

**Lagos State Government**

**Lagos Metropolitan Area Transport  
Authority (LAMATA)**

**DRAFT  
Bidding Document**

**for**

**Procurement of Operational Vehicles**

**International Competitive Bidding  
(ICB)**

**Contract No.: LAMATA/WB/ICB/GC/001**

**Lagos Metropolitan Area Transport Authority (LAMATA),  
Block C, 2<sup>nd</sup> Floor, Motorways Centre, I Motorways Avenue,  
Alausa, Ikeja, Lagos State,  
Tel: 01-7733780, 01-7733781, 01-7733782.  
Fax: 01-3205844**

**November, 2004  
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# Section I. Invitation for Bids

## Invitation for Bids

### Lagos State Government

*Lagos Metropolitan Area Transport Authority (LAMATA)*

Lagos Urban Transport Project (LUTP)

### **Procurement of Operational Vehicles for LAMATA**

**International Competitive Bidding (ICB)**

**L A M A T A / W B / I C B / G C / 0 0 1**

**IDA Credit No. 3720-0 UNI**

**December, 2004.**

1. This invitation for bids follows the general procurement notice for this project that appeared in *Development Business* issue no. 589 of August 31, 2002
2. The Lagos State Government through the Federal Republic of Nigeria has received a credit from the International Development Association (IDA) toward the cost of Lagos Urban Transport Project (LUTP), and it intends to apply part of the proceeds of this credit to payments under the contract for Procurement of ten (10) Operational Vehicles as follows:

Lot	Item	Description of Item	Quantity	Bid Security
1	a.	Saloon car- (min.1.8 lt. engine capacity)	1 unit	N1, 561,200.00
	b.	Saloon Car- (min. 2.0 lt. engine capacity)	6units	
	c.	4X4WD Double Cabin Pick up	1unit	
	d.	4X4 WD Jeep	1unit	
	e.	30-Seater Bus	1unit	

3. The Lagos Metropolitan Area Transport Authority (LAMATA) now invites sealed bids from eligible bidders for the procurement of ten (10) operational vehicles. Bidders must quote for all the ten (10) vehicles.
4. Bidding will be conducted through the International competitive bidding (ICB) procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits*, and is open to all bidders from eligible source countries as defined in the Guidelines.
5. Interested eligible bidders may obtain further information from LAMATA and inspect the bidding documents at the address, Block C, 2<sup>nd</sup> Floor, Motorways Centre, I Motorways Avenue, Alausa, Ikeja, Lagos State from 8.00am to 5.00pm, Monday through Friday.

6. A complete set of bidding documents in English may be purchased by interested bidders on the submission of written application to the address, LAMATA, Block C, 2<sup>nd</sup> Floor, Motorways Centre, I Motorways Avenue, Alausa, Ikeja, Lagos State and upon payment of a nonrefundable fee of N20,000 (Twenty thousand Naira) or in US Dollars equivalent in bank draft payable to LAMATA. The bidding document will be issued by hand or sent by courier services upon submission of written request and a bank draft.
7. Bids must be delivered to the address below, at or before 10.00 A.M, December ....., 2004. All bids must be accompanied by a bid security of One million, five hundred and sixty one thousand, two hundred Naira (N1, 561,200.00) in bank draft or bank guarantee or in US\$ equivalent. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below, at 10.00 A.M December....., 2004.

Managing Director,  
Lagos Metropolitan Area Transport Authority (LAMATA),  
Block C, 2<sup>nd</sup> Floor, Motorways Centre, I Motorways Avenue,  
Alausa, Ikeja, Lagos State,  
01-7733780, 01-7733781, 01-7733782.  
Fax: 01-3205844

## **Section II. Instructions to Bidders**

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# Instructions to Bidders

## A. Introduction

<b>1. Source of Funds</b>	<p>1.1 The Borrower named in the <b>Bid Data Sheet</b> has applied for or received a loan or credit (hereinafter called “loan”) from the International Bank for Reconstruction and Development or from the International Development Association (as identified in the Bid Data Sheet and hereinafter interchangeably called “the Bank”) in various currencies equivalent to the U.S. dollar amount indicated in the <b>Bid Data Sheet</b> towards the cost of the Project specified in the <b>Bid Data Sheet</b>. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Invitation for Bids is issued.</p> <p>1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.</p>
<b>2. Eligible Bidders</b>	<p>2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in <i>Guidelines: Procurement under IBRD Loans and IDA Credits</i>, dated January 1995, revised January and August 1996, September 1997, and January 1999, hereinafter referred as the <i>IBRD Guidelines for Procurement</i>, except as provided hereinafter.</p> <p>2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</p> <p>2.3 Government-owned enterprises in the Purchaser’s country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.</p>

	2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.
<b>3. Eligible Goods and Services</b>	<p>3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the <i>IBRD Guidelines for Procurement</i>, and all expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of goods and services is distinct from the nationality of the Bidder.</p>
<b>4. Cost of Bidding</b>	4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the <b>Bid Data Sheet</b> , hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. The Bidding Documents

<b>5. Content of Bidding Documents</b>	<p>5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> <li>(a) Instructions to Bidders (ITB)</li> <li>(b) Bid Data Sheet</li> <li>(c) General Conditions of Contract (GCC)</li> <li>(d) Special Conditions of Contract (SCC)</li> <li>(e) Schedule of Requirements</li> <li>(f) Technical Specifications</li> <li>(g) Bid Form and Price Schedules</li> <li>(h) Bid Security Form</li> <li>(i) Contract Form</li> <li>(j) Performance Security Form</li> <li>(k) Bank Guarantee Form for Advance Payment</li> <li>(l) Manufacturer’s Authorization Form</li> </ul> <p>5.2 The Bidder is expected to examine all instructions, forms, terms,</p>
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	<p>and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
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<p><b>6. Clarification of Bidding Documents</b></p>	<p>6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term <i>cable</i> is deemed to include telex and facsimile) at the Purchaser's address indicated in the <b>Bid Data Sheet</b>. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than thirty (30) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.</p>
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<p><b>7. Amendment of Bidding Documents</b></p>	<p>7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.</p> <p>7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be binding on them.</p> <p>7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.</p>
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## C. Preparation of Bids

<b>8. Language of Bid</b>	8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchase, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the <b>Bid Data Sheet</b> , in which case, for purposes of interpretation of the Bid, the translation shall govern.
<b>9. Documents Constituting the Bid</b>	9.1 The bid prepared by the Bidder shall comprise the following components:  (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;  (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;  (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and  (d) bid security furnished in accordance with ITB Clause 15.
<b>10. Bid Form</b>	10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.  10.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:  (a) <b>Group A:</b> Bids offering goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.  (b) <b>Group B:</b> All other bids offering goods from within the country of the Purchaser.  (c) <b>Group C:</b> Bids offering goods of foreign origin to be

	<p>imported by the Purchaser directly or through the Supplier's local Agent.</p> <p>10.3 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.</p>
<p><b>11. Bid Prices</b></p>	<p>11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.</p> <p>11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>(a) For goods offered from within the Purchaser's country:</p> <p>(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <p>(A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;</p> <p><b>or</b></p> <p>(B) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.</p> <p>(ii) any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.</p> <p>(iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the <b>Bid Data Sheet</b>.</p> <p>(iv) the price of other (incidental) services, if any, listed in the <b>Bid Data Sheet</b>.</p> <p>(b) For goods offered from abroad:</p> <p>(i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named</p>

	<p>place of destination, in the Purchaser’s country, as specified in the <b>Bid Data Sheet</b>. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.</p> <p>(ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the <b>Bid Data Sheet</b>.</p> <p>(iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the <b>Bid Data Sheet</b>.</p> <p>(iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the <b>Bid Data Sheet</b>.</p> <p>(v) the price of other (incidental) services, if any, listed in the <b>Bid Data Sheet</b>.</p> <p>11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of <i>Incoterms</i> published by the International Chamber of Commerce, Paris.</p> <p>11.4 The Bidder’s separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser’s right to contract on any of the terms offered.</p> <p>11.5 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the <b>Bid Data Sheet</b>. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the <b>Bid Data Sheet</b>, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.</p>
<p><b>12. Bid Currencies</b></p>	<p>12.1 Prices shall be quoted in the following currencies:</p> <p>(a) For goods and services that the Bidder will supply from within the Purchaser’s country, the prices shall be quoted in</p>

	<p>the currency of the Purchaser's country, unless otherwise specified in the <b>Bid Data Sheet</b>.</p> <p>(b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any currency of a Bank member country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.</p>
<p><b>13. Documents Establishing Bidder's Eligibility and Qualification</b></p>	<p>13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.</p> <p>13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <p>(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;</p> <p>(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;</p> <p>(c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</p> <p>(d) that the Bidder meets the qualification criteria listed in the <b>Bid Data Sheet</b>.</p>
<p><b>14. Documents Establishing Goods' Eligibility and Conformity to Bidding</b></p>	<p>14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>14.2 The documentary evidence of the eligibility of the goods and</p>

<p><b>Documents</b></p>	<p>services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> <li>(a) a detailed description of the essential technical and performance characteristics of the goods;</li> <li>(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the <b>Bid Data Sheet</b>, following commencement of the use of the goods by the Purchaser; and</li> <li>(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</li> </ul> <p>14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
<p><b>15. Bid Security</b></p>	<p>15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the <b>Bid Data Sheet</b>.</p> <p>15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.</p> <p>15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:</p> <ul style="list-style-type: none"> <li>(a) a bank guarantee or an irrevocable letter of credit issued by</li> </ul>

	<p>a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or</p> <p>(b) a cashier's or certified check.</p> <p>15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.</p> <p>15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.</p> <p>15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.</p> <p>15.7 The bid security may be forfeited:</p> <p>(a) if a Bidder:</p> <p>(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or</p> <p>(ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or</p> <p>(b) in the case of a successful Bidder, if the Bidder fails:</p> <p>(i) to sign the contract in accordance with ITB Clause 34; or</p> <p>(ii) to furnish performance security in accordance with ITB Clause 35.</p>
<p><b>16. Period of Validity of Bids</b></p>	<p>16.1 Bids shall remain valid for the period specified in the <b>Bid Data Sheet</b> after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also</p>

	<p>be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.</p> <p>16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be increased by a factor specified in the request for extension.</p>
<p><b>17. Format and Signing of Bid</b></p>	<p>17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the <b>Bid Data Sheet</b>, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.</p>

#### **D. Submission of Bids**

<p><b>18. Sealing and Marking of Bids</b></p>	<p>18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.</p> <p>18.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) be addressed to the Purchaser at the address given in the <b>Bid Data Sheet</b>; and</li> <li>(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date</li> </ul>
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	<p>specified in the <b>Bid Data Sheet</b>, pursuant to ITB Clause 22.1.</p> <p>18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”</p> <p>18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.</p>
<b>19. Deadline for Submission of Bids</b>	<p>19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the <b>Bid Data Sheet</b>.</p> <p>19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
<b>20. Late Bids</b>	<p>20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.</p>
<b>21. Modification and Withdrawal of Bids</b>	<p>21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.</p> <p>21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>21.3 No bid may be modified after the deadline for submission of bids.</p> <p>21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to the ITB Clause 15.7.</p>

## **E. Opening and Evaluation of Bids**

<p><b>22. Opening of Bids by the Purchaser</b></p>	<p>22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the <b>Bid Data Sheet</b>. The bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.</p> <p>22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.</p> <p>22.4 The Purchaser will prepare minutes of the bid opening.</p>
<p><b>23. Clarification of Bids</b></p>	<p>23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.</p>
<p><b>24. Preliminary Examination</b></p>	<p>24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.</p> <p>24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.</p> <p>24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the</p>

	<p>Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, <b>such as</b> those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
<p><b>25. Conversion to Single Currency</b></p>	<p>25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:</p> <ul style="list-style-type: none"> <li>(a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;</li> </ul> <p><b>or</b></p> <ul style="list-style-type: none"> <li>(b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.</li> </ul> <p>25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the <b>Bid Data Sheet</b>.</p>
<p><b>26. Evaluation and Comparison of Bids</b></p>	<p>26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.</p> <p>26.2 The Purchaser's evaluation of a bid will exclude and not take into account:</p> <ul style="list-style-type: none"> <li>(a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;</li> </ul>

- (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's country.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the **Bid Data Sheet**, and quantified in ITB Clause 26.5:

- (a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4,

one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Bid Data Sheet** will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) *Delivery schedule.*

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery “adjustment” will be calculated for other bids by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

**or**

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**or**

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids

offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

**or**

(ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet**.

(d) *Cost of spare parts.*

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Bid Data Sheet**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

**or**

(ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Bid Data Sheet**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

**or**

(iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the **Bid Data Sheet**, based on information furnished by

each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

- (e) *Spare parts and after sales service facilities in the Purchaser's country.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bid Data Sheet** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- (f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **Bid Data Sheet** or in the Technical Specifications.

- (g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **Bid Data Sheet** will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

**or**

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

- (h) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or the Technical Specifications.

<p><b>27. Domestic Preference</b></p>	<p>27.1 If the <b>Bid Data Sheet</b> so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Clause 10.2 (a):</p> <p>27.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules, pursuant to ITB Clauses 10 and 11.</p> <p>27.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.</p> <p>27.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:</p> <ul style="list-style-type: none"> <li>(a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C bid;</li> </ul> <p><b>or</b></p> <ul style="list-style-type: none"> <li>(b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.</li> </ul> <p>If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 27.3 above, will be selected for award.</p>
<p><b>28. Contacting the Purchaser</b></p>	<p>28.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.</p> <p>28.2 Any effort by a Bidder to influence the Purchaser in its decisions</p>

	on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
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## F. Award of Contract

<p><b>29. Post-qualification</b></p>	<p>29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.</p> <p>29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.</p> <p>29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
<p><b>30. Award Criteria</b></p>	<p>30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p>
<p><b>31. Purchaser's Right to Vary Quantities at Time of Award</b></p>	<p>31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the <b>Bid Data Sheet</b>, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p>
<p><b>32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids</b></p>	<p>32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.</p>
<p><b>33. Notification of Award</b></p>	<p>33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.</p>

	<p>33.2 The notification of award will constitute the formation of the Contract.</p> <p>33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.</p> <p>33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.</p>
<p><b>34. Signing of Contract</b></p>	<p>34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>34.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser</p>
<p><b>35. Performance Security</b></p>	<p>35.1 Within thirty (30) 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.</p> <p>35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 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.</p>
<p><b>36. Corrupt or Fraudulent Practices</b></p>	<p>36.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p>

	<ul style="list-style-type: none"><li>(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;</li><li>(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</li><li>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.</li></ul>
	36.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 24.1 of the General Conditions of Contract.

## **Section III. Bid Data Sheet**

## Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1.1</b>	Name of Borrower: Lagos State Government through the Federal Government of Nigeria
<b>ITB 1.1</b>	Credit number: 3720-0 UNI Credit amount: US\$100 million
<b>ITB 1.1</b>	Name of Project: Lagos Urban Transport Project (LUTP)
<b>ITB 1.1</b>	Name of Contract: Procurement of Operational Vehicles
<b>ITB 4.1</b>	Name of Purchaser: Lagos Metropolitan Area Transport Authority (LAMATA)
<b>ITB 6.1</b>	Purchaser's address, telephone, telex and facsimile numbers: Lagos Metropolitan Area Transport Authority (LAMATA), Managing Director, Motorway Center, 1 Motorway Avenue, Oregon, Ikeja, Lagos Telephone Nos. 7733780-2; Email: <a href="mailto:lamata@hyperia.com">lamata@hyperia.com</a>
<b>ITB 8.1</b>	Language of bid: English
<b>ITB 10.2</b>	Margin for domestic preference: Not Applicable

<b>Bid Price and Currency</b>	
<b>ITB 11.2 (a)</b>	The price quoted shall be EXW i.e. ex showroom including all customs duties and other taxes already paid or payable: On the previously imported vehicles of foreign origin quoted ex showroom. Inland transportation and incidental services if any, must be quoted in addition to the EXW.
<b>(iii), (iv)</b>	Not Applicable
<b>ITB 11.2 (b)</b>	The price quoted shall be -CIF Apapa or Tin Can Island Ports, Lagos and including cost of delivering all vehicles to the following address: Managing Director, Lagos Metropolitan Area Transport Authority (LAMATA), Motorway Center, 1 Motorway Avenue, Oregon, Ikeja, Lagos
<b>ITB 11.5</b>	The price shall be fixed
<b>ITB 12.1 (b)</b>	Clause 12.1 (a) is not applicable and Clause 12.1 (b) applies to all goods and services and the words " from outside the Purchaser's country " shall not apply.

<b>Preparation and Submission of Bids</b>	
<b>ITB 13.3</b>	The qualification criteria in Sub-Clause 13.3 are modified as follows: (a) Bidder has been supplying vehicles for the past 5 years. (b)
<b>ITB 13.3 (d)</b>	Qualification requirements If an Agent submits bids on behalf of more than one manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive  Bidder must show evidence of car a maintenance workshop in Lagos Metropolis for after sales service.
<b>ITB 14.3 (b)</b>	Spare parts required for 1 year of operation
<b>ITB 15.1</b>	Amount of bid security: All bids must be accompanied by a bid security of One million, five hundred and sixty one thousand, two hundred Naira (N1,561,200.00) in bank draft or bank guarantee or in US\$ equivalent.
<b>ITB 15.3</b>	Not applicable
<b>ITB 16.1</b>	Bid validity period: 120 days
<b>ITB 17.1</b>	Number of copies: One original bid and two copies.
<b>ITB 18.2 (a)</b>	Address for bid submission: Lagos Metropolitan Area Transport Authority (LAMATA), Managing Director, Motorway Center, 1 Motorway Avenue, Oregun, Ikeja, Lagos Telephone Nos. 7733780-2; Email: <a href="mailto:lamata@hyperia.com">lamata@hyperia.com</a>
<b>ITB 18.2 (b)</b>	IFB title and number: LAMATA Operational Vehicles Purchase Contract, Contract No. LAMATA/WB/ICB/GC/001
<b>ITB 19.1</b>	Deadline for bid submission: ....., 10.00 AM, ....., December....., 2004
<b>ITB 22.1</b>	Time, date and place of bid opening: 10.00 AM, ....., December..., 2004, Conference Room, Lagos Metropolitan Area Transport Authority, Motorway Center, 1 Motorway Avenue, Oregun, Ikeja, Lagos

<b>Bid Evaluation</b>
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<p><b>ITB 25.2</b></p>	<p>Nigerian Naira is the currency of evaluation</p> <p>Source of exchange rate. Central Bank of Nigeria</p> <p>Date of exchange rate. Date of bid opening</p>
<p><b>ITB 26.4</b></p>	<p>The criteria for bid evaluation: The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2 and clauses 26.4 (a), (b) and (c) as follows:</p> <ul style="list-style-type: none"> <li>(a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.</li> <li>(b) delivery schedule offered in the bid;</li> <li>(c) deviations in payment schedule from that specified in the Special Conditions of Contract;</li> </ul>
<p><b>ITB 26.5 (a)</b></p>	<p>Inland transportation from EXW/Apapa or TinCan Island port /Seme border point to Lagos Metropolitan Area Transport Authority (LAMATA), Managing Director, Motorway Center, 1 Motorway Avenue, Oregun, Ikeja, Lagos, and insurance and incidentals</p>
<p><b>ITB 26.5 (b) (i)</b></p> <p><b>Options (ii) and (iii)</b></p>	<p>Delivery schedule: All vehicles shall be delivered to LAMATA office, Motorway Center, 1 Motorway Avenue, Oregun, Ikeja, Lagos not later than sixty days after the contract signature</p> <p>Applicable</p>
<p><b>ITB 26.5 (c)</b></p>	<p>Clause 26.5 (c) (ii) shall apply in bid evaluation</p> <p>Annual interest rate shall be the interest rate applied by commercial banks in Nigeria.</p>
<p><b>ITB 26.5 (d)</b></p>	<p>Cost of spare parts. Clause 26.5 (d) is amended as follows: Cost of spare parts shall not apply in bid evaluation.</p>
<p><b>ITB 26.5 (e)</b></p>	<p>Minimum spare parts and after sales service facilities for one year in Lagos shall be clearly stated but will not be used for evaluation purpose.</p>
<p><b>ITB 26.5 (f)</b></p>	<p>Operating and maintenance costs. Not Applicable</p>

<b>ITB 26.5 (g)</b>	Performance and productivity of equipment shall not be applicable
<b>ITB 26.5 (h)</b>	Details of other factors to be used in the evaluation and their evaluation method or reference to the Technical Specifications- not applicable
<b>ITB 27</b>	Domestic preference: not applicable.

## **Section IV. General Conditions of Contract**

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## General Conditions of Contract

<b>1. Definitions</b>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"><li>(a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li><li>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</li><li>(c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.</li><li>(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</li><li>(e) “GCC” means the General Conditions of Contract contained in this section.</li><li>(f) “SCC” means the Special Conditions of Contract.</li><li>(g) “The Purchaser” means the organization purchasing the Goods, as <b>named in SCC</b>.</li><li>(h) “The Purchaser’s country” is the country <b>named in SCC</b>.</li><li>(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and <b>named in SCC</b>.</li><li>(j) “The World Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</li><li>(k) “The Project Site,” where applicable, means the place or places <b>named in SCC</b>.</li><li>(l) “Day” means calendar day.</li></ul>
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<p><b>2. Application</b></p>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p><b>3. Country of Origin</b></p>	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the <b>SCC</b>.</p> <p>3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>
<p><b>4. Standards</b></p>	<p>4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.</p>
<p><b>5. Use of Contract Documents and Information; Inspection and Audit by the Bank</b></p>	<p>5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.</p> <p>5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.</p> <p>5.4 The Supplier shall permit the Bank to inspect the Supplier’s accounts and records relating to the performance of the Supplier</p>

	and to have them audited by auditors appointed by the Bank, if so required by the Bank.
<b>6. Patent Rights</b>	6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.
<b>7. Performance Security</b>	<p>7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount <b>specified in SCC</b>.</p> <p>7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or</p> <p>(b) a cashier's or certified check.</p> <p>7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise <b>specified in SCC</b>.</p>
<b>8. Inspections and Tests</b>	<p>8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. <b>SCC</b> and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data,</p>

	<p>shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.</p> <p>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<p><b>9. Packing</b></p>	<p>9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.</p>
<p><b>10. Delivery and Documents</b></p>	<p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p> <p>10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of <i>Incoterms</i> published by the International Chamber of Commerce, Paris.</p> <p>10.3 Documents to be submitted by the Supplier are <b>specified in SCC.</b></p>

<p><b>11. Insurance</b></p>	<p>11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner <b>specified in the SCC</b>.</p> <p>11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.</p>
<p><b>12. Transportation</b></p>	<p>12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.</p>

<p><b>13. Incidental Services</b></p>	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, <b>specified in SCC</b>:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> <p>13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
<p><b>14. Spare Parts</b></p>	<p>14.1 As <b>specified in SCC</b>, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>

<p><b>15. Warranty</b></p>	<p>15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless <b>specified otherwise in SCC.</b></p> <p>15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.</p> <p>15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<p><b>16. Payment</b></p>	<p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be <b>specified in SCC.</b></p> <p>16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or</p>

	<p>claim by the Supplier.</p> <p>16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be <b>specified in SCC</b> subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.</p> <p>16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.</p>
<b>17. Prices</b>	<p>17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments <b>authorized in SCC</b> or in the Purchaser's request for bid validity extension, as the case may be.</p>
<b>18. Change Orders</b>	<p>18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and/or</li> <li>(d) the Services to be provided by the Supplier.</li> </ul> <p>18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</p>
<b>19. Contract Amendments</b>	<p>19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<b>20. Assignment</b>	<p>20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.</p>

<b>21. Subcontracts</b>	<p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.</p>
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<p><b>22. Delays in the Supplier's Performance</b></p>	<p>22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
<p><b>23. Liquidated Damages</b></p>	<p>23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage <b>specified in SCC</b>. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.</p>
<p><b>24. Termination for Default</b></p>	<p>24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul>

	<p>For the purpose of this clause:</p> <p>“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p> <p>24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p><b>25. Force Majeure</b></p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p><b>26. Termination for Insolvency</b></p>	<p>26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt</p>

	<p>or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.</p>
<p><b>27. Termination for Convenience</b></p>	<p>27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> <li>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ul>
<p><b>28. Settlement of Disputes</b></p>	<p>28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p>
	<p>28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure <b>specified in the</b></p>

	<b>SCC.</b>
	<p>28.3 Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<b>29. Limitation of Liability</b>	<p>29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<b>30. Governing Language</b>	<p>30.1 The Contract shall be written in the language <b>specified in SCC.</b> Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
<b>31. Applicable Law</b>	<p>31.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise <b>specified in SCC.</b></p>
<b>32. Notices</b>	<p>32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address <b>specified in SCC.</b></p> <p>32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>33. Taxes and Duties</b>	<p>33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.</p>

	33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
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## **Section V. Special Conditions of Contract**

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## **Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### **1. Definitions (GCC Clause 1)**

GCC 1.1 (g)—The Purchaser is: Lagos Metropolitan Area Authority (LAMATA)

GCC 1.1 (h)—The Purchaser's country is: Nigeria

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (k)—The Project Site is: Lagos Metropolitan Area Transport Authority (LAMATA), Motorway Center, 1 Motorway Avenue, Oregun, Ikeja, Lagos

### **2. Country of Origin (GCC Clause 3)**

All countries and territories as indicated in Section IX of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement."

### **3. Performance Security (GCC Clause 7)**

GCC. 7.1 - The amount of performance security, as a percentage of the Contract Price, shall be ten (10) percent.

GCC.7.4 – After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2

### **4. Inspections and Tests (GCC Clause 8)**

GCC 8.1—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: All vehicles and items to be imported into Nigeria must be inspected by an Inspection Agent approved by the Federal Government of Nigeria (Pre-shipments inspection and at final acceptance

### **5. Packing (GCC Clause 9)-Not applicable**

### **6. Delivery and Documents (GCC Clause 10)**

**For Goods supplied from abroad:** GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable/Fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and 3 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 3 copies of nonnegotiable bill of lading;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

**For Goods from within Nigeria:**

**Ex showroom**

GCC 10.3—Upon delivery of the Vehicles to LAMATA, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser to enable LAMATA register and provide comprehensive insurance prior to delivery of the vehicles:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note;
- (iii) Supplier's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's inspection report; and
- (v) certificate of origin.

The above documents shall be received by the Purchaser before arrival of the vehicles to LAMATA's office and, if not received, the Supplier will be responsible for any consequent expenses.

**7. Insurance (GCC Clause 11)**

GCC 11.1- The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

**8. Incidental Services (GCC Clause 13)-Not applicable**

**9. Spare Parts (GCC Clause 14)-Not applicable**

**10. Warranty (GCC Clause 15)**

GCC 15.2—In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Vehicles. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the vehicles or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is: 5 working days

**11. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied from abroad:**

Payment of foreign currency portion shall be made in United States Dollars (US\$) or currency of bid in the following manner:

- (i) **Advance Payment:** : Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract and upon submission of a bank guarantee for equivalent amount valid until Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in Nigerian Naira within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

**Payment for Goods and Services supplied from within the Purchaser's country:**

Payment for Goods and Services supplied from within the Purchaser's country shall be made in Nigeria Naira , as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of Goods and upon submission of documents specified in GCC Clause 10.
- (iii) **On Acceptance:** Ten remaining ten (10) percent of the Contract Price shall be paid within thirty (30) days after the date of acceptance certificate issued by the Purchaser.

## **12. Prices (GCC Clause 17)**

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC. Not applicable

## **13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate: 0.5% per week

Maximum deduction: 5%

## **14. Settlement of Disputes (GCC Clause 28)**

GCC 28.2.2—The rules of procedure for arbitration proceedings pursuant to GCC Clause 28.2 shall be as follows:

### **(a) Contract with foreign Supplier:**

GCC 28.2.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

### **(b) Contracts with Supplier national of Nigeria:**

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

## **15. Governing Language (GCC Clause 30)**

GCC 30.1—The Governing Language shall be: English

## **16. Applicable Law (GCC Clause 31)**

GCC 31.1—The Applicable Law shall be: The laws of the Federal Republic of Nigeria

**17. Notices (GCC Clause 32)**

GCC 32.1—Purchaser’s address for notice purposes: Lagos Metropolitan Area Transport Authority (LAMATA), Motorway Center, 1 Motorway Avenue, Oregun, Ikeja, Lagos  
Telephone Nos. 7733780-2; Email: lutpo@yahoo.com

—Supplier’s address for notice purposes:

**Section VI. Schedule of Requirements**



## Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to Managing Director, LAMATA office at Lagos Metropolitan Area Transport Authority (LAMATA), Motorway Center, 1 Motorway Avenue, Oregun, Ikeja, Lagos.

In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the LAMATA office in Lagos.

<b>Lot</b>	<b>Item.</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Period</b>	<b>Bid Security (Naira)</b>
1	(1)	Saloon car- (min.1.8 lt. engine capacity)	1 unit	90 days	<b>N1, 561,200.00</b>
	(2)	Saloon car- (min.2.0 lt. engine capacity)	6 units	90 days	
	(3)	4X4WD Double Cabin Pick up	1 unit	90 days	
	(4)	4X4 WD Jeep	1 unit	90 days	
	(5)	30-Seater Bus	1 units	90 days	
			<b>Total</b>	<b>10 Units</b>	

*All vehicles must be delivered to LAMATA , Motorways Centre, I Motorways Avenue, Alausa, Ikeja, Lagos State from 8.00am to 5.00pm, Monday through Friday.*

## Section VII. Technical Specifications

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# **Technical Specifications (Minimum)**

## **Item No. 1**

### **Saloon Cars Minimum of 1.8 litres engine. (1 No.)**

#### **1. General**

Vehicles offered should form the manufacture's own standard range of production in current supply and confirming as near as possible to the following specifications. Vehicles should be suitable for continuous operation in tropical conditions at altitudes 1200m above sea level. All items to be fully assembled with the normal standard fittings, and tested ready for use including central locking system. Due consideration will be given for bids which provide inter-changing of part between models.

#### **2. Capacity**

Minimum engine capacity of 1.8 litres

#### **3. Engine**

Shall be petrol with, water cooled multi-cylinder gasoline engines with displacement approximately 1800cc, developing approximately 125HP at rated speed with direct electric starting system, 12 volts, alternator, fuel pump, lubricating oil pump, fuel line filter (screen or sediment), bowl type, full flow oil filter with replaceable element, dry-wet-type air cleaner, engine cooling system

#### **4. Clutch**

Single, dry place, hydraulically operated.

#### **5. Transmission**

Synchromesh with five forward and one reverse speed minimum;

#### **6. Steering**

Left hand drive with all controls and instrument arranged accordingly. Power Steering hydraulically operated.

#### **7. Brakes**

Front and rear expanding shoe type or disc type with hydraulic operation. Hand operated parking brake

#### **8. Wheels and Tyres**

Manufacturer's standard rims and tyres. One spare rim and tyre complete, mounted on a tyre carrier

## **9. Suspension**

Front suspension with independent struts with coil springs and anti-roll bar. Rear line axle, coil springs and stabilizer rod.

## **10. Body**

Sedan model steel construction, four passenger seating minimum capacity, safety , windscreen, reclining front seats, equipped with air conditioning system and exhaust ventilation. Four doors.

## **11. Wheel Base**

Minimum of 265 centimeters approximately

## **12. Accessories**

1. Tachometer, speedometer
2. Ammeter
3. Engine oil
4. Fuel guage
5. Water temperature indicator
6. Head and tail lights, cabin lights, backup lights
7. Indicator lights
8. Battery
9. Horn
10. Rear view mirrors
11. Windscreen: Wiper and washer
12. Radio/Cassette /CD
13. Hub Caps

## **13. Cost of Spare Parts and Maintenance Items**

All types of filters and fan belts and other parts required should be quoted separately. Prices of initial spare parts for two years operation can be provided and the prices held for one year.

## **14. Tools**

Manufacturer's standard new vehicle tool supply to be provided with each vehicle and specified in the bid

## **15. Manuals**

One copy of each of the following shall be furnished with each vehicle. The intention of the supplier to provide these items must be stated in the bid.

1. Operator's maintenance manual with lubrication chart in toolbox
2. Spare-parts manual to be supplied with the bid document for bid evaluation.

## **16. Proven Performance**

The vehicle offered shall be current standard model of production (2004 model) which must be substantially the same model in successful use (2002 and 2003 models) for a period of not less than two years or more than 4,000 hours of operation.

## **17. Warranty**

The supplier should provide a warranty of one year of 25,000 kms, whichever is earlier

## Item No. 1

*Following Questionnaire shall be completed by the bidder*

1. General
  - i. Make, Model, type and country of origin
  - ii. Wheel base
  - iii. Shipping weight
  - iv. Payload
  - v. Gross vehicle weight (GVW)
  - vi. Turning radius
  - vii. Overall length
  - viii. Overall weight
  - ix. Overall height
  - x. Ground Clearance
  - xi. Maximum speed on highway
  - xii. Grandability
  
- II Engine
  - I Make, model, and type
  - Ii BHP at governed speed
  - Iii Governed speed
  - Iv Maximum torque and RPM
  - V Piston displacement, compression ratio
  
- III Fuel System
  - I Make, model, and type and other specification
  - Ii Capacity of fuel tank and its location.
  
- IV Cooling System.
  - I Type
  - Ii Specification
  
- V Electrical System.
  - I Make, model, and type of alternator.
  - Ii Other specification of alternator
  - Iii Voltage, number of plates and capacity of battery.
  - Iv Make, model, and type of starter.
  - V Other specification of starter
  - Vi Specification of control system for voltage
  - Vii Details of lights, signals etc.
  
- VI Steering
  - I Make, model, and type
  - Ii Ratio
  - Iii Other specifications

- VII Service Brake
  - I Make and model
  - ii Type (Air, hydraulic etc)
  - iii other specifications
  
- VIII Parking Brake
  - I Make, model, and type
  - ii Location
  - iii Lining material
  
- IX Compressor (if supplied)
  - I Make, model, and type
  - ii Specifications
  
- X Clutch
  - I Make, model, and type
  - ii Type and number of plates
  - iii Lining material and size
  
- XI Transmission
  - I Make, model, and type
  - ii Number of speeds (forward and reverse)
  
- XII Axles
  - I Front axles:
    - i Make, model, and type
    - ii Rated capacity
    - iii other specifications
  
  - Rear axles:
    - i Make, model, and type
    - ii Rated capacity
    - iii Type and number of reductions
    - iv Ratio
    - v other specifications
  
- XIII Spring
  - I Front spring:
    - i Make, model, and type
    - ii capacity
    - iii Size (length, width and thickness)
    - iv Number of leaves and leaf thickness
    - v Third leaf thickness

Rear springs:

- i Make, model, and type
- ii capacity
- iii Size (length, width and thickness)
- iv Number of leaves and leaf thickness

XIV Shock absorber

- I Make and model
- ii Number and Location

XV Frame

- I Material of frame (SAE or DIN)
- ii Dimensions of main frame
- iii Number of cross members
- iv other specifications

XVI Fifth Wheel

- I Make, model, and type
- ii other specifications

XVII Power take-off

- I Make, model, and type
- ii other specifications

XVIII Tyres

- I Type
- ii size and ply rating

XIX Performance Indicators

- I Consumption liters/Kms
- ii Operating Cost / tonne Km (provide category, miscellaneous details, labour, materials and others)
- iii Maintenance cost / tonne km

## **Item No. 2**

### **Saloon Cars Minimum of 2.0 litres engine-( 6 Nos.)**

#### **1. General**

Vehicles offered should form the manufacture's own standard range of production in current supply and confirming as near as possible to the following specifications. Vehicles should be suitable for continuous operation in tropical conditions at altitudes 1200m above sea level. All items to be fully assembled with the normal standard fittings, and tested ready for use including central locking system. Due consideration will be given for bids which provide inter-changing of part between models.

#### **2. Capacity**

Engine capacity of minimum of 2.0 litres

#### **3. Engine**

Water or air cooled multi-cylinder gasoline engines with displacement approximately 2000cc, developing approximately 125HP at rated speed with direct electric starting system, 12/24 volts, alternator, fuel pump, lubricating oil pump, fuel line filter (screen or sediment), bowl type, full flow oil filter with replaceable element, dry-wet-type air cleaner, engine cooling system

#### **4. Clutch**

Automatic power transmission gear system

#### **5. Transmission**

Synchromesh with four forward automatic transmission and one reverse speed minimum;

#### **6. Steering**

Left hand drive with all controls and instrument arranged accordingly. Power Steering hydraulically operated.

#### **7. Brakes**

Front and rear expanding shoe type or disc type with hydraulic operation. Hand operated parking brake

#### **8. Wheels and Tyres**

Manufacturer's standard rims and tyres. One spare rim and tyre complete, mounted on a tyre carrier

## 9. **Suspension**

Front suspension with independent struts with coil springs and anti-roll bar. Rear line axle, coil springs and stabilizer pad.

## 10. **Body**

Sedan model steel construction, four passenger seating minimum capacity, safety windscreen, reclining front seats, equipped with air conditioning system and exhaust ventilation. Four doors.

## 11. **Wheel Base**

Minimum of 265 centimeters approximately

## 12. **Accessories**

1. Tachometer, speedometer
2. Ammeter
3. Engine oil
4. Fuel guage
5. Water temperature indicator
6. Head and tail lights, cabin lights, backup lights
7. Indicator lights
8. Battery
9. Horn
10. Rear view mirrors
11. Windscreen: Wiper and washer
12. Radio/Cassette/CD
13. Hub Caps

## 13. **Cost of Spare Parts and Maintenance Items**

All types of filters and fan belts and other parts required for first 500 hours of operation should be quoted separately.

## 14. **Tools**

Manufacturer's standard new vehicle tool supply to be provided with each vehicle and specified in the bid

## 15. **Manuals**

One copy of each of the following shall be furnished with each vehicle. The intention of the supplier to provide these items must be stated in the bid.

1. Operator's maintenance manual with lubrication chart in toolbox
2. Spare-parts manual to be supplied with the bid document for bid evaluation.

## 16. Proven Performance

The vehicle offered shall be current standard model of production (2004 model) which must be substantially the same model in successful use (2002 and 2003 models) for a period of not less than two years or more than 4,000 hours of operation.

## 17. Warranty

The supplier should provide a warranty of one year of 25,000 kms, whichever is earlier

## **Item No 2**

*Following Questionnaire shall be completed by the bidder*

2. General
  - i. Make, Model, type and country of origin
  - ii. Wheel base
  - iii. Shipping weight
  - iv. Payload
  - v. Gross vehicle weight (GVW)
  - vi. Turning radius
  - vii. Overall length

- viii. Overall weight
- ix. Overall height
- x. Ground Clearance
- xi. Maximum speed on highway
- xii. Grandability

II Engine

- I Make, model, and type
- Ii BHP at governed speed
- Iii Governed speed
- Iv Maximum torque and RPM
- V Piston displacement, compression ratio

III Fuel System

- I Make, model, and type and other specification
- Ii Capacity of fuel tank and its location.

IV Cooling System.

- I Type
- Ii Specification

V Electrical System.

- I Make, model, and type of alternator.
- Ii Other specification of alternator
- Iii Voltage, number of plates and capacity of battery.
- Iv Make, model, and type of starter.
- V Other specification of starter
- Vi Specification of control system for voltage
- Vii Details of lights, signals etc.

VI Steering

- I Make, model, and type
- Ii Ratio
- Iii Other specifications

VII Service Brake

- I Make and model
- Ii Type (Air, hydraulic etc)
- Iii other specifications

VIII Parking Brake

- I Make, model, and type
- Ii Location
- Iii Lining material

IX Compressor (if supplied)

- I Make, model, and type
- Ii Specifications

- X Clutch
  - I Make, model, and type
  - ii Type and number of plates
  - iii Lining material and size
  
- XI Transmission
  - I Make, model, and type
  - ii Number of speeds (forward and reverse)
  
- XII Axles
  - I Front axles:
    - i Make, model, and type
    - ii Rated capacity
    - iii other specifications
  
  - Rear axles:
    - i Make, model, and type
    - ii Rated capacity
    - iii Type and number of reductions
    - Iv Ratio
    - v other specifications
  
- XIII Spring
  - I Front spring:
    - i Make, model, and type
    - ii capacity
    - iii Size (length, width and thickness)
    - Iv Number of leaves and leaf thickness
    - V Third leaf thickness
  
  - Rear springs:
    - i Make, model, and type
    - ii capacity
    - iii Size (length, width and thickness)
    - Iv Number of leaves and leaf thickness
  
- XIV Shock absorber
  - I Make and model
  - ii Number and Location
  
- XV Frame
  - I Material of frame (SAE or DIN)
  - ii Dimensions of main frame

- ii Number of cross members
  - iv other specifications
- XVI Fifth Wheel
  - I Make, model, and type
  - ii other specifications
- XVII Power take-off
  - I Make, model, and type
  - ii other specifications
- XVIII Tyres
  - I Type
  - ii size and ply rating
- XIX Performance Indicators
  - I Consumption liters/Kms
  - ii Operating Cost / tonne Km (provide category, miscellaneous details, labour, materials and others)
  - iii Maintenance cost / tonne km

### **Item No. 3**

#### **4X4WD Double Cabin Pick up (1 No.)**

##### **1. General**

Vehicles offered should form the manufacture's own standard range of production in current supply and confirming as near as possible to the following specifications. Vehicles should be suitable for continuous operation in tropical conditions at altitudes 1200m above sea level. All items to be fully assembled with the normal standard fittings, and tested ready for use including central locking system. Due consideration will be given for bids which provide inter-changing of part between models.

##### **2. Engine**

Water or air cooled multi-cylinder gasoline engines, developing a minimum of 80 SAE net FHT at the rate speed . The engine shall be equipped with a direct electric starting system, 12/24 volt, alternator, radiator, fuel pump, lubricating oil pump, fuel line filter (screen or sediment), bowl type, full flow oil filter with replaceable element, dry-wet-type air cleaner, engine cooling system

##### **3. Clutch**

Single plate, dry disk hydraulically operated.

##### **4. Transmission**

Synchromesh type with four forward and one reverse speed. Rear single reduction types with fully or semi floating type rear axle.

#### 5. **Suspension**

Front- indented torsion bar type , rear longitudinal semi-elliptical spring type . Double acting shock absorbers on front and rear wheels.

#### 6. **Steering**

Left hand drive re-circulating ball or worm gear–type. Minimum turning rating 6.5m curb to curb.

#### 7. **Brakes**

Front wheels drive, hydraulically operated , internal expanding shoe type or combination of discs and drums type vacuum boosted. Mechanically operated parking brakes.

#### 8. **Wheels and Tyres**

Manufacturer’s standard rims and tyres. One spare rim and tyre complete, mounted on a tyre carrier

#### 9. **Chassis**

Four by two wheel drive, single wheels on front and rear axle, channel or box section reinforced frame. Wheel base not less than 2.9 metres.

#### 10. **Tray**

To be steel box construction suitably reinforced with a hinged drop tall-gate and not less than 1.8 lengths and 1.4 widths. A suitable canvas canopy with facility for open sides shall be fitted to the tray with sturdy folding, padded seats for full length each side of tray.

#### 11. **Accessories**

1. Tachometer, speedometer
2. Ammeter
3. Engine oil
4. Fuel guage
5. Water temperature indicator
6. Head and tail lights, cabin lights, backup lights
7. Indicator lights
8. Battery
9. Horn
10. Rear view mirrors
11. Windscreen: Wiper and washer
12. Radio/Cassett/CD
13. Hub Caps

#### 12. **Maintenance Items**

All types of filters and fan belts and other parts required for first 500 hours of operation should be quoted separately.

13. **Tools**

Manufacturer's standard new vehicle tool supply to be provided with each vehicle and specified in the bid

14. **Manuals**

One copy of each of the following shall be furnished with each vehicle. The intention of the supplier to provide these items must be stated in the bid.

1. Operator's maintenance manual with lubrication chart in toolbox
2. Spare-parts manual to be supplied with the bid document for bid evaluation.

15. **Proven Performance**

The vehicle offered shall be current standard model of production which is substantially the same model in successful use for a period of not less than two years or more than 4,000 hours of operation.

16. **Initial Spare Parts**

Manufacturer's recommended spare parts required for the first 4,000 hours of operation or 2 years whichever is earlier with prices valid for one year. Bidders are required to quote for all the items.

17. **Warranty**

The supplier should provide a warranty of one year of 25,000 kms, whichever is earlier

**Item No 3**

*Following Questionnaire shall be completed by the bidder*

3. General
  - i. Make, Model, type and country of origin
  - ii. Wheel base
  - iii. Shipping weight
  - iv. Payload
  - v. Gross vehicle weight (GVW)
  - vi. Turning radius
  - vii. Overall length
  - viii. Overall weight
  - ix. Overall height
  - x. Ground Clearance
  - xi. Maximum speed on highway
  - xii. Grandability

## II Engine

- I Make, model, and type
- Ii BHP at governed speed
- Iii Governed speed
- Iv Maximum torque and RPM
- V Piston displacement, compression ratio

## III Fuel System

- I Make, model, and type and other specification
- Ii Capacity of fuel tank and its location.

## IV Cooling System.

- I Type
- Ii Specification

## V Electrical System.

- I Make, model, and type of alternator.
- Ii Other specification of alternator
- Iii Voltage, number of plates and capacity of battery.
- Iv Make, model, and type of starter.
- V Other specification of starter
- Vi Specification of control system for voltage
- Vii Details of lights, signals etc.

## VI Steering

- I Make, model, and type
- Ii Ratio
- Iii Other specifications

## VII Service Brake

- I Make and model
- Ii Type (Air, hydraulic etc)
- Iii other specifications

- VIII Parking Brake
  - I Make, model, and type
  - ii Location
  - iii Lining material
  
- IX Compressor (if supplied)
  - I Make, model, and type
  - ii Specifications
  
- X Clutch
  - I Make, model, and type
  - ii Type and number of plates
  - iii Lining material and size
  
- XI Transmission
  - I Make, model, and type
  - ii Number of speeds (forward and reverse)
  
- XII Axles
  - I Front axles:
    - i Make, model, and type
    - ii Rated capacity
    - iii other specifications
  
  - Rear axles:
    - i Make, model, and type
    - ii Rated capacity
    - iii Type and number of reductions
    - iv Ratio
    - v other specifications
  
- XIII Spring
  - I Front spring:
    - i Make, model, and type
    - ii capacity
    - iii Size (length, width and thickness)
    - iv Number of leaves and leaf thickness
    - v Third leaf thickness
  
  - Rear springs:
    - i Make, model, and type
    - ii capacity
    - iii Size (length, width and thickness)

- Iv Number of leaves and leaf thickness
  
- XIV Shock absorber
  - I Make and model
  - Ii Number and Location
  
- XV Frame
  - I Material of frame (SAE or DIN)
  - Ii Dimensions of main frame
  - Iii Number of cross members
  - Iv other specifications
  
- XVI Fifth Wheel
  - I Make, model, and type
  - Ii other specifications
  
- XVII Power take-off
  - I Make, model, and type
  - Ii other specifications
  
- XVIII Tyres
  - I Type
  - Ii size and ply rating
  
- XIX Performance Indicators
  - I Consumption liters/Kms
  - Ii Operating Cost / tonne Km (provide category, miscellaneous details, labour, materials and others)
  - Iii Maintenance cost / tonne km

## **Item No. 4**

### **4X4 Wheel Drive Jeep (1 No.)**

#### **1. General**

Vehicles offered should form the manufacture's own standard range of production in current supply and confirming as near as possible to the following specifications. Vehicles should be suitable for continuous operation in tropical conditions at altitudes 1200m above sea level. All items to be fully assembled with the normal standard fittings, and tested ready for use including central locking system. Due consideration will be given for bids which provide inter-changing of part between models.

2. **Main Application**

General on and off highway duties.

3. **Principal Features Sought.**

- (a) Left hand steering control.
- (b) Petrol
- (c) Minimum 9 persons seating capacity
- (d) 5 doors
- (e) Gross weight: 3200 kg.
- (f) Wheel base : 2,800 mm minimum
- (g) Approximate tilt and grade ability angle : 30 degrees
- (h) Grand Clearance : 240mm minimum

4. **Engine**

- (a) Petrol, 8 stroke , 8 cylinder in-line.
- (b) Piston Displacement : 4500cc minimum.
- (c) Torque , fuel consumption curves and all other engine characteristics to be submitted by the Bidder.
- (d) Natural aspiration.
- (e) Positive oil and fuel filtering with replace elements.
- (f) Fuel tank : 150 liters min. inclusive of sub fuel tank, with strainer and sediment drain
- (g) Dust proof crankcase breather and oil filter cap.
- (h) Heavy duty tropical cooling.
- (i) Heavy duty wet or dry type air cleaner
- (j) Precleaning proffered
- (k) Maximum fuel injection fuel system

5. **Clutch**

- (a) Heavy duty single dry disc plate
- (b) Specify facing are and other details

6. **Transmission Transfer and driveline**

- (a) Mechanical, floor mounted shift lever
- (b) Minimum 5 speeds forward and 1 reverse  
“HIGH” and “LOW” transfer box.
- (c) Convenient drive transfer
- (d) Heavy duty full floating axics (Preferred)

7. **Suspension**

- (a) Heavy duty springs front and rear
- (b) Double acting heavy duty telescopic shock absorbers front and rear.

8. **Steering**

- (a) Left hand side control
- (b) Mechanical (preferred) , otherwise maker’s standard . Bidders to specify
- (c) Turning radius : not to exceed 6m. Specify turning radius.

9. **Brakes**

- (a) Power assisted. Dual hydraulic circuit
- (b) Disc type , fron
- (c) Drum or disc type rear
- (d) Mechanical parking brake.

10. **Wheel , Rim and Tyres.**

- (a) Best quality and tyre size suitable to ful load rating.  
Size for all tyre to be 245 x 16 full ply rating on/off highway duties.
- (b) Specify make, size, tread and rating of tyres.
- (c) Spare wheel mounted on a suitable carrier.  
Tyres with inner tubes to be provided.
- (d) Specify make, size, tread and rating of tyres.
- (e) Spare wheel mounted on a suitable carrier.
- (f) Tyres with inner tubes to be provided.

11. **.Electrical and Ancillaries**

- (a) 12 volts system.
- (b) Heavy duty batteries. Specify characteristics (AH)
- (c) Heavy duty starter and alternator. Specify (KW) and (A) rating respectively..
- (d) Hazard warning light.
- (e) Exterior lights and indicators.
- (f) Makers standard, ancillaries to be specified by Bidders.

12. **.Cab and Accessories**

- (g) Full tropical ventilation specify.
- (h) All metal cab fully corrosion protected
- (i) Seating capacity: 9 min. persons
- (j) Safety belts.
- (k) Safety glass throughout.
- (l) Dual outside mirrors  
Bidders to specify

13. **Instruments, Monitor and Warning**

- (a) Ocdometer and speedometer, Tripmeter reading to 0.1 km.
- (b) Engine temperature
- (c) Engine oil pressure
- (d) Battery charging
- (e) Backup alarm
- (f) Fuel level guage
- (g) Low engine oil pressure, audible warning (preferred)

- (h) Low engine oil coolant level, audible warning (preferred)
- (i) Makers standard provision - Bidders specify

14. **Chassis Frame**

15. **Protection Against Corrosion**

- (a) Optimum and guaranteed protection is required
- (b) Specify warranty period offered

16. **Colour Finish and Markings**

- (c) Maximum loading markings to be displayed in conformity with latest Nigerian regulations.

17. **Tools and Toolbox**

- (a) Makers standard toolkit together with heavy duty jack, grease gun, hydrometer and tyre pressure gauge in lockable toolbox.

18. **Miscellaneous**

- (a) Fuel tank security lock and keys
- (b) A suitable fire extinguisher to be installed.

19. **Manuals**

One copy of each of the following shall be furnished with each vehicle. The intention of the supplier to provide these items must be stated in the bid.

1. Operator's maintenance manual with lubrication chart in toolbox
2. Spare-parts manual to be supplied with the bid document for bid evaluation.

20. **Initial Spare Parts**

Manufacturer's recommended spare parts required for the first 4,000 hours of operation or 2 years whichever is earlier with prices valid for one year. Bidders are required to quote for all the items.

21. **Warranty**

The supplier should provide a warranty of one year or 25,000 kms, whichever is earlier

## Item No 4

*Following Questionnaire shall be completed by the bidder*

4. General
  - i. Make, Model, type and country of origin
  - ii. Wheel base
  - iii. Shipping weight
  - iv. Payload
  - v. Gross vehicle weight (GVW)
  - vi. Turning radius
  - vii. Overall length
  - viii. Overall weight
  - ix. Overall height
  - x. Ground Clearance
  - xi. Maximum speed on highway
  - xii. Grandability
  
- II Engine
  - I Make, model, and type
  - Ii BHP at governed speed
  - Iii Governed speed
  - Iv Maximum torque and RPM
  - V Piston displacement, compression ratio
  
- III Fuel System
  - I Make, model, and type and other specification
  - Ii Capacity of fuel tank and its location.
  
- IV Cooling System.
  - I Type
  - Ii Specification
  
- V Electrical System.
  - I Make, model, and type of alternator.
  - Ii Other specification of alternator
  - Iii Voltage, number of plates and capacity of battery.
  - Iv Make, model, and type of starter.
  - V Other specification of starter
  - Vi Specification of control system for voltage
  - Vii Details of lights, signals etc.
  
- VI Steering
  - I Make, model, and type
  - Ii Ratio
  - Iii Other specifications

- VII Service Brake
  - I Make and model
  - ii Type (Air, hydraulic etc)
  - iii other specifications
  
- VIII Parking Brake
  - I Make, model, and type
  - ii Location
  - iii Lining material
  
- IX Compressor (if supplied)
  - I Make, model, and type
  - ii Specifications
  
- X Clutch
  - I Make, model, and type
  - ii Type and number of plates
  - iii Lining material and size
  
- XI Transmission
  - I Make, model, and type
  - ii Number of speeds (forward and reverse)
  
- XII Axles
  - I Front axles:
    - i Make, model, and type
    - ii Rated capacity
    - iii other specifications
  
  - Rear axles:
    - i Make, model, and type
    - ii Rated capacity
    - iii Type and number of reductions
    - iv Ratio
    - v other specifications
  
- XIII Spring
  - I Front spring:
    - i Make, model, and type
    - ii capacity
    - iii Size (length, width and thickness)
    - iv Number of leaves and leaf thickness
    - v Third leaf thickness

Rear springs:

- i Make, model, and type
- ii capacity
- iii Size (length, width and thickness)
- iv Number of leaves and leaf thickness

XIV Shock absorber

- I Make and model
- ii Number and Location

XV Frame

- I Material of frame (SAE or DIN)
- ii Dimensions of main frame
- iii Number of cross members
- iv other specifications

XVI Fifth Wheel

- I Make, model, and type
- ii other specifications

XVII Power take-off

- I Make, model, and type
- ii other specifications

XVIII Tyres

- I Type
- ii size and ply rating

XIX Performance Indicators

- I Consumption liters/Kms
- ii Operating Cost / tonne Km (provide category, miscellaneous details, labour, materials and others)
- iii Maintenance cost / tonne km

## Item No 5

### 30-Seater Bus (1No.)

#### 1. General

Vehicles offered should form the manufacture's own standard range of production in current supply and confirming as near as possible to the following specifications. Vehicles should be suitable for continuous operation in tropical conditions at altitudes 1200m above sea level. All items to be fully assembled with the normal standard fittings, and tested ready for use including central locking system. Due consideration will be given for bids which provide inter-changing of part between models.

#### 2. Main Application

General on and off highway duties.

#### 3. Principal Features Sought.

- (b) Left hand steering control.
- (c) Petrol
- (d) Minimum 30 persons seating capacity
- (e) 2 doors

#### 4. Dimensions

- (a) Gross weight: ..... kg.
- (b) Wheel base: 3,200 mm minimum
- (c) Overall length: 6,255mm minimum.
- (d) Overall width : 2,025mm minimum
- (e) Overall height: 2,430mm minimum
- (f) Front tread: 1,690mm minimum
- (g) Rear tread: 1,490mm minimum
- (h) Approximate tilt and grade ability angle : 30 degrees
- (i) Grand Clearance : 240mm minimum

#### 5. Engine

- (a) 4 Cylinder in line 4 cycle , 14B minimum.
- (b) Bore and stroke: 95.0 x 95.0mm.
- (c) Displacement: 2,694 cm<sup>3</sup>
- (d) Fuel : Petrol
- (e) Tank capacity: 95Liters minimum. with strainer and sediment drain
- (f) Natural aspiration.
- (g) Positive oil and fuel filtering with replace elements.
- (h) Dust proof crankcase breather and oil filter cap.
- (i) Heavy duty tropical cooling.
- (j) Heavy duty wet or dry type air cleaner
- (k) Precleaning preferred

- (l) Maximum fuel injection fuel system

5. **Clutch**

- (a) Pedal free play: 10-25mm minimum
- (b) Specify facing are and other details

6. **Manual Transmission**

- (a) 5- speed type : with oil cooler 3.9 liter minimum  
without oil cooler 3.2L minimum

7. **Chassis Lubrication**

- (a) Wheel bearing
  - (b) Ball joints
  - (c) Upper arm bushings
  - (d) Center and idler arm and brackets
  - (e) Propeller shaft
- Makers' standard to be specified by Bidders.

7. **Suspension**

- (c) Heavy duty springs front and rear
- (d) Double acting heavy duty telescopic shock absorbers front and rear.

8. **Steering**

- (b) Left hand side control
- (c) Mechanical (preferred) , otherwise maker's standard . Bidders to specify
- (d) Wheel free play: less than 40 mm minimum. Specify.
- (e) Power steering: Specify automatic transmission fluid type

9. **Brakes**

- (a) Minimum pedal clearance when depressed with the force of 490 N
  - with front drum brake : 50mm minimum
  - with front disc brake : 45mm minimum
- (b) Mechanical parking brake.

**11. Wheel , Rim and Tyres.**

- (a) Best quality and tyre size suitable to full load rating.
- (b) Size for all tyre to be 245 x 16 full ply rating on/off highway duties.
- © Specify make, size, tread and rating of tyres.
- (d) Spare wheel mounted on a suitable carrier.
- (e) Tyres with inner tubes to be provided.

- (f) Specify make, size, tread and rating of tyres.
- (g) Spare wheel mounted on a suitable carrier.
- (h) Tyres with inner tubes to be provided.

12. **Electrical and Ancillaries**

- (a) 12 volts system.
- (b) Heavy duty batteries. Specify characteristics (AH)
- (c) Heavy duty starter and alternator. Specify (KW) and (A) rating respectively..
- (d) Hazard warning light.
- (e) Exterior lights and indicators.
- (f) Makers standard, ancillaries to be specified by Bidders.

13. **Cab and Accessories**

- (a) Full tropical ventilation specify.
- (b) All metal cab fully corrosion protected
- (c) Seating capacity: 30. persons
- (d) Safety belts.
- (e) Safety glass throughout.
- (f) Dual outside mirrors
- (g) Bidders to specify

14. **Instruments, Monitor and Warning**

- (a) Odometer and speedometer, Tripmeter reading to 0.1 km.
- (b) Engine temperature
- (c) Engine oil pressure
- (d) Battery charging
- (e) Backup alarm
- (f) Fuel level guage
- (g) Low engine oil pressure, audible warning (preferred)
- (h) Low engine oil coolant level, audible warning (preferred)  
Makers standard provision - Bidders specify

15. **Protection Against Corrosion**

- (i) Optimum and guaranteed protection is required
- (j) Specify warranty period offered

17. **Colour Finish and Markings**

- (d) Maximum loading markings to be displayed in conformity with latest Nigerian regulations.

18. **Tools and Toolbox**

- (f) Makers standard toolkit together with heavy duty jack, grease gun, hydrometer and tyre pressure gauge in lockable toolbox.

19. **Miscellaneous**

- (c) Fuel tank security lock and keys
- (d) A suitable fire extinguisher to be installed.

20. **Manuals**

One copy of each of the following shall be furnished with each vehicle. The intention of the supplier to provide these items must be stated in the bid.

- 1. Operator's maintenance manual with lubrication chart in toolbox
- 2. Spare-parts manual to be supplied with the bid document for bid evaluation.

21. **Initial Spare Parts**

Manufacturer's recommended spare parts required for the first 4,000 hours of operation or 2 years whichever is earlier with prices valid for one year. Bidders are required to quote for all the items.

22. **Warranty**

The supplier should provide a warranty of one year or 15,000 kms, whichever is earlier

**Item No 5.**

*Following Questionnaire shall be completed by the bidder*

5. General

- i. Make, Model, type and country of origin
- ii. Wheel base
- iii. Shipping weight
- iv. Payload
- v. Gross vehicle weight (GVW)
- vi. Turning radius
- vii. Overall length
- viii. Overall weight
- ix. Overall height
- x. Ground Clearance
- xi. Maximum speed on highway
- xii. Grandability

II Engine

- I Make, model, and type
- Ii BHP at governed speed
- Iii Governed speed
- Iv Maximum torque and RPM
- V Piston displacement, compression ratio

- III Fuel System
  - I Make, model, and type and other specification
  - ii Capacity of fuel tank and its location.
  
- IV Cooling System.
  - I Type
  - ii Specification
  
- V Electrical System.
  - I Make, model, and type of alternator.
  - ii Other specification of alternator
  - iii Voltage, number of plates and capacity of battery.
  - iv Make, model, and type of starter.
  - v Other specification of starter
  - vi Specification of control system for voltage
  - vii Details of lights, signals etc.
  
- VI Steering
  - I Make, model, and type
  - ii Ratio
  - iii Other specifications
  
- VII Service Brake
  - I Make and model
  - ii Type (Air, hydraulic etc)
  - iii other specifications
  
- VIII Parking Brake
  - I Make, model, and type
  - ii Location
  - iii Lining material
  
- IX Compressor (if supplied)
  - I Make, model, and type
  - ii Specifications
  
- X Clutch
  - I Make, model, and type
  - ii Type and number of plates
  - iii Lining material and size
  
- XI Transmission
  - I Make, model, and type
  - ii Number of speeds (forward and reverse)
  
- XII Axles
  - I Front axles:

- i Make, model, and type
- Ii Rated capacity
- Iii other specifications

Rear axles:

- i Make, model, and type
- Ii Rated capacity
- Iii Type and number of reductions
- Iv Ratio
- v other specifications

XIII Spring

I Front spring:

- i Make, model, and type
- Ii capacity
- Iii Size (length, width and thickness)
- Iv Number of leaves and leaf thickness
- V Third leaf thickness

Rear springs:

- i Make, model, and type
- Ii capacity
- Iii Size (length, width and thickness)
- Iv Number of leaves and leaf thickness

XIV Shock absorber

- I Make and model
- Ii Number and Location

XV Frame

- I Material of frame (SAE or DIN)
- Ii Dimensions of main frame
- Iii Number of cross members
- Iv other specifications

XVI Fifth Wheel

- I Make, model, and type
- Ii other specifications

XVII Power take-off

- I Make, model, and type
- Ii other specifications

XVIII Tyres

- I Type

Ii size and ply rating

XIX Performance Indicators

I Consumption liters/Kms

Ii Operating Cost / tonne Km (provide category, miscellaneous details, labour, materials and others)

Iii Maintenance cost / tonne km

## **Section VIII. Sample Forms**

## **Sample Forms**

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# 1. Bid Form and Price Schedules

Date: \_\_\_\_\_  
Credit N<sup>o</sup>: 3720-0 UNI  
IFB N<sup>o</sup>: LAMATA/WB/ICB /GC/002

To: Managing Director, Lagos Metropolitan Area Transport Authority (LAMATA),  
Motorway Center, 1 Motorway Avenue, Oregun, Ikeja, Lagos

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount in Naira	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

\_\_\_\_\_

*[signature]*

\_\_\_\_\_

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Price Schedule for Vehicles Offered from within the Purchaser's Country**  
(Items Nos. 1, 2 and 3 bids)

Name of Bidder \_\_\_\_\_ . IFB Number \_\_\_\_\_. Page . of \_\_\_\_.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price <sup>1</sup> EXW per item	Cost of local labor, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit prices <sup>1</sup> per item final destination and unit price of other incidental services <sup>3</sup>	Sales and other taxes payable if Contract is awarded

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

2. Indicated as a percentage of the EXW price.

3. Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

## 2.1 Form of Bid Security (Bank Guarantee)

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** Lagos Metropolitan Area Transport Authority (LAMATA), Block C, 2<sup>nd</sup> Floor, Motorways Centre, I Motorways Avenue, Alausa, Ikeja, Lagos State

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. ("the IFB").

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

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating 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 (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

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

\_\_\_\_\_ *[signature(s)]*

### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Lagos Metropolitan Area Transport Authority (LAMATA), Motorway Center, 1 Motorway Avenue, Oregun, Ikeja, Lagos (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of *[Address of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain vehicles and services, viz., LAMATA Operational Vehicles and maintenance of the vehicles and has accepted a bid by the Supplier for the supply of those vehicles and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (Lagos Metropolitan Area Transport Authority (LAMATA))

Signed, sealed, delivered by \_ the \_\_\_ (for the Supplier)

## 5. Bank Guarantee Form for Advance Payment

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** Lagos Metropolitan Area Transport Authority (LAMATA), Motorway Center, 1 Motorway Avenue, Oregun, Ikeja, Lagos

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. LAMATA/WB/GC/ICB/002 dated \_\_\_\_\_ with you, for the supply of [description of goods] (hereinafter called "the Contract").

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

At the request of the Supplier, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (\_\_\_\_\_) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of Bank].

This guarantee shall expire, at the latest, upon our receipt of copy(ies) of \_\_\_\_\_, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_, 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, ICC Publication No. 458.

\_\_\_\_\_  
[signature(s)]

**Section IX. Eligibility for the Provision of Goods, Works, and Services in Bank-Financed Procurement**

## Public Information Center

### Eligibility for the Provision of Goods, Works and Services in World Bank-Financed Procurement

As of August 2001

For the information of borrowers and bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996, September 1997, and January 1999), set forth below is a list of countries from which bidders, goods, and services are not eligible to participate in procurement financed by the bank or IDA.

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- Tuvalu

In addition, bidders, goods, and services from other countries or territories may be declared ineligible by a provision in bidding documents if the borrower's country has excluded them by a law, official regulation, or act of compliance meeting the requirements of paragraph 1.8(a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan/Credit Account for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.