



KANO STATE GOVERNMENT

PUBLIC PROCUREMENT MANUAL

FOR

KANO STATE AND LOCAL GOVT. SERVICES

BY

KANO STATE PUBLIC PROCUREMENT BUREAU (KSPPB)

REVISED DECEMBER 2021

FORWARD

In an effort to ensure fulfilling the aspirations yearnings and desire of the people of Kano State in consolidating and strengthening probity, transparency, accountability and prudence in the utilization of State and Local Government Resources, this Administration deemed it apt to review and realign/harmonize the Due Process Manual for procurement and other Due Processes of expending the State and Local Government Resources.

In actualizing this endeavour, Government has approved the adoption and Implementation of the Public Procurement manual on Public Procurement to guide in executing projects, programs, and services. Equally it is intended to ensure strict compliance with the universally accepted code of “Best Practices” in public service delivery, which promotes prudent financial management and transparent application of resources.

To further buttress the desire for the utilization of the revised manual the “ Due Process Bureau” has been renamed to “Public Procurement D Bureau” in consonance with its new mandate. The revised manual has the under listed as part of its major components;-

- a. Advertisement
- b. Pre-actualization processes and criteria
- c. Invitation to tender (Technical and Financial)
- d. Tender opening
- e. Assessment and evaluation of Bid(s)
- f. Selection of winner(s)
- g. All associated acts and legislations

The document as titled is the “revised version of the 2016 edition”, covering contract award policies of the Kano State Government, which is a modified version of the Federal Public Procurement Act taking into cognizance our peculiarities. The document has equally taken care of “ALTERNATIVE, FINANCING AND PROCUREMENT” which is the public private partnership (PPP) contracting procedures.

It’s my ardent hope and prayer that this document will by the grace of Almighty Allah, be the guiding principles of our Public Procurement and ultimately the basis of Prudence and Accountability in Governance. All MDAs and Local Government Councils are therefore directed to ensure strict compliance.

Dr Abdullahi Umar Ganduje, OFR
Executive Governor of Kano State

ACKNOWLEDGEMENT

This document has evolved as a result of the need to review and adopt the existing Federal and State guidelines on public procurement of projects, programs and services.

The evolution of the revised Public Procurement Manual is in tandem with the one of the core cardinal principles of the present administration under the enviable leadership of His Excellency Dr. Abdullahi Umar Ganduje, OFR which is based on accountability, due process and diligence in the management of both State and Local Government resources.

In this vein, the Public Procurement Bureau deserves commendation for its unalloyed diligence by way of professional input, and resourcefulness and towards the actualization of this important manual. I therefore, commend the team for a job well done.

The manual is to serve as a veritable guiding document designed to ensure universality, synergy and maximization of output in the management/application of resources at the State and Local Government levels. The Public Procurement Bureau is therefore, urged to ensure strict compliance towards the attainment of the desired objectives which are in line with International best Practice.

May the Almighty Allah in His infinite mercies, continue to guide His Excellency the Executive Governor, the Government and people of Kano State in the onerous task of moving the state to greater heights.

Alhaji Usman Alhaji
Wazirin Gaya
Secretary to the State Government
Kano State

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BACKGROUND

- 1.0 Upon taking over the mantle of leadership in May 29, 2015, His Excellency the Executive Governor of Kano State Dr. Abdullahi Umar Ganduje OFR, unfolded in his inaugural address, that one of Key priorities of his administration was to ensure prudent, transparent and accountable leadership as the basis for instilling good governance through efficient and effective utilization of resource endowments.
- 1.1 In relation to the aforementioned, the State Government as part of reform measures to re-invigorate Public Procurement compliance in keeping with the dictates of global best practices and norms, considered it expedient to revise and adopt **Public Procurement Manual**, as necessary mechanism for ensuring prudent financial management in the State Public Service, regarding conceptualization and implementation of policies, projects, services and programmes.
- 1.2 This manual which is a revised and improved version of the Contract Due Process Policy of Kano State Government that came into being in August 2006 and Due Process Manual for Kano State and Local Government Procurement Services April 2016, serves as a veritable instrument for complementing the Public Procurement Bureau in carrying out their mandates as well as guiding MDAs for compliance.
- 1.3 Equally, the revised manual is an adopted Federal Government Public Procurement Act, domesticated to suit the State's peculiarities while incorporating ALTERNATIVE FINANCING AND PROCUREMENT on Public-Private Partnership (PPP) contract procedure not covered in the earlier guidelines.

2.0 GENESIS OF THE REFORM

- 2.1 The reform in the contract and procurement procedure in the state civil service is designed to enhance reliability, and ensure transparent conduct in governance in the wake of the monumental drift by the Public Service and by extension, the society away from its age-old legacy of efficiency and accountability. It also enables the Public-Private Partnership system to be addressed, thereby transferring project risk from the taxpayer to the private sector. Consequently, high level certainty in terms of cost, schedule, quality, availability and service can be realised. The benefits of the reform are numerous and include the following;

- i. Promotion of good governance,
- ii. Efficient management of public funds and assets,
- iii. Transparency and accountability,
- iv. Improved system plans and project preparation work leading to accuracy of costing, cost benefit analysis, and prioritizations in the spending pattern and plan for any given year,
- v. Improved fiscal management through more effective expenditure management, and control mechanisms.
- vi. Improved technical efficiency in managing and utilizing resources through improved information flow relevant to decision making responsibilities of managers,
- vii. Rebuilding of confidence amongst citizen of the State in government.
- viii. In respect of Public-Private Partnership (PPP) the best possible allocation of tasks and risk are ensured;
- ix. Companies are also free to invest in new technologies and innovative solutions with the lower total project costs over the project lifetime.

2.2 This manual is therefore prepared to provide guidance to Procurement entities (PEs) in the observance of Due Process in the conduct of Government business.

3.0 Structures/organs of public procurement

There shall be structures/organs that will oversee the process of public procurement at the various levels of authority in the State as follows:-

3.1 State Council on Public Procurement:

The Kano State Executive Council shall be the state council on Public Procurement

3.2 Procurement Planning Committees

For every financial year, each procuring entity shall establish a Procurement Planning Committee in all PE's

3.2.1 The procurement Planning Committee shall comprise of the following members:

- i. The accounting Officer of the procuring entity or his representative who shall be the Chairman of the Committee;
- ii. Head of the procurement function of the procuring entity;
- iii. A representative of the financial function of the procuring entity;
- iv. A representative of the Planning Research and Statistics functions of the procuring entity;

- v. Technical personnel of the procuring entity with expertise in the subject matter for each particular procurement; and
- vi. A representative of the Ministry of Justice.

3.3 Tenders Board

There shall be Ministerial/and or special Ministerial Tenders board as applicable in each Procuring entities (PE) as follows: -

3.3.1 Ministerial Tenders Board to be composed as follows:-

- | | | |
|------|--|-----------|
| i. | The Permanent Secretary/DG/MD/ES/Exe Chairman | Chairman |
| ii. | All Directors | Member |
| iii. | Technical staff of the PE with expertise on Public Procurement | Member |
| iv. | Head of the Procurement Unit | Secretary |

3.3.2 Special Ministerial Tenders Board to be composed as follows: -

- | | | |
|-------|--|-----------|
| i. | Honourable Commissioner | Chairman |
| ii. | Permanent Secretary | Member |
| iii. | All Directors | Member |
| iv. | Representative of Ministry of Finance | Member |
| v. | Representative of Ministry of Justice | Member |
| vi. | Representative of Execution Agency | Member |
| vii. | Representative of Public Procurement Bureau | Member |
| viii. | Representative of Ministry of Planning of and Budget | Member |
| ix. | Director, Planning Research & Statistics | Secretary |

3.3.3 The establishment of Special Ministerial Tenders Board shall be at Ministerial level and not limited to specific Ministries, in accordance with the Spending Limits as outlined below: -

SN	Level	Spending limit
i.	Permanent Secretary	1.00 - 500,000
ii.	Commissioner	2,500,000 - 5,000,000
iii.	Ministerial Tenders Board	10,000,000 - 20,000,000
iv.	Special Ministerial Tenders Board	20,000,000 - 30,000,000
v.	Executive Governor	30,000,000 - 100,000,000
vi.	Executive Council	Above 100,000,000

3.3.4 In furtherance to sections 41 (1 - 3) of the Kano State Public Procurement Law under guidance with the powers of section 8.1(a) a review and threshold of N10,000,000.00 and above has accordingly been set for contract award required to be published online on the e-procurement portal.

3.3.5 Resident Due Process Team (RDPT)

3.3.5.1 There shall be established in every PEs a “Resident Due Process Team” (RDPT) to review, evaluate and make recommendations to the Ministerial/and Special Tenders Board on works and services that fall within the limits stipulated under paragraph 3.3.3 above.

3.3.6 The composition of the Resident Due Process Team is as follows;

- | | | |
|------|--|----------|
| i. | Director, Planning Research & Statistics | Chairman |
| ii. | Deputy Director of Finance & Account | Member |
| iii. | Deputy Director Admin & Gen. Services | Member |
| iv. | Deputy Director of a Tech. Department | Member |
| v. | Representative of Technical staff of the PE with expertise on Public | Member |

Procurement Bureau

- | | |
|--|-----------|
| vi. Deputy Director Plan. Res. & Stat | Member |
| vii. Procurement Officer with relevant knowledge of the article to be procured | Member |
| viii. Head of Procurement Unit | Secretary |

4.0 LOCAL GOVERNMENT PROCUREMENT BOARD

There shall be Local Government Procurement Board in line with the Kano State Local Government Law 2006, which gives Local Government Councils power to build, acquire, hire, furnish or provide buildings for the purposes of transacting the business of the Local government and for public meetings and assemblies. Also a Local Government may enter into any contract necessary for the discharge of any of its functions.

The Procurement Board shall be set up to recommend expenditure exceeding ₦5 Million (which is the limit for the Local Government Councils) then seeks the approval of the State Government through the Commissioner in charge of Local Governments, in accordance with the spending limits contained in the Law (2006) outlined as follows:-

4.1 Local Government Special Ministerial Tenders Board (LGSMTB):- It also oversees various procurement within its threshold and it compose of the following Members:-

- | | | |
|---|---|-----------|
| i. Honourable Commissioner Local Govt. | - | Chairman |
| ii. Chairman of Procuring Local Government | - | Member |
| iii. Chief Personnel Officer of Procuring Local Govt. | - | Member |
| iv. All Directors Min. for Local Govt. | - | Member |
| v. Representative Ministry of Finance | - | Member |
| vi. Representative Ministry of Justice | - | Member |
| vii. Representative Ministry of Planning and Budget | - | Member |
| viii. Representative of Public Procurement Bureau | - | Member |
| ix. Director PRS Ministry for Local Government | - | Secretary |

4.2 The Local Government Council Chairman shall incur expenditure of ₦250,000:00 provided that it shall not be more than four (4) times in a month;

4.3 Notwithstanding, the provisions of *Section 25* of the Local Government law, a Council shall have powers to approve expenditure not exceeding ₦5Million in a month;

- 4.4 The Local Government Procurement Board shall have the power to deliberate and recommend the expenditure above ₦5Million for the consideration and approval of the State Government and the Board shall be at the Ministry for Local Government.

- 5.0 There shall be establishment of the Tenders Boards at all the Local Governments Councils in the State with applicable spending limit as outline above 4.0 (i-ii)

5.2.1 The Local Government Tenders Board is Composed as Follows:

i.	Honourable Chairman	Chairman
ii.	Honourable Vice Chairman	Member
iii.	Supervisory Councillor (s) on concerned procurements	Member
iv.	Director Personnel Management	Member
v.	Heads of Department	Member
vi.	Representative of Public Procurement Bureau	Member
vii.	Representative of Ministry of Justice	Member
viii.	Head of the Procurement unit (Min. for Local Government)	Member
ix.	Head of the Procurement unit of the Local Govt. Council	Secretary

5.2.2 In the absence of the Local Government Chairman, the Vice Chairman shall preside over the meetings as contained in the Kano State Local Government Law 2006.

5.3 LOCAL GOVERNMENT RESIDENT DUE PROCESS TEAM (LGRDPT)

5.3.1 There shall be established in each Local Government a “Resident Due Process Team” (LGRDPT) to review and make recommendations to the Finance and General-Purpose Committee (FGPC), (Local Government Tenders Board) on works and Services that fall within the limits stipulated above.

5.3.2 The composition of the Resident Due Process Team is as follows:

i.	Chief Personnel Officer	Chairman
ii.	Representative of Public Procurement Bureau	Member
iii.	Head of Department (Works)	Member
iv.	Treasurer	Member
v.	Senior Officer of a Technical Department (Where the project in question is relevant)	Member
vi.	Head of Department of Budget, Planning, Res and Stat	Member
vii.	Head of the Procurement Unit of the LGC	Secretary

6.0 EVALUATION OF TENDER/BID BY LOCAL GOVT. COUNCIL

6.1 For the purpose of evaluation, the Local Government Councils shall establish Tender Evaluation Committees (TEC) which shall consist of five members, three of which shall be experienced in procurement. The Committee is expected to carefully evaluate the submissions of the prospective bidders to determine their appropriateness/compliance with the Standard Technical and Financial Requirements.

6.2 In this regard, Local Government Tender Evaluation Committee (TEC) shall consist of:

i.	Local Government Chairman	Chairman
ii.	Representative of Public Procurement Bureau	Member
iii.	Supervisory Councillor from Relevant Department	Member

iv.	Director Personnel Management	Member
v.	Treasurer	Member
vi.	Head of Department (where the project in question is relevant)	Member
vii.	Head of Department of Budget, Planning, Research and Statistics	Member
viii.	Head of Procurement Unit of the Local Govt. Council	Secretary

7.0 Method of Public Procurement of Works, Goods and Services

7.1 The procurement of Works goods and Services by all procuring entities shall be conducted by Open Competitive bidding through;

- i. International competitive bidding;
- ii. National competitive bidding; and
- iii. Local competitive bidding;
- iv. Selective bidding;
- v. Nominative bidding and
- vi. E-procurement.

7.1.1 Open Competitive Bidding means the process by which a procuring entity based on previously defined criteria, effect public procurement by offering to every interested bidder, equal simultaneous information and opportunity to offer the works, goods and services needed;

7.2 A procuring entity may use a method of procurement other than open bidding where participation is limited as permitted by the Bureau and it shall include a statement of the reasons and circumstances on which it related to justify the use of that method;

7.3 Requirements for compliance with Public Procurement Law

7.3.1 The following shall be the key requirements for Public Procurement: -

- a. Advertisement in respect of the articles to be procured;
- b. Pre-qualification Process and criteria must be followed,
- c. Invitation to Tender (Technical and Financial),
- d. Opening of Tender(s)
- e. Bid(s) Evaluation must be carried out, and
- f. Selection of the winner(s).

Details on the specific requirements of the foregoing are provided below: -

7.3.2 Advertisement: - Based on the scope of works and the approved expenditure limit, each procuring entity is required to advertise procurement of contracts, programme and services for prospective contractors/suppliers to submit prequalification of bids.

7.3.2.1 The advertisement shall be in two categories as follows: -

- i. Contracts within the Range of N250,001.00/500,001 – N100,000,000.00 Million This category of contract falls within the jurisdiction of MTB/SMTB and Executive Governor’s limit. It shall, in consideration of local peculiarities, be advertised through the medium of internal memo (notice) which should be pasted conspicuously on the PEs Notice Board or published in the Gazette and Official web site/e-Procurement platform, or by invitation in the case of selective competitive and nominative tendering.
- ii. Contracts above N100 Million: For this category of contracts, the advertisement calling for pre-qualification of contractors shall be made in at least two national dailies or Official Gazette and Official web site/e-Procurement platform.
- iii. Notwithstanding the provision under ii above, international competitive bidding shall be advertise in at least one relevant internationally recognized newspapers.

7.3.2.2 When advertising for pre-qualification of bids, PEs are required to ensure conformity with the standard format which shall be as follows: -

- i. Name and address of the procuring PE
 - ii. Brief description of the object of the procurement, including the desired time for delivery or completion,
 - iii. Scope of Works,
 - iv. Summary of the required qualification criteria,
 - v. Place and deadline for the submission of the application for pre-qualification, and
- i. Date of availability of the pre-qualification of documents should be not less than six (6) weeks from the date of placement of the advertisement

- 7.4** Analysis of Pre-qualification Bid: - Upon collation of submissions from all the respondents to a prequalification advertisement, the PE shall analyse the returns based on the following criteria:

7.4.1 FINANCIAL STATUS ASSESSMENT

- i. Tax status update - 14 marks
 - ii. Turnover in the last three years - 2 marks
 - iii. Access to financial resources - 2 marks
 - iv. Bank reference - 2 marks
- maximum points - 20 marks

7.4.2. RESPONSIVENESS ASSESSMENT

- i. Method statement-3 marks
- ii. Compliance with requirement for submission -5marks
- iii. Program of works - 5marks
- iv. Professional staff provided- 9marks
- v. Status and evidence of equipment provided - 6 marks
- vi. Company incorporation and ownership - 2 marks
- vii. Total points 30 marks

7.4.3 TECHNICAL PROPOSAL ASSESSMENT

- i. Previous experience 20 marks
 - ii. Team organisation -3 marks
 - iii. Mobilization schedule and site organisation -5 marks
 - iv. Construction schedule -5 marks
 - v. Plant and equipment schedule-7 marks
 - vi. Quality of professional staff -10 marks
- Total points 50 marks

Consequent upon the above, any contractor or firm who scored 70% and above will be considered to have qualified for selection/recommendation. However, upon request, unsuccessful firms should be communicated stating the reasons for the disqualification.

7.5 Bidding Process:-

7.5.1 (Invitation to Tender) Arising from the evaluation procedure highlighted above 7.4, the PEs shall immediately print and paste the list of successful bidders who attained the benchmark. The successful bid will be considered eligible for the issue or purchase of invitation Forms to tender.

7.5.2 The tender documents shall be in the standard format describing the goods or works to be undertaken. For the process to be transparent, it must contain sufficient information to facilitate fair competition among the bidders. Furthermore, the tender documents shall be returned not later than two (2) weeks from the date of issue. In the case of turnkey projects however, it shall be a minimum of four (4) weeks.

7.5.3 The period of validity of the tender shall be as specified in the Tender Documents, but may be extended by the procuring entity when the need arise.

7.5.4 Notwithstanding the validity period, the Bidders may modify or withdraw their Bids prior to the opening.

7.6 Opening of Tender Documents: - The opening of Tenders/Bids shall take place immediately after the closing period as stated in the Advertisement and shall also be conducted openly in the presence of stakeholders and interested members of the society.

7.6.1 A Bid may be rejected prior to the acceptance or cancellation of the procurement Proceedings, in public interest without notice and no claims of liabilities from the Bidders shall be entertained.

7.6.2 Procuring entity may ask a firm for clarification of its Bid submission in order to assist in the examination, evaluation and comparison with other Bids. However, changes in prices and substance in a Bid and changes to make an irresponsive Bid responsive shall not be acceptable. Notwithstanding the above, the Procuring entity may correct arithmetical errors that are discovered during the examination of the tenders and immediately communicate to the Bidder. A major deviation

may lead to the rejection of the Bid, while a minor one could also be rejected if the affected firm failed to offer satisfactory clarification.

7.7 Evaluation of Tender: - For the purpose of evaluation, PEs shall establish a Tender

Evaluation Committee (TEC) which shall consist of five members, (three of which shall be experienced in procurement). The Committee is expected to carefully evaluate the submissions of the prospective bidders to determine their appropriateness/compliance with the standard Technical and Financial requirements.

7.7.1 Selection of Winner(s) :- The process of selecting a winner is critical to the procurement compliance procedure. Accordingly, PEs are required to ensure strict adherence to the rules in determining the winner of a particular project/works among the array of prospective Bidders. The process must be transparent and the results/decisions conveyed in a manner that will be seen as being transparent. Based on the global Best Practice in public sector procurement, the lowest responsive Bidder in the evaluated tender cost is most often considered the winner.

7.7.2 Notwithstanding the provision of the above and for the avoidance of doubt, the selected bidder needs not to be the lowest cost evaluated bidder provided the procuring entity can show good grounds derived from the provision of the Kano State Public Procurement Law to that effect.

7.7.3 Having determined the winner, the PE is then required to prepare a comprehensive report on the exercise. The report should specify the winner and forward the outcome in a report frame to the PPB for Compliance Review Certification. This requirement (No Objection certification) is a pre-requisite to the actual award of the contract.

Disqualification

7.7.4 A procuring entity shall disqualify a bidder who submits documents containing false information or forged documents for the purpose of qualification at any stage. Such disqualification shall be published in the State Official Gazette and/or Online.

8.0 Role of Public Procurement Bureau: - The PPB shall ensure that PE's meet the requirements mentioned in paragraph 7.0 above

8.1 Requirements for Public Procurement Bureau (PPB) Review Certification (No Objection): - Further to the processes stated above, procuring entities are required to submit their outcomes to the PuP Bureau for professional assessments and evaluation. The required documents expected in the outcome should include among others the following: -

- i. Contract Drawings and Engineering Designs,
- ii. Brief on proposed project where design may not be needed e.g. **rehabilitation/renovation works or program like the Mass Food Production,**
- iii. Bills of quantity / Estimates (if any),
- iv. Other Related Technical Documents e.g. **special and ordinary conditions of contract,**
- v. In-house/Engineers' Cost Estimates,
- vi. Evidence of advertisement as appropriate,
- vii. Prequalification exercise, in the criteria for short listing the pre-qualified bidders,
- viii. Prequalification evaluation report,
- ix. Evidence of invitation to tender sent to all pre – qualified bidders and Tender returns,
- x. Tender evaluation report and analysis of the financial bids submitted by all the pre-qualified bidders,
- xi. Tender evaluation reports showing Due Process Compliance,
- xii. Bid Bond (Bid Security).

8.2 Procedure for Public Procurement Compliance Review: - The Public Procurement Compliance Review is essentially meant to establish compliance with public procurement procedure at PE level by a third party. It is therefore, a mechanism cover designed to further enhance the level of transparency required under KSPP Law.

8.3 At this junction of the exercise, the Procurement Department of the PPB shall carry out a revalidation exercise to establish compliance with the following: -

- i. Contract Awarding Process
- ii. Recommendation of the Right Winner to a Contract
- iii. The In-house Cost of the Contract.

8.3.1 Proper Contract Awarding Process: - In reviewing the report of an PE on a particular Project for the purpose of certification, the PPB shall pay special attention to the appropriateness or otherwise of the contract awarding process by PEs. In other words, the Bureau shall establish that the PE and the report on a particular project, meets the procedure/rule governing pre-procurement planning, advertisement and evaluation As contained in the KSPPL.

8.3.2 The Right Winner to a Contract: - The right winner to a contract is that bidder, who is pre-qualified, technically, financially and evaluated, and found to have conformed to approve rates of public sector procurement in the state.

8.3.3 The Right Cost of the Contract: - The right cost of a contract is that amount which is competitively determined through proper bidding process using rates derived from state, national, or international price benchmarks. The appropriate rates for works, (especially those affecting manufactured products), could be obtained/ascertained from Price Data Banks in the World Wide Web i.e. the Internet. In the review process, the PPB will verify the rates applied to arrive at the cost of a project. This is done in order to ensure that Government pay the appropriate cost for contract(s).

8.4 Draft Procurement Review Report (DPRR):- Draft Procurement Review Report (DPRR) is the evaluation/scrutiny of the report submitted by an PE on a particular project or works by the PPB. The DPRR contains the findings and outcomes, including any other observation considered relevant or incidental to the Procurement. The report is forwarded to the PE for observations, comments and/or further appropriate action.

8.4.1 Right of Reply by PE s and Departments: - As part of measures to eliminate arbitrariness and further promote the doctrine of positive engagement of all stake holders on a project or works, PE's are required to

respond to any observation raised by Public Procurement Bureau in the draft report mentioned in paragraph 8.4 above within one week. Such response must be in writing and accompanied by any additional information/document.

8.4.2 Upon receipt of a reply to 8.4.1 above, the Bureau shall within the shortest possible period, arrange stakeholders meeting in which officials of the PE concerned shall attend to discuss the findings.

8.4.3 The Procurement Review Report: - The content of Draft Procurement Process Review Report is as follows:

- i. Introduction,
- ii. Background,
- iii. Project description,
- iv. Project benefits,
- v. Review of project planning process,
- vi. Project preparation,
- vii. Implementation planning,
- viii. Review of project procurement process,
- ix. Procurement background,
- x. Tender advertisement,
- xi. Tender returns/opening,
- xii. Evaluation of bids,
- xiii. Commercial proposal (where applicable),
- xiv. General evaluation,
- xv. Findings,
- xvi. Procurement compliance test, and
- xvii.** Conclusions.

8.4.4 Out Comes of a Procurement Compliance Review: - There are three possible outcomes at the end of a Compliance Review exercise as follows:

8.4.4.1 Outcome A

If at the end of the Compliance Review exercise the findings indicated that all the defined rules of public contracting were duly complied with by the Procuring entity, the Procurement Review Report shall contain recommendation for the issuance of No Objection Certificate which will pave way for the award of a contract.

8.4.4.2 Outcome B

If the Procurement Review Report indicated non-compliance, the PPB shall withhold the No Objection Certification and advise the PE to review its processes accordingly.

8.4.4.3 Outcome C

Where the cost quoted by an emerging winner in a proper contract process is higher than the fair market cost, the issuance of a No Objection Certificate for Award shall be made conditional subject to the alignment of the cost. In such circumstance the adjudged winner shall be advised, through the procuring entity, to realign the cost on offer to the Compliance Review Estimated Cost. However, if such a winner declines, the offer shall be made to the second least bidder. In the event of an impasse involving all the bidders declining the offer, the PPB may advise the PE to cancel the exercise and to re-advertise.

8.4.5 Meeting during the Review Process: - In the course of the Procurement process review, the bureau and procuring entity the spending units shall meet as often as necessary to resolve contentious issues that will help in making the best decision and securing the best outcome for the State Government public expenditure management.

9.0 The Role of Bureau on the application of Public Procurement Process: - The Bureau shall perform the following functions: -

- i. Monitor Tender and Bidding processes in all the State PEs to ensure compliance with approved standards;
- ii. Liaise with other relevant Due Process units at PE levels to ensure they operate procurement within the ambit of the streamlined rates/practices;
- iii. Promote professional ethics and the doctrine of Best Practice in Public sector Procurement/Works through observance of deviation and report same to the relevant authorities for appropriate remedy;
- iv. Monitor prices of tendered items and provide price database advisory services to guide procurements,
- v. Procurement audit
- vi. Free consultancy services to PEs on projects and procurement;
- vii. Document and monitor State Government projects from inception to completion;
- viii. Capacity building of procurement personnel and development of systems and standards in the public sector;
- ix. Public enlightenment on public procurement issues; and
- x. Advise Government on the status of its procurement in relation to the annual appropriation. Compare with section 13

10.0 REQUIREMENTS FROM PE'S AFTER THE AWARD OF CONTRACT: -
PEs are required to submit the under listed documents to the PPB for registration of approved Projects: -

- i. Government approval of Contract
- ii. Letter of contract award
- iii. Letter of acceptance of contract
- iv. Contract Agreement
- v. BOQ or BEME
- vi. Design and or Drawing
- vii. Conditions of Contract
- viii. Contract Specifications
- ix. Advance Payment Guarantee (APG)
- x. All risk Insurance
- xi. Program of Work
- xii. Performance Bond (as applicable)
- xiii. Evidence of Site handing over and or possession of Site by the Contractor

10.1 In addition to provision of the above paragraph 10.0 above, and where an “Advance Payment Guarantee” has been submitted, a mobilization fee of not more than 20% or any other amount determined by government (the mobilisation) may be paid to the Contractor or supplier. Payment above 20% shall be made to Contractor or Supplier on special request subject to the following: -

i. In all cases of State Competitive Bidding submission of an unconditional Bank Guarantee or Insurance Bond issued by an Institution acceptable to the procuring entity shall be submitted. However, Bank Guarantees are currently more acceptable than Insurance Company Bond.

ii In the case of International Competitive Bidding an unconditional bank Guarantee issued by a Banking Institution acceptable to the PE. Once a mobilization fee has been paid to a supplier or Contractor, no further payment shall be made to the supplier or contractor without an interim performance certificate issued in accordance with the contract agreement.

iii. The provision of performance Guarantee shall be a precondition for the award of any procurement contract upon which any mobilization fees is to be paid, provided such fees shall not be less than 10% of any contract value or an amount equivalent to the mobilization fees requested by the Supplier or contractor, whichever is higher.

iv. Progress Report certificate should not be entertain when the A.P.G. has expired.

v. Advance payment (Mobilisation fee) exceeding 20% is at the discretion of the Government.

10.2 Delayed Payment on processed Payment Certificate(s)

All certified invoices, valuation certificate, confirmation or authentication by PEs for payment shall be settled within 60 days of submission of such documents. Therefore, any payment that remain outstanding for more than 60 days shall be considered a delayed payment.

11.0 PROCUREMENT THROUGH DIRECT LABOUR (FORCE ACCOUNT) :-

Direct labour or force account is a process whereby, PEs carryout activities including planning, design, construction of a project and/or procurements of goods directly.

11.1 Conditions for Direct Labour :- Direct labour shall be applied under the following situations/conditions:

- i. The job/procurement is of emergency nature, and cannot therefore stand the elaborate requirement of procurement procedure,
- ii. The PE has the requisite skill, knowhow and it may hire other necessary skill /equipment where the need arises to execute the work/procurement, and
- iii. Using the in-house team is at least as economical (if not economically better) as using contractors.

11.2 The Requirements of operating the Direct Labour Procurement: - The requirement for operating Direct Labour procurement are as follows:-

- (a) Must include detailed written proposals.
- (b) The proposal shall address all of the items under paragraphs and above and
- (c) It shall be supported with the following: -
 - i. Alignment of project with strategic and sectoral priorities,
 - ii. Technical and economic appraisal of the project,
 - iii. Financing, procurement and implementation plans,
 - iv. Project appraisal including processes etc.
 - v. Project design, estimation (Bill of Materials & labour) and construction/work plan,
 - vi. Technical specification of goods to be procured, cost estimate and schedule of procurement, and
 - vii. Budgetary provision against which the procurement is to be made.

11.2.1 Where PEs have to operate Direct Labour procurement, they shall obtain current prices of goods and services from the PPB which shall be as contained in the Approved Kano State Government Harmonize Rates.

11.3 Proposal Review by the Resident Team (RPT): - The requirements of Direct Labour Procurement (DLP) once assembled should be passed to the RDPT for verification as should normally be done on contract procurements. The RDPT is required to with outmost expedience issue its recommendations or no objection to the Chief Executive of the PE for his approval and subsequent implementation by the proposing Department. Where the Chief Executive approves, the implementing department shall ensure cost and appropriate record keeping.

11.3.1 Any Direct Labour works executed without the prior approval of the Chief Executive shall not be eligible for payment.

12.0 PROCUREMENT OF CONSULTANCY SERVICES: - A procuring entity shall procure consultancy services using the International Competitive, National Competitive, Restricted Competitive, Single-Source, Nominative competitive and local Selection methods. It is the process of securing services by PEs which are precise and ascertainable insert section 73. Under the situation, the following procedure shall be adopted before the award of the contract: -

- a. It shall solicit for expression of interest or application to pre-qualify to provide the service by a notice in the State Gazette, Notice Board, State Print, Electronic Media By invitation and or at least two National dailies /Procurement Journal.
- b. where the value of the services to be provided is less than Fifty Million Naira (N50,000,000) or with the approval of the Bureau, of such a low value that only local consultants would be interested, the procuring entity may without placing any notice request at least three (3) and not more than ten (10) consultants or service providers to make proposals for the provision of the
- c. Where the value of service is less than One Million Naira or with approval of the Bureau, the procuring entity may without placing any notice request at least three and not more than Ten consultants or service providers to forward a proposal for providing the service in a format stipulating: -
 - i. A statement of qualification of the consultant to provide the service

- ii. A statement of understanding of the procuring entity's need
- iii. The methodology of providing the service;
- iv. The time frame for providing the service; and

12.1.1 The procuring entity shall procure the service of consultants by soliciting for expression of interest by publishing a notice to that effect in two (2) national newspapers and the procurement journal.

12.1.2 A procuring entity may make direct requests to a limited number of consultants requesting proposals for the provisions of a service if:-

- i. The services are only available from no more than 3 consultants;
- ii. The time and cost required to examine and evaluate a large number of proposals would be disproportionate to the value of the services to be performed provided that it invites enough consultants to ensure transparent competition; or
- iii. It is in the interest of national defense and security or similar reasons of confidentiality.
- iv. A procuring entity shall provide adequate information to every consultant request to submit proposals. A consultant shall be allowed to request for clarification on the request may be made public within a reasonable time to be specified
- v. A procuring entity shall give not less than 30 days between the issue of the notice or request and deadline for submission. This is to allow for sufficient time for the preparation and submission of the requested proposals.
- vi. Technical and financial proposals shall be submitted simultaneously but in separate envelope. The technical proposals shall be opened for evaluation whilst the financial proposals shall remain sealed and kept in a secure bid – box until they are opened publicly.

12.2 GENERAL SELECTION PROCEDURE OF PROPOSALS

The procuring entity shall select the successful proposal by either choosing the;

- a. Lowest evaluated price, or
- b. Best Combine evaluation in terms of the general criteria set out in the request for proposal (RfQ) and the price quoted.

12.3 SUCCESSFUL PROPOSAL shall be;

- a. The proposal with best combine evaluation in term of the criteria established and the price in the case of Quality and Best Cost Selection (QBCS).
- b. The proposal with lowest price in the case of least cost selection (LCS); or
- c. The highest ranked technical proposal within the budget.

Where the Procuring Entity select to make a Quality Based Selection QBS based on consultant qualification or single source selection, it shall engage in negotiation with consultant.

13.0 SPECIAL AND RESTRICTED METHOD OF PROCUREMENT: - The procuring entity shall engage in procurement follows: -

- a. where it is not feasible for the procuring entity to formulate detailed specifications for the goods or works or in the case of services, to identify their characteristics and where it seeks tenders, proposal or offers on various means of meeting its needs in order to obtain the most satisfactory solution to its procurement needs.
- b. Where the character of the goods or works are subject to rapid technological advances; where the procuring entity seeks to enter into a contract for research, experiment, study or development, except where the contract include the production of goods in sufficient quantity to establish their commercial viability or recover research and development costs, where the procuring entity apply this Law on Procurement concerned with National Security and determines that the selected method is the most appropriate method of procurement; where it is in the public interest that the procurement should be confidential, and restricted bidding is required to maintain confidentiality;
- c. Perform for better understanding where the tender proceeding have been utilized but were not successful or the tenders were rejected by the procuring entity under an open competitive bid procedure and procuring entity considers that engaging in new tendering proceedings will not result in the procurement contract; or
- d. where there is an urgent need in the public interest for the subject matter of the procurement, whether arising from the occurrence of a catastrophic event or otherwise, making it impractical to use any such other competitive method of procurement because of the time involved in using any such other method.

- 13.1 Subject to the approval of the Bureau, a procurement entity may engage in procurement by means of restricted bidding where: -
- a) The goods, works or services to be procured are, by reason of their highly complex or specified nature, available from a limited number of suppliers;
 - b) The time and cost involved in considering a large number of bids would be disproportionate to the estimated value of the procurement;
 - c) Given the nature of the procurement, it is in the public interest that the procurement should be confidential, and restricted bidding is required to maintain confidentiality.
 - d) where there is an urgent need in the public interest for the subject matter of the procurement, whether arising from the occurrence of a catastrophic event or otherwise, making it impractical to use any such other competitive method of procurement because of the time involved in using any such other method.
- 14.0 The provision of this Manual as regards the process for open competitive bidding shall apply to the two-stage tendering proceedings except to the extent that those provisions vary from this section.
- 14.1 The required invitation documents of the two stage tendering as follows: -
- a. Shall invite suppliers or contractors to submit in the first stage of two-stage tendering proceedings initial tenders which contain their proposal without tender price, and
 - b. May solicit proposal that relate to technical quality or other characteristics of the goods, works or services as well as contractual terms and condition of supply and may stipulate the professional competence and technical qualification of the suppliers or contractors.
- 14.1.1** In the first stage of two-tender stage process, the procuring entity may engage in negotiations with any supplier(s) or contractor(s) whose tender has not been rejected under an open competitive bidding procedure with respect to any aspect of its tender.
- 14.1.2** In the second stage of two-tender proceedings the procuring entity:-
- a. Shall invite suppliers or contractors whose tenders have not been rejected to submit final tenders with price on a single stage of specification;

- b. May in formulating the specifications delete or modify any aspect of the technical or quality characteristics of the goods, works or services to be procured together with any criterion originally set out in these documents evaluate and compare tenders for the purpose of selecting the successful ones;
- c. May add new characteristic or criteria that conform with this manual;
- d. If a procuring entity deemed it appropriate to delete, modify or make addition to a contractor's proposal, such a procuring entity may communicate to the contractor or supplier to submit firm tender accordingly;
- e. May permit a supplier or contractor who does not wish to submit a final tender to withdraw from the tendering proceedings

14.1.3 The final tenders shall be evaluated and comparison be made in order to ascertain the successful tenders as defined in an open competitive bid.

14.2 **Restricted Tendering:** - Subject to the approval by the Bureau, a procuring entity may for reasons of economy and efficiency engage in procurement by means of restricted tendering if;

- a. The goods, works or services are available only from a limited number of suppliers or contractors;
- b. The time and cost required to examine and evaluate a large number of tenders is disproportionate to the value of the goods, works and services to be procured, or
- c. The procedure is used as an exception rather than the norm.

14.2.1 Where a procuring entity wishes to engage in restricted tendering and where:

- a. The goods, works and services are available only from a limited number of suppliers or contractors, **it shall invite tenders from all the suppliers and contractors who can provide the goods, works and services;** and
- b. The time and cost required to examine and evaluate a large number of tenders is disproportionate to the value of the goods, works and

services **it shall select in a non-discriminatory manner the number of suppliers or contractors to ensure effective competition.**

14.3 Request for Quotation (RfQ): - A procuring entity may carry out procurement by requesting for quotations from reputable suppliers or contractors where the value of the goods or works to be procured does not exceed the sum set in the Procurement Regulations. Generally, quotations shall be obtained from unrelated contractors or suppliers.

14.3.1 Selective Competitive Tendering: A procuring entity may carry out procurement by means of selective competition from restricted or selected list of pre-qualified contractors in the State, identified to possess the required Technical and Financial capacities and are well experienced in the type of project under consideration. The procedure starts with an invitation to at least three (3) but not more than five (5) companies to bid for the contract. When this type of tendering is to be applied a contract value is between ₦30Million to ₦100 Million. (Subject to approval by Executive Council)

14.3.2 Selective and Nominative Tendering: Shall be applied at Local Government Councils in contracts with value up to N1Million (while those above 1m – 5m through Nominative Tendering, while those between N1.0Million to N5.0Million should be through Competitive Selective Tendering Similarly, contract within the Threshold of the Local Government Council chairman and Local Government Councils as provided in the Local Government Law (2006) should also be through competitive selective tendering.

14.3.3 Nominated Tendering: A Procuring entity may nominate a single contract or to award a contract for projects value below N30Million, the nominated contractor has to be reliable, experienced in the field and very competent. . (Subject to approval by Executive Council)

14.3.4 Each contractor or supplier from whom a quotation is requested shall:-

- a. Be informed whether any factor other than the charges for the goods, works and services themselves such as any applicable transportation and insurance charges, custom duties and taxes are to be included in the price; and
- b. Give only one quotation and shall not be allowed to change or vary the quotation.

14.3.5 No negotiation shall take place between a procuring entity and the contractor or supplier with respect to a quotation.

14.3.6 The procurement shall be awarded to the qualified contractor or supplier that gives the lowest price and responsive quotation.

14.3.7 Where the total value of the procurement is not more than the sum that shall be set in the Regulations, the procurement entity may not obtain the Bureau's approval.

15.0 CODE OF CONDUCT FOR PUBLIC PROCUREMENT

15.1 The Bureau shall, with the approval of the State Council, stipulate a code of conduct for all suppliers, contractors and service providers with regard to acceptable standards and conduct in matters involving the procurement and disposal of public assets.

15.2 The conduct of all persons involved with Public Procurement, whether as official of the Bureau, a procuring entity, suppliers, contractors or service providers shall at all times be governed by the principles of honesty, accountability, transparency fairness and equity.

15.3 All persons in whose hands public funds may be entrusted for whatever purpose should bear in mind that its utilization should be judicious.

15.4 Where a transaction involves the disposal of assets, the principles of honesty, accountability, transparency, fairness and equity shall continue to apply to the same extent as where it involves procurement.

15.5 These principles shall apply at all times, particularly when:

- a. Making requisition for or planning for procurement;
- b. Preparing solicitation documents;
- c. Receiving offers in response to any form of solicitation towards a procurement or disposal;
- d. Evaluating and comparing offers confidentially and objectively;
- e. Protecting the interest of all parties without fear or favour; and
- f. Avoiding all situations likely to render an officer vulnerable to embarrassment or undue influence.

16.0 OFFENCES;

16.1 Any natural person who contravenes any provision of this Law commits an offence and is liable on conviction to a term of imprisonment One to five (1 to 5) years an option of fine from Minimum of N100,000 to N500,000 or Both.

It shall be an offence to:

- i. open or tamper with any sealed Bid or any document required to be sealed divulging their contents prior to the appointed time for the public opening of Bids or other documents.

- ii. delay, without any justifiable cause, the screening for eligibility, opening of bids, evaluation and post evaluation of bids and awarding of contracts beyond the prescribed periods of action provided by this Law or its Regulations;
- iii. enter or attempt to enter into a collusive agreement, whether enforceable or not, with a supplier, contractor or service provider where the prices quoted in their respective tenders, proposals or quotations are or would be higher than what it would have been if there is no collusion between the persons concerned;
- iv. engage in procurement fraud by means of fraudulent and corrupt acts, promises, threats, unlawful influence, undue interest, agreement, corruption, bribery or any other;
- v. directly or indirectly attempting to influence in any manner the procurement process to obtain an advantage in the award of a procurement contract;
- vi. split tenders to enable the evasion of monetary benchmark set;
- vii. engage in bid-rigging
- viii. Alter any procurement document with intent to influence the outcomes of tender proceedings;
- ix. use fake documents or encouraging their use
- x. Will fully refuse to allow the Bureau or its officer to have access to any procurement record; and
- xi. withdraw a bid, after it has qualified as the Lowest Calculated Bid Highest, Rated Bid, refusal to accept an award without just cause or for the purpose of forcing the Procuring Entity to award the contract to another bidder; this shall include the non- submission within the prescribed time, or delaying the submission of requirement such as, but not limited to, Performance Guaranty, preparatory to the final award of the contract.

16.2 Any person whilst carrying out his or her duties as an officer of the Bureau, or any procuring entity which contravenes any provision of this Law and its Regulations commits an offence and shall be liable on conviction to a cumulative punishment of;

- i. a term of imprisonment of five (5) years without option of fine; and
- ii. summary dismissal from government service.

16.3 Any corporate body or firm that contravenes any provision of this Law and its regulation commits an offence and is liable on conviction to a cumulative penalty

of:

- i. being barred from all public procurement for a period not less than ten (10) years; and
- ii. a fine equivalent to the value of the procurement in issue.

16.4 Where a Corporate body or firm is convicted pursuant to subsection (4) of this section, every Director of the Company shall be guilty of an offence and is liable on conviction to a term of imprisonment for not less than three (3) years but not exceeding five (5) years without option of fine unless he or she proves that the offence upon which the conviction was based without his knowledge.

16.5 An alteration pursuant to subsection (20) (h) of this section shall include but not limited to;

- (i) Forged arithmetical correction or calculating
- (ii) Insertion of documents such as a bid or tax clearance certificate which were not submitted at the bid opening and
- (iii) Request for clearance in a manner not permitted under this Law and its regulations.

16.6 Collusion shall be presumed from a set of acts from which it can be assumed that there was an understanding, implicit, formal or informal, overt or covert under which each person involved is reasonably expected that the other would adopt a particular course of action which would interfere with the faithful and proper applications of the provisions of this law.

16.7 Bid rigging pursuant to subsection (2) of this section means an agreement between persons where:

- (a) offers submitted have been prearranged between them; or
- (b) their conduct has had the effect of directly restricting free and open competition, distorting the competitiveness of the procurement process and leading to an escalation or increase in costs and/ or value to the State Treasury.

16.8 For the purpose of subsection (7) of this section, consideration shall be given to a

suspect's ability to control the procurement proceedings or to control a solicitation or the conditions of the contract in question, whether totally or partially, directly or indirectly.

- 16.9 For the purposes of subsections (2), (5) and (8) of this section, it shall be sufficient to prove that reasonable business person has known that his action would result in his company/ form having an undue advantage over the other bidders to the detriment of the State Treasury.
- 16.10 Notwithstanding the provision of Chapter 4 of the Kano state civil Service Rules, civil servants who commit an offence under this law shall be liable for dismissal, termination, deferment of promotion, and debarment from participation in all future procurement in the State as well as withdrawal of code of conduct certificate.
- 16.11 In the case of public office holders, violation of this law, shall be liable to removal from office and or prosecution depending on culpability.
- 16.12 Any firm or corporate body, that contravenes the provision of sub-section (1) of this section, shall be liable for conviction to a term of imprisonment not exceeding one (1) year and or an option of fine which shall be two percent (2%) of the value of the procurement in issue or both.
- 16.13 Where a firm or corporate body is convicted under this section, he shall be punished according to the regulations in this law, barred from Public procurement in the State and withdraw the Code of Conduct Certificate including that of the Director/s of a Company as the case may be.
- 16.14 In the event the complainant wins, he shall be compensated with a work equivalent to that bided for in value or an amount equivalent to anticipated to gain if successfully completed the works.

17.0 Violating any provision of this KSPPL to attempt to circumvent the procedure there-in for the purpose of gaining ascendancy in the procurement process shall be an offence. The under listed, among others are offences in the procurement processes: -

- i. Entering or attempting to enter into a collusive agreement whether enforcement or not, with prices quoted in their respective tenders, proposals or quotations are or would be higher than would have been the case had there not been collusion between the persons concerned.
- ii. To conduct or attempt to conduct procurement fraud by means of fraudulent and corrupt acts, promises, threats, unlawful influence, undue interest, agreement, corruption, bribery or other actions;
- iii. Directly or indirectly attempting to influence in any manner the procurement process to obtain unfair advantage in the award of a procurement contract;
- iv. Splitting of tenders to enable the evasion of a monetary threshold set;
- v. Bid rigging;
- vi. Altering any procurement document with the intent to influence the outcome of a tender proceeding;
- vii. Altering documents or using fake documents or encouraging their use;
- viii. Wilful refusal to allow the Bureau or its officers to have access to any procurement records.

17.1 Notwithstanding the provision of chapter 4 of the Kano state Civil Service rule and the code of conduct for public office holders as contained in the fifth schedule of the Constitution of the Federal Republic of Nigeria 1999 as amended, any person who contravenes the provisions of this manual commits an offence and is liable, upon investigation and establishment of prim facie case for punishment as follows: -

- i. For Civil Servant- dismissal from service, termination of appointment, demotion or debarment from participation from all future procurement in the state or a fine equivalent to the value of the procurement in view,
- ii. Other Public Officers including Political appointees – where Public Office holders other than Civil Servants were adjudge to have contravene or circumvent the provision of manual shall be liable to debarment from participating in the procurement process or from holding any public office depending on their level of culpability.

Appendix

Explanatory Notes on the Due Process

- A1: **Alignment of Project with State Government Strategic and Sectoral Priorities (K SEEDS):** indicate any relevant laws, regulations and guidelines and state whether the proposed project is in harmony with K – SEEDS or budget. Indicate geopolitical spread and position in ministerial priorities. The presence of a project in the Appropriation Act is evidence of compliance with this criterion.
- A2: **Technical and Economic Appraisal of the Project:** Indicate whether a feasibility study has been undertaken or whether one is planned. Include the final report and/or Terms of Reference for the planned work. Indicate whether a financial/economic analysis has or will be conducted. Include the final report and or Terms of Reference for the work. If any of these studies is considered not necessary, provide an explanation.
- A3: **Project Designs:** Include projects designs and drawings, Consultant’s preliminary and tender drawings should be provided where necessary – this is especially important for building and engineering projects.
- A4: **Project and Consultant Engineers Estimates:** Indicate whether the project cost is in line with the consultant/engineers estimate – provide documentation.
- A5: **Financing, Procurement and Implementation:** State the financing option considered, including the Procurement and implementation plans. A project Procurement timetable should be included.
- A6: **Environmental Impact Assessment Report:** Describe in quantitative terms the expected positive or negative environmental impacts of the project. For negative impacts make preliminary proposals for mitigating measures. Provide information on any applicable environmental or social regulations, laws or guidelines. Indicate whether an environmental and social assessment has or will be undertaken. Include final report and/or Terms of Reference for the work. If such a study is considered not necessary, provide an explanation.

- A7: **Operation and Maintenance Manual:** (Operations and maintenance should be provided where required, particularly for plants and machinery).
- A8: **Evidence of Appropriate Packaging:** Identify the packaging agency and arrangements.
- B1: **Evidence of Advertisement for Prequalification:** Indicate whether there was advertisement for contractors prequalification and provide evidence.
- B2: **Prequalification Documents:** Indicate whether prequalification was conducted, and if not, whether post qualification was provided for in the bidding documents. Include copies of prequalification documents.
- B3: **Letter of Invitation to Bid:** Provide copies of letters of invitation to bid for pre-qualified contractors.
- B4: **Bid Documents:** Provide evidence that tender documents have been prepared in line with Kano State Government guidelines/standards. Also provide copy of public advertisement. Including evidence that adequate time was provided to obtain and prepare bids.

Provide evidence that a public bid opening was conducted. How long after the deadline for bid submissions, and who was invited? Indicate whether bid opening procedures followed those specified in the Kano State Government procurement guidelines. What information was read out at the opening ceremony? Provide copies of the Minutes. Provide accurate records of all communications with bidders, before and after the deadline for submissions.

- B5: **Project Designs and Drawings:** Indicate whether project design have been prepared. If so, provide copies – this is especially important for building and engineering projects.
- B6: **Bids Return Sheet:** Provide copies of bids returns sheet duly signed by representatives of Projects Monitoring Bureau, the Executing Agency and the entire bidder present).
- B7: **Bid Evaluation Report:** Provide details of members of Bid Evaluation Committee, indicating qualifications, designation and experience. Provide the basis of criteria for evaluation of bids and indicate how the evaluation criteria were applied, and how successful bidder's qualifications were verified. Provide copies of evaluation criteria and evaluation report. Provide evidence that a market survey was conducted to update

knowledge of prevailing prices that are relevant to the project. Indicate whether contract process is comparable with international experience (where applicable) and with experience in private sector – provide documentation.

- B8: **Evidence of Approval of Selection by Management:** Indicate whether selection was approved by management. And what changes were made by management and Why? Provide copies of Letter of Award of contract
- B9: **Bid Bond:** Indicate whether bid bonds were submitted with bids – provide documentation.
- B10: **Engineers, Consultant or In-House Estimates:** Provide engineer's, consultant or in-house project estimates. Indicate whether these were done before bidding and whether they are comparable to international prices on similar projects in similar countries. (Where applicable)
- B11: **Appropriation/Funding:** Indicate whether there is provision for the project in the relevant appropriation acts. And indicate what efforts were being made to prioritize the project towards securing appropriation for the project up to completion.
- C1: **Policy File:** Provide the Policy file for the project.(Government Policy statements)
- C2: **State Executive Council Approval:** Provide evidence of all the relevant State Executive Council memos and approval for the project.
- C3: **Appropriation/Funding:** Indicate whether there was appropriation for the project in the main or supplementary appropriation acts and also indicate whether – funds have already been released to the executing agency's account.
- C4: **Contract Agreement:** Provide copies of the original contract agreement and all other addendum to the contract such as Bill of Quantities, Bill of Engineering Measurement and Evaluation, etc.
- C5: **Performance Security and Bonds:** Provide Bid Bonds, performance bond, advance payment bond and other bonds as necessary.

- C6: **Evidence of Utilization of earlier Released Funds:** Provide documentation and evidence of funds released. Provide evidence of payment made from these funds.
- C7. **Special Purpose Vehicle (SPV):** It is a legal entity created solely to serve a particular function such as the facilitation of a financial arrangement in creation of a financial instrument. In Private Sector, is usually a subsidiary company with an asset or liability structure and legal status that makes its obligations secure even if the parent company goes bankrupt.

Proposed applicable threshold for the conduct of Public Procurement in Kano State

SN	Method	Works	Remarks
1	Open International Competitive Bidding	₦2.5 billion and Above	Exchange rate and Inflation Reduction of bidding cost Comparative advantage Compliance with section 39(1) and 45(1)
2	Open Domestic/ National Competitive Bidding	₦100 million but less than ₦2.5 billion	<ul style="list-style-type: none"> ✓ In compliance with section 45(2) ✓ Comparative advantage
3	Local Competitive Bidding	Less than ₦100 million	<ul style="list-style-type: none"> ✓ Invitation for bids shall be advertised on the Notice Board, State Procurement Journal and website of the procuring entity in compliance with section 46 (2)
4	Restricted/ Selective/ Nominative International/ National Bidding	₦100 million and above but must be justified through a request for Clearance from the Bureau as well as Executive Governor's Approval	<ul style="list-style-type: none"> ✓ Section 39 (1) a-d ✓ Exceptional reasons such as emergency actions related to a major natural disaster ✓ where there are only a limited number of known suppliers or manufacturers
5	Restricted/ Selective/ Nominative Local Bidding	Less than ₦100 million but must be justified through a request for Clearance from the Bureau	<ul style="list-style-type: none"> ✓ Section 39 (1) a-d ✓ Only a few known sources are available ✓ Advertising would be a waste of time
6	(a) Direct Labour Procurement (b) Emergency Procurement (c) Direct Contracting Method (d) Single Source Procurement	₦100 million and above but must be justified through a request for Clearance from the Bureau as well as Executive Governor's Approval. However, expenditure Less than ₦100 million must be justified through a request for Clearance from the Bureau	<ul style="list-style-type: none"> ✓ Section 40 Sub-section 6 (a-b) ✓ Section 40 Sub-section 7 (a-c) ✓ Section 40 Sub-section 1 (a-c) ✓ Section 42 sub-section 1 (a-d) ✓ Section 42 sub-section 2 (a-b)
9	Shopping/ Quotation Method	Up to ₦5 Million	<ul style="list-style-type: none"> ✓ Readily available off the shelf ✓ Goods of small value ✓ Small value commodities for which specifications are standard ✓ Small value works or services
10	a. Request for Prequalification b. Invitation to Bid	<ul style="list-style-type: none"> ✓ ₦100million and above require calling for pre-qualification 	<ul style="list-style-type: none"> ✓ Section 7.3.2.1 of the Manual ✓ Expenditure above 100million P.E must request pre-qualification from the

		<ul style="list-style-type: none"> and invitation to bid. ✓ Below 100million require calling for invitation to bid 	<ul style="list-style-type: none"> interested bidders. ✓ In compliance with section 45(3) and 46(1-3)
--	--	--	---

Proposed applicable threshold for the conduct of Public Procurement of Goods in Kano State

SN	Method	Goods	Remarks
1	Open International Competitive Bidding	₦1 billion and Above	<ul style="list-style-type: none"> Exchange rate and Inflation Reduction of bidding cost Comparative advantage Compliance with section 39(1) and 45(1)
2	Open Domestic/ National Competitive Bidding	₦100 million up to ₦0.999 billion	<ul style="list-style-type: none"> ✓ In compliance with section 45(2) ✓ Comparative advantage
3	Local Competitive Bidding	Less than ₦100 million	<ul style="list-style-type: none"> ✓ Invitation for bids shall be advertised on the Notice Board, State Procurement Journal and website of the procuring entity in compliance with section 46 (2)
4	Restricted/ Selective/ Nominative International/ National Bidding	₦100 million and above but must be justified through a request for Clearance from the Bureau as well as Executive Governor's Approval	<ul style="list-style-type: none"> ✓ Section 39 (1) a-d ✓ Exceptional reasons such as emergency actions related to a major natural disaster ✓ where there are only a limited number of known suppliers or manufacturers
5	Restricted/ Selective/ Nominative Local Bidding	Less than ₦100 million but must be justified through a request for Clearance from the Bureau	<ul style="list-style-type: none"> ✓ Section 39 (1) a-d ✓ Only a few known sources are available ✓ Advertising would be a waste of time
6	<ul style="list-style-type: none"> a. Direct Labour Procurement b. Emergency Procurement c. Direct Contracting Method d. Single Source Procurement 	₦100 million and above but must be justified through a request for Clearance from the Bureau as well as Executive Governor's Approval. However, expenditure Less than ₦100 million must be justified through a request for Clearance from the Bureau	<ul style="list-style-type: none"> ✓ Section 40 Sub-section 6 (a-b) ✓ Section 40 Sub-section 7 (a-c) ✓ Section 40 Sub-section 1 (a-c) ✓ Section 42 sub-section 1 (a-d) ✓ Section 42 sub-section 2 (a-b)
7	Shopping/ Quotation Method	Less than ₦5 Million	<ul style="list-style-type: none"> ✓ Readily available off the shelf ✓ Goods of small value ✓ Small value commodities for which specifications are standard

			<ul style="list-style-type: none"> ✓ Small value works or services
8	a. Request for Prequalification b. Invitation to Bid	<ul style="list-style-type: none"> ✓ ₦100million and above require calling for pre-qualification and invitation to bid. Below 100million require calling for invitation to bid 	<ul style="list-style-type: none"> ✓ Section 7.3.2.1 of the Manual ✓ Expenditure above 100million P.E must request pre-qualification from the interested bidders. ✓ In compliance with section 45(3) and 46(1-3)

Proposed applicable threshold for the conduct of Non-Consultancy Services (Training, Conferences, Seminars, Examination etc)

SN	Method	Non-Consultancy Services	Remarks
1	Open International Competitive Bidding	₦1 billion and above	<ul style="list-style-type: none"> Exchange rate and Inflation Reduction of bidding cost Comparative advantage Compliance with section 39(1) and 45(1)
2	Open Domestic/ National Competitive Bidding	From ₦50 million but less than ₦1 billion	<ul style="list-style-type: none"> ✓ In compliance with section 45(2) ✓ Availability of the Material within Nigeria
3	Local Competitive Bidding	Less than ₦50 million	<ul style="list-style-type: none"> ✓ Invitation for bids shall be advertised on the Notice Board, State Procurement Journal and website of the procuring entity in compliance with section 46 (2)
4	Restricted/ Selective/ Nominative International/ National Bidding	₦50 million and above but must be justified through a request for Clearance from the Bureau as well as Executive Governor's Approval	<ul style="list-style-type: none"> ✓ Section 39 (1) a-d ✓ Exceptional reasons such as emergency actions related to a major natural disaster ✓ where there are only a limited number of known suppliers or manufacturers
5	Restricted/ Selective/ Nominative Local Bidding	Less than ₦50 million but must be justified through a request for Clearance from the Bureau	<ul style="list-style-type: none"> ✓ Section 39 (1) a-d ✓ Only a few known sources are available ✓ Advertising would be a waste of time
6	(e) Direct Labour Procurement (f) Emergency Procurement (g) Direct Contracting Method (h) Single Source Procurement	₦50 million and above but must be justified through a request for Clearance from the Bureau as well as Executive Governor's Approval. However, expenditure Less than ₦50 million must be justified through a request for Clearance from the Bureau	<ul style="list-style-type: none"> ✓ Section 40 Sub-section 6 (a-b) ✓ Section 40 sub-section 7 (a-c) ✓ Section 40 sub-section 1 (a-c) ✓ Section 42 sub-section 1 (a-d) ✓ Section 42 sub-section 2 (a-b)
9	Shopping/ Quotation Method	Less than ₦5 Million	<ul style="list-style-type: none"> ✓ Readily available off the shelf ✓ Goods of small value

			<ul style="list-style-type: none"> ✓ Small value commodities for which specifications are standard ✓ Small value works or services
10	Expression of Interest (EOI)	₦50 million and Above	✓ Section.....?

Proposed Threshold applicable for the conduct of Consultancy Services

SN	Method	Consultancy Services	Remarks
1	Quality and Cost-Based selection (QCBS)	N100 million and Above	Compliance with sections 74 (a & b) and 75 (1 & 2)
2	Quality Based selection (QBS);	Less than N100 million	Compliance with sections 81 (1 – 8) and 82 (1-4)
3	Consultant Qualifications	Less than N100 million	sections 81 (1 – 8) and 82 (1-4)
4	Least Cost selection	Less than N100 million	section 81 (1 – 8) and section 82 (1-4)
5	Single and Sole Source Consultants	₦100 million and above but must be justified through a request for Clearance from the Bureau as well as Executive Governor's Approval. However, expenditure Less than ₦100 million must be justified through a request for Clearance from the Bureau	section 81 (1 – 8) and section 82 (1-4)
6	Expression of Interest (EOI)	N1 million and Above	sections 81 (1 – 8) and 82 (1-4)
7	Shortlisting without publication of expression of interest	Less than N1 million	sections 81 (1 – 8) and 82 (1-4)

KANO STATE PUBLIC PROCUREMENT BUREAU
(21 Magajin Rumfa Road, Nassarawa GRA Kano)

DUE PROCESS CERTIFICATE FOR PAYMENT
(Sample Job Payment Certificate)

Project Title:

Client:

Consultant :

Contractor:

Contract Sum:

Revised Contract sum :

Revised Contract Sum:

Commencement Date:

Completion Date:

Revised Completion Date:

Approved Interim Valuation No :

Payment Certificate No.:

Date of Valuation:

S/NO	Description	Amount (₦)	Approved (₦)
1	Total Value of Works to Date		
2	Total Value of Variation Order		
	SUB TOTAL		
3	Add: i. Bill No1 ii. Advance Payment iii. Variations of Prices Labor		

	Materials		
	SUB TOTAL		
4	Foreign Exchange adjustment (basic rate)		
5	Add release of retention		
	SUB TOTAL		
6	Deduct advance Repayment		
	SUB TOTAL		
7	Deducted advance Repayment (%)		
8	Gross Amount Payable		
9	Deduct amount previously certified (without VAT)		
10	Amount due to Contractor (without vat)		
11	Add VAT (5%)		
12	Total Retention to date		
13	Total Amount payable		

DIRECTOR, PLANNING, RESEARCH & STATISTICS

PERMANENT SECRETARY

KANO STATE PUBLIC PROCUREMENT BUREAU

(21 Magajin Rumfa Road, Nassarawa GRA Kano)

DUE PROCESS CERTIFICATE FOR AWARD OF CONTRACT

Having satisfied all the Due Process Requirements for the Award of contract for

The Due Process Bureau hereby certify that the Ministry/Department/Agency

is qualified to go into contract with Messrs

For the supply/construction/Rehabilitation of

or services in the area of _____

In the amount of

On behalf of Kano state Government of Nigeria.

Signed Director (PRS)

Permanent Secretary

KANO STATE PUBLIC PROCUREMENT BUREAU
(21 Magajin Rumfa Road, Nassarawa GRA Kano)

FORM 4.1

DELEGATION OF AUTHORITY FORM

Project Name----- RFS No.-----

Contract No. ----- Date -----

To: & Client, Contractor &

This is to inform you that during my & type of leave & leave from & leave starts at & to & Leave ends at &, Mr. -----shall have the authority to sign all correspondence issued from this office, in the capacity of the & Engineer or Engineer’s representative &

A sample of his signature is given hereafter for your information.

Sample of temporary
Authorized person’s signature

Regards.

& The Engineer or Engineer’s Representative &

Cc: & Engineer’s Representative or Engineer respectively

KANO STATE PUBLIC PROCUREMENT BUREAU
(21 Magajin Rumfa Road, Nassarawa GRA Kano)

FORM 9.1

ORDER TO COMMENCE

Project Name----- RFS No.-----

Contract No. ----- Date -----

The Client -----

The Engineer: -----

The Contractor: -----

To The Contractor

In accordance with Clause 41 of the conditions of Contract, we, the Engineer, hereby order you, the contractor, within the period named in your Tender of receipt of this order, to commence the works on the Site and thereafter to proceed with the same with due expedition, in accordance with the approved programme, and without delay except as may be expressly sanctioned by ourselves or be wholly beyond your control.

With this order you are granted, for the purpose of the Contract only, possession of & *part or whole-choose either* & of the Site to enable you to commence and proceed with the construction of the works in accordance with the approved programme.

& In case part of the Site is used, add &

The areas of the site presently expressly excluded from your possession will be released into your possession from time to time in accordance with the approved programme.

For the Engineer
Signature

The Project Director

Name

KANO STATE PUBLIC PROCUREMENT BUREAU
(21 Magajin Rumfa Road, Nassarawa GRA Kano)

FORM 10

SITE INSTRUCTION

Project Name----- RFS No.-----

Contract No. ----- Date -----

The Client -----

The Engineer: -----

The Contractor: -----

To The Contractor

Subject: -----

You are herewith instructed to carry out the following:

This site instruction was issued within the limitation of the authority vested in the Engineer's Representative according to the Condition of the Contract and nothing contained in this instruction shall constitute a variation in the Contract sum or duration.

Issued by ----- Received by -----

Status..... Status.....

Approved by

Status

KANO STATE PUBLIC PROCUREMENT BUREAU
(21 Magajin Rumfa Road, Nassarawa GRA Kano)

FORM 11.3

**APPROVAL OF VARIATION ORDER
INITIATION**

Project Name----- RFS No.-----

Contract No. ----- Date -----

The Client -----

The Engineer: -----

To The Contractor

Subject: -----

Reference is made to your Initiation of Variation Order form No. concerning the above mentioned subject.

Kindly note that the Engineer approves/does not approve the initial varied work.

& If approved: add &

Please proceed with the matter and inform the contractor of our intention. A formal Order to Commence will be issued to the contractor as soon as the Employer's approval is secured.

For: The Engineer / ER: -----

Cc: MCC

KANO STATE PUBLIC PROCUREMENT BUREAU
(21 Magajin Rumfa Road, Nassarawa GRA Kano)

VARIATION ORDER FORM

FORM 11.5

EMPLOYER’S APPROVAL ON VARIATION ORDER

Project Name----- RFS No.-----

Contract No. ----- Date -----

The Client -----

The Engineer: -----

The Contractor: -----

To The Employer

Subject: -----

Kindly find attached a Variation Order form for the above mentioned subject for your review and signature. The engineer shall issue this variation order as per Clause 51 of the Condition of the Contract, following your approval. The time and cost impacts stated in the attached form have been calculated in accordance with Clause 52 of the condition of the contract.

Thank you.

For: the Engineer Representative -----
(Project Director)

Cc: MCC

KANO STATE PUBLIC PROCUREMENT BUREAU
(21 Magajin Rumfa Road, Nassarawa GRA Kano)

FORM 13.1

Project Name----- RFS No.-----

Contract No. -----

The Client -----

The Engineer: -----

The Contractor: -----

INSPECTION REQUEST

To: The Engineer’s Representative Request No. -----

From: ----- Date:

Request to check the following works:

These works shall be ready by ----- Time ----- and ----- Date -----

The works involve the following trades:
 (tick more than one – if required)

- Civil Architectural
- Electrical Mechanical
- Others (Specify -----)

Signed for Contractor ----- Subcontractor(s) involved -----

Name: ----- 1. Name: -----Signature -----

Signature: ----- 2. Name: -----Signature: -----

3. Name: -----Signature: -----

INSPECTION REPORT

Inspected by: ----- Position: -----

Date & time of Inspection: -----

Report: -----

Date the Works are:

Approved

Approved as noted

Rejected

Engineer's Representative Comments:

Signature: -----

Date: -----

KANO STATE PUBLIC PROCUREMENT BUREAU

(21 Magajin Rumfa Road, Nassarawa GRA Kano)

FORM 17.4

VALUATION OF MATERIALS ON SITE AS ON -----
FOR INTERIM CERTIFICATE NO. -----

Project Name: -----				
Project No. -----			Date: -----	
Client: -----			Contractor: -----	
MATERIALS	QUANTITY	UNIT	RATE (1)	AMOUNT
TOTAL				

(1) Or Invoice price

Date: -----

Engineer's Representative

KANO STATE PUBLIC PROCUREMENT BUREAU
(21 Magajin Rumfa Road, Nassarawa GRA Kano)

FORM 7.1

ISSUANCE OF DOCUMENTS

Project Name----- RFS No.-----

Contract No. ----- Date -----

The Client -----

The Engineer: -----

The Contractor: -----

To The Contractor

Subject: -----

In accordance with Clause 6.1/6.3/7.1 * of the Contract Conditions, find herewith two copies of the following revised/additional/contract* documents of the above mentioned project for your use and necessary action.

- Attachments:
- Drawing
 - Specifications
 - B.O.Q
 - Others (specify -----)

Details of Attachments:

Document No.	Title	Drawing type	
		Blue Print	Transparency

*Cancel unapplicable clause or word
For the Engineer

----- **(Project Director)**

KANO STATE PUBLIC PROCUREMENT BUREAU
(21 Magajin Rumfa Road, Nassarawa GRA Kano)

FORM 18.1

FOR OF CONTRACTOR’S UNDERTAKING

Project Name : -----
 Contract No. -----
 The **Client** : -----
 The **Engineer** : -----
 The **Contractor**

UNDERTAKING

We hereby undertake to finish with due expedition on or before the dates set forth by the Engineer any outstanding work on the snag list during the Defects Liability Period for a substantial part of the Permanent works, namely ----- which has been both completed and, otherwise than as provided for in the Contract, occupied or used by the Employer according to clause 48.2(b) or any outstanding works found during our search, to be caused by defect, shrinkage or other faults on our part, which appear at any time prior to the end of the Defect Liability Period according to Clause 50.1

For
 THE CONTRACTOR:-----

KANO STATE PUBLIC PROCUREMENT BUREAU*(21 Magajin Rumfa Road, Nassarawa GRA Kano)***FORM 18.8****PARTIAL TAKING – OVER CERTIFICATE**

Whereas by letter reference ----- dated ----- the contractor has notified the Engineer that a substantial part of the Permanent works, namely ----- has been occupied or used by the Employer prior to completion and has undertaken to finish any outstanding works with due expedition during the Defects Liability Period, has requested the issue of a Taking – Over Certificate for the said part of the works in accordance to clause 48.2 (c) of the Contract Conditions.

THE ENGINEER HEREBY CERTIFIES that upon his inspection of the works on -----, he has found that the said part of the Permanent Works has been occupied or used by the Employer prior to completion on the date of -----,

The Contractor shall carry out outstanding works on the attached list of incomplete or defective works on or before the dates given in the list and any other defective works that may be found during the Defect Liability Period in accordance with clause 50 of the Contract Conditions. Failure on the contractor's part to carry out these works on the said dates shall entitle the Employer to apply the provisions of Clause 49.4 of the Contract Conditions.

For
THE ENGINEER

(Project Director)

KANO STATE PUBLIC PROCUREMENT BUREAU
(21 Magajin Rumfa Road, Nassarawa GRA Kano)

MINUTES OF MEETING

PROJECT TITLE

TYPE OF MEETING

Time: -----

Venue: -----

ATTENDANCE:

S/N	NAME	DESIGNATION/ORGANIZATION

APOLOGY:

S/N	NAME	DESIGNATION/ORGANIZATION

ABSENT

- 1.
- 2.

AGENDA:

- 1.
- 2.
- 3.

ACTION SHEET

S/N	DELIBRATION	ACTION BY

 CHAIRMAN
 SECRETARY

KANO STATE PUBLIC PROCUREMENT BUREAU
(21 Magajin Rumfa Road, Nassarawa GRA Kano)

CONSTRUCTION OF SIGN BOARD



KANO STATE GOVERNMENT

DIFIC

PROJECT TITLE

CONTRACTOR

Contractor : -----

CLIENT

SCHEDULE OF CONDITIONS
OF
BUILDING/ ENGINEERING CONTRACT

Between
The Honourable commissioner/Managing Director
Ministry/Directorate/Agency

CONTRACT AGREEMENT

Kano State of Nigeria
Acting for and on behalf of
The Government of Kano State of Nigeria

And

ISSUED BY THE MINISTRY/DIRECTORATE/AGENCY
KANO STATE OF NIGERIA

Date-----

ARTICLE OF AGREEMENT made on theday of20...., between the
Commissioner for works, Housing & Transport, Kano State of Nigeria, acting for and on behalf
of the Government of Kano State of Nigeria (Hereinafter called the 'Employer') of the one part
and -----

of (or whose registration office is situated at)

(Hereinafter called the 'Contractor') of the other part. WHEREAS the Employer is desirous of carrying out the

.....

(Hereinafter called the 'Works') at

.....

And has caused Drawings and Particular Specifications showing and describing the work to be done to be prepared by or under the direction of Director -----: AND WHEREAS the drawings Listed in the Particular Specifications and the Particular specifications have been signed by or on behalf of the parties hereto: AND WHEREAS the contractor has agreed on the cost estimate of the sum which will require for carrying out the work:

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. For the consideration hereafter mentioned the Contractor will upon and subject to the conditions annexed hereto execute and complete the Works shown upon the Drawings and described by or referred to in the Bill of Engineering Measurements and Evaluations and Conditions/Specifications of Contract for said works.

2. The Employer will pay to the Contractor the sum of -----

(Hereinafter referred to as the 'Contract Sum') or such other sum as shall become payable hereunder at the times and in the manner specified in the Contract Conditions.

- 3. Clause 74(1), 73(2) and 82(3) on varied works of the Conditions of Contract do not apply for this contract.
- 4(a). The term ‘Engineer’ in the Conditions shall mean the Director Engineering, Ministry/Directorate/Agency.
- 4(b). The term the ‘Architect’ in the condition shall mean the Chief Architect, Ministry/Directorate/Agency, Kano State of Nigeria as defined in clause1 of the Conditions.
- 4(c). The term ‘surveyor’ in the conditions shall mean the Senior Quantity Surveyor, Ministry/Directorate/Agency, Kano State of Nigeria as defined in clause 1 of the Conditions.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Signed by the Permanent Secretary/Managing Director:
Ministry/Directorate/Agency, Kano State of Nigeria

In the presence of:

Name -----

Address -----

Description -----

Signed by the Contractor:

In the presence of:

Name-----

Address-----

Description-----

ACCESS TO THE RELEVANT AUTHORITIES

This Agreement shall be made available to the following organizations in Kano State :

- i. Office of the Secretary to the State Government
- ii. Office of the Attorney General
- iii. Office of the Auditor General
- iv. Office of the Accountant General
- v. And any Person authorized by them in writing.

Nevertheless shall have access to the site for them on their behalf and work at any point in the performance of this contract or after delivery for the purpose of inspection or monitoring compliance with the contract or supply of good

Contractor’s Bid

Notes on Form of Contractor’s Bid

The Bidder shall fill in and submit this form with the bid. Additional details on the price should be inserted if the Bid is in various currencies. If the Bidder objects to the Adjudicator proposed by the Employer in the bidding documents, he should so state in his Bid, and present an alternative candidate, together with the candidate’s daily fees and biographical data, in accordance with Clause 36 of the Instructions to Bidders.

------(date)

To:
Address :

We offer to execute the -----(Name and identification number of contract) in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of ----
------(amount in numbers and words) (------(name of currency)
-----)

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one Foreign equals (insert local)	Inputs for which Foreign currency is required
(a) -----	-----	-----	-----
(b) -----	-----	-----	-----

The advance payment required is:

Amount	Currency

We accept the appointment of the ----- as the Adjudicator.

(or)

We do not accept the appointment of the ----- as the Adjudicator, and propose instead that -----(name) be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

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

Authorized Signature:

Name and Title of signatory:

Name of bidder: -----

Address:

Qualification Information

Notes on Form of qualification Information
 The information to be filled in by bidders in the following pages will be used for purposes of postqualification or for verification of prequalification as provided for in clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.

QUALIFICATION INFORMATION

1. Individual Bidders or Individual Members of Joint Ventures
 - 1.1 Constitution or legal status of Bidder (attach copy)
 - Place of registration -----
 - Principal place of business -----
 - Power of attorney of signatory of Bid (attach)
 - 1.2 Total volume of construction 20----- -----
 - Work performed in five years, in 20----- -----
 - The traded currency 20 ----- -----
 - Specified in the Bidding Data 20 ----- -----
 - 20----- -----
 - 1.3 Work performed as prime contractor on works of a similar nature and volume over the Last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract

1.4 Major items of contractor’s Equipment proposed for carrying out the works. List all information requested below. Refer also to Sub-Clause 4.3(c) of the Instruction to Bidders.

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

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to sub-clause 4.3(e) of the Instruction to Bidders and Sub-clause 9.1 of the Conditions of Contract.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager			

(etc)			

1.6 Proposed subcontracts and firms involved. Refer to Clause 7 of Conditions of Contract

Sections of the Works	Value of subcontract	Subcontractor (Name and address)	Experience in similar work
(etc)			

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditor’s reports, etc. list below and attach copies

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. list below and attach copies of support documents.

1.9 Name, address, and telephone numbers of banks that may provide references if contacted by the employer.

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

Other party(ies)	Cause of dispute	Amount involved

1.11 Statement of compliance with the requirements of Sub-Clause 3.2 of the Instructions to Bidders.

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

2. Joint Ventures

2.1 The information listed in 1.1 – 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

(a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the contract terms;

(b) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture, and

- (c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the Bidding Data or to fulfill the requirements of Sub-Clause 4.1 and Clause 30 of the Instructions to bidders, if applicable

Letter of Acceptance



KANO STATE.

-----(date)

To: -----(name of the Contractor)

----- (address of the Contractor

This is to notify you that your Bid dated for the execution of the (name of the Contract and identification number, as given in the Contract Data) for the Contract Price of the equivalent of ----- (amount in numbers and words) with the Instruction to Bidders is hereby accepted by our Organization.

(a) We accept that ----- (name proposed by Bidder) be appointed as the Adjudicator.

(b) We do not accept that ----- (name proposed by Bidder) be appointed as adjudicator, and by sending a copy of this letter of acceptance to the Council for the Regulation of Engineering in Nigeria (COREN), we are hereby requesting COREN, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 36.1 of the Instructions to Bidders.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized signature: -----

Name and title of Signatory:

Name of Organization:

Attachment: Agreement

Note: Bidders are NOT required to complete this form.

BID ACCEPTANCE

AGREEMENT

This Agreement, made the -----day of -----20---
Between the (Client) Due Process Bureau (hereinafter acting on behalf of “the employer) and
.....
.....
(name and address of Contractor) (hereinafter called “the contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute -----

(name and identification number of contract) (hereinafter called “the Works”) and the Employer
has accepted the bid by the Contractor for the execution and completion of such Works and the
remedying of any defects therein. Now this Acceptance witnesseth as follows:

1. In this Acceptance, words and expressions shall have the same meanings as are respectively assigned to them in the Condition of contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Acceptance.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Acceptance to be executed the day and year first before written.

The common Seal of -----
-----was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the said -----
-----in the presence
of:

Binding signature of Employer -----

Binding signature of Contractor -----

Note: Bidders are NOT required to complete this form.

Bid Security (Bank Guarantee)

Whereas, -----(name of Bidder) (hereinafter called” the Bidder)
Has submitted his Bid dated -----(date) for the construction of -----
----- (name of Contract) (hereinafter called “the
Bid”).

Know all people by these presents that We -----(name of Bank)
of -----(name of country) having our registered office at -----
----- (hereinafter called “the Bank”) are bound unto the
..... (hereinafter called “the
Employer”) in the sum of One hundred and Twenty Thousand Dollars (US\$120,000) for which
payment well and truly to be made to the said Employer, the Bank binds itself, its successors,
and assigns by these presents.

SEALED with the Common Seal of the said Bank this -----day of -----20...

THE CONDITIONS of this obligation are:

- (1) If, after bid opening, the Bidder withdraws his bid during the period of bid validity specified in the Form of bid; or
- (2) If the bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity;
 - (a) Fails or refuses to execute the Form of Contract Agreement in accordance with the Instruction to Bidders, if required; or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

(c) Does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date/days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived.

Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE-----SIGNATURE OF THE BANK -----

-

WITNESS ----- SEAL -----

(Signature, name and address)

Performance Bank Guarantee (Conditional)

This Agreement is made on the -----day of -----20...
Between -----(name of Bank) of -----
(address of Bank) (hereinafter called “the Guarantor”) of the one part and the
.....
..... Nigeria (hereinafter called “the Employer”) of the other part.

Whereas

- (1) This Agreement is supplemental to a contract (hereinafter called the Contract) made between -----(name of contractor) of -----(address of contractor) (hereinafter called Contractor) of the one part and the Employer of the other part whereby the Contractor agreed and undertook to execute the Works of -----(name of the Contract currency) being the contract Price; and
- (2) The Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

NOW THEREFORE the Guarantor hereby agrees with the Employer that upon receipt of

- (1) A written notice to the Guarantor from the Contractor, or

- (2) A written notice to the Guarantor from the Adjudicator, or
- (3) A binding arbitration or Court award confirming that the amount of the Guarantee is payable to the Employer;

The Guarantee will indemnify and pay the Employer the sum of (amount of Guarantee) types and proportions of currencies in which the Contract Price is payable, provided that the Employer or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor, not later than the date of issue of Defects Liability Certificate.

The Guarantor shall not be discharged or released from his Guarantee by an arrangement between the Contractor and the employer, with or without the consent of the Guarantor, or by any alteration in the obligation undertaken by the Contractor, or by any forbearance on the part of the Contractor, whether as to the payment, time, performance or otherwise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

Given under our hand on the date first mentioned above.

SIGNED BY-----
 for and on behalf of the Guarantor in the
 presence of

 (Witness)

SIGNED BY -----
 for and on behalf of the Guarantor in the
 presence of

 (Witness)

Note: Bidders are NOT required to complete this form

Performance Bank Guarantee (Unconditional)

To:

Whereas -----(name and address of Contractor) (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. ----- dated ----- to execute -----(name of contract and brief description of works) (hereinafter called “the Contract”),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee,

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of -----(amount of Guarantee) -----(amount in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of -----(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR -----
 Name of Bank-----
 Address -----
 Date-----

Note: Bidders are NOT required to complete this form

Performance Bond

By this Bond, -----(name and address of Contractor) as Principal (hereinafter called “the Contractor”) and -----(name, legal title, and address of surety, bonding company, or insurance company) as Surety(hereinafter called “the Surety”) are held and firmly bound unto the, as Obligee (hereinafter called “the Employer”) in the amount of -----(amount of Bond)----- (amount of Bond in words), for the payment of which sum well and truly to be made in the types and proportions of currencies in which the contract price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the contractor has entered into a contract with the employer dated the ---- day of -----20 ---- for----- (name of Contract) in

accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

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

In testimony whereof, the contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this -----day Of -----20 ----

SIGNED ON

SIGNED ON

On behalf of -----
(name of Contractor)

on behalf of -----
(Name of Surety)

In the presence of -----

In the presence of -----

In the presence of -----

In the presence of -----

Note: Bidders are NOT required to complete this form

Bank Guarantee for Advance Payment

To: -----

------(name of Contractor)

Gentlemen,

In accordance with the provisions of the conditions of contract, clause 51 (“Advance payment”) of the above-mentioned Contract, -----

------(name and address of Contractor) (hereinafter called ‘the Contractor’) shall deposit with the Kano State Ministry of Works, Housing & Transport Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of -----(amount of Guarantee) -----(amount in words).

We, the -----(Bank or financial Institution), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the Kano State Ministry of works, Housing & Transport on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding -----(amount of guarantee -----(amount in words).

We further agree that no change or addition to or other modification of the terms of the contract or of work to be performed there under or of any of the Contract documents which may be made between the Kano State Ministry of ----- and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Kano State Ministry of ----- receives full repayment of the same amount from the Contractor.

Yours truly,
SIGNATURE AND SEAL: -----
Name of Bank/Financial Institution: -----
Address: -----
Date: -----

Note: Bidders are NOT required to complete this form

DEFINATION OF TERMS

❖ **ACCOUNTING OFFICER**

The person charged with the supervision of conduct of all procurement processes.

❖ **APPROVING AUTHORITY (Chief Executive)**

The person charged with the responsibility for the functioning of a Ministry, Extra-Ministerial Department, Corporation or Parastatals and includes Local Government Councils in the State.

❖ **BID SECURITY**

Means a form of security assuring that the bidder shall not withdraw a bid within the period specified for acceptance and shall execute a written contract within the time specified in the bid.

❖ **CERTIFICATE OF NO OBJECTION**

Means the documents evidencing that due process and the provisions of this law have been followed in the conduct of a procurement proceeding and allowing for a procuring entity to enter into contract to effect payments to contractors or suppliers from the treasury.

❖ **CONTRACTOR OR SUPPLIER**

Means any potential party to a procurement contract with the procuring entity and includes corporation, partnership/individual, sole proprietor, Joint Stock Company, joint ventures or any other legal entity through which business is conducted.

❖ **DEBAR**

Means the placing of a Firm, Company or natural person on a list of person ineligible to participate in any procurement proceedings under this Law.

❖ **EXCESSIVE PRICE**

Means a monetary value proposed by a bidder for any procurement which is in the estimation of the Bureau is unreasonable and injudicious after consideration of the actual value of the item in question plus all reasonable imputations of cost and profit.

❖ **GOODS**

Means object of every kind and description including raw materials, products and equipments and object in solid, liquid and gaseous form and electricity as well as services incidental to the supply of the goods.

❖ **GOVERNMENT**

Means Kano State Government and Local Government.

- ❖ **GOVERNOR**
Means Governor of Kano State.
- ❖ **INTERIM PERFORMANCE CERTIFICATE**
Means evidence that a contractor or supplier has performed its obligations under a procurement contract up to a level stipulated by the contractor or approving authority but not meaning completion.
- ❖ **INTRNATIONAL COMPETITIVE BIDDING**
Means the solicitation of bids from both domestic and foreign contractors and suppliers.
- ❖ **LOWEST EVALUATED RESPONSIVE BIDDING**
Is the lowest price bid amongst the bids that meet all the technical requirements and standards as contained in the tender document.
- ❖ **MARGIN OF PERFORMANCE**
Means the extra mark up on the price allowed any domestic contractor or supplier bidding under international competitive without being otherwise disadvantageous to the bid in terms of price.
- ❖ **MINOR VALUE**
Means a monetary value which is not in excess of the monetary thresholds set for any approving authority by the Bureau.
- ❖ **MONETARY THRESHOLD**
Means the value limit in Naira set by Bureau outside of which an approving authority may not award a procurement contract.
- ❖ **NEGOTIATION**
Means discussion to determine the term and condition of a contract or procurement.
- ❖ **OPEN COMPETITIVE BIDDING**
Means the offer of prices by individuals or Firms competing for a contract, privilege or right to supply specified goods, works, construction or services.
- ❖ **PROCUREMENT**
Means acquisition.
- ❖ **PROCUREMENT PROCEEDINGS**
Means any public body engaged in procurement and includes a Ministry, extra-Ministerial Department, Government Agencies, parastatals and Corporation.
- ❖ **PUBLIC ENTITY**
Means any public body engaged in procurement and includes a Ministry, extra-Ministerial Department, Government Agencies, Parastatals and Corporation.

❖ **PUBLIC PROCUREMENT**

Means acquisition by any means of goods, works, or services by the Government.

❖ **RELEVANT AUTHORITY**

Includes Economic and Financial Crimes Commission and Independent Corrupt Practices Commission.

❖ **STATE COMPETITIVE BIDDING**

Means the solicitation of bid from domestic contractors and suppliers registered or incorporated to carry on business under Nigerian Law.

❖ **SERVICES**

Means the rendering by a contractor or supplier of his time and effort and includes any object or procurement other than goods, works or construction.

❖ **STATE**

Means Kano State of Nigeria.

❖ **SOLICITATION DOCUMENT**

Means the bid soliciting documents or any other document for solicitation of offers, proposal, or quotations.

❖ **SUBSTANTIAL RESPONSIVE BID**

Means the response to bid solicitations which virtually answers to all the needs of a procuring entity as stipulated in the bid solicitation documents.

❖ **SUPPLIER**

Means a real or legal person that provides supply of goods, contracting or works or consultants.

❖ **THRESHOLD**

Means all works associated with the construction, demolition, repair or renovation of a building structure or works, such as site preparation, excavation, erection, building installation of equipment or materials, decoration and furnishing as well as services incidental to construction such as drilling, mapping, satellite photography, seismic investigation and similar services provided pursuant to the procurement of contract, where the value of those does not exceed that of the construction itself.

❖ **PUBLIC GOOD**

A commodity or service that is provided without profit to all members of a society, either by the Government or by a Private individual or Organization.

❖ **TAX BREAK**

A tax concession or advantage allowed by government is a reduction on tax payer's liability. A tax break provided a savings through tax deduction, tax credit, tax exemption and other incentives.

❖ **OFF-BALANCE SHEET**

It means an asset or debt or financing activity not on the Company's balance sheet. Some Companies may have significant amount of off-balance sheet assets and Liabilities.

❖ **VALUE FOR MONEY**

A utility derived from every purchase or every sum of money spent. Value for money is based not only on the minimum purchase price but also on the means efficiency of the purchase.

❖ **TECHNICAL PROPOSAL**

Is a submission by the potential contractor or his competence, resources and technical understanding of the said works. The document is open first at the bidding date and quick assessment is conducted for the post-qualification stage.

❖ **FINANCIAL PROPOSAL**

It is a submission by the potential contractor expressing the firm's financial status and ability to finance the project. The assessment is to determine firm's eligibility, validity/viability and the most responsive tender in comparison to the other submitted Tenders.

❖ **GOVERNMENT POLICY**

Government policy utilizes procurement practices that will provide the best value in meeting the needs of the State.

❖ **PROJECT DEFINITION**

The project is of sufficient size and/or complexity to provide opportunity for the private sector to demonstrate its initiative, innovation and expertise in providing best value.

❖ **COMPETATIVE PRIVATE SECTOR MARKET**

Sufficient qualified private sector proponents exist to ensure a competitive process.

❖ **SHARED REWARDS**

The public received 'Value for Money' from the initiative, while the private sector can reasonably expect to receive a fair return on its investment.

❖ **PREMISE OF RISK TRANSFER**

Risks are allocated to the partner best suited to assume the risk.

❖ **PROCUREMENT PROCESS**

Must be fair and transparent and will be subjected to due diligence.

❖ **SIGNED CONTRACT**

The acceptance of a usually long-term relationship established through signed contractual arrangements.

❖ **COMMUNICATION**

A proactive, ongoing and transparent communication plan designed to keep people informed is implemented.



KANO STATE PUBLIC PROCUREMENT BUREAU

TECHNICAL COMPLIANCE ASSESSMENT SHEET
FOR THE EXPRESSION OF INTEREST OF:

Name of Contractor.....

S/N	DESCRIPTION	MARKING (TICK/DASH)
1.	Evidence of Incorporation or Registration Of business name	
2.	Registration with State's works Registration Board in relevant category	
3.	Registration with Professional bodies	
4.	Evidence of Technical capabilities on technology capacity	
5.	Records of previous Projects involved or executed	
6.	List of eligible Plant, Equipment and Machineries	
7.	Knowledge of the industry	
8.	Community and Social responsibility support	
9.	Compliance to the Acts of the Contract Awards	
10.	Responsiveness to the request	
11.	Proposed terms of payment	
12.	Proposed methodology to handle the works	
13.	Basic specification schedules or manual for the project	
14.	Equipment/Facilities Country of Origin	
15.	Manufacturers Authorization or reference	
16.	Other relevant proposals as required in the advert	
17.	Performance and Completion Record	
18.	SCORE	PASS <input type="checkbox"/> FAIL <input type="checkbox"/>

Director (PRS) (Initial and Date)
Due Process Bureau
Kano State

WORK PERFORMANCE SHEET

PROJECT _____

MONTHLY RECORD

PERIOD: _____ **TIME:** _____ **WEEK NO:** _____ **SECTION:** _____

ACTIVITY: _____

S/ N	ITEM DESCRIPTIO N	WEEKS					DISTANCE COVERED	WORK DONE IN %
		1	2	3	4	5		
1.								
2.								
3.								
4.								
5.								

QUANTITY:

MATERIALS	M3
1.	
2.	
3.	
4.	
5.	

EQUIPMENTS	NO.
1.	
2.	
3.	
4.	
5.	

LABOUR	NO.
SUPERVISOR	
SKILLED	
UNSKILLED	
SUB-CONTRACTORS	
a.	
b.	
c.	
d.	

OBSERVATION: _____

RECOMMENDATION: _____

ENGINEER'S REPRESENTATIVE

WORK PERFORMANCE SHEET

PROJECT _____

DAILY RECORD

DESCRIPTION OF WORK: _____

ACTIVITY:

DATE	DAY S	TIME START	TIME IN HOURS												SECTION	WORK DONE IN %	% OF OFFICE HOURS		
			1	2	3	4	5	6	7	8	9	10	11	12					
	MON																		
	TUE																		
	WED																		
	THU																		
	FRI																		
	SAT																		
	SUN																		

QUANTITY:

MATERIALS	M3
1.	
2.	
3.	
4.	
5.	

LABOUR	NO.
SUPERVISOR	
SKILLED	
UNSKILLED	
SUB-CONTRACTORS	
a.	
b.	
c.	
d.	

EQUIPMENTS	NO.
1.	
2.	
3.	
4.	
5.	

OBSERVATION: _____

RECOMMENDATION: _____

ENGINEER'S REPRESENTATIVE