

 **OYO STATE**

**BUREAU OF PUBLIC PROCUREMENT (BPP)**

**STANDARD BIDDING DOCUMENTS (Simplified)**

**Procurement of Goods**

**…2020**

**Foreword**

This Standard Bidding Document for Procurement of Goods has been prepared by the Bureau of Public Procurement of the Oyo State Government (OYSBPP).

**Preface**

1. This Standard Bidding Document for Procurement of Goods has been prepared by the Bureau of Public Procurement, of the Oyo State Government, Nigeria for use in contracts financed by the Oyo State Government, to be used for the procurement of goods through International Competitive Bidding (ICB) as well as National Competitive Bidding (NCB).

2. This SBD is in accordance with the Public Procurement Law 2010, and the policies and procedures of the Regulations for Goods and Works. The document has been adapted to the needs of MDAs and Procuring Entities in Oyo State, Nigeria based on internationally acceptable model formats. The SBD, will provide all the information that a Bidder needs in order to prepare and submit a Bid. This should provide a sound basis on which the Procuring Entity can fairly, transparently and accurately carry out a Bid evaluation process on the Bids submitted by the Bidders.

3. This SBD can be used when prequalification has or has not taken place. Pre-qualification is usually not necessary for the procurement of Goods; unless there is a procurement requirement of specialised nature or for custom-designed equipment. In the case of prequalification, for which the Standard Prequalification Document applies, this SBD may have to be adjusted to include the prequalification results.

4. For further information on procurement under Oyo State Government, Nigeria or for question regarding the use of this SBD, please contact:

Oyo State Bureau of Public Procurement

Office of the Executive Governor,

Oyo State Government Secretariat,

Ibadan, Oyo State

 E-mail: oyobpp@oyostate.gov.ng

Summary Description

**SBD for Procurement of Goods**

**Summary**

**PART 1 – BIDDING PROCEDURES**

**Section I. Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

**Section II. Bid Data Sheet (BDS)**

This Section consists of provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

**Section III. Evaluation and Qualification Criteria**

This Section provides the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

**Section IV. Bidding Forms**

This Section contains the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer’s Authorization to be submitted completed by the Bidder and submitted as part of his Bid.

**PART 2 – SUPPLY REQUIREMENTS**

**Section V. Schedule of Requirements**

This Section provides the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section VI. General Conditions of Contract (GCC)**

This Section provides the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VII. Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Procuring Entity.

**Section VIII. Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

**Attachment: Invitation for Bids**

An “Invitation for Bids” form is provided at the end of the Bidding Documents for information.

PROCUREMENT DOCUMENTS

**Bidding Document for**

**Procurement of Goods**

**Procurement of:**

*[insert identification of the Goods]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ICB/NCB No:\_\_\_\_\_\_\_\_\_\_\_\_\_**

***[insert reference number as per procurement plan]***

**Procuring Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date of Issue: \_\_\_\_\_\_\_\_\_\_\_\_\_**

***[insert date when document was issued to bidders]***

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# PART 1 – Bidding Procedures

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| Section II. Bid Data Sheet (BDS)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.*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]* |
| **ITB Clause Reference** | **A. General** |
| **ITB 1.1** | The Procuring Entity is: ***[insert name of the Procuring Entity]***  |
| **ITB 1.1** | The name of the bidding process is: ***[insert complete name]***The identification number of the bidding process is: ***[insert identification number]***The number and identification of lots comprising this bidding process is: ***[insert number of lots and identification number of each lot, if applicable]*** |
| **ITB 2.1** | The name of the Project is:***[insert name of the project]***  |
| **ITB 4.1** | Maximum number of members in the JV shall be: ***[insert a number]****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
|  | **B. Components of the Bidding Document** |
| **ITB 7.1** | For **clarification purposes** only, the Procuring Entity’s address is:Attention: ***[insert full name of person, if applicable]***Address: ***[insert street address and number]***Telephone: : ***[insert telephone number, including country and city codes]******[insert phone number, with country and city codes]***Electronic mail address: ***[insert email address, if applicable]***Requests for clarification should be received by the Procuring Entity no later than: ***[insert no. of days].*** |
| **ITB 7.1** | Web page: ***[in case used, identify the widely used website or electronic portal of free access where bidding process information is published****]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **C. Preparation of Bids** |
| **ITB 10.1** | The language of the bid is: English Language |
| **ITB 11.1 (j)** | The Bidder shall submit the following additional documents in its bid: ***[list any additional document not already listed in ITB Sub-Clause 11.1 that must be submitted with the Bid]*** |
| **ITB 13.1** | Alternative Bids ***[insert “shall be” or “shall not be”]*** considered. ***[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria. See Section III for further details ]:*** |
| **ITB 14.5** | The prices quoted by the Bidder **[insert “shall “or “shall not”]** be subject to adjustment during the performance of the Contract. |
| **ITB 14.6** | Prices quoted for each lot (contract) shall correspond at least **to *[insert figure*]** percent of the items specified for each lot (contract).Prices quoted for each item of a lot shall correspond at least to **[insert figure]**percent of the quantities specified for this item of a lot. |
| **ITB 14.7** | The Incoterms edition is: **[*insert relevant edition*]***.* |
| **ITB 14.8 (b) (i) and (c) (v)**  | Place of Destination: **[*insert named Place of destination as per Incoterm used]*** |
| **ITB 14.8 (a) (iii);(b)(ii) and (c)(v)** | “Final destination (Project Site)”: **[*insert name of location where the Goods are to be actually used]*** |
| **ITB 15.1**  | The prices shall be quoted by the bidder in:**Naira.** Where stated in foreign currency, it shall be converted to Nigerian Naira using the prevailing rate of the Central Bank of Nigeria valid on the day of opening the Bid. |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***[insert duration* ]** |
| **ITB 17.2 (a)** | Manufacturer’s authorization is: ***[insert “required” or “not required”]*** |
| ITB 17.2 (b) | After sales service is: ***[insert “required” or “not required”]*** |
| **ITB 18.1** | The bid validity period shall be ***[insert a number of days]***days.[*normally 60 to 120 days for simple cases of purchase of goods and up to 150 days for more complex purchases of Goods and Related Services].* |
| **ITB 18.3 (a)** | The bid price shall be adjusted by the following factor(s):\_\_\_\_\_\_\_\_ ***[The Naira portion of the Bidder’s price shall be adjusted by a factor reflecting inflation in Nigeria during the period of extension, and the foreign currency portion of the Bidder’s price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]*** |
| **ITB 19.1** | ***[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]***A *Bid Security* ***[insert “shall be” or “shall not be”*]**required.A Bid-Securing Declaration **[*insert “shall be” or “shall not be*”]**required.If a bid security shall be required, the amount and currency of the bid security shall be **[*If a bid security is required, insert amount and currency of the bid security. Otherwise insert “Not Applicable”.][In case of lots, please insert amount and currency of the Bid Security for each lot]******Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Procuring Entity will determine for which lot or lots the Bid Security amount shall be applied.]*** |
| **ITB 19.3 (d)** | Other types of acceptable securities: ***[Insert names of other acceptable securities. Insert “None” if no bid security is required under provision ITB 19.1 or if bid security is required but no other forms of bid securities besides those listed in ITB 19.3 (a) through (c) are acceptable*.]** |
| **ITB 19.9** | **[*The following provision should be included and the required corresponding information inserted only if a bid security is not required under provision ITB 19.1 and the Procuring Entity wishes to declare the Bidder ineligible for a period of time should the Bidder incur in the actions mentioned in provision ITB 19.9. Otherwise omit.]***If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Procuring Entity for a period of \_\_\_\_\_\_ years.**[*insert period of time]*** |
| **ITB 20.1** | In addition to the original of the bid, the number of copies is**: *[insert number of copies]*** |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: *[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the bid].*** |
|  | **D. Submission and Opening of Bids** |
| **ITB 22.1**  | For **bid submission purposes** only, the Procuring Entity’s address is: ***[insert all required and applicable information]***Attention: Address: **The deadline for bid submission is:**Date: Time: Bidders **[*insert “shall” or “shall not”*]** have the option of submitting their bids electronically.**[*The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their bids electronically. Otherwise omit.]***If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: ***[insert a description of the electronic bidding submission procedures]*** |
| **ITB 25.1** | The bid opening shall take place at: ***[insert all required and applicable information]***Address: Date: Time: **[*The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their bids electronically. Otherwise omit.]***If bidders have the option of submitting their bids electronically, the electronic bidding opening procedures shall be: **[insert a description of the electronic bidding opening procedures]** |
| **ITB 25.3** | The Letter of Bid and Price Schedules shall be initialed by \_\_\_\_\_\_\_ ***[insert number]***representatives of the Procuring Entity conducting Bid opening*. \_\_\_\_\_\_\_\_\_\_* ***[Insert procedure: Example: Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc]*** |
| **E. Evaluation and Comparison of Bids** |
| **ITB 32.1** | ***[Pursuant to ITB 15.1, choose one of the following options as appropriate.]******[In case of ICB]*** The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: NairaThe source of exchange rate shall be: Central Bank of NigeriaThe date for the exchange rate shall be: Date of Bid Opening |
| **ITB 33.1** | *A margin of preference* ***[insert “shall” or “shall not”]*** *apply.* *[If a margin of preference applies insert “The application methodology shall be as stipulated in Section III (Evaluation and Qualification Criteria)”]* |
| **ITB 34.2(a)** | Evaluation will be done for……..*[Select Items or Lots(contracts)]*Note: *[****Select one of the two sample clauses below as appropriate******Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.******Or******Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.]*** |
| **ITB 34.6** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]*** 1. Deviation in Delivery schedule: ***[insert Yes or No. If yes insert the adjustment factor]***
2. Deviation in payment schedule: ***[insert Yes or No. If yes insert the adjustment factor]***
3. the cost of major replacement components, mandatory spare parts, and service: ***[insert Yes or No. If yes, insert the Methodology and criteria]***
4. the availability in Nigeria of spare parts and after-sales services for the equipment offered in the bid ***[insert Yes or No, If yes, insert the Methodology and criteria]***
5. the projected operating and maintenance costs during the life of the equipment ***[insert Yes or No, If yes, insert the Methodology and criteria]***
6. the performance and productivity of the equipment offered; *[Insert* ***Yes or No. If yes, insert the Methodology and criteria]***

***[insert any other specific criteria]*** |
|  | **F. Award of Contract** |
| **ITB 39.1** | The maximum percentage by which quantities may be increased is: ***[insert percentage]***The maximum percentage by which quantities may be decreased is: ***[insert percentage]*** |

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Manufacturer’s Authorization 61

Letter of Bid

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| *The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and address.****Note: All italicized text is for use in preparing these form and shall be deleted from the final products.*** |

Date: **[insert date (as day, month and year) of Bid Submission]**

ICB No.: **[*insert number of bidding process*]**

Invitation for Bid No.: **[insert identification]**

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

To: **[*insert complete name of Procuring Entity*]**

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) ;
2. We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. We havenot been suspended nor declared ineligible by the Procuring Entity based on execution of a Bid Securing Declaration in accordance with ITB 4.6
4. We offer to supplyin conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:**[*insert a brief description of the Goods and Related Services*]**;
5. The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple lots, total price of each lot **[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple lots, total price of all lots (sum of all lots) **[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]**;

1. The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[Specify in detail each discount offered.**]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[**Specify in detail the method that shall be used to apply the discounts**];

1. Our bid shall be valid for a period of **[*specify the number of calendar days*]**  days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
3. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
4. We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Oyo State PPA. Further, we are not ineligible under the Nigerian laws or official regulations or pursuant to a decision of the United Nations Security Council;
5. We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[[1]](#footnote-1)
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

 (If none has been paid or is to be paid, indicate “none.”)

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
3. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder**\*** **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\* [insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above [**insert signature of person whose name and capacity are shown above**]

Date signed \_**[insert date of signing]** day of **[insert month]**, **[insert year]**

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

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]

ICB/NCB No.: *[insert number of bidding process]*

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

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

|  |
| --- |
| 1. Bidder’s Name *[insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each member : *[insert legal name of each member in JV]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information Name: *[insert Authorized Representative’s name]* Address: *[insert Authorized Representative’s Address]* Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]* Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of*[check the box(es) of the attached original documents]*🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.🞎 In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:* Legal and financial autonomy
* Operation under commercial law
* Establishing that the Bidder is not dependent agency of the Procuring Entity

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

Bidder’s JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below.The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

Date: *[insert date (as day, month and year) of Bid Submission*]

IC/NCBB No.: *[insert number of bidding process]*

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

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|  |
| --- |
| 1. Bidder’s Name: *[insert Bidder’s legal name]* |
| 2. Bidder’s JV Member’s name: *[insert JV’s Member legal name]* |
| 3. Bidder’s JV Member’s country of registration: *[insert JV’s Member country of registration]* |
| 4. Bidder’s JV Member’s year of registration: *[insert JV’s Member year of registration]* |
| 5. Bidder’s JV Member’s legal address in country of registration: *[insert JV’s Member legal address in country of registration]* |
| 6. Bidder’s JV Member’s authorized representative informationName: *[insert name of JV’s Member authorized representative]*Address: *[insert address of JV’s Member authorized representative]*Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Member authorized representative]*Email Address: *[insert email address of JV’s Member authorized representative]* |
| 7. Attached are copies of original documents of*[check the box(es) of the attached original documents]*🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.🞎 In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the* ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]*

|  |
| --- |
| Price Schedule: Goods Manufactured Outside Nigeria, to be Imported |
|  | (Group C bids, goods to be imported)Currencies in accordance with ITB 15 | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Line ItemN° | Description of Goods  | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price cip*[insert place of destination]*in accordance with ITB 14.8(b)(i) | CIP Price per line item(Col. 5x6) | Price per line item for inland transportation and other services required in Nigeria to convey the Goods to their final destination specified in BDS | Total Price per Line item (Col. 7+8) |
| *[insert number of the item]* | *[insert name of good]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price CIP per unit]* | *[insert total CIP price per line item]* | *[insert the corresponding price per line item]* | *[insert total price of the line item]* |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | Total Price |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]* |

|  |
| --- |
| Price Schedule: Goods Manufactured Outside Nigeria, already imported\* |
|  | (Group C bids, Goods already imported)Currencies in accordance with ITB 15 | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Line ItemN° | Description of Goods  | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) | Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]  | Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii) (Col. 6 minus Col.7) | Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)(Col. 5×8) | Price per line item for inland transportation and other services required in Nigeria to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v) | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv) | Total Price per line item(Col. 9+10) |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per unit]* | *[insert custom duties and taxes paid per unit]* | *[insert unit price net of custom duties and import taxes]* | *[ insert price per line item net of custom duties and import taxes]* | *[insert price per line item for inland transportation and other services required in Nigeria]* | *[insert sales and other taxes payable per item if Contract is awarded]* | *[insert total price per line item]* |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | Total Bid Price |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* |

\* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Entity. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured in Nigeria

|  |  |  |
| --- | --- | --- |
|  | (Group A and B bids)Currencies in accordance with ITB 15 | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Line ItemN° | Description of Goods  | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price EXW  | Total EXW price per line item(Col. 4×5) | Price per line item for inland transportation and other services required in Nigeria to convey the Goods to their final destination | Cost of local labor, raw materials and components with origin in Nigeria% of Col. 5 | Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item(Col. 6+7) |
| *[insert number of the item]* | *[insert name of Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert EXW unit price]* | *[insert total EXW price per line item]* | *[insert the corresponding price per line item]* | *[Insert cost of local labor, raw material and components from within Nigeria as a % of the EXW price per line item]* | *[insert sales and other taxes payable per line item if Contract is awarded]* | *[insert total price per item]* |
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|  |  |  |  |  |  |  |  |  |  |
|  | Total Price |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* |

|  |
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| Price and Completion Schedule - Related Services |
|  | Currencies in accordance with ITB 15 | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in Nigeria to convey the goods to their final destination)  | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price  | Total Price per Service (Col. 5\*6 or estimate) |
| *[insert number of the Service ]* | *[insert name of Services]* | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert total price per item]* |
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|  | Total Bid Price |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* |

# PART 2 – Supply Requirements

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| Section V. Schedule of Requirements |

## Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Procuring Entity’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

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| 1. List of Goods and Delivery Schedule*[The Procuring Entity shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]* |
| **Line Item****N°** | **Description of Goods**  | **Quantity** | **Physical unit** | **Final (Project Site) Destination as specified in BDS**  | **Delivery (as per Incoterms) Date** |
| **Earliest Delivery Date** | **Latest Delivery Date**  | **Bidder’s offered Delivery date [*to be provided by the bidder*]** |
|  |  |  |  |  |  |  |  |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* |
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| 2. List of Related Services and Completion Schedule *[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*  |
| **Service** | **Description of Service** | **Quantity1** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of Services** |
|
| *[****insert Service No****]* | *[****insert description of Related Services****]* | *[****insert quantity of items to be supplied****]* | *[****insert physical unit for the items****]* | *[****insert name of the Place****]* | *[****insert required Completion Date(s)****]* |
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| 1. If applicable |

3. Technical Specifications

*The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS take into account that:*

* *The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Procuring Entity.*
* *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
* *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
* *The PPA, Oyo State, requires the use of metric units as standard unit of measurement.*
* *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
* *Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
* *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.*
* *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*

*(a) Standards of materials and workmanship required for the production and manufacturing of the Goods.*

*(b) Detailed tests required (type and number).*

*(c) Other additional work and/or Related Services required toachieve full delivery/completion.*

*(d) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.*

*(e) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*

* *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

*When the Procuring Entity requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.*

*[If a summary of the Technical Specifications (TS) has to be provided, the Procuring Entity shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]*

*“****Summary of Technical Specifications****. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

|  |  |  |
| --- | --- | --- |
| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
| *[insert item No]* | *[insert name]* | *[insert TS and Standards]* |
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*Detailed Technical Specifications and Standards [whenever necessary].*

*[Insert detailed description of TS] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”\_]*

4. Drawings

These Bidding Documents includes *[insert “the following” or “no”]* drawings.

*[If documents shall be included, insert the following List of Drawings]*

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| **List of Drawings** |
| Drawing Nr. | **Drawing Name** | **Purpose** |
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5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

# PART 3 - Contract

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| Section VII. Special Conditions of Contract |
| The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.* *[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]* |
| **GCC 1.1(d)** | The Source of Funding is: Oyo State Government  |
| **GCC 1.1(j)** | The Procuring Entity is: *[Insert complete legal name of the Procuring Entity, and name of Authorized representative]* |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: *[Insert name(s) and detailed information on the location(s) of the site(s)]*  |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms ]* |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be *[insert date of current edition]* |
| **GCC 5.1** | The language shall be: *[insert the name of the language]* |
| **GCC 8.1** | For **notices**, the Procuring Entity’s address shall be:Attention: *[ insert full name of person, if applicable]*Address: *[insert street address and number]*Floor/ Room number*: [insert floor and room number, if applicable]*City: *[insert name of city or town]*Country: NigeriaTelephone: *[include telephone number, including country and city codes]*Electronic mail address*: [insert e-mail address, if applicable]* |
| **GCC 9.1** | The governing law shall be the law of*:[insert name of the country or state]* |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:*[The bidding documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Supplier who is a Nigerian. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the bidding document.**“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a Nigerian.”]****(a) Contract with foreign Supplier:****[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Procuring Entity may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]****If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:***GCC 10.2 (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.***If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:***GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.***If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:***GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.***If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:***GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.***(b) Contracts with Supplier national from Nigeria:***In the case of a dispute between the Procuring Entity and a Supplier who is a Nigerian, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Federal Republic of Nigeria. |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping detailsetc].*The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *[insert “shall” or “shall not,” as appropriate]* be adjustable.If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]* |
| **GCC 16.1** | ***Sample provision***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 (where applicable) shall be made in ( ) *[currency of the Contract Price]* 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 claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.(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 12.(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 Procuring Entity.Payment of Naira portion shall be made within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity 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 Procuring Entity’s country:**Payment for Goods and Services supplied from within Nigeria shall be made in 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 the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.(ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.(iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity. |
| **GCC 16.5** | The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be *[insert number]* days.The interest rate that shall be applied is *[insert number] %* |
| **GCC 18.1** | A Performance Security *[ insert “shall” or “shall not” be required]**[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]* *[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity’s perceived risk and impact of non performance by the Supplier. A 10% percentage is used under normal circumstances]* |
| **GCC 18.3** | If required, the Performance Security shall be in the form of : *[insert “a Demand Guarantee” or ”a Performance Bond”]*If required, the Performance security shall be denominated in *[insert “a freely convertible currency acceptable to the Procuring Entity” or “ the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]* |
| **GCC 18.4** | Discharge of the Performance Security shall take place: *[ insert date if different from the one indicated in sub clause GCC 18.4]* |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be: *[insert in detail the type of packing required, the markings in the packing and all documentation required]*  |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms*.*If not in accordance with Incoterms, insurance shall be as follows:*[insert specific insurance provisions agreed upon, including coverage, currency an amount]* |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Nigeria, defined as the Project Site, transport to such place of destination in Nigeria, 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”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]* |
| **GCC 25.2** | Incidental services to be provided are:*[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]* |
| **GCC 26.1** | The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]* |
| **GCC 26.2** | The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]* |
| **GCC 27.1** | The liquidated damage shall be: [*insert number]*% per week |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: *[insert number]*% |
| **GCC 28.3** | The period of validity of the Warranty shall be: *[insert number]* days For purposes of the Warranty, the place(s) of final destination(s) shall be:*[insert name(s) of location(s)]****Sample provision***GCC 28.3—In partial modification of the provisions, the warranty period shall be \_\_\_\_\_ hours of operation or \_\_\_\_\_ months from date of acceptance of the Goods or (\_\_\_\_\_) months from the date of shipment, whichever occurs earlier. 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 Goods 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,**or**(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (\_\_\_\_\_\_).*[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 34.2 (d)]* |
| **GCC 28.5** | The period for repair or replacement shall be: *[insert number(s)]* days. |

**Attachment: Price Adjustment Formula**

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

P1 = P0 [a + bL1 + cM1] - P0

 L0 M0

a+b+c = 1

in which:

P1 = adjustment amount payable to the Supplier.

P0 = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.

b = estimated percentage of labor component in the Contract Price.

c = estimated percentage of material component in the Contract Price.

L0, L1 = \*labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M0, M1 = \*material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices and the base date indices in its bid.

The coefficients a, b, and c as specified by the Procuring Entityare as follows:

a = *[insert value of coefficient]*

b= *[insert value of coefficient]*

c= *[insert value of coefficient]*

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = *[insert number of weeks]*weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Procuring Entity will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

1. [↑](#footnote-ref-1)