**Crown Agents’ Reference: CA/105938D/004**

**OJEU NOTICE: TED62-2015-002248**

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| **BID CLOSING DATE**  **11th January 2016**  **At 13:00**  **at**  **CROWN AGENTS**  **Sutton, UK** |

**Date: 11th December 2015**

Dear Sirs

**BRITISH TECHNICAL CO-OPERATION ASSISTANCE**

**INVITATION TO BID (“ITB”)**

**ELECTRICAL UPGRADES AND RETROFITS**

**FOR 40 PRIMARY HEALTHCARE CENTRES (PHCs)**

**IN KADUNA STATE, NIGERIA**

Crown Agents Limited (“Crown Agents”) acting as agents for and on behalf of their Principal, the Secretary of State for International Development of the U.K. Government (DFID), invite you to submit a bid for the supply of Goods and Associated Services as specified in the attached Appendices.

The Goods and Services are for use in Nigeria by Kaduna State Government ("the End-User").

**Note :- Shipment and invoicing of all Goods supplied must be completed by 15th March 2016. We anticipate contract award by 31st January 2016.**

**In view of the critical deadline, time is of the essence. It is the responsibility of the bidder to consider all risks associated with delivery of the Goods to the first storage destination in Kaduna (location to be advised prior to contract placement), and then onwards to the final named Sites where the Services are to be performed (see page 7 – Design Specification).**

**It is the responsibility of the bidder to schedule deliveries to ensure that the Services are completed in the most expedient way, for example will efficiencies be gained through delivery of complete “pre-packaged kits” for each Site.**

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**Bid Submission**

Bidders should read these instructions carefully before completing the bid documentation. The bid must include each of the following documents, fully completed by the bidder together with any supporting literature required by the relevant document. The documents marked (Appendix) are provided as appendices to this document. The remaining documents are available from the Supplier Downloads – DFID TC Procurement pages on our website

<http://www.crownagents.com/suppliers/supplier-downloads/dfid-procurement-downloads>

and it is the bidder’s responsibility to ensure that copies of these documents are downloaded for inclusion in the bid.

* **Pre-Qualification Questionnaire for Open Procedure**  (from Appendix)
* **Schedule of Goods**  (from Appendix)
* **Bid Specification and Statement of Compliance** (from Design Specification)
* **Form of Bid (**from Appendix)
* **Shipping Specification**  (download)
* **Bid Security**  (download)

Failure to comply with any of the instructions concerning completion and submission of its bid may render (at Crown Agents absolute discretion) the bid non-compliant and the bid may be excluded from this competitive bidding exercise.

The form of Contract as attached at Appendix E to this ITB identifies the documents that shall be incorporated within any resulting contract and are available from the Supplier Downloads – DFID TC Procurement pages on our website <http://www.crownagents.com/suppliers/supplier-downloads/dfid-procurement-downloads>. These documents will include but not be limited to the **General Conditions of Contract for the Purchase of Goods and Associated Services (2013)** (“the Contract Conditions”) in addition to the Special Conditions of Contract (“the Special Contract Conditions”) as attached at Annex A to the Contract. In the event of any conflict between the Contract Conditions and the Special Contract Conditions, the latter shall prevail.

**Site Visit:** It is a mandatory requirement that the Bidder arranges to visit and examine all the Sites of the intended Works and surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a Contract for the Works. The costs of visiting the Sites shall be at the Bidder’s own expense. Failure to undertake Site visits will result in the Bid being rejected. Site visits must be completed **by 4th January 2016.**

The Bidder’s contacts for arranging the site visits are shown in the attached “PHC Contact List”.

Please ensure you notify the following contact at Kaduna State Government of your intention to visit the sites: Ms. Dolapo Popoola, e-mail: [popodol@gmail.com](mailto:popodol@gmail.com)

The **Pre-Qualification Questionnaire** attached at Appendix B isrequired to establish the bidder’s capability to perform any subsequent Contract related to this ITB. Complete all sections and attach copies of your Certificate of Incorporation, Tax Certificate and the previous two years audited annual report and accounts and provide all supporting documents and evidence as requested, to be received by Crown Agents before the Bid Closing Date. Failure to provide such information may result in the bid not being considered further.

The **Shipping Specification Form** available as a download must be completed in full for assessing freight costs. Crown Agents reserves the right to seek alternative freight quotes and where a more competitive freight quote is received to contract on FCA or CIP terms.

**Language of Bid:** The bid as well as all correspondence and documents relating to the bid, between the bidder and Crown Agents, shall be in the English language. Supporting documents and printed literature provided by the bidder may be in another language but they must be accompanied by an accurate translation of the relevant passages in the English language**,** in which case, for the purposes of interpretation of the bid, the translation shall govern.

All bids, including annexes and all supporting documents must be submitted either in hard copy or by e-mail.

**Electronic Submissions**

If you wish to submit your bid by e-mail, please send all documents required by the ITB in a non-editable format to the SCS tender Box ([scstenderbox@crownagents.co.uk](mailto:scstenderbox@crownagents.co.uk)) before the Bid Closing Date and Time. Failure to submit a bid in a non-editable format may (at Crown Agents absolute discretion) result in the rejection of your bid.

Where Bid Securities are required, these must be submitted in either one of the following ways:

* **By Paper Original**: A PDF of the original Bid Security must be sent to the SCS Tender Box e-mail address (as stated above) by the Bid Closing Date and Time.  The paper original of the PDF Bid Security must then be couriered to: Crown Agents, Sutton, UK, marked for the attention of the undersigned, to arrive no later than 5 working days after the Bid Closing Date.
* **Sent by Authenticated SWIFT:** By your chosen Bank using authenticated SWIFT to Crown Agents Bank (CRASGB2L) to arrive by the Bid Closing Date and Time.  You must also send a PDF of the transmitted, authenticated SWIFT Bid Security message, to the SCS Tender Box e-mail address (as stated above) by the Bid Closing Date and Time.  Bid Securities that are sent to Crown Agents Bank by unauthenticated SWIFT are not acceptable.

Failure to comply with the requirements of the Bid Security submission procedures as detailed in this ITB may (at Crown Agents absolute discretion) result in rejection of your bid.

The electronic message subject header must contain the Crown Agents reference shown above and “Not to be opened before the bid closing date 11th January 2016 at 13:00”.

It is the responsibility of the bidder to ensure that the correct reference and closing date are included on the electronic message header of all messages pertaining to the bid. The bidder is responsible for ensuring that for any bid delivered in separate files, that the files are numbered sequentially and contain the above details.

**Hardcopy Submissions**

If you wish to send your bid in hard copy it must be received by Crown Agents at the following address: St Nicholas House, St Nicholas Road, Sutton, Surrey, SM1 1EL, UK. Attn :- Mr C. Gilbert

The bid must be in a sealed envelope and the envelope and packages must contain the Crown Agents reference for this ITB and state “Not to be opened before the bid closing date 11th January 2016 at 13:00”. Envelopes and packages must not bear any external reference to the bidder.

Bidders must submit two copies of the bid: one original, marked “original” and one copy signed in the same way as the original and marked “copy.”

**Deadline for bid submissions**

**All bids, whether submitted electronically or in hard copy, must be received by the Bid Closing Date and time shown above. Any bid not sent to the correct address and/or received late will be rejected.**

If a bid is sent by e-mail, the bid will be deemed to have been received at the time that it is received by Crown Agents. The burden of proving receipt of the e-mail will be on the bidder and will not be met solely by a read receipt or sent items report generated by the bidder’s computer.

All incoming emails to Crown Agents are virus scanned prior to acceptance into the destination mail box. Any email containing a virus will therefore not reach the destination mail box meaning that the bid has not been received by Crown Agents.

Bidders are advised that the destination mail box is automated to send bidders a dated and timed acknowledgement of receipt and delivery of their message to the electronic tender box. Should a bidder not receive such a dated and timed acknowledgement, they should assume that their bid has not been safely received and it is the responsibility of the bidder to send the bid by alternative means.

If a bid is sent by hardcopy, the bid will be deemed to have been received by Crown Agents on the date and at the time of signature of the receipt of the bid at Crown Agent’s office.

If deemed receipt of an e-mail or hard copy bid is not within business hours (meaning 9.00 am to 5.30 pm UK time Monday to Friday on a day that is not a public holiday in the UK), the notice or other communication is deemed to have been received when business next starts in the UK.

Crown Agents does not accept responsibility for the premature opening or mishandling of bids that are not submitted in accordance with these instructions.

Any additional costs incurred by Crown Agents, their Principal or the End-User which result from any inaccuracies or any declarations in respect of the Goods and Associated Services or the bidder’s failure to conform with the requirements of a resulting Contract will be charged to the bidder.

**Indicative Competition Timetable:**

|  |  |
| --- | --- |
| **Milestone** | **Date** |
| Final date for completion of Site Visits | 4th January 2016 |
| Final date for receipt of clarification questions | 4th January 2016 |
| ITB closing date and time | 11th January 2016, at 13:00 |
| Evaluation Period | 20th January 2016 |
| Provisional selection of preferred bidder – standstill period commences | 20th January 2016 |
| Standstill Period ends | 30th January 2016 |
| Contract Award | 31st January 2016 |

Bidders must note that the indicative competition timetable provided above may change if Crown Agents deems it necessary. Bidders will be notified in the event of any changes to the timetable.

**ITB Acknowledgement and Intention to Submit a Bid**

Upon receipt of this ITB, bidders are requested to send an acknowledgement by e-mail to [chris.gilbert@crownagents.co.uk](mailto:chris.gilbert@crownagents.co.uk) confirming receipt.

Bidders are requested to notify the undersigned in writing of their intention to submit a Bid **no later than 18th December 2015**. Where applicable, such notification should state the reason(s) for the bidder declining this opportunity to submit a bid.

**General**

It is not permissible to transfer this Invitation to Bid to another natural or legal person.

Any questions which you may have in relation to this Invitation to Bid must be raised in accordance with the instructions contained in the Clarification of bidding documents paragraph of the Instructions to Bidders.

Yours faithfully

**Chris Gilbert**

Senior Procurement Manager

Crown Agents

Email : [chris.gilbert@crownagents.co.uk](mailto:chris.gilbert@crownagents.co.uk)

**APPENDIX A**

**BRITISH TECHNICAL CO-OPERATION ASSISTANCE**

**INSTRUCTIONS TO BIDDERS**

**The mission of The Department for International Development (DFID) is to help eradicate poverty in the world’s poorest countries and this is underpinned by the following set of values:**

* **Ambition and determination to eliminate poverty**
* **Ability to work effectively with others**
* **Desire to listen, learn and be creative**
* **Diversity and the need to balance work and private life**
* **Professionalism and knowledge**

**DFID wishes to work with suppliers who embrace the above values, and also demonstrate Corporate Social Responsibility (CSR) by taking account of economic, social and environmental factors. These practices, whether operated locally, regionally or internationally, should also comply with International Labour Organisation (ILO) core standards on labour and social matters.**

**DFID endorses UK Government policy on sustainable development produced by the Department for Environment, Food, and Rural Affairs which can be found at** (Encouraging businesses to manage their impact on the environment -Policies - Inside Government - GOV.UK)

**DFID principles and approaches are covered in more detail in the ‘Our procurement policies and initiatives’ section on the DFID website** (Procurement at DFID - Inside Government - GOV.UK)

**Funding:** It is intended that funding will be made available by the Principal. In preparing your bid you should take into account that funding by the Principal carries a low risk of non or late payment.

**Value for Money:**

You should also note that a primary requisite of the U.K. Government in relation to the disbursement of International Aid Funds is that maximum value for money is obtained. Therefore bids are being sought on a competitive basis and all bids will be subject to detailed scrutiny to ensure value for money is obtained.

**PRE-QUALIFICATION QUESTIONNAIRE FOR OPEN COMPETITION – INSTRUCTIONS TO BIDDERS**

**Instructions for Completion**

Except as otherwise permitted below, bidders shall complete all parts of the PQQ comprising Parts A, B and C and to submit it in accordance with the instructions detailed below.

Except as otherwise permitted below, bidders shall answer **all** questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the bidder, this should be indicated with “N/A,” and if you do not know the answer you should write “Not Known”

All questions shall be answered in English.

The information provided by bidders in response to this PQQ will be checked for completeness and compliance with the instructions before responses are evaluated.

Crown Agents reserves the right, at its absolute discretion, to exclude any PQQ response from further consideration under this competitive bidding exercise where a bidder fails to provide all the required information, fails to provide a satisfactory response to any question, or fails to supply documentation referred to in its response, within the specified timescale. In the event that none of the responses received from bidders are deemed satisfactory, Crown Agents reserves the right to terminate the competitive bidding exercise and where appropriate re-advertise the competitive bidding exercise.

Bidders must be explicit and comprehensive in their response to this PQQ, as this will be the single source of information on which responses will be evaluated. Bidders are advised neither to make any assumptions about their past or current supplier relationships with Crown Agents, nor to assume that such prior business relationships will be taken into account in the evaluation procedure where information about the same is not specifically requested in this PQQ.

The completed PQQ must be submitted as one signed original and one copy, and returned in a separate envelope together with the documents requested in the PQQ. The envelope should be marked with the Crown Agents’ reference shown at the head of this PQQ and the words, “Not to be opened before the bid closing date 11th January 2016 at 13:00”. Failure to comply with this requirement will render a bidder’s response ineligible for consideration.

**Disclosures**

The bidder or any of the bidder’s sub-contractors must disclose in a separate annex to their completed PQQ response or statement if they are, or have reason to believe that they may have been, or are subject to any proceedings that may be listed by the World Bank in its “Listing of Ineligible Firms” or “Listing of Firms, Letters of Reprimand” posted at <http://www.worldbank.org> or any similar list maintained by any other donor of development funding, or any contracting authority.

The above disclosure extends to any company in the same group as the bidder (including but not limited to parent, subsidiary and sister companies and companies with common shareholders whether direct or indirect and parties with whom the bidder is associated) in respect of this PQQ.

Where any misconduct or complaint is disclosed, it will be used by Crown Agents to evaluate the declaration made in Parts B and C of this PQQ. Mandatory exclusions of bidders under the requirements of the Regulations will be applied where appropriate. Crown Agents reserve the right (at their absolute discretion) to seek additional information from the bidder or other competent authorities where considered necessary by Crown Agents in order to make a decision on a bidder’s eligibility to participate further in this competitive bidding exercise.

**Conflict of Interest**

Bidders must disclose in their PQQ response any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this competitive bidding exercise or if awarded the contract. This also applies to any sub-contractors to be proposed by the bidder. Where bidders identify any potential conflicts they should state how they intend to avoid such conflicts. Crown Agents (at their absolute discretion) reserve the right to reject any PQQ which, in Crown Agents’ opinion, gives rise, or could potentially give rise to a conflict of interest.

**Submission of PQQ**

Your submission of the PQQ must be made in accordance with the process as described in the Instructions for Completion.

If you are unable to complete and submit the PQQ, please advise us immediately by e-mail or fax, if possible, stating the reasons.

Failure to submit a PQQ in PDF format may (at Crown Agents’ absolute discretion) result in rejection of your PQQ.

**Sub-contracting Arrangements**

Note that it is a requirement of this ITB that bidders confirm details for their local agent who must be registered in Nigeria.

Where the bidder proposes to use a sub-contractor or a local distributor to deliver the Goods and Services to be procured under this competitive bidding exercise, all information requested should be given in respect of the prime contractor and the sub-contractor.

Where sub-contractors or local distributors will play a significant role in the delivery of the goods and services under any resulting contract, please indicate in a separate annex the composition of the supply chain, indicating which member of the supply chain will be responsible for elements of the delivery of the goods and services. It should be noted that contractual responsibility under any contract resulting from this competitive bidding exercise will always rest with the prime contractor.

It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, bidders should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore at the sole and absolute discretion of Crown Agents, may affect the eligibility of the bidder to proceed further in the competitive bidding exercise or to provide the goods and services.

**Consortia Arrangements**

If the bidder is a consortium, the following information must be provided:

* Full details of the consortium, and
* The information sought in this PQQ in respect of each of the consortium’s constituent members as part of a single composite response.

Where the consortium proposes to form a corporate entity for the performance of the contract if awarded the same, bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate Annex to your completed PQQ. If a consortium is not proposing to form a corporate entity, full details of the alternative proposed arrangements should be provided in a separate annex. However, please note that Crown Agents reserve the right to require that a successful consortium shall form a single legal entity. Crown Agents reserve the right to request evidence of the consortium agreement.

Crown Agents recognises that arrangements in relation to consortia may (within limits) be subject to future change. Bidders should therefore respond in the light of the arrangements as currently envisaged. Bidders are reminded that any future proposed change in relation to consortia must be notified to Crown Agents, so that a further assessment can be made by applying the selection criteria to the new information provided.

Following any such assessment, Crown Agents reserve the right to exclude a bidder in accordance with the evaluation methodology contained in this PQQ.

**Bidder contact point**

Bidders shall include a single point of contact for their responses to the PQQ. Crown Agents will not be responsible for contacting the bidder through any route other than the nominated contact. The bidder must therefore notify any changes relating to the contact to Crown Agents promptly and in writing.

**Selection of Bidders**

Crown Agents reserves the right to disqualify any bidder who fails to;

1. Complete and return the declaration in respect of the grounds for mandatory or discretionary rejection as attached at Parts B and C to the PQQ.
2. Provide a satisfactory response to any questions in the PQQ, or inadequately or incorrectly completes any question.

Bidders who are not disqualified in accordance with the above grounds or any of the other grounds stated in this PQQ, shall be preliminarily evaluated on the basis of their responses to the Pass/Fail requirements and their economic and financial standing and their technical or professional ability in accordance with Regulations 56, 78, 58 or 59 of the Regulations. Bidders who pass the Pass/Fail requirements will continue to technical evaluation in this competitive bidding exercise.

Where a bidder has a valid reason for being unable to provide the information requested in relation to economic and financial standing, other information considered appropriate by Crown Agents shall be accepted.

A copy of your completed and signed PQQ, together with all supporting documentation that you provide with your PQQ response shall be incorporated by reference in any resulting Contract.

**INVITATION TO BID – INSTRUCTIONS TO BIDDERS**

**Variant Bids:** Variant bids are not acceptable and only one bid may be submitted by each bidder. Any alternative bids submitted will be rejected**.** For the avoidance of doubt,it is permissible to submit an alternative element within the Bid Specification and Statement of Compliance but only where such alternatives are called for in the Bid Specification and on the basis that that the alternative does not materially change the requirements of the Bid Specification. Crown Agents reserves the right to determine at its sole and absolute discretion whether any such alternative does materially change the requirements of the Bid Specification and Statement of Compliance. **It is the responsibility of the bidder to comply with the instructions contained at the foot of the Bid Specification and Statement of Compliance. If in Crown Agents’ opinion, any such instructions have not been adhered to then Crown Agents reserves the right at its absolute discretion to reject the bid.**

**Changes in Scope of Supply:** Subject to available funding, Crown Agents reserves the right to negotiate with the preferred bidder, prior to the award of Contract, for an increase or decrease in the quantities to be supplied up to a maximum of twenty percent (20%) of the quantities detailed in the ITB.

Furthermore following an award of Contract, if the Principal has sufficient budget available for the provision of Goods and Services the same or similar to the Goods and Services offered that has not been allocated to the Contract Price, the parties may agree in writing an extension to the scope of Goods and Services whereby the Supplier shall provide the goods the same or similar to the Goods and Services to be supplied under the Contract.

Any amendment to the Contract Price or commercial terms resulting from an Amendment made in accordance with this clause shall be based on prices and terms no less favourable to Crown Agents than as set out in the Contract for the Goods and Services.

**Mandatory Standstill Period:** In accordance with the Public Contracts Regulations 2015 (as amended) (“the Regulations”), the provisions of the Mandatory Standstill Period will apply to any resulting award of Contract. A minimum ten (10) calendar days standstill period between communicating the Contract award decision to all bidders and the date of execution of the contract will apply

**Clarification of Bidding Documents:** Any request for clarification of this ITB must be submitted to Chris Gilbert (chris.gilbert@crownagents.co.uk) in writing no later than **4th January 2016**. Failure to do so will mean that Crown Agents is unable to respond to the clarification request. This will ensure that Crown Agents is able to supply any clarification to bidders in sufficient time for such to be taken account by bidders in the formulation of their bid. Crown Agents will provide written responses to the clarification requests received prior to the deadline but will not respond to clarification requests raised after the deadline. Where Crown Agents identifies any requirements for new or additional information to be provided, it will ensure that such requirements are notified to bidders as soon as reasonably practicable. Crown Agents will ensure that bidders are afforded non-discriminatory and equal treatment. Crown Agents may, at its sole and absolute discretion extend the deadline for submission of bids to provide bidders with sufficient time for any clarification response to be taken into account in their bid.

Any clarification raised by bidders will be handled as follows:

a) If a bidder considers any response to its questions or requests for clarification would reveal information of a confidential or commercially sensitive nature relating to its business, or in the case of a consortium, the business of any of the consortium members, it should state this clearly and provide reasons.

b) If a question or request for clarification is identified as being of a confidential or commercially sensitive nature by a bidder but Crown Agents does not agree, it will offer the bidder the opportunity to withdraw the query or request for clarification. If the query or request is not withdrawn it will be answered accordingly and details provided to all bidders.

Requests for clarification and responses may be sent by e-mail to Chris Gilbert only and will be deemed to have been received at the time that it is received by Crown Agents. The burden of proving receipt of an e-mail will be on the bidder and will not be met solely by a read receipt or sent items report generated by the bidder’s computer. If deemed receipt is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt. All times are to be read as local time in the place of receipt.

**Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, Crown Agents, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may (at its absolute discretion) modify the bidding documents in any way.

All prospective bidders will be notified of the amendment in writing, and the amendment will be binding on them.

In order to allow bidders reasonable time in which to take the amendment into account in preparing their bids, Crown Agents (at its absolute discretion) may extend the deadline for the submission of bids.

**Bid Security.** The bidder shall provide, as part of its bid, a bid security in the amount of 2.5 % of the bid price.

The bid security is required to protect Crown Agents and their Principal against the risk of bidder’s conduct which would warrant the bid security’s forfeiture.

The bid security shall be denominated in the currency of the bid and shall be in the form of a bank guarantee issued by a bank acceptable to Crown Agents, **in the form available from the Supplier Downloads –DFID TC Procurement pages on our website**

<http://www.crownagents.com/suppliers/supplier-downloads/dfid-procurement-downloads>, valid for thirty (30) days beyond the validity of the bid.

As part of its risk control management, Crown Agents reserves the right to require that bid securities be confirmed by a correspondent bank acceptable to Crown Agents. **Bidders should nominate the proposed issuing bank in advance of bidding, so that Crown Agents can decide on the acceptability of the issuing bank. Bidders should also instruct their bank about the format and content of the guarantee.**

Any bid not secured with a bid security shall be rejected as non-compliant and any bid not secured in accordance with an acceptable bid security may be rejected by Crown Agents as non-responsive.

The Bid Security must be addressed to “Crown Agents Limited”. Failure by the bidder’s bank to address the guarantee exactly as shown in the model format provided by Crown Agents shall result in amendments to the guarantee being required by Crown Agents and the bidder shall be responsible for any bank charges incurred as a result of amendments to the requested guarantee as required by Crown Agents.

Unsuccessful bidders’ bid securities will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity.

In the event that a bidder withdraws their bid after the bid closing date and prior to notification of an award of contract the resulting claim will be for the full value of the bid security. However, should a bidder default upon or after notification of an award of contract, any claim made against the bid security will be adjusted to reflect 2.5% of the value of the notification of contract award to the bidder.

**Return of Bid Security:** The successful bidder’s bid security will be returned upon the bidder signing the Contract, and providing the performance guarantee, pursuant to the Performance Guarantee clause below.

The bid security may be forfeited:

1. if a bidder withdraws its bid during the period of bid validity specified by the bidder on the Form of Bid, or
2. in the case of a successful bidder:

(i) if the bidder fails to enter into the Contract;

(ii) if the bidder fails to provide the performance guarantee in accordance with the Performance Guarantee clause of this Invitation to Bid

**Modification and Withdrawal of Bids:** A bidder may modify or withdraw its bid after the bid’s submission, provided that (1) written notice of the modification, including substitution or withdrawal of the bids, is received by Crown Agents prior to the required deadline or submission of bids and (2) the modified bid is received by Crown Agents in compliance with the bid submission requirements detailed in the Cover Letter prior to the deadline for submission of bids.

No bid may be modified after the deadline for submission of bids.

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 Form of Bid. Withdrawal of a bid during this interval may result in the bidder’s forfeiture of its bid security.

**Currency:** It is requested that prices should be quoted in **Pounds Sterling (GBP).** However, if it is your practice to quote in a freely convertible currency other than GBP please ensure that the currency is clearly stated.

Any resultant Contract will be placed in the currency of the bid. **You shall not be permitted to amend the currency of your bid once the bid has been submitted.**

Where applicable, to facilitate evaluation and comparison, all bid prices will be converted to GBP, at the closing mid-rate of exchange established for similar transactions as quoted by the London Financial Times website as prevailing on the bid closing date.

**Delivery**

Your quoted delivery and services schedule is to be provided in the form of a dated Gantt Chart, with contract award date assumed to be **31st January 2016.** Clearly show all time periods and the expected dates of commencement and completion of each phase. Ensure you include the following activities and milestones:

* The production period for all Goods
* Equipment inspection and testing1
* Shipment and Invoicing for Goods – **Note that this point must be reached before 15th March 2016 and will be used for bid evaluation as detailed in Appendix A “Instructions to Bidders”.**
* Period of sea freight transportation to Lagos Port
* Clearance through customs at Lagos Port 2
* Transportation of Goods within Nigeria to the nominated storage site in Kaduna State
* Mobilisation of the installation team
* Completion of the installation
* Commissioning and testing period
* Handover of installations to End User **- Note that the timescale given for this point will be used for bid evaluation purposes as detailed in Appendix A “Instructions to Bidders”.**

The price that you quote for delivery is to include the following aspects:

* Delivery of equipment FCA port of origin including loading on ocean vessel
* Shipment to Lagos Port
* Marine Insurance
* Clearance is to be arranged by Crown Agents as Diplomatic Cargo and clearance charges do not need to be included by the bidder
* On-carriage via road to nominated storage area (uncovered/open air) in Kaduna State and offloading of shipping containers from trucks, including hire of lifting/positioning equipment as necessary.
* An external storage area will be made available by Kaduna State Government without charge to the bidder
* Insurance in transit and storage up to handover to the End User.
* Purchase of shipping containers3
* Security cover for the Goods as necessary (local labour can be made available on free of charge basis to assist if required) up until completion and hand over.
* De-stuffing of shipping containers when required (local labour can be made available on free of charge basis to assist if required)
* Transportation of individual equipment to each site for installation (up to 5 pick-up trucks with drivers can be made available on free of charge basis if required)

**Please clearly indicate if you wish to utilise the End User’s local labour and transportation as above.**

**1Inspection and Testing**

Inspection and testing of the equipment will be arranged by Crown Agents, prior to shipment, in accordance with clause 8 of the General Conditions of Contract for the Purchase of Goods and Associated Services (2013) and your bid must take account of the following requirements:

All Electrical Retrofit Items: Crown Agents inspector will carry out a physical inspection of these units to verify test certificates and model references supplied. Physical inspection is expected to take approximately 3 days.

Shipping Containers: Containers may be subject to Crown Agents inspection to assure the following criteria:

* Sea Worthy ISO CSC plated ;
* Structurally sound;
* Doors and Locks working freely;
* Dry and Clean interior;
* Water Tight and Wind Resistant;
* The container number is clearly identifiable.

**2Clearance**

Please note that it is intended that these Goods will be cleared as Diplomatic Cargo in Lagos Port. Clearance will therefore be coordinated with the British Deputy High Commission (BDHC) and Goods will be exempt from the requirements for Form M, duties and taxes. SONCAP certification will be required for any Goods to be used in Nigeria.

**3Purchase of Shipping Containers – for use as a central storage point for site distribution as well as for shipment**

Shipping Containers are required to be purchased on the below specifications and will be subject to Crown Agents inspection to assure such criteria.

* Sea Worthy ISO CSC plated ;
* Structurally sound;
* Doors and Locks working freely;
* Dry and Clean interior;
* Water Tight and Wind Resistant;
* The container number is clearly identifiable.

**Local Agents:** Note that it is a requirement of this ITB that bidders confirm details for their local agent who must be registered in Nigeria.

Please advise the full name, address, telephone and fax numbers plus email address of your local agent in Nigeria and provide details of their involvement in the activities listed. Indicate their ability to deal with any warranty claims concerning the Goods.

**Project Engineer:** A Project Engineer will be employed by Crown Agents and shall be responsible for the following activities, outputs and deliverables organised under the following four components of the Services:

1. Development of a Project Management Plan (PMP).
2. Selection and deployment of a Project Management Team.
3. Administration and Co-ordination of the Contract, ensuring that the Contractor achieves completion and operational acceptance of the 40 Systems by the Completion Date.
4. Design and Co-ordination of Operations and Maintenance Training.

**Liquidated Damages:** The bidder’s attention is drawn to Clause 17 of the Contract Conditions.

**Guarantee:** The bidder’s attention is drawn to the provisions of Clause 6 of the Contract Conditions. If the bid includes a Guarantee which is different to that contained within Clause 6 of the Contract Conditions the details must be clearly stated in the bid.

**Request for Third Party Payment:** If the bidder would require payment to be made to a third party, any such request for payment to a third party must be clearly stated in the bid together with the reasons for the request. The bidder’s attention is drawn to the provisions of Clauses 22.6 of the Contract Conditions.

**Evaluation:** The evaluation process for this competitive bidding exercise will be conducted to ensure that bidders are evaluated to ascertain the most economically advantageous bid.

The evaluation process will comprise the stages detailed below.

|  |  |  |  |
| --- | --- | --- | --- |
| Stage 1 – Pre-Qualification Evaluation | | | |
| **Award criteria:** | **Evaluation Methodology** | | **Score** |
| Pre-Qualification Questionnaire – Appendix B | PQQ responses will be assessed to confirm compliance with the Pass/Fail requirements as shown in the PQQ. | | Pass/Fail |
| Stage 2 – Preliminary Evaluation | | | |
| **Award criteria:** | **Evaluation Methodology** | | **Score** |
| Bid Submission Requirements | Using the Bidder Checklist, bid responses will be subject to preliminary evaluation to ensure that they are fully compliant with the bid submission requirements as detailed in the Cover Letter and Instructions to Bidders of this ITB. | | Pass/Fail |
| Goods invoice deadline compliance | Offered date for shipment and invoicing will be checked to ensure compliance with the requirement that Goods are shipped and invoiced by 15th March 2016. | | Pass/Fail |
| Stage 3 – Technical Compliance Evaluation | | | |
| **Award criteria:** | **Evaluation Methodology** | | **Score** |
| Preliminary Site Visits | Confirmation that all PHC sites have been visited to confirm details of the Upgrade and Retrofit requirement. | | Pass/Fail |
| Technical Compliance | Compliance in meeting or exceeding the minimum mandatory technical requirements as evidenced by full confirmation in the Statements of Compliance included in the Technical Specifications attached. | | Pass/Fail |
| Stage 4 – Commercial Evaluation | | | |
| **Award criteria:** | **Evaluation Methodology** | | **Score** |
| Delivery | The delivery period to be evaluated will be the quoted period in weeks between contract award and completion of installation shown in Gantt Chart format as stated in the Instructions to Bidders and specified in Appendix D, Form of Bid | Delivery shall be evaluated using the formula as detailed below. | 35% |
| Price | The price to be evaluated will be the Total Bid Price for the Goods and Associated Services as stated in Appendix D, Form of Bid (“the Total Bid Price”) | Price shall be evaluated using the formula as detailed below. | 65% |
| Maximum Commercial Score | | | 100% |

**Stage Four – Commercial Evaluation**

**Evaluation of Delivery:** The ability of the bidder to arrange shipment and invoicing of the Goods before 15th March 2016 will be pass/fail criteria under the Preliminary Evaluation (Stage 2).

The quoted period from award of Contract to Completion of Installation as stated in Appendix D, Form of Bid (“the Delivery Period”) will be evaluated as shown below:

Crown Agents will evaluate the Delivery Period using the following formula:

**Shortest Delivery Period in a compliant bid X 35% = “Delivery Score”**

**Delivery Period submitted by bidder**

**Evaluation of Price:** The price to be evaluated will be the Total Bid Price as stated in the Form of Bid in Appendix D (“the Total Bid Price”). In the event that a bidder cannot provide a price DAP nominated warehouse then Crown Agents will request a quotation from their freight agent so that a cost comparison can be made utilizing either the FCA or the CIP Lagos Port Price.

Crown Agents will evaluate the Total Bid Price using the following formula:

**Lowest Total Bid Price in a compliant bid X 65% = “Price Score”**

**Total Bid Price submitted by bidder**

**Bidders will not be permitted to amend or withdraw material aspects once bids have been opened, the exception being arithmetical errors identified by Crown Agents during evaluation and following clarification, such arithmetical errors which must be adjusted at line item level based on the offered unit price. The Total Bid Price will be amended accordingly for the purposes of the evaluation.**

Delivery Score and the Price Score shall be added together to calculate the bid’s “Total Score” and where applicable the Total Score will be rounded up to 2 decimal points. The bid which achieves the highest (rounded up) Total Score will be deemed to be the preferred bid. In the event that the Total Score achieved by one or more bids is the same, the bidder with the lowest Delivery Period will be deemed to be the preferred bid.

**Clarification of bids:** During evaluation of the bids, Crown Agents may, at its sole and absolute discretion, ask the bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITB. The request for clarification and the response shall be in writing.

No bidder shall contact Crown Agents, the Principal or the End-User on any matter relating to its bid, from the time of issue of the ITB, up to the announcement of the preferred bidder, unless instructed to do so by Crown Agents and/or for reasons as stipulated in the ITB. If the bidder wishes to bring additional information to the notice of Crown Agents, it should do so in accordance with the Clarification of Bidding Documents paragraph of these Instructions to Bidder.

Without prejudice to any other remedies (whether civil or criminal), any effort by a bidder to influence Crown Agents, their Principal or the End-User in its decisions on bid evaluation, bid comparison, or contract award will result in the rejection of the bid.

**Confidentiality:**

Subject to this Confidentiality paragraph, the contents of this ITB are being made available by Crown Agents on condition that the bidder:

* treats the information in the ITB and any related documents (“Information”) as confidential, save in so far as they are already in the public domain;
* does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the Information has been publicised in accordance with paragraph the Freedom of Information paragraph below;
  + - does not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a bid; and
    - does not undertake any publicity activity within any section of the media.

Bidders may disclose, distribute or pass any of the Information to the bidder’s advisers, sub-contractors or to another person provided that:

* + - the disclosure is for the sole purpose of enabling a bid to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the bidder; or
    - the bidder obtains the prior written consent of Crown Agents in relation to such disclosure, distribution or passing of Information; or
    - the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this competitive bidding exercise or to any contract arising from it; or
    - the bidder is legally required to make such a disclosure.

In this Confidentiality paragraph, the definition of ‘person’ includes but is not limited to any person, firm, body or association, corporate or incorporate.

Following receipt of bids within the stipulated return by date, information relating to the intended award of Contract shall be disclosed at the commencement of the standstill period to the extent permitted by law. By participating in this competitive bidding exercise, the bidder understands and agrees and shall obtain agreement from all sub-contractors who participate in their bid that Crown Agents is permitted to disclose all information submitted to them as part of the bid to the Principal and the End-User.

**Freedom of Information:** As Crown Agents is acting as an agent for and on behalf of the Principal for the purpose of this ITB, information relating to any bidder and their response to this ITB may be accessible under the Freedom of Information Act 2000 as amended (“FOIA”) or the Environmental Information Regulations 2004 (“EIR”). The Principal is under a legal obligation to disclose such information if requested, unless an exemption applies. The Principal and Crown Agents may also be obliged to make disclosures under other legislation or applicable codes of practice or otherwise required by law, including by order of a court of competent jurisdiction. Therefore, bidders should note that the information disclosed in response to such requests may include, but is not limited to, the disclosure of its bid (including any attachments or embedded documents) and/or score or details of the evaluation of the bid.

Any bidder must identify to Crown Agents information which it submits, whether on its own behalf or on behalf of others, which it regards as being potentially exempt from disclosure under the FOIA or EIR. Such identification may be either specific or by class. The bidder must state the grounds that it believes exist for exempting the information from disclosure, together with a detailed reasoning for each ground. The bidder should also indicate whether it considers that the potential exemption would continue after it has submitted its response and if so, the duration that it believes the exemption would apply for.

Bidders should note that as a general principle Crown Agents will seek to prevent, or restrict the scope of, confidentiality obligations sought to be imposed upon it other than in accordance with the Public Contracts Regulations 2015 (as amended). As such the Principal and/or Crown Agents reserve the right not to accept to treat as confidential, any information marked as confidential or sensitive, or to require further explanation of the reasons why the bidder considers confidentiality obligations to be appropriate in a particular case. For the avoidance of doubt, even where a bidder has indicated that information should be exempted, the Principal and/or Crown Agents may disclose this information following its own consideration of the situation. The Principal and/or Crown Agents may, in their absolute discretion, consult with the bidder before making a decision on a request for information. For the purposes of this ITB, the decision of the Principal in relation to any exemption shall be final.

**Information Sharing**

All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross Government role delivering overall Government policy on public procurement – including ensuring value for money and related aspects of good procurement practice.

For these purposes, DFID may disclose within Government any of the bidder’s documentation/ information (including any that the bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the bidder to DFID during this procurement. The information will not be disclosed outside Government. Bidders taking part in this competition consent to these terms as part of the competitive bidding exercise.

**Signing of Contract**

At the same time as Crown Agents notifies the successful bidder that its bid has been accepted, Crown Agents shall endeavour to send the bidder the Contract.

As soon as practically possible, but no more than five (5) working days following receipt of the Contract, the successful bidder shall sign and date the Contract and return it to Crown Agents.

**Disclaimers**

The Contract is governed by and construed in accordance with the laws of England.

All material issued in connection with this ITB shall remain the property of Crown Agents and shall be used only for the purpose of this competitive bidding exercise.

Crown Agents shall not be committed to any course of action as a result of:

* + - issuing an ITB;
    - communicating with a bidder or a bidder’s representatives or agents in respect of this procurement; or
    - any other communication between Crown Agents and any other party.

Bidders shall accept and acknowledge that by issuing this ITB Crown Agents’ shall not be bound to accept any bid and reserves the right not to award the Contract for some or all of the Goods and Associated Services for which bids are invited.

No information contained in this ITB, or in any communication made between Crown Agents and any bidder in connection with this ITB, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered as a result of this competitive bidding exercise. Crown Agents reserves the right, subject to the appropriate procurement rules, to change without notice the basis of, or the procedures for, the competitive tendering exercise or to terminate the competitive bidding exercise at any time.

Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their bid and all other stages of the selection and evaluation process. Under no circumstances will Crown Agents, the Principal, or any of their advisers, be liable for any costs or expenses borne by bidders, sub-contractors, suppliers or advisers in this competitive bidding exercise.

Crown Agents reserves the right to reject bids which are not submitted in accordance with the instructions given including but not limited to where a bidder:

* + - submits its bid after the deadline for bid submissions (see the Deadline for Bid Submission paragraph of the Cover Letter);
    - provides a bid that is incomplete, fails to provide any of the required information (including but not limited to any financial information requested in any of the appendices of this ITB) or not in the specified format (including but not limited to providing all the required responses in the Bid Specification and Statement of Compliance or prices and associated information requested in the Schedule of Goods);
    - makes or assumes any amendments or qualifications to this ITB and/or any of its supporting documents (including but not limited to amending or qualifying the Form of Bid or Bid Specification and Statement of Compliance); or
    - fails to comply fully with the requirements of the award process set out in this ITB or is guilty of a serious misrepresentation in supplying any information required in this ITB or in its PQQ response.

Crown Agents reserves the right to change without notice the procedure for awarding the Contract, to reject any or all bids, to stop the competitive tendering exercise and not award the Contract (in whole or in part) at any time without any liability on its part. Nothing in this competitive bidding exercise is intended to form any express or implied contractual relationship between the parties unless and until the Contract is executed by both parties. Crown Agents nor the Principal are not liable for any costs resulting from cancellation of this competitive bidding exercise nor any costs incurred by bidders taking part in it.

Where there is any indication that a conflict of interest exists or may arise then it shall be the responsibility of the bidder to inform Crown Agents detailing the conflict in writing. Crown Agents will be a final arbiter on cases of potential conflicts of interest. A failure to notify Crown Agents of any potential conflict of interest will invalidate any verbal or written agreement.

Bidders are deemed to understand fully the processes that Crown Agents, as agents for the Principal, is required to follow under relevant European and UK legislation, particularly in relation to the Regulations.

Crown Agents reserves the right to disqualify any bidder whose circumstances change to the extent that the bidder ceases to meet the qualification criteria set out in its PQQ response or who makes material changes to any aspect of its response to any matter raised during the competitive bidding exercise. Where a bidder becomes aware during this process of a change in circumstances or information supplied, it should notify Crown Agents of this immediately.

This ITB is made available in good faith. Neither Crown Agents, the Principal nor their advisers, directors, officers, members, partners, employees, other staff or agents:

* + - makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITB; or
    - accepts any responsibility for the information contained in the ITB or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication;

and are therefore expressly disclaimed by Crown Agents, the Principal and their advisers, directors, officers, members, partners, employees, other staff or agents.

Any persons considering making a decision to enter into contractual relationships with Crown Agents following receipt of the ITB should make their own investigations and their own independent assessment of Crown Agents and its requirements for the Goods and Associated Services and should seek their own professional financial and legal advice.

Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of bids.

Crown Agents shall be under no obligation to accept the lowest or any bid.

Bidders must be explicit and comprehensive in their responses to this ITB as this will be the single source of information on which responses will be scored save for any further information or advice sought by Crown Agents in accordance with the Clarification of Bids paragraph above. Bidders are advised neither to make any assumptions about their past or current supplier relationships with Crown Agents nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

The ITB is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a bidder to submit a bid or enter into the Contract or any other contractual agreement.

Crown Agents relies on a bidder's own analysis and review of information provided. Consequently, bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their bids and to undertake any investigations they consider necessary in order to verify any information provided to them during the competitive bidding exercise.

Participation in the bidding process shall be treated by Crown Agents as acceptance by the bidder of all the terms and conditions contained in this ITB (or any other statement that may be issued by Crown Agents to bidders from time to time) relating to the conduct of this competitive bidding exercise (including any subsequent award of a contract).

**Collusive Behaviour**

A bidder must not (and shall ensure that its directors, employees, subcontractors, consortium members, advisers or companies within its group do not):

* + fix or adjust any element of the bid by agreement or arrangement with any other person; or
  + communicate with any person other than Crown Agents the value, price or rates set out in the bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person; or
  + enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a bid; or
  + share, permit or disclose to another person, access to any information relating to the bid (or another bid to which it is party) with any other person; or
  + enter into any agreement or arrangement with any other person as to the amount of any bid submitted; or
  + offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done, in relation to any other bid or proposed bid, any act or omission

except where such prohibited acts are undertaken with persons who are also participants in the bidder’s bid, such as subcontractors, consortium members, advisers or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the bid or obtain any necessary security.

If a bidder breaches this Collusive Behaviour paragraph, Crown Agents will (without prejudice to any other criminal or civil remedies available to it) disqualify it from further participation in the competitive tendering exercise.

Crown Agents will require the bidder to put in place any procedures or undertake any such action(s) that Crown Agents in its sole and absolute discretion considers necessary to prevent or curtail any collusive behaviour.

In this paragraph the word “person” includes any person, body or association, corporate or incorporate and the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

**Bid Validity:** Your bid should remain open for acceptance for a period of 90 days from date of the bid closing date. A bid valid for a shorter period will be rejected.

**APPENDIX B**

**Crown Agents Reference: CA/105938D/004**

**PRE-QUALIFICATION QUESTIONNAIRE FOR OPEN PROCEDURE**

**1. Introduction and Background**

This Pre-Qualification Questionnaire (“PQQ”) has been issued by Crown Agents Limited (“Crown Agents”) acting as agent for and on behalf of the their Principal, the Secretary of State for International Development of the UK Government (“DFID”), in connection with a competitive bidding exercise conducted under the Public Contracts Regulations 2015 as amended from time to time (the “Regulations”).

For the avoidance of doubt, any reference in the second person within this PQQ shall refer to the bidder.

This PQQ seeks information which is required by Crown Agents in order to assess the suitability of bidders in terms of their technical and professional ability, and economic and financial standing to provide the goods and services under the resulting contract.

No information contained in this PQQ, or in any communication made between Crown Agents and any bidder in connection with this PQQ, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this PQQ. Crown Agents reserves the right, subject to the Regulations, to change without notice the basis of, or the procedures for the competitive bidding exercise, or to terminate the competitive bidding exercise at any time.

None of DFID, Crown Agents, or their servants, agents or advisers:

* Make any representation or warranties (express or implied) as to the adequacy, accuracy, reasonableness or completeness of the information contained in this PQQ or otherwise communicated to bidders as part of this competitive bidding exercise;
* Accept any responsibility in relation to the adequacy, accuracy, reasonableness or completeness of such information or any part of it; and
* Shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance by a bidder on such information.

The object of the qualification process is to assess the responses to the PQQ and select bidders to proceed to the next stage of the procurement process.

Any expenditure, work or effort undertaken by a bidder is a matter solely for the commercial judgement of the bidder in respect of this procurement process is a matter solely for the commercial judgement of the bidder and their sole responsibility. Crown Agents will not reimburse any costs incurred by bidders in connection with the preparation and submission of their PQQ response or this competitive bidding exercise generally.

**PART A – SECTION 1**

1. **CANDIDATE NAME AND CONTACT DETAILS**

1.1 Full name, address and contact details of the bidder (“Candidate”) in whose name the bid will be submitted (namely the prime or single bidder).

|  |  |
| --- | --- |
| **Candidate Name:** |  |
| **Registered Address of Candidate:** |  |
| **Telephone No:** |  |
| **Website:** |  |

1.1.1 Please attach copies of the following certificates to confirm your registration and tax status in the Candidate’s country of domicile:

1. A certificate of incorporation (or equivalent)
2. A VAT and/or tax registration certificate (or equivalent)

If you cannot provide the certificates requested at a) and b) above please give an explanatory statement:

|  |
| --- |
|  |

1.1.2 Name, position, and contact details of the Candidate’s main contact for this PQQ response.

|  |  |
| --- | --- |
| **Name:** |  |
| **Position:** |  |
| **Telephone/Mobile No:** |  |
| **Email address:** |  |

1.1.3 Current legal status of the Candidate (e.g. partnership, private limited company, etc.)

|  |  |
| --- | --- |
|  | **Please (tick one box)** |
| **Sole Trader** |  |
| **Partnership** |  |
| **Public Limited Company** |  |
| **Private Limited Company** |  |
| **Limited Liability Partnership** |  |
| **Other (please state, including an explanation)** |  |

1.1.4 Please provide details of any parent organisation, subsidiaries or affiliates of your organisation:

|  |
| --- |
|  |

1.1.5 Please provide a list of all the Candidate’s directors, shareholders or owners:

| **Individual’s full name (including middle name, if any)** | **Employee, Director or Owner / Shareholder** | **PEP\***  **YES** □**/ NO** □ | **Relationship with PEP**  **YES** □**/ NO**□ |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*\*A Politically Exposed Person (PEP) is someone who holds or has held a senior position in any state, national body or international body including government, civil service, judiciary, armed forces or public organisation such as the UN or World Bank or is a family member of a known close associate of a PEP.*

1.1.6 Staff numbers

|  |  |
| --- | --- |
| **Total number of permanent (full time) employees:** |  |

1.1.7 Is the Candidate or any of its directors, officers, 10%+ shareholders or owners subject to any conflict of interest with DFID or any Crown Agents company? ☐ Yes ☐ No

|  |  |
| --- | --- |
| **If yes, please provide details:** |  |

**1.2 ECONOMIC AND FINANCIAL STANDING**

Candidate’s responses to this section 1.2 will be used to undertake an assessment of the Candidate’s economic and financial standing and their ability to undertake the proposed contract. Following such assessment, any Candidate who is determined to be at risk of not being capable of undertaking the proposed contract will not be evaluated further and will be excluded from participating further in this procurement process. The Candidate will be contacted by Crown Agents if this assessment identifies that a parent or other type of guarantee is required.

1.2 Please provide the following financial information:

1. Copies of Candidate’s audited accounts for the last two financial years; or
2. if there is no legal or regulatory requirement for Candidate’s accounts to be audited, please provide copies of your Candidate’s accounts signed by one of the directors of Candidate for the last two financial years; or
3. Alternative means of demonstrating financial status if the Candidate has been trading for less than one year, and

If you are unable to provide any accounts please give an explanatory statement:

|  |
| --- |
|  |

1.2.1 Candidates are advised that the assessment of the Candidate’s economic and financial standing and their ability to undertake the proposed contract will be undertaken on the following basis:

1. **Turnover average and contract limit over the last two year period**

A contract limit is determined as the size of contract that is considered by Crown Agents to be ‘safe’ to award to the Candidate based on a simple comparison of the annual contract value to the annual (or average annual) turnover. A maximum threshold of 50% (contract value to turnover) will be applied. **It is a PASS/FAIL requirement that the proposed contract value to turnover should be 50% or less. Failure by a Candidate to meet this requirement will render its application ineligible for further consideration and its PQQ and Bid will not be evaluated further.**

**b) Liquidity ratio**

The liquidity ratio is calculated to ascertain whether the Candidate may have enough working capital to adequately finance the call off contract. This ratio is calculated by examining how many times the company’s current assets can cover its current liabilities. **It is a PASS/FAIL requirement that this liquidity ratio should be greater than 1. Failure by a Candidate to meet this liquidity ratio will render its application ineligible for further consideration and its PQQ and Bid will not be evaluated further.**

**c) Gearing or Indebtedness ratio**

The total amount of debt (current and long-term liabilities) in comparison to the Candidate’s total assets provides useful information in assessing how much of the Candidate’s assets are financed by borrowings. **It is a PASS/FAIL requirement that this Gearing or Indebtedness ratio should be less than 1. Failure by a Candidate to meet this requirement will render its application ineligible for further consideration and its PQQ and Bid will not be evaluated further.**

**1.3 LITIGATION & INVESTIGATIONS**

1.3 Is there in your home country or elsewhere currently any pending or threatened material litigation or other proceedings connected with your Company, its directors, officers or 10% shareholders? ☐ Yes ☐ No

If you have answered “Yes” to question 1.3 please give an explanatory statement:

|  |
| --- |
|  |

**1.4 ETHICAL HISTORY**

1.4 **In the last ten years**, has the Candidate or have any directors, officers, 10%+ shareholders or owners of the Candidate, or any of its associated companies:

1.4a) ever been bankrupt, insolvent, unable to pay his or its debts, sought protection from his or its creditors, been wound-up or compulsorily dissolved by any court or tribunal or been involved in any proceedings? ☐ Yes ☐ No

1.4b) ever been convicted of a criminal offence in any country related to fraud, theft, bribery, corruption, money-laundering, human rights violations (including anything related to the abuse of children), anti-competitive or other unlawful or unethical behaviour? ☐ Yes ☐ No

1.4c) entered into any deferred prosecution agreement, settlement, resolution agreement or similar agreement or similar arrangement with any law enforcement, prosecutorial or regulatory agency or body relating to investigations or allegations of fraud, theft, bribery, corruption, money-laundering, human rights violations, anti-competitive or other unlawful or unethical behaviour? ☐ Yes ☐ No

1.4d) ever failed to pay taxes that were due? ☐ Yes ☐ No

1.4e) ever been listed by any country or organisation as being involved in terrorist or money-laundering activities? ☐ Yes ☐ No

1.4f) ever received or been the subject of allegations of misconduct or press/media reports of misconduct including fraud, theft, bribery, corruption, money-laundering, human rights violations, anti-competitive behaviour (including bid-rigging, cartels, collusion or coercion), damage to the environment, health or safety of employees or employment or abuse of children? ☐ Yes ☐ No

1.4g) ever voluntarily disclosed to any regulatory and/or law enforcement agency any activity that may constitute bribery, money-laundering, fraud, or another criminal offence involving fraud, corruption or unethical behaviour? ☐ Yes ☐ No

1.4h) ever had cancelled or revoked or failed to hold any licence or membership of an organisation required by law? ☐ Yes ☐ No

1.4.1 Are any directors, officers, 10%+ shareholders of the Candidate, or any of its associated companies an employee or official in any state-owned entity or public international organisations? ☐ Yes ☐ No

1.4.2 Is the Candidate or any director, officer or 10%+ shareholder of the Candidate, or any of its associated companies, currently sanctioned by, barred or suspended from doing business with any government, national or public international organisation including any multilateral development bank? ☐ Yes ☐ No

If you have answered “Yes” to any of questions 1.4 to 1.4.2 please give an explanatory statement:

|  |
| --- |
|  |

**1.5 ETHICAL & ANTI-BRIBERY POLICIES**

1.5.1Does the Candidate currently hold policies or guidelines on the following?

Anti-Fraud, Bribery & Corruption (or equivalent) ☐ Yes ☐ No

Conflicts of Interest (or equivalent)☐ Yes ☐ No

Ethical Code of Conduct (or equivalent)☐ Yes ☐ No

Gifts & Hospitality (or equivalent)☐ Yes ☐ No

Whistleblowing (or equivalent) ☐ Yes ☐ No

Please make copies available to Crown Agents by either web-link or include as an attachment if you have answered yes to any of the above.

1.5.2 If you have answered yes to any of 1.5.1, are those policies or guidelines proactively flowed down within your Company and to your subsidiaries, consultants, and sub-contractors? ☐ Yes ☐ No ☐ N/A

1.5.3Does the Candidate undertake ethical and compliance due diligence on the organisations with which it deals, including joint-venture partners, contractors, consultants, sub-contractors, suppliers, representatives and agents?☐ Yes ☐ No

1.5.4 Does the Candidate agree to adopt, comply with and implement Crown Agents’ Ethical Code for Business Partners when working with Crown Agents? The code can be found here: [http://www.crownagents.com/about-us/ethics-and compliance](http://www.crownagents.com/about-us/ethics-and%20compliance) ☐ Yes ☐ No

**CROWN AGENTS ANTI-FRAUD, BRIBERY AND CORRUPTION POLICY STATEMENT**

**“Crown Agents operates a zero tolerance approach towards all forms of fraud, bribery and corruption. It does not give or accept bribes (including so called "facilitation payments") or any other illegal inducements, and will not condone any such action by its employees, agents, representatives, contractors, suppliers or consultants.”**

Crown Agents operates TEL, an independent confidential whistleblower hotline for anyone wishing to report concerns regarding fraud, bribery, corruption or other unlawful or unethical behaviour connected with its business or operations. Details regarding TEL and how to access it can be found by following this link: <http://www.crownagents.com/about-us/ethics-and-compliance>

**PART A – SECTION 2**

**2.1** **TRADE REGISTRATION -** **FOR COMPLETION BY NON-UK BUSINESSES ONLY**

Where applicable, is the Candidate registered with the appropriate trade or professional register(s) in the Country of Registration (under the conditions laid down by that Country)? ☐ Yes ☐ No

|  |
| --- |
| **Evidence of registration with appropriate professional/trade body***Either insert required details or state “None”* |
|  |

2.1.1 **FOR COMPLETION BY NON-UK BUSINESSES ONLY** Is it a legal requirement in the Country where the Candidate is established, for the Candidate to be licensed or be a member of a relevant organisation in order to provide the goods and services required? ☐ Yes ☐ No

|  |  |
| --- | --- |
| **If yes, please provide details of what is required and confirm that you have complied with this requirement.** |  |

**2.2 SUB-CONTRACTING, CONSORTIA OR USE OF NOMINATED LOCAL DISTRIBUTOR(S)**

|  |  |
| --- | --- |
| **2.2a) Candidate is bidding to provide the goods and services itself with no intention to sub-contract**  **(If yes, go to question 2.3)** | YES □/NO □ |
| **b) Candidate is bidding in the role of Prime Contractor and intends to use third parties to provide some of the goods and services.** | YES □/NO □ |
| **c) The Candidate is a consortium** | YES □/NO □ |
| If your answer is Yes to b) or c) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition and governance of the supply chain, indicating which member of the supply chain (which may include the Candidate solely or together with other providers) will be responsible for the supply of elements of the goods and services under the resulting contract if successful in this competitive bidding exercise. | |

**2.3 TECHNICAL AND PROFESSIONAL ABILITY**

2.3 Responses to this section 2.3 will be used to undertake an assessment of the Candidate’s technical and professional ability to provide the required goods and services under the resulting contract.

Where the Candidate is not intending to be the main provider of the goods and services, the information requested should be provided in respect of the principal sub-contractor that will provide the goods and services.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **EXPERIENCE AND CONTRACT EXAMPLES** | | | | |
| It is a PASS/FAIL requirement under this section 2.3 that the Candidate must provide details of at least three contracts from either or both the public or private sector, to collectively demonstrate experience in the provision of similar Goods and Services. Contracts should have been performed during **the past three years** from the date of issue of the Contract Notice. **Failure by a Candidate to meet this requirement or to provide details of contracts performed during the period required will render its application ineligible for further consideration and its PQQ and Bid will not be evaluated further.**  Please note that the customer contact should be prepared to speak to Crown Agents to confirm the accuracy of the information provided if we wish to contact them. | | | | |
|  | | **Contract 1** | **Contract 2** | **Contract 3** |
| 2.3 (a) | Customer name and address: |  |  |  |
| 2.3 (b) | Customer contact Name:  Customer Phone No:  Customer e-mail: |  |  |  |
| 2.3 (c) | Contract Start Date:  Contract Completion Date:  Contract Value:  Location: |  |  |  |
| 2.3 (d) | Brief description of the contract (max 150 words) including evidence of the Candidate’s technical capacity in this market. |  |  |  |
| 2.3 (e) For information only, if the Candidate cannot provide at least one example, please briefly explain why in no more than 100 words: | | | | |

2.3.1 Does the Candidate act as an authorised distributor for any named products? ☐ Yes ☐ No

If yes, please provide the following details:

**IMPORTANT NOTICE**

**Candidates are advised that it is a PASS/FAIL requirement under this section 2.3.1 that Candidates must provide evidence of their current and valid letter or certificate of authority to act as an authorised distributor for the manufacturer. Failure by a Candidate to meet this requirement or to provide current and valid evidence will render its application ineligible for further consideration and its PQQ and Bid will not be evaluated further.**

|  |  |
| --- | --- |
| Name of Product(s) for which the Candidate acts as an authorised distributor | Letter or Certificate(s) of Authorisation attached  YES □/NO □ |

2.3.2 Please provide details of the Candidate’s measures for ensuring quality in relation to the goods and services required under the contract:

**IMPORTANT NOTICE**

**Candidates are advised that it is a PASS/FAIL requirement under this section 2.3.2 that Candidates must provide evidence of their current and valid accreditation or other equivalent internationally recognised quality standard. Failure by a Candidate to meet this requirement or to provide current and valid evidence will render its application ineligible for further consideration and its PQQ and Bid will not be evaluated further.**

|  |  |
| --- | --- |
| **Does the Candidate hold a recognised Quality Management System certification from an independent body attesting conformity to quality assurance standards based on the European standard or other equivalent internationally recognised quality standard?**  **For example BS/EN/ISO 9000 or equivalent?** | YES □/NO □ |
| **If so, please provide a copy of the valid certificate with your completed PQQ** | Certificate attached? YES □/NO □ |
| **If not, does the Candidate have a quality management system? If so, please provide details of the system.**  **If not, please explain why.** | YES □/NO □ |

2.3.3 Please provide details of the after sales and support services that the Candidate would be able to provide in respect of the requirement for goods and services.

**Candidates must have a registered local agent in Nigeria. This is a PASS/FAIL requirement. Failure by a Candidate to meet this requirement will render its application ineligible for further consideration and its PQQ and Bid will not be evaluated further.**

Please attach supporting literature to the completed Pre-Qualification Questionnaire.

|  |  |
| --- | --- |
| **Details of Local Agents in Nigeria**  (*include details of local agent*) |  |
| **Details of after sales services to be provided:** |  |
| **Details of warranty to be provided:** |  |
| **Details of spare parts holding:** |  |
| **Details of repair facilities:** |  |

**2.4 TAX COMPLIANCE**

**2.4 Candidates are advised that it is a PASS/FAIL requirement that they must respond to this section 2.4. Failure by a Candidate to meet this requirement will render its application ineligible for further consideration and its PQQ and Bid will not be evaluated further.**

2.4.1 The Candidate must state whether from 1 April 2013 onwards, any of its tax returns submitted on or after 1 October 2012:

|  |  |
| --- | --- |
| **2.4.1 a) has given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; and/or** | YES □/NO □ |
| **2.4.1 b) has been found to be incorrect as a result of:**  **bi) H M Revenue and Customs (“HMRC”) successfully challenging it under the General Anti-Abuse Rule (“GAAR”) or the “Halifax” abuse principle; or**  **bii) a tax authority in a jurisdiction in which the Candidate is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or**  **biii) the failure of an avoidance scheme which the Candidate was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (“DOTAS”) or any equivalent or similar regime in a jurisdiction in which the Candidate is established.** | YES □/NO □  YES □/NO □  YES □/NO □ |
| 2.4.2 If answering “Yes” to either 2.4.1 a- biii) above, the Candidate may provide details of any mitigating factors that it considers relevant and that it wishes Crown Agents to take into consideration. This could include , for example:   * Corrective action undertaken by the Candidate to date; * Planned corrective action to be taken; * Changes in personnel or ownership since the Occasion of Non Compliance (“OONC”); or * Changes in financial, accounting, audit or management procedures since the OONC.   In order to consider any factors raised by the Candidate, Crown Agents will find it helpful to have the following information:   * A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the “Halifax” abuse principle etc. * Where the OONC relates to a DOTAS, the number of the relevant scheme. * The date of the original “non-compliance” and the date of any judgement against the Candidate, or date when the return was amended. * The level of any penalty or criminal conviction applied. | |

**PART A – SECTION 3**

**3.1 DECLARATION BY CANDIDATE**

I declare that to the best of my knowledge, **information and belief, after having made due and careful enquiries,** the answers submitted in Parts A, B and C to this PQQ are correct, complete and not misleading. I understand that the information will be used in the process to assess my organisation’s suitability to be invited to bid for this competitive bidding exercise and I am authorised to sign on behalf of the Candidate. I understand that Crown Agents may reject this PQQ and the Bid if there is a failure to comply with the instructions set out in this PQQ, failure to answer all relevant questions fully or if I provide false or misleading information. I understand that Crown Agents reserve the right to carry out independent validation checks to verify the information contained in this PQQ.

|  |  |
| --- | --- |
| **Name of Candidate:** |  |
| **Full Name:** | **Job title of signatory:** |
| **Signature:** | **Date:** |

The completed PQQ should be returned in accordance with the instructions contained in the ITB.

**PART B – GROUNDS FOR MANDATORY REJECTION**

|  |  |
| --- | --- |
| **CROWN AGENTS REFERENCE:** |  |
| **CANDIDATE’S REFERENCE:** |  |
| **DATE OF PQQ:** |  |

**IMPORTANT NOTICE**

**In some circumstances, Crown Agents is required by law to exclude a Candidate from participating further in a procurement. If the Candidate cannot answer “no” to every question in this section it is very unlikely that the PQQ response will be accepted for further consideration and where required you should contact us for advice before completing this form.**

Please answer “Yes” or “No” to each of the following questions:

|  |  |
| --- | --- |
| **Has the Candidate or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Answer**  **YES/NO** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |
| c) the common law offence of bribery,; |  |
| d) bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010 or section 113 of the Representation of the People Act 1983; |  |
| e) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, |  |
| (i) the common law offence of cheating a revenue authority of any State; |  |
| (ii) the common law offence of conspiracy to defraud; |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006 or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |
| f) any offence listed:   1. in section 41 of the Counter Terrorism Act 2008; or 2. in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |
| g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |
| h) money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002, |  |
| i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or |  |
| j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc) Act 2004; |  |
| k) an offence under section 59A of the Sexual Offences Act 2003; |  |
| l) an offence under section 71 of the Coroners and Justice Act 2009; |  |
| m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |
| n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive:   1. as defined bythe law of any jurisdiction outside England and Wales and Northern Ireland; or 2. created, after the day on which these Regulations were made, in the law of England and Wales and Northern Ireland |  |

|  |  |
| --- | --- |
| **NAME OF CANDIDATE** |  |
| **JOB TITLE OF SIGNATORY** |  |
| **FULL NAME** |  |
| **SIGNATURE** |  |
| **DATE** |  |

**PART C – GROUNDS FOR DISCRETIONARY REJECTION**

|  |  |
| --- | --- |
| **CROWN AGENTS REFERENCE:** |  |
| **CANDIDATE’S REFERENCE:** |  |
| **DATE OF PQQ:** |  |

**IMPORTANT NOTICE**

**Crown Agents is entitled to exclude the Candidate from consideration if any of the following apply, but at its sole and absolute discretion may decide to allow the Candidate to proceed further in this competitive bidding exercise. If the Candidate cannot answer “no” to every question it is possible that it’s PQQ may be disqualified from further consideration. In the event that any of the following do apply, please set out (in a separate annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by Crown Agents in considering whether or not the Candidate will be able to proceed any further in respect of this competitive bidding exercise.**

**Crown Agents is entitled to exclude the Candidate in any event if the Candidate is guilty of serious misrepresentation in providing any information referred to within regulation 56, 57, 58 or 59 of the Regulations, or the Candidate fails to provide any such information requested by Crown Agents.**

Please answer “Yes” or “No” to each of the following questions:

|  |  |
| --- | --- |
| 1. **Is any of the following true of the Candidate?** | **ANSWER**  **YES/NO** |
| a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |
| b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; |  |
| c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable; d) your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |
| e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |
| f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |
| g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |
| h) your organisation—  (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or |  |
| i) your organisation has undertaken to  (aa) unduly influence the decision-making process of the contracting authority,  Or  (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |
| j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |

|  |  |
| --- | --- |
| **NAME OF CANDIDATE** |  |
| **JOB TITLE OF SIGNATORY** |  |
| **FULL NAME** |  |
| **SIGNATURE** |  |
| **DATE** |  |

**APPENDIX C**

**DESIGN SPECIFICATION FOR ELECTRICAL UPGRADES AND RETROFITS FOR**

**40 PRIMARY HEALTHCARE CENTRES (PHCs) IN KADUNA STATE**

**APPENDIX C1**

**SCHEDULE OF GOODS**

**Crown Agents’ Reference: CA/105938D/004**

**Bidder’s Reference: …………………………………**

**Currency: ……………………………………………….**

Enter on this Schedule of Goods against each item, the price, primary trade packed. Insert the total price at the foot of the schedule.

Refer to “Bill of Materials for 40PHC Electrical Retrofit” at Appendix C: “ELECTRICAL UPGRADES AND RETROFIT FOR 40 PRIMARY HEALTHCARE CENTRES IN KADUNA STATE

ELECTRICAL UPGRADE AND RETROFIT

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Material Description | Unit | TOTAL QUANTITY | Rate | Total Cost |
| 1 | Ceiling fan | No. | 697 |  |  |
| 2 | 18 Watts CFL | No. | 2641 |  |  |
| 3 | Roof mounted luminaire | No. | 1906 |  |  |
| 4 | Wall mounted luminaire | No. | 596 |  |  |
| 5 | 1 Gang light switch | No. | 707 |  |  |
| 6 | 2 Gang light switch | No. | 155 |  |  |
| 7 | 3 Gang light switch | No. | 54 |  |  |
| 8 | 13 Amp socket single | No. | 551 |  |  |
| 9 | 13 Amp socket double | No. | 275 |  |  |
| 10 | 15 Amp socket | No. | 30 |  |  |
| 11 | Junction box | No. | 4098 |  |  |
| 12 | Single patress box (flush) | No. | 1463 |  |  |
| 13 | Double patress box (flush) | No. | 275 |  |  |
| 14 | Intentionally Left Blank | No. | --- |  |  |
| 15 | Intentionally Left Blank | No. | --- |  |  |
| 16 | 25mm PVC pipes (25 numbers of 3Mts pipe per bundle) | bundle | 683 |  |  |
| 17 | PVC accessories, male bush, saddle clamp, angle bend,screws and pegs Packs (100 per pack) | packs | 91 |  |  |
| 18 | 100A distribution board | No. | 58 |  |  |
| 19 | 60A distribution board | No. | 30 |  |  |
| 20 | 30A distribution board | No. | 10 |  |  |
| 21 | 100A consumer unit | No. | 38 |  |  |
| 22 | 60A consumer unit | No. | 14 |  |  |
| 23 | 30A consumer unit | No. | 27 |  |  |
| 24 | 100A Residual current circuit breaker | No. | 93 |  |  |
| 25 | 60A Residual current circuit breaker | No. | 42 |  |  |
| 26 | 30A Residual current circuit breaker | No. | 34 |  |  |
| 27 | 100A change over | No. | 87 |  |  |
| 28 | 60A change over | No. | 42 |  |  |
| 29 | 30A change over | No. | 12 |  |  |
| 30 | 1.5mmsq cable (Twin & Earth) | Mts | 35112 |  |  |
| 31 | 2.5mmsq cable (Twin & Earth) | Mts | 15942 |  |  |
| 32 | 4x16mmsq PVC/SWA/PVC armoured cable | Mts | 5219 |  |  |
| 33 | 4x10mmsq PVC/SWA/PVC armoured cable | Mts | 42 |  |  |
| 34 | 4x6mmsq PVC/SWA/PVC armoured cable | Mts | 1533 |  |  |
| 35 | 4x4mmsq PVC/SWA/PVC armoured cable | Mts | 137 |  |  |
| 36 | Cable terminating lugs | No. | 1354 |  |  |
| 37 | Recline cable (25mmsq) | Mts | 4148 |  |  |
| 38 | Earth wire for building (16mmsq) | Mts | 5125 |  |  |
| 39 | Underground marking tape | Mts | 6973 |  |  |

**APPENDIX D**

**FORM OF BID**

|  |  |
| --- | --- |
| To:- | Crown Agents  St Nicholas House  St Nicholas Road  Sutton  Surrey  SM1 1EL  United Kingdom |

|  |  |
| --- | --- |
| **Crown Agents Reference:** | **CA/105938D/004** |
| **Bidders Reference:** |  |
| **Bid Closing Date:** | 11th January 2016 |
| **Currency:** |  |

1. Having examined the Invitation to Bid and being fully satisfied in all respects with the requirements of the ITB, we hereby offer to provide the Goods and Associated Services as specified in the Design Specification of the bid for the prices set out in this Appendix D, Form of Bid and in accordance with the provisions of the Contract.
2. We confirm that we have downloaded and read the documents from Crown Agents website which are incorporated by reference and we accept that any resultant Contract will be subject to the Contract including the Conditions of Contract, Special Conditions of Contract and such other provisions as have been specified in the ITB.
3. We confirm that the Goods offered fully meet the required specification detailed in the ITB.
4. We confirm that we will treat all information supplied by Crown Agents as confidential in accordance with the provisions of this ITB.
5. Prices:

|  |  |
| --- | --- |
| PRICING SUMMARY | PRICES  (STATE CURRENCY) |
| Total Price primary trade packed |  |
| Less Crown Agents Discount ( State Percentage) |  |
| **Total net price of Goods primary trade packed** |  |
| Cost for purchase and retention of shipping containers for use as secure storage |  |
| Cost for export packing, containerisation, and delivery FCA Port of Origin/Supplier’s premises |  |
| **Total Goods packed, containerised and delivered FCA Port of Origin/Supplier’s premises** |  |
| Cost for Sea freight transportation to Lagos Port, Nigeria |  |
| Cost for Marine Insurance (warehouse to warehouse, including periods of storage, up to the point of Taking Over by the End User) |  |
| **Total CIP Lagos Port** |  |
| On-carriage via road to DAP nominated warehouse area, Kaduna State, **(location to be advised prior to contract placement)** including offloading shipping containers |  |
| Cost for Transit Insurance (warehouse to warehouse, including periods of storage, up to the point of Taking Over by the End User) |  |
| **Total DAP nominated warehouse area, Kaduna State, (location to be advised prior to contract placement) including insurance, unloading and de-stuffing shipping containers** |  |
|  |  |
| Associated Services comprising the following: |  |
| **LOT 1: KADUNA CENTRAL** |  |
| Container de-stuffing and on-carriage transportation from nominated warehouse area, as required, to each PHC Site in Kaduna Central in accordance with agreed schedule: |  |
| Total Installation services: |  |
| Total Commissioning services: |  |
|  |  |
| **LOT 2: KADUNA NORTH** |  |
| Container de-stuffing and on-carriage transportation from nominated warehouse area, as required, to each PHC Site in Kaduna North in accordance with agreed schedule: |  |
| Total Installation services: |  |
| Total Commissioning services: |  |
|  |  |
| **LOT 3: KADUNA SOUTH** |  |
| Container de-stuffing and on-carriage transportation from nominated warehouse area, as required, to each PHC Site in Kaduna South accordance with agreed schedule: |  |
| Total Installation services: |  |
| Total Commissioning services: |  |
|  |  |
| **TOTAL BID PRICE DAP Nominated Warehouse area Unloaded and Insured Kaduna, Nigeria Incoterms® 2010 including Associated Services comprising on-carriage to all PHC’s in each Lot named above, installation, commissioning, training:** |  |
| **TOTAL BID PRICE IN FIGURES:** | |
| **TOTAL BID PRICE IN WORDS:** | |

**The Total Bid Price must be stated in words and figures and if there is any contradiction the price expressed in words will take precedence.**

**Delivery Details**

Confirmation that a dated Gantt chart has been included with the bidder’s quotation detailing, as a minimum, the activities listed under the Delivery clause in the Instructions to Bidders, Appendix A …………… [Yes/No]

Date by which Goods will be shipped and Goods invoices raised, with contract award date assumed to be **31st January 2016:**  …………………………………….

Should the assumed Contract issue date be pushed back, the number of weeks between the assumed Contract issue date and the date that you state for Goods Shipped/Invoiced, will always be taken as your offered shipment period. This period will be used for evaluation purposes.

The Installation Services shall commence within ……… weeks of the Crown Agents’ notification in writing of completion of any necessary requirements prior to commencement of the Services and will be completed within ……. days/weeks.

Date for completion of all Installation Services including Commissioning and Training, with contract award date assumed to be **31st January 2016**): ………………………

Should the Contract issue date be pushed back, the number of weeks between the assumed Contract issue date and the date that you state for the completion of installation, commissioning and training services, will always be taken as your offered Contract Completion period. This period will be used for evaluation purposes.

**Inspection**

Bidder to provide a list of the locations where physical inspection of the goods by the Crown Agents inspector will take place prior to delivery.

We confirm that this bid is valid for acceptance for 90 days from the bid submission date.

Bidders are advised that a bid valid for a shorter period will be rejected. In exceptional circumstances Crown Agents may request the bidders’ consent to an extension of the period

of validity. The request and the responses shall be made in writing. The bid security shall also be suitably extended but a bidder may refuse to extend the validity of the bid without forfeiting its bid security. Bidders who agree to extend the validity of their bids will not be permitted to modify their bids.

We [*name of bidder*] agree to adopt and comply with Crown Agents’ Ethical Code for Business Partners as available as a download from the Supplier Download page on Crown Agents website <http://www.crownagents.com/suppliers/supplier-downloads/dfid-procurement-downloads>.

**The following declarations are necessary for the Services component of your bid:**

**A) The bidder is required to state the bidder’s equipment to be provided for installation/commissioning including costs for hire of equipment.**

**B) The bidder is required to provide details of all labour to be provided by the End-User.**

**C) The bidder is required to provide details of all site services, installation equipment etc. to be provided by the End-User.**

**D) The bidder is required to provide details of all other requirements not included above**

|  |  |  |
| --- | --- | --- |
| ..............................................  Authorised Signature | ..............................................  Name in Capitals | ..............................................  Position |
| Company Name and Address | Company Registration Number:  Company VAT Number:  Telephone Number:  Facsimile No  Email | |

**APPENDIX E**

**Crown Agents Reference: [CA Ref]**

**Crown Agents Limited**

**Acting as Agents for and on behalf of**

**The Secretary of State for International Development**

# and

**[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

**Contract for the provision of [ELECTRICAL UPGRADES AND RETROFITS**

**FOR 40 PRIMARY HEALTHCARE CENTRES (PHCs)**

**IN KADUNA STATE, NIGERIA**

**Crown Agents’ Reference:**

**CONTRACT**

**THIS CONTRACT** ("Contract") is entered into this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_\_\_, by and between Crown Agents Limited of St Nicholas House, St Nicholas Road, Sutton, Surrey, SM1 1EL, United Kingdom ("Crown Agents") acting as an agent for and on behalf of their Principal, the U.K. Government (the Secretary of State for International Development – DFID) ("the Principal") of the one part and [*Contractor*] of the other part having its registered office located at [*full address*] ("the Contractor").

**WHEREAS**

Crown Agents issued an Invitation to Bid (“ITB”) under reference CA/105938D/004 dated 11th December 2015 for the provision of Goods and associated services, [*brief description*] (hereinafter called “the Goods and Associated Services”) to be supplied to Kaduna State Government ("the End-User") through the nominated Project Engineer (“the Project Engineer”);

The Contractor submitted its bid dated [*date*] reference [*bid ref*] in response to the ITB ("the Bid");

Crown Agents has accepted the Bid from the Contractor for the supply of those Goods and Associated Services in the sum of [*contract price*] (“the Contract Price”).

The Goods are to be delivered by sea/road [*Incoterm and destination*] Incoterms® 2010. The Contract includes Associated Services comprising Installation/Commissioning/Training/ Maintenance/Taking-Over.

The Goods shall be delivered, installed and taken over by the End-User and Crown Agents shall have received the documentation required under the Contract by:

[*Delivery, installation and services schedule*]

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract Conditions referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract:
   * this Form of Contract and the Appendices attached to it
   * The General Conditions of Contract for the Purchase of Goods and Associated Services (2013)
   * The completed and signed Pre-Qualification Questionnaire together with all supporting documents dated [*date*]
     + - The Invitation to Bid
       - Form of Bid including the Bid Specification and Statement of Compliance
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
4. The following documents which are incorporated by reference into the Contract are available from the Supplier Downloads – DFID TC Procurement pages on our website <http://www.crownagents.com/suppliers/supplier-downloads/dfid-procurement-downloads>.

Performance Guarantee

Inspection Advice Note

Installation Completion Certificate

Training Completion Certificate

Taking Over Certificate

5. The Contractor shall provide a signed duplicate copy of the Contract to Crown Agents within five (5) working days of signature of the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed on the day and year first above written.

|  |  |
| --- | --- |
| For and on behalf of Crown Agents | For and on behalf of the Contractor |
|  |  |
| Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Duly Authorised | Duly Authorised |
|  |  |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Annex A to the Contract**

**BRITISH TECHNICAL CO-OPERATION ASSISTANCE**

**SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract will apply to the Contract.

**Anti-Bribery:** The Contractor agrees to adopt and comply with Crown Agents’ Ethical Code for Business Partners as available as a download from the Supplier Download page on Crown Agents website <http://www.crownagents.com/suppliers/supplier-downloads/dfid-procurement-downloads>.

**Force Majeure:** For the purposes of the Contract, a Force Majeure event as detailed within clause 19 of the Contract Conditions means any circumstance not within a party’s reasonable control including, without limitation:

### a) acts of God, flood, drought, earthquake or other natural disaster;

### b) epidemic or pandemic;

### c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

### d) nuclear, chemical or biological contamination or sonic boom;

### e) Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition [, or failing to grant a necessary licence or consent];

### f) collapse of buildings, fire, explosion or accident; and

### g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).

Non-performance or delay by a sub-contractor shall not constitute a force majeure event.

The remaining provisions of clause 19 of the Contract Conditions remain unchanged.

**Quantity Variation:**  If in any financial year the  Principal has sufficient budget available for the provision of further goods and services in Nigeria that has not been allocated to the Contract price, the parties may agree in writing an increase to the Goods and/or an extension to the scope of Services whereby the Contractor shall provide additional  Goods and/or Services the same or similar to the Goods and/or Services already requested at one or more additional sites.

Any amendments to the Contract Price or Commercial Terms resulting from an amendment made in accordance with this clause shall be based on prices and terms no less favourable to Crown Agents than as set out in the Contract for the Goods and Services at the Core Sites.

If the Principal’s budget for this requirement is reduced, the Crown Agents and/or the Principal reserves the right to reduce the scope of the Services on one month’s notice in writing to the Contractor.

If there is a reduction in the scope in accordance with the above, the Contractor shall immediately use all reasonable endeavours to reduce its costs in respect of any reduction. Crown Agents shall have no liability to pay for any works or services performed at an affected site which could have been avoided subsequent to the date of notification and shall be liable only to pay for unavoidable costs and Services relating to the reduced scope.

**Right to Termination:** Without prejudice to any other right or remedy that Crown Agents and/or the Principal may have, Crown Agents may by written notice to the Contractor, terminate the Contract with immediate effect in whole or in part if any circumstance arises which would provide a right for the Principal and/or Crown Agents to terminate the Contract pursuant to Regulation 73(1) of the Public Contracts Regulations 2015.

**Performance Guarantee:** Within five (5) working days of the receipt of notification of award from Crown Agents and as a condition precedent to the Contract taking effect, the Contractor will be required to provide Crown Agents with a Performance Guarantee to the value of 10% of the Contract value from a bank acceptable to Crown Agents and in the format **available from the Supplier Downloads – DFID TC Procurement pages on our website**

<http://www.crownagents.com/suppliers/supplier-downloads/dfid-procurement-downloads>.

As part of its risk control management, Crown Agents reserves the right to require that performance guarantees be confirmed by a correspondent bank acceptable to Crown Agents. **The Contractor should nominate the proposed issuing bank in advance** so that can decide on the acceptability of the issuing bank. The Contractor should also instruct their bank about the content of the guarantee.

The Performance Guarantee must be addressed to Crown Agents Limited. Failure by the Contractor’s bank to address the guarantee exactly as shown in the model format provided by Crown Agents shall result in rejection of the guarantee and amendments will be required by Crown Agents. The Contractor will be responsible for any bank charges incurred as a result of amendments to the requested guarantee.

Failure of the Contractor to comply with the requirement to provide an acceptable Performance Guarantee in accordance with the provisions of these Special Contract Conditions shall constitute grounds for the annulment of the decision to award a Contract to the relevant bidder and forfeiture of the bid security, and where appropriate termination of the Contract in which event Crown Agents may at its absolute discretion make the award to the next best scoring bid response, commence a new procurement process or not seek to enter into a Contract at all.

**OTHER REQUIREMENTS**

**Clearance of Goods, unloading and delivery:** In addition to the Contractor’s contractual responsibilities under the stated Incoterm, the Contractor will be wholly responsible, at their risk and cost, for unloading the Goods at the named place of delivery and for de-stuffing the container(s), as well as the onward deliveries to the PHC’s in Kaduna.

Clearance will be arranged as Diplomatic Cargo and consignments must await Crown Agents’ written call forward instructions before shipment.

**Insurance:** Include the cost of insurance in accordance with clauses 10.7 and 15.5(c) of the Contract Conditions. The insurance should be taken out on a warehouse to warehouse basis. Site storage insurance should be valid until the date of the Taking Over Certificate. All insurance must be taken out in the currency of the Contract.

**If DAP -** The insurance cover should be taken out with the Principal named as the Beneficiary and the Contractor named as the loss payee.

**If CIP** - The insurance cover should be taken out with the Principal named as the Beneficiary and Crown Agents as the Loss Payee.

**Inspection:** Inspection will be required by Crown Agents and the provisions of Clause 8 of the Conditions of Contract will apply. The scope of inspection to be undertaken by Crown Agents may be as follows:

Inspection of Finished Goods;

Inspection of Packing;

Pre-Shipment Verification;

Supervision of Loading/Unloading;

Inspection of Shipping Containers

Pre-shipment inspection of all items may also be required for the purposes of SONCAP approval (as summarised under ‘Applying for SONCAP Certificate’ in these Special Conditions.

The Contractor will be responsible for downloading and completing an Inspection Advice Note in the required format **available from the Supplier Downloads – DFID TC Procurement pages on our website** <http://www.crownagents.com/suppliers/supplier-downloads/dfid-procurement-downloads>.

Where applicable, a form should be completed for each set of Goods being inspected at separate inspection locations.

**Shipping Specification:** Any additional costs incurred by Crown Agents, their Principal or the End-User, which result from any inaccuracies in the Shipping Specification or failure to conform with the requirements of a resulting Contract, will be payable by the Contractor.

**Communication with the Principal:** The Contractor may not have direct communication with the Principal unless in exceptions where prior written permission has been given by Crown Agents. However, in the event of any dissatisfaction by the Contractor with Crown Agents, caused by Crown Agents and not being satisfactorily dealt with by Crown Agents, the Contractor may contact the Procurement and Commercial Department (PCD), of DFID directly.

**Packing for Shipment/Transportation and Storage:** Packages should be marked by stencil or otherwise apply the Shipping Mark/Overland address as large as is practicable and exactly as shown, including the gross weight in kilograms and the package number, to 2 adjacent faces of each package. Add (in English) any special handling, stowage, or storage instructions. Attach metal labels securely to loose or bundled items and mark bales "Use No Hooks". Show both weights and dimensions in metric units.

The Contractor is to mark each package so that when the Goods arrive at the storage location in Kaduna the Goods for each PHC can be easily identified and organised.

|  |  |
| --- | --- |
| **Shipping Mark/Overland Address** | **Consignee Address/End-User’s address/Notify Party:** |
| Purchase Order No: *(to be advised on award of Contract)*  [*Mark/Address*]  ***To be Advised***  Gross Wt\_\_\_\_\_Kgs  Package No: | [*Contact Name*]  [*Address* ]  ***To be Advised***  Tel No:  Fax No:  E-mail: |

**Goods Requiring Special Handling:** It may not be possible for the Consignee to take immediate possession of the Goods and it is not uncommon for Goods to be held up for some weeks before release. It is imperative therefore that not only Goods requiring special stowage including refrigeration but also Goods which may be affected by storage under non-ideal conditions, are notified to Crown Agents before despatch.

**Dangerous Goods:** Dangerous Goods must be declared, labelled and packed in accordance with the appropriate current international regulations. The Contractor will be responsible for providing and signing a Dangerous Goods Note or Shipper’s Declaration for Dangerous Goods for each consignment appropriate to the mode of transport.

**Invoices:** The Contractor will be required to prepare a separate signed original invoice and signed copies for each consignment. Item numbers, descriptions and sequence must match those in the Contract. The invoice must show Crown Agents' reference (*to be advised on award of Contract*). If possible packing details should be shown on the invoice; if separate, packing lists must give full details including package numbers. Invoices for distribution must be signed in ink (not facsimile) on each copy. The Contractor will be responsible for placing inside each package with the Goods either one copy of the invoice if it contains full packing details or one copy of the packing list for that case.

**Local taxes**: Crown Agents Nigeria Limited will be responsible for the payment of any taxes at the then prevailing rates imposed by any governmental taxing authority on the amounts the Supplier is liable to be paid under this Contract, including, but not limited to, withholding taxes of whatever nature, and Crown Agents shall reduce the amount payable to the Supplier by the amount of such withholding taxes. Crown Agents shall pay any withholding taxes and obtain and deliver to the Supplier proof of payment of such withholding taxes together with official evidence thereof as Crown Agents can reasonably obtain, issued by the governmental authority concerned.

**Bill of Lading:** The Contractor will be responsible for obtaining for distribution the required number of original and non-negotiable copies of a clean shipped on board Bill of Lading (B/L) marked “Freight Paid” consigning the Goods to the consignee shown above. The Contractor must not keep any original copies. The mark shown on the B/L must be identical in all respects to that on the case and in the Contract. Bills must **not** be taken out “to order” unless otherwise instructed by Crown Agents. A FIATA B/L is acceptable only if prior written agreement has been given by Crown Agents.

**Dock and harbour charges are payable by the Contractor:** For a Contract placed on FCA terms or above, this should be made clear on delivery notes. Any such charges debited to Crown Agents or their forwarding agents as part of the freight costs will be recovered from the Contractor.

**Taking Over Certificates:** Notwithstanding the provisions of Clause 12 of the Contract Conditions, this Contract contains the requirement for delivery and completion of named Services at multiple sites. The Contractor is therefore required to provide a separate Completion Certificate in the format available from the Supplier Downloads – DFID TC Procurement pages on our website <http://www.crownagents.com/suppliers/supplier-downloads/dfid-procurement-downloads>

evidencing satisfactory completion of the named Services at each Site within each Lot.  Taking Over Certificates which signify the satisfactory completion of all required Services, including commissioning and training, are to be signed by the Project Engineer for each named Site within each Lot.

Payment for services completed will be made only after presentation of all Taking Over Certificates within a Lot, as listed in Appendix A, Table 2 of the Design Specification (ie. Lot 1: Kaduna Central; Lot 2: Kaduna North; Lot 3: Kaduna South).

Failure to provide a clean Taking Over Certificate in respect of the full services for a Lot will result in delay to the release of payment for that Lot in accordance with Clauses 12.3 and 12.4 of the Contract Conditions.

**Delivery and Distribution of Documents:** The Contractor will be responsible for delivering the Goods in accordance with the delivery period as stated within the Contract and the Contractor will be responsible for sending the following documents to the relevant parties below.

Electronic versions of documentation will not be acceptable unless prior written agreement has been provided by Crown Agents:

Invoices must be addressed to Crown Agents and the Contractor will be responsible for sending the following documents to the CA Nigeria Office, 44 Durban Street, Off Adetokunbo Ademola Crescent, Wuse 2, Abuja:

- Invoice: original signed invoice and 2 signed copies;

- Packing List: (if not included on invoice); 3 copies;

- Road Consignment Note (CMR) evidencing despatch of the Goods: 1 original and 1 copy /Combined Transport Bill of Lading: 2 negotiable originals and 1 non-negotiable copy

- Insurance Certificate:1 copy ;

- Receipt Note (signed by the Project Engineer);

- Certificate of Origin/CCVO: 6 originally signed and 1 copy witnessed certificates, certified by the exporter’s Chamber of Commerce;

- SONCAP Certificate issued by SON:2 copies attesting satisfaction relating to the items inspected.

- (*Documentation relevant to particular Goods being supplied* )

The Contractor will be responsible for sending to Crown Agents, Sutton, SM1 1EL, UK, for attention of Chris Gilbert:

- Road Consignment Note: 1 original and 2 copies/ Combined Transport Bill of Lading: 1 negotiable and 2 non negotiable copies;

- Invoice: original signed invoice and 2 signed copies;

- Packing List (if not included on invoice): 2 copies;

- Crown Agents Inspection Release Note: 1 Vendor’s Copy;

- Insurance Certificate: 1 copy ;

- Receipt Note (signed by the Project Engineer).

- Certificate of Origin/CCVO: 2 signed copies and showing that they were witnessed, as well as certified by the exporter’s Chamber of Commerce

- SONCAP Certificate issued by SON:2 copies attesting satisfaction relating to the items inspected.

- (*Documentation relevant to particular Goods being supplied* )

**Applying for a SONCAP Certificate**

**SONCAP** stands for the Standards Organisation of Nigeria (SON) Conformity Assessment Programme. It was introduced to ensure that Goods imported into Nigeria meet the minimum requirements of Nigeria Industrial Standards or any other approved international standards. The programme is a set of conformity assessment and verification procedures applicable to all products imported into Nigeria. Please refer to <http://www.son.gov.ng/index.php/soncap> for further information.

Each shipment of Good(s) or product(s) subject to SONCAP arriving at any Nigerian Port must be accompanied by a **SONCAP Certificate** which is mandatory for Customs Clearance in Nigeria**.** The methods employed for obtaining one of these will depend on the nature of the Goods. The Standards Organisation of Nigeria has employed the following four International Accreditation Firms (IAFs) to assist with carrying out the procedure (no territory or region has been assigned to any particular IAF):

* China Certification and Inspection (group) Company (CCIC) <http://www.cic-ccicfj.com/en/service.aspx?id=29>
* Cotecna Inspection Limited SA <http://www.cotecna.com/en/Services/Government-Programs/Nigeria>
* Société Generale de Surveillance (SGS) SA <http://www.sgs.com/En/Public-Sector/Product-Conformity-Assessment-PCA/Nigeria-SGS-Mandate.aspx>
* Swede Control Intertek Limited <http://www.intertek.com/government/product-conformity/exports/nigeria/?gclid=COWCvqm4y7oCFRMctAodwxsAZQ>

It is the Contractor’s responsibility to make contact with one of the above IAF’s, to gain the correct advice in order to carry out the correct procedures for the particular route needed for Conformity Assessment and Verification Testing/Inspection under SONCAP. Different assessments and inspection procedures are assigned to the type of product/s to be exported in order to gain a SONCAP Certificate. This contact must be made in sufficient time prior to shipment. All costs relating to Conformity Assessment and Verification Testing/Inspection, in order to obtain the necessary SONCAP Certificate, will be for the account of the Contractor. Failure to comply with the SONCAP procedure will prevent clearance at the destination port in Nigeria, should this occur, any demurrage or related charges that are incurred will be for the account of the Contractor.

**Payment:** Payment shall be made in accordance with Clause 15 of the Contract Conditions.

Any payment due from the Principal to the Contractor under the Contract shall be made no later than 20 days from the date on which the relevant invoice, together with all required documents confirming satisfactory and full delivery and performance of the Associated Services as detailed within the Contract, are regarded as valid and undisputed under the Contract. Any such invoices and required documents for a payment submitted by the Contractor shall be considered and verified by Crown Agents in a timely fashion and undue delay shall not be sufficient justification for failing to regard an invoice as valid and undisputed.

The Contractor shall ensure, pursuant to Regulation 113 (2) of the Public Contracts Regulations 2015, that any subcontract awarded by the Contractor contains suitable provisions to impose, as between the parties to the subcontract.

a) a requirement to the same effect as this Payment clause of these Special Conditions on a “pass down” basis, subject to suitable amendment to reflect the identities of the relevant parties; and

b) a requirement for the subcontractor to include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in this Payment clause, on a “pass down” basis, subject to suitable amendment to reflect the identities of the relevant parties.

Payments will be made in accordance with the following schedule:

|  |  |
| --- | --- |
| Payment for 90% of Contract Price of Goods shipped: | Following presentation of invoice and all required documents evidencing satisfactory inspection, despatch and goods receipt. |
| Payment for 100% of Services and remaining 10% of Contract Price of Goods : | Following presentation of invoice and all required documents evidencing satisfactory installation/services completion, including signed (by the Engineer) Taking Over Certificate.  Note that payments under this section will only be made following completion of all services at all Sites in a Lot, as defined in Appendix A, Table 2 of the Design Specification. Invoices for services may only be submitted for payment by Lot. |

Payment under the terms of the Contract will be made by SWIFT. The Contractor will be required to provide their bank details in the format detailed below and this submission must be returned with the Contractor’s payment documentation. If the Contractor is domiciled in the European Union or requires payment to be made to an account in the European Union, the invoice must clearly state the IBAN code. Failure to provide the following information may result in delays in the Contractor’s payment being processed.

**BANK DETAILS (**to be printed on Contractor’s letter headed paper):

* Account Name (in full) …………………………………………
* Account Number …………………………………………
* Bank Name ………………………………………………
* Bank Address …………………………………………….
* Bank Sort Code …………………………………………..
* SWIFT Code………………………………………………
* IBAN Code…………………………………………………

**Authorised Signatory**

Sign: ………………………..

Name: ……………………….

Designation: ………………..

Where applicable, the Contractor shall also state the above details in respect of the correspondent bank of their bank in the Country of domicile of the payment currency through which our bankers, Crown Agents Bank, can make payment. The Contractor will be liable for any bank charges levied in the process of making payment, together with all additional expenses incurred in obtaining payment by any other means.

The Contractor will be responsible for advising Crown Agents immediately if exchange control regulations prohibit despatch of negotiable documents other than through banks.

**Official Secrets Act and Finance Act 1989**

The Contractor shall comply with, and shall ensure that its Personnel comply with, the provisions of:

* + - the Official Secrets Acts 1911 to 1989; and
    - Section 182 of the Finance Act 1989.

In the event that the Contractor or its Personnel fail to comply with this clause, Crown Agents reserves the right to terminate the Contract by written notice to the Contractor with immediate effect from the date specified in such notice.

**Tax Compliance**

The Contractor represents and warrants that as at the date of the Contract, it has notified Crown Agents in writing of any occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

If, at any point during the term of the Contract, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

* + - notify Crown Agents in writing of such fact within 5 working days of its occurrence; and
    - promptly provide to Crown Agents:
      * details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
      * such other information in relation to the Occasion of Tax Non-Compliance as Crown Agents may reasonably require.

In the event that:

* + - the warranty given by the Contractor pursuant to Clauses 4.1(b) and 4.1(c) of the General Contract Conditions is materially untrue; or
    - the Contractor commits a material breach of its obligation to notify Crown Agents of any Occasion of Tax Non-Compliance as required by the above Tax Compliance paragraph; or
    - the Contractor fails to provide details of proposed mitigating factors which, in the reasonable opinion of Crown Agents, are acceptable

Crown Agents shall be entitled to terminate the Contract, by giving written notice to the Contractor.

**Annex B to the Contract**

#### SCHEDULE OF GOODS AND ASSOCIATED SERVICES

**Crown Agent’s Reference:**

**Contractor’s Reference:...............................................**

**Currency: ...............................................**

| **Item**  **No.** | **Item Description** | **Qty** | **Unit of**  **Measure** | **Unit Price** | **Extended Price** |
| --- | --- | --- | --- | --- | --- |
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|  |  |
| --- | --- |
| Less Crown Agents Discount ( State Percentage) |  |
| Total net price of Goods primary trade packed |  |
| Cost for purchase and retention of shipping containers for use as secure storage |  |
| Cost for export packing, containerisation and delivery FCA Port of Origin |  |
| **Total packed and delivered FCA Port of Origin** |  |
| Cost for seafreight transportation to Lagos Port, Nigeria |  |
| Cost for Marine Insurance |  |
| **Total CIP Lagos Port** |  |
| On-carriage via road from Lagos to DAP nominated warehouse area, Kaduna State, **(location to be advised prior to contract placement)** including offloading shipping containers |  |
| Cost for transit insurance (warehouse to warehouse, including periods of storage, up to the point of Taking Over by the End User) |  |
| **Total DAP nominated warehouse area, Kaduna State, (location to be advised prior to contract placement) Including insurance and unloading shipping containers** |  |
| Container de-stuffing and on-carriage transportation from nominated warehouse area, as required, to each PHC Site in accordance with agreed schedule |  |
| Total Installation Services |  |
| Total Commissioning Services |  |
| Total Training Services |  |
| **TOTAL PRICE DAP [*Named Destination*] Incoterms® 2010 including unloading and insurance, and associated services comprising on-carriage, installation, commissioning, training** |  |

**BIDDER CHECKLIST**

**We [*name of bidder*] confirm that the documents detailed below have been completed in full and form part of our bid submission. We understand that failure to comply with any of the instructions concerning completion and submission of our bid may render (at Crown Agents’ absolute discretion) the bid non-compliant and it may be excluded from this competitive bidding exercise.**

|  |  |  |
| --- | --- | --- |
|  | **NAME OF DOCUMENT** | **COMPLETED AND SUBMITTED WITH BID** |
| **Appendix B** | **Pre-Qualification Questionnaire for Open Procedure and requested Supporting Documents.** |  |
| **Appendix C** to the Design Specification | **Fully completed Statements of Compliance for each item.** |  |
| **Appendix C** | **Priced Schedule of Goods.** |  |
| **Appendix D** | **Form of Bid with all required information:** |  |
|  | **Confirmation of the location of all Goods for physical inspection.** |  |
|  | **Detailed delivery and installation Gantt Chart.** |  |
|  | **Shipping Specification Form.** |  |
| **See Appendix A** | **Bid Security (paper original or sent by SWIFT to CA Bank)** |  |

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| **Name of Company:** |
| **Full name of signatory duly authorised to sign this certificate on behalf of the Company:** |
| **Title/Position:** |
| **Signature:** |
| **Date:** |

