

DRC
No. 10 Nguru Road, Off Damboa Road,
Maiduguri, Borno State,
Nigeria.

13-July-2022

To: All suppliers

DANISH REFUGEE COUNCIL TENDERING OF ITB-011NGA22 WATER SYSTEMS

Tender Details

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	ITB published	13-July-2022
2	Technical meeting date-Online	20-July-2022 Click here 10:00 AM (Nigerian Time), GMT/UTC +1
3	Closing date for clarifications	27-July-2022 (4:00 PM Nigeria Time), GMT/UTC +1
4	Closing date and time for receipt of Tenders	3-Aug-2022 (04:00 PM Nigeria Time), GMT/UTC +1
5	Tender Opening Location	DRC Maiduguri Office (No. 10 Nguru Road, Off Damboa Road, Maiduguri, Borno State)
6	Tender Opening Date and time	4-Aug-2022 (10:00 AM Nigeria Time), GMT/UTC +1

IMPORTANT INFORMATION REGARDING THIS ITB:

- This ITB is launched for the purpose of establishing a framework agreement for water systems within a period of 12 months.
- An extension of the framework agreement up to 12 months is possible with the request of Purchaser and approval from Supplier, through a contract amendment
- This ITB includes 3 Lots:
 - **Lot 1: Borehole Drilling and Construction of 60m³ Steel Overhead Tank on 9m Tower and Equipping with Solar System**
 - **Lot 2: Borehole Drilling and Construction of 40m³ Steel Overhead Tank on 6m Tower and Equipping with Solar System**
 - **Lot 3: Borehole drilling and equipping with hand pump, supply of maintenance tools and spare parts**
- DRC may choose to split the contract award to more than one supplier to achieve its delivery objectives.
- Bidders can choose to bid for one or all lots.
- DRC may choose to cancel the agreement if deemed necessary.

- The delivery time of the service shall be within 90 calendar days of placing order. DRC may terminate the contract or impose other penalties if supplier fails to deliver items within this period.
- All payments will be done as per payment schedule as it appears on the contract.

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Section 1

Instructions to Bidders (ITB)

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1. Scope of Bid

1.1 The Danish Refugee Council (DRC) as defined in the Contract Data invites bids for the construction of Works, as described in the Contract Data. The name and identification number of the Contract is provided in the Contract Data.

1.2 The successful Bidder will be expected to complete the Works by the Required Completion Date specified in the Contract Data.

2. Qualification of the Bidder

2.1 All bidders shall provide in Section 3, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

2.2 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

2.2.1 Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. Documents listed below shall be submitted with your bid:

#	Annex #	Document	Instructions
1	Standard Form A	The Bid (Standard form A, attached as a separate document; Section 4)	Complete ALL sections in full, sign, stamp and submit. Mandatory
2	Section 5-1 Section 5-2 Section 5-3	Bill of Quantities (BOQ): Lot 1: Section 5-1 Lot 2: Section 5-2 Lot 3: Section 5-3	Complete ALL sections in full, sign, stamp and submit. The bidder should only fill in the unit prices and information about the company. The formula for total amount is already set by DRC. All bidders must fill in the sheet electronically before printing for signature and stamping. Any BOQ filled by handwriting will be automatically disqualified. Mandatory
3	Standard Form B	(Standard form B, attached as a separate document)	Complete ALL sections in full, sign, stamp and submit Mandatory

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4	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit Mandatory
5	F	Experience and references	Provide a contract and completion certificate for similar work within past 2 years with INGOs /UN/government agencies, to show experience as prime contractor in the construction of at least one works of a nature and complexity equivalent to the Works over the last 2 years (to comply with this requirement, works cited should be at least 80 percent complete). Bidder to include name and email address of the head of procurement section of listed INGOs above. Mandatory
6	NA	Annual volume of construction work during past two years of at least the amount specified in the Bidding Data;	Submit a Copy of evidence of this – Contract, PO, Completion certificate Mandatory
7	NA	Detailed Company profile and proposal	<ul style="list-style-type: none"> a) Company profile must have required acerbated protentional working with them, engineers, geologists b) Proposals for the timely acquisition or (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data. c) Submit proof of ownership of machinery and tools d) Successful bidder will be required to provide the drilling rig for inspection at vendors yard within Maiduguri, Borno State. Drilling rig to be started and run freely for at least 30 minutes. Mandatory
8	NA	A Project Manager with two years' experience in works of an equivalent nature and volume.	Submit CV Mandatory
9	NA	Copy of the company registration (valid for doing business in Nigeria)	Submit a copy Mandatory

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10	NA	Copy of the Tax of Clearance: Issued by 31/12/2021	Submit a copy Mandatory
11	NA	Copy of the SCUML certificate (for companies registered in Nigeria)	Submit a copy Mandatory
12	NA	Bank Statement (Duly signed by the bank) for minimum 1 year (between 2021 and 2022).	Mandatory
13	NA	Bidder Checklist	Mandatory

2.2.2 Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the ITB. A Bid is deemed to meet the criteria if it confirms that it meets all mandatory conditions, procedures, and specifications in the ITB without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the ITB, it will be rejected.

	Technical Criteria	Weight %
1	Detailed Company profile and proposal	20
2	Experience as prime contractor in the construction of at least one works of a nature and complexity equivalent to the Works over the last 2 years (to comply with this requirement, works cited should be at least 80 percent complete);	10

3	Provide all samples listed i. Provide 5.5HP AC motor submersible pump ii. Splicing kit to drop cable iii. 7.5 kva hybrid inverter, iv. 4 Kw hybrid inverter, v. PV disconnect switch 1000VDC/40A, 6 string vi. Surge protection unit, DC vii. Dry run sensor kit viii. 10mm2 Submersible Cable, 4-core ix. 0.75mm2 low level sensor cable, 2-core x. 10mm2 armored cable, 4-core xi. 1.5mm2 armored cable, 2-core xii. 6mm2 twin flat DC cabling xiii. Copper earth rod and 6mm2 copper earth cable xiv. Lightning arrestor and 6mm2 copper earth cable	30
4	A Project Manager with two years' experience in works of an equivalent nature and volume.	20
5	annual volume of construction work for the successful Bidder in any of the last two years shall be 20,000,000 NGN. (Annual volume of work in 2020 or 2021)	20

3. One Bid per Bidder per facility

3.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract. Bidders may submit for any of the Lots, or all Lots.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the DRC will in no case be responsible or liable for those costs.

5. Site Visit

5.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the proposed Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. Proposed water systems locations are in Madagali, Michika, Chibok, Yola south and Yola North, Geri LGAs in Adamawa State. In Borno, the proposed locations are in, Askira ubba , Ngala, Rann, Bama, Dikwa, Monguno, Jere, Kondunga, Damasak, Nganzai, MMC, Kala Balge, Mafa and Gwoza. Interested bidders may contact – amarachi.nzenwa@drc.ngo

- | | |
|--|---|
| 6. Content of Bidding Documents | <p>6.1 The set of bidding documents comprises the documents listed in the table below and any addenda issued.</p> <p>Section</p> <ol style="list-style-type: none"> 1. Instructions to Bidders 2. Bidding Data 3. Conditions of Contract 4. Contract Data 5. Forms of Bid and Qualification 6. Specifications 7. Drawings 8. Bill of Quantities |
| 7. Clarification and Amendments of Bidding Documents | <p>7.1 A prospective bidder may request the DRC in writing for clarifications of the bidding documents. The DRC shall respond to such requests if received by 27th July 2022; 4:00PM GMT+1. The DRC shall also send copies of the responses to all those bidders who have obtained the bidding documents without identifying the originator of the request. Similarly, prior to the submission of the deadline, the DRC may modify the bidding documents by issuing addenda.</p> |
| <p>All questions and queries can be addressed to Supply Chain Coordinator:
 amarachi.nzenwa@drc.ngo</p> | |
| 8. Language of Bid | <p>8.1 All documents relating to the Bid and contract shall be in English.</p> |
| 9. Documents Comprising the bid | <p>9.1 The bid shall include all necessary documents to qualify. (Which are stipulated under clause 6.1)</p> |
| 10. Bid Prices | <p>10.1 The Contract shall be for the whole Works, as described in Sub-Clause 1.2, based on the priced Bill of Quantities submitted by the Bidder. The type of contract (<i>unit price based on Bill of Quantities</i>) will be specified in the Bidding Data.</p> <p>10.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the DRC when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Incomplete filled bids will be deemed unresponsive and will not be accepted.</p> <p>10.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 5 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the 3-August 2022; 4PM GMT/UTC +1
 DRC will deduct the 5% Withholding tax from each payment and will Remit it to the Nigerian Federal Inland Revenue to be in line with the</p> |

- 10.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account.

**11. Currency of Bid
and Payment**

- 11.1** All prices shall be quoted in NGN.

12. Bid Validity

- 12.1** Bids shall remain valid for the period specified in the Bidding Data. The DRC may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by fax. A Bidder may refuse the request in which case he may withdraw his bid without penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid.

**13. Format and
Signing of Bid**

- 13.1** The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 6 of these Instructions to Bidders, with the Form of Bid, and clearly marked the ITB number **"ITB-011NGA22-Water systems"**
- 13.2** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.
- 13.3** The Bid shall contain no alterations or additions, except those to comply with instructions issued by the DRC, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

**14. Sealing and
Marking of Bids**

Bidders are solely responsible for ensuring that the full bid is received by DRC accordance with the ITB requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

14.1 – Hard Copy

The Hard copy Bids submitted by the Bidder shall be separated into two envelopes (All are mandatory):

- **"Financial Bid" (Standard Annex A and Section 5) in one sealed envelope signed and marked as follow:**

ITB No.: **ITB-011NGA22-Water systems**

FINANCIAL BID

Bidder Name:

And including all below documents:

- ✓ The Bid (Standard form A)
- ✓ Section 5-1, Section 5-2 and Section 5-3 Priced Bill of Quantities
- **“Technical Bid” in one sealed envelope signed and marked as follow:**

ITB No.: **ITB-011NGA22-Water systems**

TECHNICAL BID

Bidder Name:

And including all below documents:

- ✓ Standard form B
- ✓ Annex E - Supplier profile and registration form
- ✓ Annex F - Experience and references
- ✓ Copy of the company registration
- Annual volume of construction work during past two years of at least the amount specified in the Bidding Data.
- Detailed Company profile and proposal
- CV of Project Manager
- Copy of the tax clearance
- Copy of the SCUML certificate
- The Bank Statement
- Detailed work plans
- Bidder checklist
- Samples to be separately supplied by bidders to DRC

Both envelopes (Financial and Technical) to be enclosed in an outer single sealed envelope, signed, and stamped with below title:

ITB No.: ITB-011NGA22-Water systems

DRC Office
No. 10 Nguru Road,
Off Damboa Road,
Maiduguri, Borno State.

14.2-Email submission

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

tender.nga@drc.ngo

When Bids are emailed, the following conditions shall be complied with:

- The ITB number (**ITB-011NGA22-Water systems**) shall be inserted in the Subject Heading of the email
- Separate emails shall be used for the 'Financial Bid' and 'Technical Bid', and the Subject Heading of the email shall indicate which type the email contains
 - I. **The Financial Bid**, shall only contain:
 - 1.The Bid (Standard form A).
 - 2.Section 5-1, Section 5-2 and Section 5-3 Priced Bill of Quantities.
 - II. **The Technical Bid** shall contain all other documents required by the tender Administrative Evaluation, but excluding any pricing information: (except for Financials (Standard Form A and Section 5):
 1. Standard form B
 2. Annex E- Supplier profile and registration form
 3. Annex F - Experience and references
 4. Copy of the company registration
 5. Annual volume of construction work during past two years of at least the amount specified in the Bidding Data.
 6. Detailed Company profile and proposal
 7. CV of Project Manager
 8. Copy of the tax clearance
 9. Copy of the SCUML certificate
 10. The Bank Statement
 11. Detailed work plans
 12. Bidder checklist
 - III. **Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files**

Invitation to Bid # ITB-011NGA22 - Water systems
provided as a ZIP file. Documents in MS Word or excel formats,
will result in the bid being disqualified.

- IV. Email attachments shall not exceed 4MB; otherwise the bidder shall send his bid in multiple emails.**

Failure to comply with the above may disqualify the Bid.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

Bids can be submitted in one of two ways, hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

15. Deadline for Submission of Bids

- 15.1** Bids shall be either delivered in person to DRC at the address specified above or by email at the mailbox indicated further up, no later than the time and date specified in the Bidding Data.
- 15.2** The DRC may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 7 – page 8, in which case all rights and obligations of the DRC and the bidders previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

- 16.1** Any Bid received by the DRC after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

17. Modification and Withdrawal of Bids

- 17.1** Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 15.1
- 17.2** Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 14 and 15, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
- 17.3** No Bid may be modified after the deadline for submission of Bids.
- 17.4** Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 12 will result in the bidder being disqualified from future bidding for a period of one year.

17.5 Bidders may offer discounts, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

18. Bid Opening

18.1 The DRC will open the bids, including modifications in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Bidding Data. The bidders' names, the Bid prices, the total amount of each Bid, any discounts, and bid modifications and withdrawals will be announced by the DRC at the opening.

19. Process to Be Confidential

19.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed until the award to the successful Bidder is announced.

20. Clarification of Bids

20.1 To assist in the examination, evaluation, and comparison of bids, the DRC may, at the DRC's discretion, ask any Bidder for clarification of the Bidder's Bid. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the DRC in the evaluation of the bids in accordance with Cl. 23.2.

21. Examination of Bids and Determination of Responsiveness

21.1 Prior to the detailed evaluation of bids, the DRC will determine whether each Bid is substantially responsive to the requirements of the bidding documents. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the DRC's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

21.2 If a Bid is not substantially responsive, it will be rejected by the DRC, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

22. Correction of Errors

22.1 Bids determined to be substantially responsive will be checked by the DRC for any arithmetic errors. Errors will be corrected by the DRC as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (c) If a bidder refuses to accept the correction his bid will be rejected, and the bidder disqualified from future bidding for a period of one year.

23. Evaluation and Comparison of Bids

- 23.1** The DRC will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 21.
- 23.2** In evaluating the bids, the DRC will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to Clause 22
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day-work, where priced competitively.
 - (c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 17.5.
- 23.3** The DRC may waive any minor informality or non-conformity which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Bidder. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the DRC will not be taken into account in Bid evaluation.

24. Award Criteria

- 24.1** Subject to Clause 25, the DRC will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been qualified in accordance with the Clause 2 provisions.

25. DRC's Right to Accept any Bid and to Reject any or all Bids

- 25.1** Notwithstanding Clause 24, the DRC reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the DRC's action.

26. Notification of Award and Signing of Agreement

- 26.1** The Bidder whose Bid has been accepted will be notified of the award by the DRC prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the DRC will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

26.2 The notification of award will constitute the formation of the Contract.

26.3 The DRC will send the successful Bidder the Agreement form provided in the bidding documents incorporating all agreements between the DRC and the successful Bidder. It will be sent to the successful Bidder within 15 working days following the notification of award. Within 15 working days of receipt, the successful Bidder will sign the Agreement and deliver it to the DRC.

26.4 Upon receipt of the signed Agreement from the Bidder, the DRC will promptly notify the other bidders that their bids have been unsuccessful.

**27. Performance
Security**

27.1 If required and stated in the Bid Data sheet, within 18 (eighteen) working days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

27.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

28. Advance Payment

28.1 The DRC will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the Bidding Data. For receiving the Advance Payment, the Bidder shall make an estimate of, and include the requirement in its Bid, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the DRC's "Notice to Proceed" as specified in the Contract data.

Section 2

BIDDING DATA

Instructions to Bidders Clause Reference (ITB)

(2.2a) The minimum required annual volume of construction work for the successful Bidder in any of the last two years shall be 20,000,000 NGN.

(2.2c) Provide the following samples to any DRC office, as per below addresses, together with their bids

- i. Provide 5.5HP AC motor submersible pump
- ii. Splicing kit to drop cable
- iii. 7.5 kva hybrid inverter,
- iv. 4 Kw hybrid inverter,
- v. PV disconnect switch 1000VDC/40A, 6 string
- vi. Surge protection unit, DC
- vii. Dry run sensor kit
- viii. 10mm² Submersible Cable, 4-core
- ix. 0.75mm² low level sensor cable, 2-core
- x. 10mm² armoured cable, 4-core
- xi. 1.5mm² armoured cable, 2-core
- xii. 6mm² twin flat DC cabling
- xiii. Copper earth rod and 6mm² copper earth cable
- xiv. Lightning arrestor and 6mm² copper earth cable

- Other documents required as part of the Bid are as follows: -
- Standard Annex A
- Section 5-BOQs-Prices offered
- Standard form B
- Supplier profile and registration form
- Copy of the company registration
- Experience and references
- Annual volume of construction work during past two years of at least the amount specified in the Bidding Data.
- Detailed Company profile and proposal
- CV of Project Manager
- Copy of the tax clearance
- Copy of the SCUML certificate
- The Bank Statement

- Detailed work plans
- Bidder checklist

- (10) the currency in which the prices shall be quoted in **NGN**.
- (11) The period of Bid validity shall be 90 working days after the deadline for Bid submission specified in the Bidding Data.
- (13.2a) The DRC's address for the purpose of Bid and Sample submission is:
- DRC Offices Maiduguri:
No. 10 Nguru Road, Off Damboa Road,
Maiduguri, Borno State,
Nigeria.
- DRC Offices Mubi:
No 72 Maiha Road Mubi South Adamawa State,
Mubi, Adamawa State,
Nigeria
- DRC Offices Yola
No. 49 Karewa street, Jimeta Yola
Adamawa state,
Nigeria.
- Online via email – Tender.nga@drc.ngo
- (14) The deadline for submission of bids shall be 03-August-2022-4 PM., GMT/UTC +1
- (27.0) A Performance Security is required in the format provided in this document for a value of not less than *(Usually 5% (five percent) of the contract value)*.

Section 3

CONDITIONS OF CONTRACT

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Conditions of Contract

1. Definitions

- 1.1 Terms that are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Boldface type is used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 21 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the DRC, in accordance with Sub-Clause 28.1

The **Contract** is the Contract between the DRC and the Contractor to execute, complete, and maintain the Works. The name and identification number of the Contract is given in the Contract Data.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the DRC.

The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the DRC.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Day works are additional, varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the DRC for the execution of the Contract.

The **DRC**, as specified in the Contract Data, is the party who employs the Contractor to carry out the Works. The name of the DRC's representative authorized to deal with the Contractor is also given in the Contract Data.

The **Project Manager** is the person named in the Contract Data (or any other competent person appointed by the DRC and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract price listed in the DRC's Letter of Acceptance.

The **Required Completion Date** is the date on which it is required that the Contractor shall complete the Works. The Required Completion Date is specified in the Contract Data. The Completion Date may be revised only by the DRC by issuing an extension of time or an acceleration order.

Materials are all supplies, including consumable, used by the Contractor for incorporation in the Works.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the DRC.

The **Start Date** is given in the Contract Data. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the DRC that varies the original Work requirement.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the DRC, as defined in the Contract Data.

1.2 This shall be a **"Unit Price Contract based on Priced Bill of Quantities"**/as specified in the Contract Data. However, if a Government law or decree passed between the date 28 days before the submission of bids for the Contract and the Required Completion Date results in an increase in the price of labour and material, the DRC will adjust the contract price accordingly, provided that the Contractor shall submit documents satisfactory to the Project Manager proving that the requested increases are a result of Government laws or decrees.

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| 2. Language and Law | 2.1 The language of the Contract and the law governing the Contract are stated in the Contract Data. |
| 3. Communications | 3.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. |
| 4. Sub-contracting and other contractors | 4.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the DRC in writing. Subcontracting shall not alter the Contractor's obligations. Not more than 50% of the work may be sub-contracted. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the DRC. |
| 5. Personnel | <p>5.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the Schedule of other personnel approved by Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.</p> <p>5.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the</p> |

Contractor shall ensure that the person leaves the Site within 72 hours and has no further connection with the work in the Contract.

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| 6. Contractor's Risks | 6.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) are Contractor's risks and adjacent property. |
| 7. Insurance | <p>7.1 The Contractor shall provide, in the joint names of the DRC and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Contract Data for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works, Equipment, Plant, and Materials; (b) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (c) Personal injury or death. Third party liability. <p>7.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for approval within 15 days of receipt by the Contractor of the DRC's Letter of Acceptance. All such insurance shall provide for compensation required to rectify the loss or damage incurred. If the Contractor fails to provide the required certificates, the contract shall be considered as annulled.
The said Contractor shall be disqualified from participating in bidding for contracts for a period of one year. However, the DRC at his discretion may decide to extend the period for submission of insurance certificates or take out the insurance and deduct the cost of premiums from the Contractor's earnings.</p> <p>7.3 Alterations to the terms of insurance shall not be made without the approval of DRC.</p> |
| 8. Contractor to Construct the Works | 8.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. |
| 9. The Works to Be Completed by | 9.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted |

the Completion Date	by the Contractor, as updated with the approval of the Project Manager, and complete them by the Required Completion Date.
10. Safety	10.1 The Contractor shall be responsible for the safety of all activities on the Site.
11. Program	11.1 Within the time stated in the Contract Data, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. The Contractor shall update the Program at intervals no longer than the period stated in the Contract Data. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
12. Extension of the Completion Date	12.1 The Project Manager shall extend the Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Required Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
13. Delays Ordered by the Project Manager	13.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works. Delays or suspension of work by the Project Manager which increase the Contractor's costs shall be subject to equitable adjustments by the DRC.
14. Early Warning	<p>14.1 The Contractor shall inform the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>14.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p>

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| 15. Correction of Defects | <p>15.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>15.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p> |
| 16. Uncorrected Defects | <p>16.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount, or the DRC shall recuperate these amounts by deduction from the amounts due to the contractor.</p> |
| 17. Bill of Quantities | <p>17.1 The Bill of Quantities (for lump-sum Contracts Entire Clause 17 shall be replaced with a new Clause as indicated in the Contract Data) shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.</p> <p style="padding-left: 40px;">For Lump Sum contracts, payment activities schedule shall be listed.</p> <p>17.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work actually done at the rate in the Bill of Quantities for each item.</p> |
| 18. Changes in the Quantities | <p>18.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (For lump-sum contracts, this clause shall be substituted by a new clause as indicated in Contract Data).</p> |
| 19. Payment Certificates | <p>19.1 The Contractor shall submit to the Project Manager bi-weekly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>19.2 The Project Manager shall check the Contractor's executed work and certify the amount to be paid to the Contractor.</p> <p>19.3 The value of work executed shall be determined by the Project Manager.</p> <p>19.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed. (For lump sum contracts,</p> |

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this Clause shall be substituted by a new Clause as indicated in the
Contract Data).

19.5 The value of work executed shall include the valuation of Variations and Compensation Events.

20. Payments

20.1 Payments shall be adjusted for deductions for advance payments and retention. The DRC shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the DRC makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made, up to the date when the late payment is made, at the rate of interest prevailing at the local banks for construction loans.

20.2 Items of the Works for which no rate or price has been entered in will not be paid for by the DRC and shall be deemed covered by other rates and prices in the Contract.

21. Compensation Events

21.1 The following shall be Compensation Events:

- (a) The DRC does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (c) The Project Manager instructs the Contractor to uncover or to carry out tests upon completed work, which is then found to have no Defects.
- (d) Other contractors, public authorities, utilities, or the DRC cause delay or extra cost to the Contractor.
- (e) The advance payment is delayed.
- (f) The Project Manager unreasonably delays issuing a certificate of completion.

If such an event occurs, then the Contract Price shall be equitably adjusted.

22. Tax

22.1 The Contractor is liable for all taxes in accordance with the laws of the DRC's country. However, the Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last completion certificate. The adjustment shall be the change in the

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amount of tax payable by the Contractor, provided such charges are
already not reflected in the Contract Price.

**23. Liquidated
Damages**

23.1 The Contractor shall pay liquidated damages to the DRC at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Required Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The DRC may deduct liquidated damages from any payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

**24. Advance
Payment**

24.1 The DRC shall make advance payment to the Contractor of the amounts stated in the Contract Data after the Contractor has delivered to the site construction equipment and/or materials for initiating the work.

24.2 The Contractor is to use the advance payment only to pay for Equipment, materials and other expenses required specifically for carrying out the works. The Contractor shall demonstrate that advance payment has been used in this way by supply of copies of invoices or other documents to the Project Manager.

24.2 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, to be recovered within one half of the completion period.

**25. Retention
Moneys**

25.1 An amount, specified in the Contract Data, will be retained from each payment to the Contractor to assure performance of the work. This money will be paid out to the contractor upon completion and acceptance of the work and within 15 days of the issue by the Project Manager of the Defects Liability Certificate.

26. Day-works

26.1 If applicable, the Day-works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

26.2 All work to be paid for as Day-works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

26.3 The Contractor shall be paid for Day-works as work is performed subject to obtaining signed Day-works forms.

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| 27. Cost of Repairs | 27.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions. |
| 28. Completion and Taking Over | 28.1 The Contractor shall request the Project Manager to issue a certificate of completion of the Works, and the Project Manager will issue such a certificate when he determines that the work is satisfactorily completed. The DRC shall take over the site and the works within seven days of the Project Manager's issuing of a certificate of completion. |
| 29. Final Account | 29.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 15 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate. |
| 30. Termination-action | <p>30.1 The DRC or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>30.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Contractor stops work for 15 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (b) The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 15 days; or agreement reached on payments due contractor for cost of delay. (c) the DRC or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (d) a payment certified by the Project Manager is not paid by the DRC to the Contractor within 30 days of the date of the Project Manager's certificate; |

- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within 30 days determined by the Project Manager;
- (f) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Contract Data.

30.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Sub-Clause 30.2 above, the Project Manager shall decide whether the breach is fundamental or not.

30.4 Notwithstanding the above, the DRC may terminate the Contract for convenience by giving the Contractor a thirty-day notice in writing.

30.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site within 15 days of the completion of the notice period.

31. Payment upon Termination

31.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the DRC exceeds any payment due to the Contractor, the difference shall be a debt payable to the DRC.

31.2 If the Contract is terminated for the DRC's convenience or because of a fundamental breach of Contract by the DRC, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

32. Property

32.1 All Materials and Construction Equipment on the Site, Plant, Temporary Works, and Works shall be deemed to be the property of the DRC if the Contract is terminated because of the Contractor's default.

33. Release from Performance

33.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the DRC or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The

Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards for which an agreement has been reached.

**34. Resolution of
Disputes**

34.1 The DRC and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If after thirty (30) days from the commencement of such informal negotiations, the DRC and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to three independent qualified contractors, one chosen by the DRC and one chosen by the Contractor and the third chosen by an appropriate professional body, such as the Chamber of Commerce. The three should arrive at a solution satisfactory to the DRC and the Contractor. In case of further disagreement either party can take the matter to arbitration in accordance with the Law governing the Contract. The place where arbitration will take place will be stated in the Contract Data.

CONTRACT DATA

CT PROCUREMENT 18 - DRC WORKS TENDER

9. The law that applies to the Contract is the law of Nigeria. [2]
10. The following documents are also part of the Contract: [5]
 - - The Schedule of Key Personnel
11. The minimum insurance covers shall be: [7]
 - (a) Loss of damage to Woks and Materials..... (Insert amount)
 - (b) Loss of damage to equipment..... (Insert amount)
 - (c) Loss of damage to property (except the Works, Materials and Equipment in connection with the Contract..... (Insert amount)
 - (d) Personal injury or death (Third Party liability) (Amount)
12. The period for submission of the Program is 120 days from the date of signature of Agreement. The period between the Program update is.... days. [11]
13. The Defects Liability Period isdays. [15]
17. The Site Possession Date shall be _____. [21]
[If the Site is made available by section, the different dates should be listed here.]
18. The liquidated damages for the whole of the Works are _____ [23]
[Percentage of the final Contract Price] per day.]

[If sectional Completion and Damages per Section have been agreed, the latter should be specified here.]
19. The maximum amount of liquidated damages for the whole of the Works is _____ percent of the final Contract Price. [23]
20. The amount of advance payment will be _____ [24]
21. The amount of retention money will be% of each payment due to the Contractor up to the maximum of% of the total contract amount. [25]
22. The percentage to apply to the value of the work not completed, representing the DRC's additional cost for completing the Works, is _____ [31]
23. The place of arbitration is DRC Office. [34]

Section 5 STANDARD FORMS

Table of Standard Forms

A.	Contractor's Bid	
B.	Qualification Information	35
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Standard Form A:**Contractor's Bid**

Notes on Form of Contractor's Bid

The Bidder shall fill in and submit this Bid form with the Bid.

_____ [date]

To: _____ [name of DRC]

Address: _____ [insert address]

We offer to execute the _____ [name and identification number of Contract] in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of _____ [amount in numbers and words] (_____) [name of currency] _____).

The advance payment required is:

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

Standard Form B: Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post qualification as provided for in the Instructions to Bidders. This information will not be incorporated in the Contract.

1. **Individual Bidders** or Individual Members of Joint Venture

1.1 Constitution or legal status of Bidder *[attach copy]*

Place of registration:

Principal place of business:

1.2 Work performed as prime Contractor on works of a similar nature and volume over the last two years. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
[etc.]			

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

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
[etc.]			

1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager			
[etc.]			

1.5 Proposed subcontracts and firms involved.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
[etc.]			

1.6 Information on current litigation in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved

1.7 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

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Standard Form E:

Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the works]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

Section 7

DRAWINGS

Please see attached Drawings:

Lot 1:

- 1- Cat ladder details
- 2- Connection details
- 3- Fencing details
- 4- Foundation details 1
- 5- Foundation details 2
- 6- Foundation Layout design
- 7- Perimeter fence design
- 8- Section Through foundation
- 9- Solar panel details
- 10- Steel tank design 1
- 11- Steel tank design 2
- 12- Water fetching design with soak pit
- 13- Water fetching design

Lot 2;

- 14- Cat ladder details
- 15- Connection details
- 16- Fence and panel design
- 17- Fence
- 18- Foundation details 1
- 19- Foundation details 2
- 20- Foundation details 3
- 21- Section Through panel racks
- 22- Steel tank elevation – section
- 23- Tank elevation
- 24- Water fetching design with soak pit
- 25- Water fetching design

Lot 3 :

- 26- Platform construction

