation.
 - 18.4.2 Prepare, based on the supervision of the works, a monthly progress report on the execution of the contract and submit the report to the Contributing Stakeholders.
 - 18.4.3 Conduct works valuation and prepare request for payment with complete documentation in accordance with checklist for request for payment (appendix XVII) and submit same to Contributing Stakeholders in accordance with the funds disbursement arrangement as agreed under the Programme.
 - 18.4.4 In consultation with Contributing Stakeholders, may terminate the contract where the contractor defaults on any material part of the contract agreement that attracts such penalty.
 - 18.4.5 Facilitate/effect payment due to the contractor on satisfactory completion of work.
 - 18.4.6 Hand over the ownership of the completed work to the benefitting Communities.
 - 18.4.7 At the end of every phase of contract a comprehensive performance report will be written to capture in summary the overall performance of the contract phase. See appendix xix for details of performance report.



Other Methods of Procurement

Paragraphs 19 and 20 below provide for the methods of procurement that can be used where open competitive bidding would not be the most economic and efficient method of procurement, and where other methods are deemed more appropriate.

19. Restricted Tendering

- 19.1 Restricted tendering is essentially competitive bidding by direct invitation without open advertisement. Subject to the prior approval by the Contributing Stakeholders, the SIA may for reasons of economy and efficiency engage in procurement by means of restricted tendering if:
- 19.1.1 The works or services are available only from a limited number of suppliers or contractors;
 - 19.1.2 The time and cost required to examine and evaluate a large number of tenders is disproportionate to the value of the works or services to be procured; or
 - 19.1.3 The procedure is used as an exception rather than the norm.
- 19.2 Where the SIA engages in restricted tendering on the basis that the works, goods and services are available only from a limited number of suppliers or contractors, it shall invite tenders from all the suppliers and contractors who can provide the works or services; and where the basis is that the time and cost required to examine and evaluate a large number of tenders is disproportionate to the value of the works, goods or services, it shall select in a non-discriminatory manner of the number of suppliers or contractors to ensure effective competition;
- 19.3 The provisions of these Guidelines regarding the open competitive bidding procedure shall apply to the selective tendering proceedings, except to the extent that those provisions are varied by this paragraph.

20. Single Sourcing

Single sourcing involves procuring goods, works or services directly from a single contractor. Such circumstance would rarely, if at all, occur. Subject to the approval by the Contributing Stakeholders, the SIA may carry out Single-Sourcing, where:

- 20.1 Works or services are only available from a particular supplier or contractor, or if a particular supplier or contractor has exclusive rights in respect of the works, goods or

services, and no reasonable alternative or substitute exists; or

- 20.2 There is an urgent need for the works, goods or services and engaging in tender proceedings or any other method of procurement is impractical due to unforeseeable circumstances giving rise to the urgency, which is not the result of dilatory conduct on the part of the SIA;
- 20.3 Owing to a catastrophic event, there is an urgent need for the works or services, making it impractical to use other methods of procurement because of the time involved in using those methods;
- 20.4 The SIA which has procured goods, equipment, technology or services from a supplier or contractor, determines that:
 - 20.4.1 Additional supplies need to be procured from that supplier or contractor because of standardization;
 - 20.4.2 There is a need for compatibility with existing goods, equipment, technology or services, taking into account the effectiveness of the original procurement in meeting the needs of the SIA,
 - 20.4.3 The limited size of the proposed procurement in relation to the original procurement provides justification,
 - 20.4.4 The reasonableness of the price and the unsuitability of alternatives to the works, goods or services in question merits the decision.

21. Definition of Terms

In these Guidelines

“Bid security” means a form of security assuring that the bidder shall not withdraw a bid within the period specified for acceptance and shall execute a written contract within the time specified in the bid;

“Certificate of No Objection” or “No objection” means the document evidencing and authenticating that due process and the letters of this Guidelines have been followed in the conduct of a procurement proceeding and allowing for the State Implementing Agency (the procuring entity) to enter into contract or effect payments to contractors from the Implementation Bank Account;

“Contractor or supplier” means any potential party to a procurement contract with the SIA/procuring entity and includes any corporation, partnership, individual, sole proprietor, joint stock company, joint venture or any other legal entity through which business is conducted;

“Contributing Stakeholders” means the governments, organizations or communities that have agreed to contribute financially to the Programme;

“Goods” means objects of every kind and description including raw materials, products and equipment and objects in solid, liquid or gaseous form and electricity as well as services incidental to the supply of the goods;

“Open Competitive Bidding” means the offer of prices by individuals or firms competing for a contract, privilege or right to supply specified works, construction or services;

“Procurement” means acquisition;

“Programme” means Water Supply and Sanitation Sector Reform Programme (WSSSRP); the Niger Delta Support Programme (NDSP) or any other Programme with similar objectives and of which the Stakeholders adopt these Guidelines;

“Project” means the works or services to which the contributions made by the Stakeholders are intended and utilized for, and may where appropriate include goods;

“Procurement proceedings” means the initiation of the process of effecting procurement up to award of a procurement contract;

“Public Procurement” means the acquisition by any means of goods, works or services by the government, specifically through the State Implementation Agency;

“Responsive bidder with the lowest evaluated cost” is the bidder that submitted the lowest price bid amongst the bids that meets all the technical requirements and standards as contained in the tender document.

“Services” means the rendering by a contractor or supplier of his time and effort and includes any object of procurement other than goods, works or construction;

“Solicitation Documents” means the bid solicitation documents or any other documents for solicitation of offers;

“Works” means all works associated with the construction, reconstruction, demolition, repair or renovation of a building, structure or works, such as site preparation, excavation, erection, building, installation of equipment or materials, decoration and finishing, as well as services incidental to construction such as drilling, mapping, satellite photography, seismic investigation and similar services provided pursuant to the procurement of contract, where the value of those services does not exceed that of the construction itself.

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APPENDIX III(d): BID OPENING REGISTER
APPENDIX IV: SAMPLE INSTRUCTIONS TO BIDDERS
APPENDIX V: SAMPLE BID ADVERT
APPENDIX VI: INVITATION TO BID
APPENDIX VII: BID SUBMISSION SHEET
APPENDIX VIII: BIDDER INFORMATION SHEET (FORM W-2)
APPENDIX IX: BID EXAMINATION AND EVALUATION CHECKLISTS/TEMPLATES
APPENDIX X: BANK GUARANTEE FOR BID SECURITY
APPENDIX XI: NOTIFICATION OF AWARD
APPENDIX XII: CONTRACT AGREEMENT
APPENDIX XIII: BANK GUARANTEE FOR PERFORMANCE SECURITY
APPENDIX XIV: BANK GUARANTEE FOR ADVANCE PAYMENT
APPENDIX XV: CHECKLIST OF DOCUMENTS FOR REQUEST FOR NOC
APPENDIX XVI: VALUATION CERTIFICATE TEMPLATE
APPENDIX XVII: JOB COMPLETION CERTIFICATE
APPENDIX XVIII: CHECKLIST OF DOCUMENTS FOR PREPARATION OF CONTRACT CLAIM/REQUEST FOR PAYMENT.
APPENDIX XIX: CHECKLIST FOR DEVELOPMENT OF COMPREHENSIVE PERFORMANCE REPORT FOR EACH CONTRACT PHASE

Appendix I: Procurement Plan and Monitoring Template

EU/UNICEF WASH PROJECT:..... STATE PROCUREMENT PLAN																			
NUMBER AND TYPE OF WATER POINTS (Based on allocated fund):																			
TOTAL ESTIMATED CONTRACT VALUE INCLUDING SUPPLIES AND COMMUNITY SHARE IN NAIRA												Legend							
TOTAL ESTIMATED GOVERNMENT CONTRIBUTION BASED ON THE CONTRIBUTION ARRANGEMENT IN NAIRA												Timeline							
TOTAL ESTIMATED GOVERNMENT CONTRIBUTION AVAILABLE IN DEDICATED ACCOUNT IN NAIRA																			
SN	Activities	Oct				Nov				Dec				Jan				Responsibility	Remarks
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
1	Prepare procurement plan based on State Specific Work Plan and Share with contributing stakeholders																		
2	Mobilize Stakeholders' contributions and setting it aside in project account																		
3	Mobilize partner communities																		
4	Complete contract design/tender dossier and share with contribution stakeholders for feedback																		
5	Feedback and approval received from contributing stakeholders on contract documents and tender dossier																		
6	Advertisement of the tender (share copies with Stakeholders)																		
7	Invitation to all stakeholders for participation in a pre-bidding meeting and issuance of bidding documents																		
8	Receipt of bids from interested contractors																		
9	Receipt of completed bids from contractors																		
10	Bid opening exercise																		

Appendix II: Checklist of Documents for Compiling Tender Dossier

- Procurement plan
- Evidence of availability of local contribution
- Sample bid advert
- Sample Letter of Invitation to bidders
- Sample Instruction to bidders
- Sample Letter of Contract Award
- Sample Contract Agreement
- Assessment Report for Water quality Laboratories
- Description of Lots
- Technical documents
 - BOQ
 - Technical Drawing
 - Technical Specification
 - Design choice criteria
- Bid Evaluation templates
- Engineer's cost estimate

(Check the box of any document that has been provided)

Appendix IIIa: Bid Submission Register

S/N	NAME OF COMPANY	ADDRESS	NAME OF REP.	DATE AND TIME	SIGNATURE OF COMPANY REP.
1					
2					
3					

Appendix IIIb: Attendance Register for Contractors

TITLE:

DATE:

S/N	NAME OF COMPANY	ADDRESS	NAME OF REP.	DESIGNATION	SIGNATURE
1					
2					
3					

Appendix IIIc: Attendance Register for Stakeholders

TITLE:

DATE:

S/N	NAME	ORGANIZATION	DESIGNATION	SIGNATURE
1				
2				
3				

Appendix IIId: Bid Opening Register

TITLE:

DATE:

S/N	COMPANY NAME AND ADDRESS	NAME OF REP.	LOT	AMOUNT	SIGNATURE OF COMPANY REP.
1					
2					
3					

Appendix IV: Sample Instructions to Bidders



**GOVERNMENT OF THE..... STATE OF NIGERIA
(Insert the name and address of the contracting authority)**

INSTRUCTIONS TO BIDDERS

1. Preparation of Bids: Forms furnished shall be used, and there shall be strict compliance with the requirements of the Invitations, these instructions and the instructions on the forms.
2. Specifications and schedules: The specifications, conditions, schedules and drawings which form the basis of any bid will be considered as part thereof and will form part of the contract. Copies of these papers will be furnished to or made available for the inspection of bidders by the State Government.
3. Corrections: Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
4. Marking and mailing bids: Bids must be securely sealed in the bid envelope provided or other suitable envelope clearly marked on the outside with the Lot/bid number.
5. Time for receiving bid: Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified.
6. Public opening of bids: Bidders or their authorized representatives may attend the opening of bids at the time specified.
7. Award or rejection of bids: The contract will be recommended to the Contributing Stakeholders to be awarded to the responsive bidder with the lowest evaluated cost, complying with the conditions and specifications of the Invitation to Bid, provided his bid is reasonable. The bidder to whom the award is made will be notified at the earliest possible date after the Contributing Stakeholders have approved the award or issued a “Certificate of No Objection” to the award/procurement. The Procurement Entity, however, reserves the right to reject any and all bids. The Procurement Entity also

reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; or a bid of a bidder who did not meet the conditions and specifications in the Invitation to Bid.

8. Errors in bid: Bidders or their authorized agents are expected to examine maps, drawings, specifications, circular, schedules and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error in the bid.

NOTE 1 - Any request for information regarding the specifications on this Invitation to bid should be forwarded in the bidder's letterhead envelope without bid reference in order that the letter may be opened in the regular course of business.

NOTE 2 - Wherever items offered are not exactly in accordance with specifications set out or wherever alternatives are offered, it is the bidder's responsibility to furnish in its Tender full descriptive specifications and illustrations of such items. (This does not apply to works contracts with detailed BOQs)

NOTE 3 – Submitted Bids shall be valid for 90 days.

CONDITIONS

1. In case of errors in the extension of prices in the bid, the unit price will govern.
2. Discounts: Discounts shall not form part of the bid offer and if offered shall not be considered.
3. Default: In case of default of the Contractor, including but not limited to failure or refusal to make deliveries within the time specified, Procurement Entity may procure the works, articles, services, materials, or supplies from other sources, and hold the Contractor responsible for any excess cost occasioned thereby. Furthermore, Procurement Entity may by written notice terminate the right of the Contractor to proceed with deliveries or such part or parts thereof as to which there has been default.
4. Taxes: If it is determined that by reason of the immunities enjoyed by the United Nations or any other external support agency, any taxes are not required to be paid for works under these projects
5. Claims: The contractor hereby agrees only to look to the assets of the State Government for the payment of any valid claims under the provision of any contract resulting from this Invitation and that in no event shall any such claims be paid from any other assets of the State Government.
6. Any claim or controversy arising out of or relating to any Contract resulting herefrom, or to the breach thereof, shall be settled in accordance with the arbitration rules of the Federal Republic of Nigeria as at present in force. The Parties agree to be bound by any arbitration award rendered in accordance with this paragraph as the final adjudication of any such claim or controversy.
7. Inspection: The Procurement Entity or its representative reserves the right of inspection and

- supervision at any level of the contract execution.
8. Risk: The supplies when ordered will be at supplier's risk and expense until they are delivered to the authorized location and utilized accordingly.
 9. Payment: Payment will be made after receipt of invoices, and engineer's valuation and completing certificate.

I _____ on behalf of our Company (enlisted by the State Government) including all our sub-contractors fully recognize, subscribe and support the Convention of the Rights of the Child and certify that:

- No child under 14 years is to work in supplier or sub-contractor's business.
- Children between 14 to 18 years are to be protected from all forms of exploitation & hazardous occupations.

“Exploitation” means: equal salary for equal work, not more than 7 hours of work per day, breaks after every 3 hours and paid holidays etc.

“Hazardous” means: having any adverse effect on physical, mental, psychological development of the child.

Company's officer or authorized person's signature

Name and title:

Seal and Date:

Address:

Telephone No(s):

In compliance with this instruction to bidder and subject to all the conditions thereof I (with the above name and signature) offers and agrees, if this proposal be accepted, to provide all services and items upon which prices are quoted, at the prices set for each of them, within the time and at the place indicated.

Appendix V: Bid Advert Template



GOVERNMENT OFSTATE OF NIGERIA
(Insert the name and address of the contracting authority)

INVITATION TO TENDER

1.0 PREAMBLE

The Government of (insert the name of State) through the State Rural Water Supply and Sanitation Agency (RUWASSA) with support from the European Union (EU) and UNICEF under the Rural Component of Water Supply and Sanitation Sector Reform Programme II (WSSSRP II) hereby invites tenders from reputable contractors for the construction of water and sanitation facilities in (insert names of LGAs) Local Government Areas of the State.

2.0 SCOPE OF WORK

- Construction of Nos. of (insert the type of water point) Water point in (insert no.) communities across (insert names of LGAs) and divided into lots
- Construction of Nos. of (insert the type of sanitation facilities) Sanitation facilities in (insert no.) communities across (insert names of LGAs) and divided into lots

3.0 MANDATORY REQUIREMENTS

Companies interested in the project are to submit company profiles which must contain the following:

- a. Evidence of Registration with the Corporate Affairs Commission (CAC);
- b. Current Tax Clearance Certificate;
- c. Current Tax Clearance Certificate of at least 2 directors or proprietor(s) (delete where not applicable);
- d. Evidence of registration with the State as a contractor/supplier (delete where

- not applicable);
- e. Company's audited financial account (indicating turnover) and funding information over the past 3 years endorsed by a firm of chartered accountants;
 - f. Evidence of financial capability from reputable Bank(s);
 - g. Company's profile, organogram and resume of relevant key technical staff, including individual attestation of availability. Include copies of professional certificates with seal and endorsement;
 - h. Verifiable evidence of similar projects previously undertaken, including letters of awards and Completion Certificates within the past three (3) years; indicate the financial value of these similar projects;
 - i. Description and list of relevant equipment owned by contractor/supplier; include proof of ownership or lease or license over the equipment;
 - j. Any additional information that will enhance the potential of the contractor/supplier.

4.0 COLLECTION AND SUBMISSION OF TENDER DOCUMENTS AND COMPANY PROFILES

Interested bidders are to collect bid documents from the (Insert address of the contracting authority or its specific department/office concerned here) on payment of tender fee of (insert amount in words and in figures). The tender fee is to be paid to (insert medium of payment of tender fee). Collection of tender documents shall commence from (insert date) between 9.00 am to 3.00 pm (the time may be reviewed as the contracting authority deems appropriate), Mondays to Fridays, except on public holidays. Completed tender documents and company profile, which shall be in five copies (one original and four photocopies) with soft copies in a DVD (containing spreadsheet copy of the completed BOQ and PDF Copies of other bid documents) are to be submitted in a sealed envelope marked with the company's bid invitation number at the top left-hand corner, and addressed to: The (insert the title of the head of the agency) Rural Water Supply and Sanitation Agency (RUWASSA), (insert address). Sealed envelopes will be received at RUWASSA office until 11 a.m (insert Date). Bid opening shall follow immediately after the submission deadline at the (Insert address of the contracting authority or the intended bid opening location here). The representatives of the bidders and the general public are invited to witness the public opening of bids.

5.0 DISCLAIMER (use were necessary – this may not be applicable in most cases as it is part of the information on the signed invitation to bid)

This advertisement for “Invitation to Tender” shall not be construed as a commitment on the part of (insert the name of the agency), nor shall it entitle any company to make any claim

whatsoever, and/or seek any indemnity from the agency or from the State Government and/or any of its departments, by virtue of such company having responded to this advertisement.

All expenses incurred in preparing “Invitation to Tender” response and all expenses otherwise associated with “Invitation to Tender” responses shall be borne solely by the prospective contractor.

Signed

(Insert the designation of the head of the contracting authority)

(Insert the contracting authority)

Appendix VI: Invitation to Bid



GOVERNMENT OF THESTATE OF NIGERIA
(Insert the name and address of the contracting authority)

**BIDS WILL NOT BE CONSIDERED UNLESS
RETURNED IN SEALED ENVELOPE
CLEARLY MARKED WITH INVITATION
NUMBER.**

INVITATION TO BID

**IN ALL CORRESPONDENCE REFER TO
INVITATION TO BID: Ref: (insert number)
DATE ISSUED: (insert date)**

1.0 PREAMBLE

The Government of (insert the name of State) through the State Rural Water Supply and Sanitation Agency (RUWASSA) with support from the European Union (EU) and UNICEF under the Rural Component of Water Supply and Sanitation Sector Reform Programme II (WSSSRP II) hereby invites tenders from reputable contractors for the construction of water and sanitation facilities in (insert names of LGAs) Local Government Areas of the State.

2.0 SCOPE OF WORK

- Construction of Nos. of (insert the type of water point) Water point in (insert no.) communities across (insert names of LGAs) and divided into lots
- Construction of Nos. of (insert the type of sanitation facilities) Sanitation facilities in (insert no.) communities across (insert names of LGAs) and divided into lots

3.0 MANDATORY REQUIREMENTS

Companies interested in the project are to submit company profiles which must contain the following:

- a. Evidence of Registration with the Corporate Affairs Commission (CAC);
- b. Current Tax Clearance Certificate;
- c. Current Tax Clearance Certificate of at least 2 directors or proprietor(s)

- (delete where not applicable);
- d. Evidence of registration with the State as a contractor/supplier (delete where not applicable);
 - e. Company's audited financial account (indicating turnover) and funding information over the past 3 years endorsed by a firm of chartered accountants;
 - f. Evidence of financial capability from reputable Bank(s);
 - g. Company's profile, organogram and resume of relevant key technical staff, including individual attestation of availability. Include copies of professional certificates with seal and endorsement;
 - h. Verifiable evidence of similar projects previously undertaken, including letters of awards and Completion Certificates within the past three (3) years; indicate the financial value of these similar projects;
 - i. Description and list of relevant equipment owned by contractor/supplier; include proof of ownership or lease or license over the equipment;
 - j. Any additional information that will enhance the potential of the contractor/supplier.

4.0 COLLECTION AND SUBMISSION OF TENDER DOCUMENTS AND COMPANY PROFILES

Interested bidders are to collect bid documents from the (Insert address of the contracting authority or its specific department/office concerned here) on payment of tender fee of (insert amount in words and in figures). The tender fee is to be paid to (insert medium of payment of tender fee). Collection of tender documents shall commence from (insert date) between 9.00 am to 3.00 pm (the time may be reviewed as the contracting authority deems appropriate), Mondays to Fridays, except on public holidays. Completed tender documents and company profile, which shall be in five copies (one original and four photocopies) with soft copies in a DVD (containing spreadsheet copy of the completed BOQ and PDF Copies of other bid documents) are to be submitted in a sealed envelope marked with the company's bid invitation number at the top left-hand corner, and addressed to: The (insert the title of the head of the agency) Rural Water Supply and Sanitation Agency (RUWASSA), (insert address). Sealed bids will be received at RUWASSA office until 11 a.m (insert Date). No late BIDS SHALL BE ACCEPTED. Bid opening shall follow immediately after the submission deadline at the (Insert address of the contracting authority or the intended bid opening location here). The representatives of the bidders and the general public are invited to witness the public opening of bids.

5.0 DISCLAIMER

This “Invitation to Tender” shall not be construed as a commitment on the part of (insert the name of the agency), nor shall it entitle any company to make any claim whatsoever, and/or seek any indemnity from the agency or from the State Government and/or any of its departments, by virtue of such company having responded to this advertisement.

All expenses incurred in preparing “Invitation to Tender” response and all expenses otherwise associated with “Invitation to Tender” responses shall be borne solely by the prospective contractor.

Programme: WATER, SANITATION AND HYGIENE (WASH)

For additional information regarding this invitation, please contact:
The Programme Manager,State RUWATSSA,

Signature:

(PLEASE READ CAREFULLY INSTRUCTIONS TO BIDDERS ATTACHED)

NB:

- Forward bid with covering letter on company's letter head.
- Ensure that you forward bid in a sealed envelope quoting the Lot/bid number (.....) on the top right hand corner.
- Note that EU/UNICEF does not pay VAT or any type of tax.

Appendix VII: Bid Submission Sheet

Invitation for Bid No: Date:

Bid Package No:

To:

Name and address of Procuring Entity]

We, the undersigned, offer to execute in conformity with the Conditions of Contract and associated Contract Documents, the following Works and Related Services, viz:

Under Lot: (insert lot number)

The total price of our Bid is:

Naira:

[insert value in figures) [insert value in Words]

Our Bid be valid for the period stated in the Special Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Bid Security in the amount stated in the Special Instructions to Bidders is attached in the form of a [bank draft, bank guarantee] valid for a period of 28 days beyond the Bid validity date. If our Bid is accepted, we commit to obtaining a Performance Security in the amount stated in the Special Instructions to Bidders and valid for a period of 28 days beyond the date of issue of the Certificate of Practical Completion of Works.

We declare that ourselves, and any Subcontractors or Contractors for any part of the Contract, have nationalities from eligible countries and that the materials, equipment and related services will also be supplied from eligible countries. We also declare that the Government of Nigeria has not declared us, and any Subcontractors or Contractors for any part of the Contract ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, we are aware of the law and terms of this bidding concerning this and pledge not to indulge in such practices in competing for or in executing the Contract.

We are not participating as Bidders in more than one Bidder in this Bidding process. We understand that your written Notification of Award shall constitute the acceptance of our Bidder and shall become a binding Contract between us upon the signing of a formal Contract Agreement.

We understand that you are not bound to accept the lowest evaluated Bidder or any other Bidder that you may receive.

We, including all our sub-contractors, fully recognize, subscribe and support the Convention on the Rights of the Child and certify that:

1. No child under 14 years is to work in supplier or sub-contractor's business.
2. Children from 14-18 are to be protected from all forms of exploitation &

hazardous occupations.

We understand that “Exploitation” means equal salary for equal work; not more than 7 hours of work per day; allowing breaks after every 3 hours and paid holidays, etc.)

Signed

In the capacity of:

Duly authorized to sign the Bid on behalf of the Bidders.

Appendix VIII: Bidder Information Sheet (Form W-2)

Notes on Bidder Information Sheet

This note is for information only to assist the Procuring Entity in the completion of the Form when preparing the Bidder Document, but this note should not be included in the issued Bid Document.

The information to be filled in by bidders in the following pages will be used for purposes of verification of eligibility and qualification of the Bidders as provided for in relevant Clauses of the Instructions to Bidders. The Bidders, if prequalified earlier, should complete updated information only.

Invitation to Bidder No:

Date:

Bid Package No:

A. Individual Bidders

1. General Information of the Bidders

1.1 Bidders Legal Name:

1.2 Bidders legal address in Country of Registration:

1.3 Bidders legal status:

- Proprietorship
- Partnership
- Others
- Limited Liability Concern (Registered under the Companies and Allied Matters Act)
- Others:

1.4 Bidders Year of Registration:

1.5 Bidders Authorized Representative Information:

- Name
- Address
- Telephone / Fax Numbers
- e-mail address

1.6 Bidders Value Added Tax Registration Number:

1.7 Bidders Income Tax Identification Number (TIN):

1.9 Bidders to confirm that copies of the following documents are attached:

- (a) Articles of Incorporation or Registration of firm.
- (b) Original letter naming the person authorized to sign on behalf of the Bidder.
- (c)

- (d)
- (e) Others (to be completed by the Procuring Entity if required)

2. Qualification Information of the Bidder

2.1 General and Specific Experience

- (a)
- (b)
- (c)

2.2 Information on Equipment

Major items of Contractor's Equipment proposed for carrying out the works. List all information requested below.

- (a)
- (b)
- (c)

2.3 Personnel Information

Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

- (a)
- (b)
- (c)

2.5 Information on Sub-contractors

Proposed Sub-contractors and firms to be involved:

- (a)
- (b)
- (c)

3. Financial Information of the Bidder

- (a)
- (b)
- (c)

4. Individual Members of a Joint Venture

- (a)
- (b)
- (c)

Appendix IX: Bid Examination and Evaluation Checklists/Templates¹

BID EXAMINATION (ADMINISTRATIVE COMPLIANCE GRID)

Contract title:		Publication reference:						STATE/IA/YYYY/NO
Bid Envelope No/SN	Name of Bidder	Address	Bid signed by authorized person with complete copies (Yes/No)	General condition of Documentation & presentation of bids?				Overall decision? (Accept/Reject)
				Registration/Incorporation certificate (Yes/No)	Registration with State (Yes/No/NA)	Firm's current Tax Clearance Certificate (Yes/No)	Tax Clearance Certificate of 2 Directors (Yes/No/NA)	

Chairperson's name	Secretary's name
Chairperson's signature	Secretary's signature
Date	Date

¹Note on use of the examination and evaluation checklists. Where a bidder that is being examined or evaluated (whose name and other details are to be written in the appropriate row) possesses or satisfies a requirement (as shown in a column heading of these checklists) the bidder shall earn a "yes" indicating that it has passed that requirement. Where the bidder does not possess or satisfy a requirement, the bidder shall earn a "No" indicating that it has failed that requirement. A "No" in one column should disqualify a bidder from being considered for another stage of the examination or evaluation and also disentitles the bidder from winning the procurement contract. Where a requirement shown in a column heading of these checklists was not requested for by the Procuring Entity during the solicitation, the bidders will earn a "NA" on that column, indicating that the requirement does not count in the examination or evaluation.

Technical Evaluation Checklist I (Professional capacity checklist)

Contract title:		Construction of water supply facilities in project communities		Publication reference:		STATE/S/YYY/NO	
Bid Envelope No/SN	Name of Bidder	Address	Relevant Experience in the Last 3 Years 2 years in similar jobs (Yes/No)	Qualification of Key Staff			Overall decision? (Accept/Reject)
				Engineer/Builder (HND/B. Eng) (Yes/No/NA)	Geologist (Yes/No/NA)	Driller (Trade Test) (Yes/No/NA)	

Chairperson's name		Secretary's name	
Chairperson's signature		Secretary's signature	
Date		Date	

Technical Evaluation Checklist II (Equipment and Financial Capacity checklist)

Contract title:		Construction of water supply facilities in project communities				Publication reference:		STATE/SIA/YYYY/NO	
Bid Envelope No/SN	Name of Bidder	Relevant Equipment				Financial Capacity			Overall decision? (Accept/Reject)
		Rig with accompanying compressor (Yes/No/NA)	Welding Machine (Yes/No/NA)	Support Trucks Yes/No	Standby generator (Yes/No/NA)	Audit account for the past 3 years (endorsed by a chartered accountant) (Yes/No)	Has 100% on the bided contract sum as average turnover for the last 2 years (Yes/No)	Has done 50% value (in terms of money) of similar job in the last 3 years (Yes/No)	

Chairperson's name		Secretary's name	
Chairperson's signature		Secretary's signature	
Date		Date	

Appendix X: Bank Guarantee for Bid Security

[this is the format for the Bid Security to be issued by a Bank Acceptable to the Procuring Entity in accordance with ITB Clause 30]

Invitation for Bid No:

Date:

Bid Package No:

To:

[Name and address of Procuring Entity]

BID GUARANTEE No:

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

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

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

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

This guarantee will expire:

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

Signature

Signature

Appendix XI: Notification of Award

GOVERNMENT OF THESTATE OF NIGERIA

(Insert the name and address of the contracting authority or use the official letterhead paper)

Date.....
The Managing Director/CEO
.....
.....
.....

Sir,

AWARD OF CONTRACT FOR THE
..... IN SELF-SELECTED
COMMUNITIES OF LGAs OFSTATE

This is to inform you that you have been awarded the contract for the (State briefly what the contract is for: for example, drilling and completion ofno. of hand pump boreholes) within
Communities of LGAs ofState (See attached description of locations for details). This award is based on the outcome of evaluation of all responsive bids submitted for the Lot concerned.

The total contract sum payable on this contract is N.....
(In words.....), at a unit cost of N..... (In words.....).

Be informed also that the signing of contract documents will take place at (Venue) on the day of 20
by (Time).

Congratulations.

Yours faithfully,

Signature of officer:
Name of officer:
Post of officer:

Appendix XII: Sample Contract Agreement

SAMPLE CONTRACT AGREEMENT

BETWEEN

..... STATE
RURAL WATER SUPPLY AND SANITATION AGENCY
(..... RUWATSSA)
....., STATE,
NIGERIA

AND

.....

**THE DRILLING, COMPLETION AND INSTALLATION OF
HAND PUMP BOREHOLES WITHIN..... SELF-SELECTED
COMMUNITIES OF..... LGA..... STATE**

This Agreement is made this day of,

BETWEEN

..... STATE RURAL WATER SUPPLY AND SANITATION AGENCY (..... RUWATSSA) (herein called the "Employer", which expression shall where the context so admit include its successors – in – office, Representatives and Assigns) of the one part;

AND

_____ (herein after called "The Contractor" with address at _____ Phone: _____, which expression shall where the context so admits include its successors In-title, Representative and Assigns) of the other part.

WHEREAS:

1. The employer (..... RUWATSSA) is desirous of drilling, completion and installation of hand pump Boreholes within self-selected communities (.....) of LGAs of State
2. The Contractor has submitted tender for the drilling and completion of the works as shown in the bill of quantities.
3. The Employer has accepted the said tender and has requested the contractor to execute and carry out work upon and subject to the terms and conditions hereafter provided.
4. The Employer has accepted that mobilization to site shall be withinweeks of signing the contract, failure, which the employer may revoke the contract.
 - i. No advance payment will be made to contractors as mobilization.
 - ii. Payment to be based on work completed and certified by the Engineer
 - iii. Payment for each borehole completed will be based on measured quantities as specified in the bill of quantities, and completion of related reports (geophysical, pump test, water quality analysis, and completion of standard borehole data).
 - iv. Estimated drilling depth of any borehole shall be based on geophysical survey interpretation, which must be approved by the engineer prior to commencement of drilling. Variation of the estimated depth during drilling must have prior approval by the engineer.
 - v. The timeframe for the completion of works is weeks from the date this agreement is signed. At the expiration of this completion period, every outstanding work stands terminated and only the volume of work completed will be evaluated and paid for.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. INTERPRETATIONS:

In this Agreement, unless otherwise required, word and expression shall have the same meaning as one respectively assigned to them in the General Conditions of Contract issued during the bidding, in the absence of which that of the Federal Ministry of Works and Housing shall be

deemed as adopted with local modifications.

- a. The term “Borehole” shall mean such as had already been defined in the bidding particulars.
- b. Lot' shall mean the zones set apart in the State where the drilling operation will be taking place and made available to the contractor by the Employer upon, which the works under this Agreement are to be erected.

2. DOCUMENT FORMING PART OF THIS AGREEMENT:

The following documents shall form part of and be read and constituted as one with this Agreement, namely: -

- i. The letter of award of contract
- ii. Bill of quantities
- iii. Borehole technical specification and design
- iv. Description of Lot document
- v. The issued General Conditions of Contract
- vi. The issued Instruction to Bidders

3. VARIATION:

Variation under this contract is limited to variations in the measured quantities as contained in the BOQ.

4. OBLIGATION TO EXECUTE CONTRACT:

For the consideration hereinafter mentioned, the contractor shall carryout and completes the works as specified, to the satisfaction of the Employer.

5. CONTRACT SUM:

The maximum sum payable in this contract is N..... (in words)

6. TERMS OF PAYMENT:

Payment will be based on work completed, in the following instalments; -

- 6.1. For every set of Boreholes completed and certified by the Engineer.
- 6.2.% of the total contract sum will be held as retention fee for a period of months.

Payments can only be made for jobs satisfactorily completed within the contract period.

7. SUPERVISION:

The Employer shall appoint an Engineer for the purpose of supervision of the drilling operations, completion and payment of the contract sum as specified in clause 6 above. A hydrogeologist in the State Rural Water Supply and Sanitation Agency, hereafter referred to as the Hydrogeologist, shall issue from time to time interim certificates of satisfactory performance as the work progresses. His cost of supervision, as included in the BOQ, shall be paid by the contractor to the agency prior to the commencement of works (remove were not applicable).

8. TIME FOR COMPLETION:

Time shall be of the essence of this Agreement. The contractor shall complete the said works

and remove all surplus materials, plant and rubbish from the works sites within the contract period.

9. DEFECT LIABILITY PERIOD:

The Maintenance and defect liability period for this contract shall be months, reckoning from the date of handing over of the completed works during which period the contractor shall make good at his own expense, any defect in the works to the satisfaction of the Employer.

The% retention fee stated in paragraph 6 of this Agreement shall to be paid to the contractor at the end of the defect liability period stated.

10. WARRANTY:

The contractor hereby guarantees that all materials and equipment to be used for the works are of the best quality as stated in the Bid/BOQ particulars – free from any defect.

11. ASSIGNMENT:

The contractor shall not assign or transfer the benefit or obligation of this Agreement or any part therefore without the prior written consent of the Employer.

No assignment, however, may relieve the contractor of his obligation under this agreement to the extent that such obligations are actually performed by the assignee.

12. INSURANCE:

The contractor shall at all times during progress of the work keep the works insured, in the full value hereof, from damage by whatever cause, with a reputable insurance company acceptable to the Employer and shall when so required produce to the Employer all policies and receipts for premium.

13. PROVISION OF MATERIALS:

The contractor shall provide all materials (casing, screen, pumps, washed gravel, cement, sand etc) and lubricants necessary for the purpose of executing the work. As may be stated in the BOQ, the contractor shall procure the needed materials from reputable sources. All such materials shall be of best quality of their respective kinds and shall be approved by the Employer's Supervisor. Where the supervisor declares any material to be of inferior quality the contractor shall replace same with material of approved quality.

14. CONSTRUCTION OF BOREHOLE:

The contractor shall forthwith re-drill at his own cost and expense any abortive borehole (yielding less than 0.5 litres per second) and any part of the borehole, which is not, in the opinion of the supervisor, in accordance with the specification. Pumping test should be done with the application of the continuous pumping technique, and using a minimum of 1 horsepower pump, at a pumping rate of not less than 0.5 litres per second for not less than 1 hour. A recovery test should also be done. Step drawdown pumping can also be done for a hole that the yield is questionable, to ascertain if the hole can sustain prolonged pumping. Every pumping test must be witnessed by the Supervisor and all equipment to be used certified by him. For abortive holes the contractor will be paid for the cost of geophysical survey only, in accordance with the price quoted on his BOQ.

15. FORCE MAJEURE:

If any circumstances of force majeure should prevent or hinder the full or partial execution by either party of the obligation arising under this Agreement, the part so affected shall be excused from performance of its obligations only to the extent that such performance is prevented or delayed.

- i. The party affected by the force majeure shall notify the other party within two (2) days of its occurrence and shall make every reasonable effort to shorten the delay arising from or caused by the force majeure and minimise the effect of same as far as possible.
- ii. For the purpose of this agreement, force majeure shall be construed as circumstances beyond the control of either party to this Agreement including but not limited to Acts of God, public disorder, fire, strikes and war.

16. NOTICE:

All notices between the parties shall be in writing. Notice shall be given by registered letter, telex or fax messages, sent to the registered office or principal place of business of the parties and any notice thus given shall be deemed effected.

17. TERMINATION OF CONTRACT:

In the event that either party shall commit or permit a breach of any material part of this Agreement, the other party shall have the right to terminate this Agreement by giving 7 (seven) days prior notice in writing to the party in default provided that if such defaulting party shall make good the breach, to the satisfaction of the other within 7 days after this notice has been given, to be void and of no effect.

PROVIDED ALWAYS that the Employer may at any time terminate this Agreement if the Employer is satisfied that the contract is being stalled due to the contractor's inability to keep to the required quality or pace of work or its general inability to perform contract. For non-completion of works before the expiration of the contract period, the contract stands automatically terminated and at this time the Employer may wish to re-award the contract to same or another contractor.

In witness whereof, the representative of the party of the first party hereto has set his hands and seal and the party of the second part has caused it corporate seal to be a fixed hereunto the day and year first above written.

Signed for and on behalf of..... State RUWATSSA by

..... RUWASSA,
..... State.

The Programme Manager,

In the Presence of:
Name of Witness:
Address:
Occupation:
Signature: Date:

SIGN AND SEAL

Was hereto affixed on this document

FOR THE CONTRACTOR

Name:
Address:
Designation:
Signature/Seal: Date:

Name of Witness:
Address:
Occupation:
Signature: Date:

Appendix XIII: Bank Guarantee for Performance Security

[this is the format for the Performance Security to be issued by a Bank acceptable to the Procuring Entity in accordance with ITB Clause 53]

Contract No: Date:

To:

[Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No:

We have been informed that [name of Contractor] (hereinafter called “the Contractor”) has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called “the Contract”), the execution of works [description of works] under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Contractor, we [name of bank] hereby irrevocably undertake to pay you, without cavil, delay or argument, any sum or sums not exceeding in total an amount of Naira [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Appendix XIV: Bank Guarantee for Advance Payment

[this is the format for the Advance Payment Guarantee to be issued by a commercial bank of Nigeria in accordance with SCC Clause 70]

Contract No: Date:

To:

[Name and address of Procuring Entity]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that [name of Contractor] (hereinafter called “the Contractor”) has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called “the Contract”), the execution of works [description of works] under the Contract.

Furthermore, we understand that, according to your conditions, Advance Payments must be supported by a bank guarantee.

At the request of the Contractor, we [name of bank] hereby irrevocably undertake to pay you, without cavil, delay or argument, any sum or sums not exceeding in total an amount of Naira [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Procuring Entity and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee is valid until [date of validity of guarantee or until performance of the contract to the full value of advance payment or full refund of same at a notified date]; consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Appendix XV: Checklist of Documents for Request for NOC

- Letter of request for no objection certificate
- Table of content
- Comprehensive report of the procurement processes followed, which includes:
 - Report of pre-qualification exercise
 - Report of pre-bidding meeting
 - Report of bid opening meeting
 - Report of bid evaluation meetings, and attach:
 - Administrative compliance grid/prequalification template used
 - Summary of bid analysis
 - Copies of BOQS of recommended contractors
 - Verification Report
 - Estimated cost contribution from the various stakeholders
- State due process certification letter
- Evidence of availability of supervision funds
- Tender dossiers (appendix)
 - Approved procurement plan (attach evidence of approval)
 - Letters of invitation to stakeholders' meetings
 - Copies of the procurement adverts
 - Sample letter of invitation to bidders
 - Sample instruction to bidders
 - Sample letter of contract award
 - Sample contract agreement
 - Description of lots
- Technical documents (as applicable) as follows:
 - Hand pump boreholes bid documents
 - BOQ
 - Technical drawing
 - Technical specification
 - Motorized borehole bid documents
 - BOQ
 - Technical drawing
 - Bid documents for solar installations
 - BOQS for type a, b and c
 - Technical drawings for type a, b and c
 - Technical specification
 - Design choice criteria
 - Bid documents for fencing of solar installations
 - Technical drawing
 - BOQ

(Check the box of any document that has been provided)

Appendix XVI: Valuation Certificate Template

GOVERNMENT OF THE..... STATE OF NIGERIA
(Insert the name and address of the contracting authority)

VALUATION CERTIFICATE NO:

Contract no., signed on the of..... 20...., for the (state briefly what the contract is for: for example, drilling and completion ofno. of hand pump boreholes) within

..... (Number of locations/communities for the works) of LGA(s) ofState

Name of Contractor:

DETAILS OF PAYMENT:

- i. Contract sum
- ii. Total amount of work ordered
- iii. Total value of Work executed to date
- iv. Total amount payable to contractor on this claim
- v. Value of retention money (5%)
- vi. Net total amount payable to contractor to date
- vii. Net amount payable to Contractor

AMOUNT PAYABLE ON THIS CERTIFICATE:

The sum ofbeing the cost for (State the type and number of the works) in..... (State the number of communities/locations the works were executed) ofLGA(s) of State

Name of Contractor:

I certify that the sum of is due for payment in respect of works satisfactorily executed in accordance with the terms of the Contract.

Dated this day of 20.....

Prepared by:	Approved by:	Certified by:
Signature of officer.....	Signature of officer.....	Signature of officer.....
Name of officer	Name of officer.....	Name of officer.....
Post.....	Post.....	Post.....

Appendix XVII: Job Completion Certificate

GOVERNMENT OF THE..... STATE OF NIGERIA
(Insert the name and address of the contracting authority)

JOB COMPLETION CERTIFICATE

1. Name of Contractor: _____
2. Address of Contractor: _____
3. Contract Summary:
Contract no., signed on the of..... 20..., for the (state briefly what the contract is for: for example, drilling and completion ofno. of hand pump boreholes) within

..... (Number of locations/communities for the works) of LGA(s) of
.....State; with a total contract sum of
..... (State amount in words and figures)
4. Description and Location of Boreholes is as seen on the contract document – Description of Lots
5. Completion of works on (No. of sites) out of the sites was notified by the contractor on Of20...
6. We certified that the above works have been satisfactorily completed and in accordance with the technical specification, hence, fit for payment.
7. The total value of work executed by the contractor till date is
(State amount in words and figures)
8. The total amount payable to the contractor for the completion of (state the type and number of works completed) in..... (State the number of communities/locations the works were executed) ofLGA(s) of State is (State the amount in words and figures)
9. A retention fee of 5% of the total value of work executed, will however, be held till the end of the defect liability period of 3 months, as contained in the contract agreement (the retention fee and the defect liability period may be modified in line with the contract agreement).

Supervising Officer:

Name:

Signature/Seal and Date:

WASH Consultant:

Name:

Signature/Seal and Date:

Appendix XVIII: Checklist of Documents for Preparation of Contract Claim/Request for Payment

1. Payment computation (using a template)
2. Supervisor's valuation report
3. Certificate of valuation
4. Job completion Certificates
5. Cost Sharing template (where applicable)
6. Face form (where applicable)
7. Forwarding letter
8. Copy of NOC
9. Works Completion Report
10. Contract Performance Report

(Check the box of any document that has been provided)

Appendix XIX: Checklist for Development of Comprehensive Performance Report for each contract phase

For every completed phase of procurement and contracts a comprehensive performance report should be compile and share. The following will form part of this documentation:

1. Complete report of the procurement process
2. Complete Tender dossier used for the procurement
3. Copy of NOC from UNICEF for the award of contract
4. Copies of the contract award letters for all the contractors
5. Copies of acceptance letters for all the contractors
6. Copies of the successful Contractors' completed BOQs
7. Copies of Contractors work plans
8. Contractors' letters of submission of completion report and request for payment
9. Works completion summary sheet for each site
10. Works valuation certificate and analysis of valuation
11. Works completion certificate
12. Analysis of Stakeholders contribution
13. Evidence of payment by all parties
14. Completed template for performance evaluation and ranking for all the contractors

(Check the box of any document that has been provided)