

INVITATION TO TENDER

Project Title: Purchase of **3000 Pieces** of **150w LED** Fittings for Street

Lights

Client: Ministry of Power and Energy

Tender Number: As per E-Procurement system

1. The Ebonyi State Government through the ministry of Power and Energy intends to purchase 3000 pieces of 150W LED fittings for street lights project located at:
 - (a) Abakaliki – Enugu Road
 - (b) Abakaliki – Afikpo Road
 - (c) Abakaliki Ishieke Road
 - (d) Uburu dualized Road
 - (e) Centenary City Road
 - (f) Stadium Road
2. All interested bidders must visit www.ebonyieprocure.eb.gov.ng to register their company and upload the following documents:
 - (i) Company's certificates of Incorporation with (CAC)
 - (ii) Company's registration certificate with the Ebonyi State Ministry of Works and Transport contractor's registration board in Category "D" current at the time of the tender
 - (iii) Evidence of current tax clearance certificate.
3. Payment of non-refundable tender fee of Fifty thousand naira(N50,000.00) only into Ebonyi state IGR account through the E-procurement system. Payment link is

available at the tender advertisement details page for this particular tender.

To make payment: visit www.ebonyieprocure.eb.gov.ng

Click Tender advertisement. You will see all published tenders on a table, click on the particular tender/project you wish to make payment for and it will open the Tender advertisement details page for that tender/project.

On the Tender advertisement details page for the selected Tender, you will see payment link at the bottom. Click on the link and make online card payment.

Note:

- 1. All bidders are to indicate duration of the supply as 20% of the fund received will be paid as penalty per month until full completion*
- 2. Sample of light to be submitted to the Ministry of Power and Energy by a successful bidder before the execution of the contract.*
- 3. The mobilization will depend on the submission of bank guarantee by the successful bidder*

Annexure SM1

Performance Bond Declaration

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the _____ day of ____, 20 __, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or

- (2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20__.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Annexure SM2

Advance Payment Declaration Form

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

() *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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

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[signature(s)]

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

Annexure SM3

Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

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

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

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Annexure SM4

HOW AN SME CAN REQUEST FOR DEBRIEF

For e-procurement Process

After completion of a bid process and contract has been awarded to the most responsive bidder as recommended by the e-procurement system and confirmed by the bid evaluation committee.

Upon request, using the inbuilt messaging tool in the e-procurement system, an SME can request for debrief from his/her dashboard and he/she will be furnished with the following details;

- a) Number of Bids purchased
- b) Number of Bids submitted with Bidders' names
- c) Tender amount (contract amount) submitted by each Bidder
- d) Financial and technical scores of each Bidder
- e) Reason why the Bureau awarded the contract to the selected bidder; usually the bidder with least cost and highest technical score.

After award of contract and acceptance, the debriefing information (a) to (e) listed above, will be automatically sent to all Bidders who participated in the bid process by purchasing tender documents and they can view all the details from their dashboard.

For Normal Procurement Process

Section 25 (e) provides for the debriefing of unsuccessful bidders on request, section 61 (2) stipulated that:

A complaint by a bidder against a procuring or disposing entity shall first be submitted in writing to the Accounting Officer within

fifteen working days from the date the bidder first became aware of the circumstances giving rise to the compliant or should have become aware of the circumstances, whichever is earlier

Annexure SM5

COMPLAINT HANDLING MECHANISM

For e-procurement Process

Economic operators and the general public can register their complaints and questions through the “CONTACT US” page in the e-Procurement system. The link to the page is at the top menu on the e-Procurement website or via; <https://www.ebonyieprocure.eb.gov.ng/contactus.php>

The complainer’s email will be collected during the process and the Bureau will provide timely response to the complaint or questions registered. Economic Operators can also use the inbuilt messaging tool from their dashboard to register their complains or questions and they will be replied through the same means.

For Normal Procurement Process

Under Section 61 on administrative review, while Sub-Section 3 stipulates that on reviewing a compliant, the Accounting Officer shall make a decision in writing within a reasonable time indicating the corrective measures to be taken, if any including the suspension of the proceeding where he deems it necessary and giving reasons for his decision, Sub-Section 4 provides that if the bidder is not satisfied with the decision of the Accounting Officer, the bidder may make a compliant to the Bureau within 10 working

days from the date of communication of time decision of the Accounting Officer for possible consideration..

TYPICAL INSTRUCTION TO TENDERERS

Special Instructions to Tenderers

ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers.
A. General	
ITT 1.1	The Employer is -----
	The Name of the Tender is: Number and identification of lot comprising the Tender is
ITT 2.1	The source of public funds is
ITT 2.3	The name of the Development Partner is:
ITT 4.1	None.
ITT 5.1	Materials, equipment and related services from the following countries are not eligible: None.
B. Tender Document	
ITT 8.1	For clarification of Tenders purposes only, the Employer's address is: Attention: Address: Telephone: Facsimile number: Electronic mail address:

ITT 9.1	A Pre- Tender meeting shall not be held.			
C. Evaluation and Qualification Criteria				
ITT 11.3(a)	The minimum period of general experience of the Tenderer in the construction works shall be three (3) years for all Lots.			
ITT 11.3(b)	The required number of similar Contracts completed shall be five [5] over a period of five [5] years.			
ITT 12.1(a)	The required average annual turnover shall be greater than fifteen Million Naira over the last five (5) years.			
ITT 13.1 (a)	A Construction Project Manager shall have the following qualifications and experience: Registration with relevant Professional body, 3 year's experience			
ITT 13.1(b)	<p>The Minimum number of Engineers with qualifications and experience shall be as follows:</p> <p>(a) 1 No. Civil Engineer/Builder, with a minimum of 2 years experience</p> <p>(b) 1 No. Quantity Surveyor, with a minimum of 2 years experience</p> <p>(c) Other Senior Site Personnel of various experience</p>			
ITT 13.1(c)	Other key staff with qualifications and experience shall be as follows: Not Applicable.			
ITT 14.1	The Tenderer shall own or have assured access of the essential equipment, in full working order as follows:			
	S/N	Description of Construction Equipment	Year of Purchase	Remark/Condition of Equipments- Very Good, Good or Fairly Used
a.		Concrete Mixer	-	Good
b.		Tippers	-	-
c.		Head Pans	-	Good
d.		Shovels & Spades	-	Good
e.			-	As may be necessary.

	Other Construction Equipments			
D. Preparation of Tender				
ITT 18.1	The Tender, as well as all correspondence and documents relating to the Tender shall be in the English Language .			
ITT 19.1(i)	The Tenderer shall submit with its Tender the following additional documents: None.			
ITT 21.1	Alternative Tenders will not be permitted.			
ITT 22.5	The prices quoted by the Tenderer shall be fixed for the duration of the Contract .			
ITT 22.6 & ITT 45.5	Tenders are being invited for not more than one (1) lot.			
ITT 26.1	The required Technical Documents shall include the following additional information: i. Work plan ii. Statement of work method iii. Technical specification and brochures of machinery/plant to be incorporated in the works			
ITT 27.4	A Tender submitted by a JV shall <u>also</u> comply with the following requirements: None.			
ITT 29.1	The Tender validity period shall be 120 days .			
ITT 31.1	In addition to the original of the Tender, two (2) copies shall be submitted.			

E. Submission of Tender	
ITT 32.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: See ITT 32.2
ITT 33.1	For <u>Tender submission purposes</u> only, the Employer's address is: Attention: Address: The place and deadline for the submission of Tenders is: Place of Submission: Date: Time: 12:00 noon.
F. Opening and Evaluation of Tender	
ITT 36.1	The Tender opening shall take place as follows: Venue: FEDERAL GOVERNMENT COLLEGE, OKPOSI, EBONYI STATE. Date: Time:
ITT 46	A margin of preference: Not Applicable.
G. Award of Contract	
ITT 53.1	The amount of Performance Security shall be [] percent of the Contract Price. N/A
ITT 56.1	The Adjudicator proposed by the Employer is <i>[insert name and address]</i> . The hourly fee shall be Naira <i>[insert amount]</i> and the reimbursable expenses shall be limited to <i>[state nature of reimbursable expenses, and limitations in value, if any]</i> .

	The biographical data of the Adjudicator is <i>[provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary]</i>
ITT 56.2	In case of disagreement between the parties, the Appointing Authority for the Adjudicator is [the President of the Institution of Engineers, Nigeria]
ITT 57.2	The name and address of the office where complaints to the Procuring Entity are to be submitted under paragraph 21 of the Public Procurement Regulations for Goods and Works is: