

**INVITATION TO BID**

**ICT-BASED CONFLICT EARLY WARNING & EARLY RESPONSE SYSTEM (CEWERS) FOR KADUNA STATE PEACE COMMISSION (KSPC)**

ITB No.: UNDP/NGA/2019/003

Country: NIGERIA

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# Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements and Technical Specifications

Section 6: Returnable Bidding Forms

* Form A: Bid Submission Form
* Form B: Bidder Information Form
* Form C: Joint Venture/Consortium/Association Information Form
* Form D: Qualification Form
* Form E: Format of Technical Bid
* Form F: Price Schedule

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to [procurement.ng@undp.org](mailto:procurement.ng@undp.org) , indicating whether you intend to submit a Bid or otherwise. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Issued by Approved by:

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| Name: Rose Plang  Title: Procurement Analyst  Date: May 21, 2019 | Name: Sunday Adeleke  Title: Deputy Country Director(Operations) a.i  Date: May 21, 2019 |

# Section 2. Instruction to Bidders

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| GENERAL PROVISIONS | |
| Introduction | * 1. Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d>   2. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.   3. UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.   4. As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature. |
| Fraud & Corruption,  Gifts and Hospitality | * 1. UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at <http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti>   2. Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.   3. In pursuance of this policy, UNDP:   (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.   * 1. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <http://www.un.org/depts/ptd/pdf/conduct_english.pdf> |
| Eligibility | * 1. A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.   2. It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. |
| Conflict of Interests | * 1. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:   2. Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;   3. Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or   4. Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.   5. In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such conflict exists.   6. Similarly, the Bidders must disclose in their Bid their knowledge of the following:   7. If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and   8. All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.   Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.   * 1. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid. |
| PREPARATION OF BIDS | |
| General Considerations | * 1. In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.   2. The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly. |
| Cost of Preparation of Bid | * 1. The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| Language | * 1. The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS. |
| Documents Comprising the Bid | * 1. The Bid shall comprise of the following documents and related forms which details are provided in the BDS:  1. Documents Establishing the Eligibility and Qualifications of the Bidder; 2. Technical Bid; 3. Price Schedule; 4. Bid Security, if required by BDS; 5. Any attachments and/or appendices to the Bid. |
| Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP’s satisfaction. |
| Technical Bid Format and Content | * 1. The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.   2. Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder’s request and expense, unless otherwise specified.   3. When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.   4. When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB. |
| Price Schedule | * 1. The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.   2. Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price. |
| Bid Security | * 1. A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.   2. The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.   3. If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.   4. In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.   5. The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:      1. If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;      2. In the event the successful Bidder fails:      3. to sign the Contract after UNDP has issued an award; or      4. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder. |
| Currencies | * 1. All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:  1. UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and 2. In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above. |
| Joint Venture, Consortium or Association | * 1. If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.   2. After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.   3. The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 15 herein in respect of submitting only one Bid.   4. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.   5. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:  1. Those that were undertaken together by the JV, Consortium or Association; and 2. Those that were undertaken by the individual entities of the JV, Consortium or Association.    1. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials    2. JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. |
| Only One Bid | * 1. The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.   2. Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:   3. they have at least one controlling partner, director or shareholder in common; or   4. any one of them receive or have received any direct or indirect subsidy from the other/s; or   5. they have the same legal representative for purposes of this ITB; or   6. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;   7. they are subcontractors to each other’s Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| Bid Validity Period | * 1. Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.   2. During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price. |
| Extension of Bid Validity Period | * 1. In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.   2. If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.   3. The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated. |
| Clarification of Bid (from the Bidders) | * 1. Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.   2. UNDP will provide the responses to clarifications through the method specified in the BDS.   3. UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary. |
| Amendment of Bids | * 1. At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.   2. If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids. |
| Alternative Bids | * 1. Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.   2. If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid” |
| Pre-Bid Conference | * 1. When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB. |
| SUBMISSION AND OPENING OF BIDS | |
| Submission | * 1. The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.   2. The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.   3. Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions. |
| Hard copy (manual) submission | * 1. Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:   a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.  (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:   1. Bear the name of the Bidder; 2. Be addressed to UNDP as specified in the BDS; and 3. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.   If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid. |
| Email and eTendering submissions | * 1. Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:  1. Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; 2. Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.    1. Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/> |
| Deadline for Submission of Bids and Late Bids | * 1. Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP   2. UNDP shall not consider any Bid that is received after the deadline for the submission of Bids. |
| Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.   2. Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”   3. eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.   4. Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened. |
| Bid Opening | * 1. UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.   2. The Bidders’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.   3. In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened. |
| EVALUATION OF BIDS | |
| Confidentiality | * 1. Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.   2. Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP’s decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP’s vendor sanctions procedures. |
| Evaluation of Bids | * 1. UNDP will conduct the evaluation solely on the basis of the Bids received.   2. Evaluation of Bids shall be undertaken in the following steps:   3. Preliminary Examination including Eligibility   4. Arithmetical check and ranking of bidders who passed preliminary examination by price.   5. Qualification assessment (if pre-qualification was not done)   6. Evaluation of Technical Bids   7. Evaluation of prices   Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary |
| Preliminary Examination | * 1. UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage. |
| Evaluation of Eligibility and Qualification | * 1. Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).   2. In general terms, vendors that meet the following criteria may be considered qualified:   3. They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list;   4. They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,   5. They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;   6. They are able to comply fully with the UNDP General Terms and Conditions of Contract;   7. They do not have a consistent history of court/arbitral award decisions against the Bidder; and   8. They have a record of timely and satisfactory performance with their clients. |
| Evaluation of Technical Bid and prices | * 1. The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required. |
| Due diligence | * 1. UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:   2. Verification of accuracy, correctness and authenticity of information provided by the Bidder;   3. Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;   4. Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;   5. Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;   6. Physical inspection of the Bidder’s offices, branches or other places where business transpires, with or without notice to the Bidder;   7. Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| Clarification of Bids | * 1. To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.   2. UNDP’s request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.   3. Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids. |
| Responsiveness of Bid | * 1. UNDP’s determination of a Bid’s responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.   2. If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| Nonconformities, Reparable Errors and Omissions | * 1. Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.   2. UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.   3. For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:  1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; 2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and 3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.    1. If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected. |
| AWARD OF CONTRACT | |
| Right to Accept, Reject, Any or All Bids | * 1. UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP’s action. UNDP shall not be obliged to award the contract to the lowest priced offer. |
| Award Criteria | * 1. Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price. |
| Debriefing | * 1. In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder’s submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder’s submission shall not be discussed. |
| Right to Vary Requirements at the Time of Award | * 1. At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. |
| Contract Signature | * 1. Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids. |
| Contract Type and General Terms and Conditions | * 1. The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| Performance Security | * 1. A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at   <https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective. |
| Bank Guarantee for Advanced Payment | * 1. Except when the interests of UNDP so require, it is UNDP’s standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at   <https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default> |
| Liquidated Damages | * 1. If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor’s delays or breach of its obligations as per Contract. |
| Payment Provisions | * 1. Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract. |
| Vendor Protest | * 1. UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html> |
| Other Provisions | * 1. In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.   2. UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.   3. The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer> |

# Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail**.**

|  |  |  |  |
| --- | --- | --- | --- |
| **BDS No.** | **Ref. to Section.2** | **Data** | **Specific Instructions / Requirements** |
| 1 | 7 | Language of the Bid | English |
| 2 |  | Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids) | Not Allowed |
| 3 | 20 | Alternative Bids | Shall not be considered |
| 4 | 21 | Pre-Bid conference | Will be Conducted  Date: 27th May, 2019  TIME : 10 am  VENUE: UN House, Plot 617/618 Diplomatic Drive,  Central Business District, Abuja, |
| 5 | 16 | Bid Validity Period | 120 days |
| 6 | 13 | Bid Security | Not Required |
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed |
| 8 | 42 | Liquidated Damages | Will be imposed as follows:  Percentage of contract price per day of delay: 0.01  Max. Number of days of delay 10, after which UNDP may terminate the contract. |
| 9 | 40 | Performance Security | Required in an amount equivalent to 10% of the contract sum and valid to cover the defect liability period. The performance security will only be required of the selected contractor. |
| 10 | 12 | Currency of Bid | Local currency NGN |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | 2 days before the submission deadline |
| **12** | 31 | Contact Details for submitting clarifications/questions | Focal Person in UNDP: The Procurement Analyst  E-mail address: [procurement.ng@undp.org](mailto:procurement.ng@undp.org) |
| 13 | 18, 19  and 21 | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | Direct communication to prospective Proposers by email |
| 14 | 23 | Deadline for Submission | 04th June, 2019. 5pm Nigerian Time |
| 14 | 22 | Allowable Manner of Submitting Bids | Submission by email |
| 15 | 22 | Bid Submission Address | <https://etendering.partneragencies.org>  **and look for Event ID 0000003790** |
| 16 | 22 | Electronic submission (email or eTendering) requirements | * Format: PDF files only * File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. * All files must be free of viruses and not corrupted*.* * Max. File Size per transmission:5MB * Mandatory subject of email: **ICT-BASED CONFLICT EARLY WARNING & EARLY RESPONSE SYSTEM (CEWERS) FOR KADUNA STATE PEACE COMMISSION (KSPC)** |
| 17 | 27,  36 | Evaluation Method for the Award of Contract | Lowest priced technically responsive, eligible and qualified bid. |
| 18 |  | Expected date for commencement of Contract | *July 1, 2019* |
| 19 |  | Maximum expected duration of contract | 3 Weeks |
| 20 | 35 | UNDP will award the contract to: | **One Proposer Only** |
| 21 | 39 | Type of Contract | Contract for Goods and/or Services to UNDP  <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 22 | 39 | UNDP Contract Terms and Conditions that will apply | UNDP General Terms and Conditions for Works  <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 23 |  | Other Information Related to the ITB | *[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the ITB must be cited here, and any further entries that may be added below this table row]* |

# Section 4. Evaluation Criteria

|  |  |  |
| --- | --- | --- |
| **Detailed Technical and Financial Evaluation** | | |
| **TECHNICAL EVALUATION** | | |
| **Technical Evaluation** | The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document. | Form E: Technical Bid Form |
|  | | |
| **FINANCIAL EVALUATION** | | |
| **Financial Evaluation** | Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.  Comparison with budget/internal estimates. | Form F: Price Schedule Form |

# 

# Section 5a: Scope of Works

**Background**

In May 2017, Law No. 4/2017 (hereafter referred to as the Peace Commission Law) of Kaduna State of Nigeria officially established the Kaduna State Peace Commission. The Commission was established with the objective of ensuring the “monitoring, mitigation and prevention of conflicts with the view to promoting peaceful and harmonious co-existence in the State”.

The Statutory Mandate of the Kaduna State Peace Commission as set out in the Peace Commission Law 2017 is to:

1. Engage in conflict monitoring and mitigation activities organizing regular joint interactive meetings in communities; designing and implementing peace advocacy programs in the mass media; and carrying out peace advocacy work in schools and public places including worship centers in the State;
2. Serve as intellectual base and resource to support Government in formulating and implementing policies that relate to the promotion of peace and conflict management and developing a strategy for managing residency and citizenship matters;
3. Partner with other local and international organizations and agencies involved in peace mediation and conflict resolution work in carrying out its functions;
4. Develop models of conflict prevention and management for intra-pastoralist conflicts, and conflicts between grazing reserves settlers and host communities;
5. Promotion of mutual understanding and respect between farmers, herdsmen and pastoralists through sensitization and regular joint interactive meetings with community leaders to settle disputes and resolve common problems;

The secondary functions of the Commission are set out as:

1. To assist the Government in the formulation of policies and measures that promote general security, social stability and compliance with the rule of law, and develop strategies that will check negative social values and vices capable of causing crisis in the state;
2. To implement and review policies, peace agreements, regulations, standards, guidelines and mechanism governing peace building and conflict management; and
3. To carry out all such things as may contribute to the fulfilment of the objectives of the commission.

**Rationale for the establishment of an ICT supported Early Warning and Early Response System for Kaduna State.**

Kaduna State has twenty-three (23) local government administrative areas which are Birnin-Gwari, Giwa, Sabon-Gari, Zaria, Kudan, Makafi, Kara, Kubau, Soba, Igabi, Chikun, Kaduna North, Kaduna South, Kauru, Kajuru, Lere, Kachia, Zangon-Kataf, Kaura, Kagarko, Jaba, Jema’a and Sanga. Like with other parts of Nigeria confronted by several structural drivers of conflicts including marginalization and social exclusion, youth unemployment, patrimonial politics and gender inequality. Still, each LGA presents its unique conflict dynamics and challenges, which often manifest in violence. For example, the South of Kaduna has been the epicenter of violence based on protracted social conflicts driven by ethno- religious and political differences. Though different issues have triggered each circle of violence, factors such as land ownership, indigene/ settler dichotomy have remained recurring themes.

In the North, Birnin Gwari and Giwa LGAs in particular, have become flash points of violence and senseless killings by armed herdsmen, bandits and castle rustlers. Efforts to stop the violence by security agencies have yielded little or no results leading to the emergence of parallel vigilante groups known as ‘yan banga’ and ‘yan shara suka’ whose members are reportedly usurping the functions of law enforcement agencies and engaging in arrests and extra- judicial execution of alleged criminals without resort to the rule of law.

The Kaduna State Government in her move to ensure peace in the state has established a Peace Commission with the expectation to monitor and report on these trends and threats to peace and security in all the 23 LGAs. The Peace Commission is uniquely placed to address coordination challenges and strengthen the linkages between state and non-state actors working to strengthen early warning and early response in the state. This will be achieved through the establishment of a dedicated unit backed by technology that empowers members of the public to report incidents as they occur and would prompt an early response by the security agencies or military as needed, thereby reducing casualties and preventing spread of violent conflict.

**The Strategic Approach**

The UNDP in partnership with the Kaduna State Peace Commission is proposing to develop an early warning and early response system for the State. With the widespread use of mobile phones, over 90 million Nigerians even in remote areas can make calls and communicate via SMS or have access to the internet through phones, thus making it the best platform for an early warning system. The system to be established will facilitate the gathering, analysis and visualization of data with geo-tagging capabilities to represent the level and weighting of the risks, conflicts and responses. It would be an integrated web, mobile app and SMS based system that is compatible with Android devices and tablets, and would be downloadable through a website, or app store.

**Objectives**

The objectives of the project are to provide a system which: -

* + Captures reports or alerts from the citizenry and stakeholders of Kaduna State to enhance early warning about conflicts
  + Quickly disseminates alerts or reports to the security agencies and military to aid the early response and speedy resolution of conflicts
  + Dynamically produces useful reports, statistics and analytics to aid the management and decision making of the peace commission, as well as, the government of Kaduna State.
  + Makes available and accessible useful information to key stakeholders for the maintenance of peace and security in the state
  + Provides staff of the Kaduna State Peace Commission with sufficient knowledge through training, to use, operate and manage the system.
  + Provides comprehensive documentation which would serve to guide in the usage, operation and management of the system.
  + Provide on-going post-implementation support to the users of the solution to ensure effective usage of the system.

**Background of the Current Project and Development Platform.**

Uchaguzi is a citizen’s collaborative initiative of **USHAHIDI in partnership with the United Nations Millennium Campaign (UNMC) – Africa.** It is a platform and a strategy that enables citizens to amplify election related incidences and related service delivery concerns directly to electioneering officials, authorities and the media.

The **goal** of the platform is to build and share simple to use tools that enable citizens and organizations to meaningfully engage in the protection of the democratic and development process throughout the electoral cycle.

The **purpose** of Uchaguziis a social accountability strategy and tool to provide citizens and organizations with tools and channels that enable them to act on their own in providing feedback and to demand timely action from authorities in responding to the challenges arising from the electoral process.

Uchaguziseeks to leverage on technology tools, especially web and SMS as the main channels for amplifying citizen’s concerns to authorities. *It* provides a feedback space (dashboards) that aggregate concerns in a manner that enables authorities (Security, Electoral Commission, Civic Groups) to easily understand and make timely responses. Citizen action and response from authorities will be widely publicized through print and electronic media in partnership with media houses.

The UNDP Nigeria has successfully assisted the Plateau, Adamawa and Gombe State Governments to replicate this concept in Nigeria to prevent violence and conflict in these states. UNDP in collaboration with the Kaduna State Government will be providing this solution CEWERS for conflict prevention and management capabilities across the state.

# PEACE MONITORING IN THE KADUNA STATE

The Conflict Early Warning and Early Response System (CEWERS) leverages on the concept of USHAHIDI crowd sourcing, categorization and geo-tagging platform which will enable crowd sourcing of information in its myriad forms viz. Social media (twitter), SMS, image and video that will be geo-tagged on a map. A short-code will be designated to facilitate bulk, cheap and/or affordable text messaging for enhanced and appropriately channeled feedback from citizens and response from security agents and civil society organizations.

**Kaduna Peace Platform** will be used as the platform to properly capture and channel citizen’s feedbacks and perspectives by enabling security monitoring groups and individual citizens to provide feedback on the progress of elections, security situation and crisis within the state, both positive and negative, to assure timely response by appropriate authorities to avert violence/conflicts, disaster and strengthen the integrity of the electoral process, state security architecture and ensure sustainable peace in the state. **Kaduna Peace Platform** will enable the generation of evidentiary reports (through Web or SMS) on mis-information, hate speech, violence (including evictions) and as evidence of peaceful co-existence. The reports will be amplified in the form of web-based dashboards to selected CSO groups, the State Security Council, the Security Agencies for timely and preventive intervention.

# HOW IT WORKS

The platform is being designed to cater for two audiences: The public and the various authorities required to respond to reports generated from the platform. The public front end (the website) will be accessible by all, while the authority interface (or dashboard) will require unique id’s and password for access. The two organizations perceive information as having a value, and would require the right information be channeled to the right respondent. E.g. *incidences of militia arming would be sensitive and may be posted later in the public frontend (site) after an appropriate response has been taken by the security forces.*

The reports will be visualized on a map but also available for download or sharing. The dashboards will be simplified to enable authorities to make quick decisions and provide feedback to Kaduna State Security Council through the law enforcement agents after appropriate responses/measures have been taken.

USHAHIDI also developed SWIFTRIVER technology in support of verification. SMS Turks strategy will also be integrated to facilitate interpretation (translation) of messages bearing in mind, the regional/language diversity of Nigeria.

The various datasets will subsequently be integrated with the Violence and Conflict Observation and response reports (including Action taken) and the Security Monitoring Centre will provide Trends which can be useful for Peace Analysis and Data in Kaduna State.

After all the relevant data is pre-coded into the system the following steps will follow (as an example) when a report is sent in:

A citizen sends an SMS to Short code - 5555/55555, or an email, or a twitter feed, e.g. Violence at BIRNIN GWARI LGA QUARTERS; Auto responder sends to citizen “thank you for reporting, we will get back to you shortly”

The message is then forwarded to a server that checks it for two variables (or key words) corresponding to location of problem (place) and theme (Fires, blasts, security, Human resource, Attacks);

If an SMS lacks “location” and “theme” then the SMS is automatically sent back requesting for more details; “please send details & location of problem”

Complete reports are routed to thematic dashboards after verification by the delegated officers and CSOs Data Analysts in the Control Rooms and trained observers e.g. Security Dashboard, Local NGO Dashboard - “Violent youths at BIRNIN GWARI LGA QUARTERS.

SECURITY official receives reports on dashboard & alerts via SMS and/or a call. When the official picks the problem, Automatic alert goes to citizen “problem being fixed, normal duration is forty-eight hours”;

When problem is fixed. SECURITY and Local NGO records on dashboard, automatic response to citizen “your issue has been addressed, please verify by SMS or MMS (photo, video)”

A report received from the Trained Monitors is tagged as from verified sources, so it’s posted as verified just immediate action. However, reports from Citizens is first verified by the administrators from the local partners in Kaduna and then posted as verified.

# THE IMPLEMENTATION PROCESS:

Under the overall guidance of UNDP in Nigeria and direct supervision of the Head, ICT Unit, the VENDOR will develop the Kaduna State Conflict Early Warning and Early Response System (CEWERS)/Monitoring system in partnership with selected local civil society groups in providing a platform for engaging citizens in the safeguarding of peace in Kaduna State.

The process will involve the following:

* 1. Preparatory work: largely preliminary consultations, establishing relations with relevant partners and pulling literature together.
  2. Systems development - The tool design phase will aim to leverage on the experience of the Kenyan referendum process – Uwiano Process2, Tanzania Elections and Zimbabwe’s Freedom Fone experience, while being mindful of contextual complexities.
     + Preliminary design work– builds the scaffolding of Kaduna Peace Platform concept using publicly available or provided data. In this period, the vendor will assess and begin to build the political and social map of the Kaduna State and develop a basic system ready for consultation in March 31st, 2019 to fill in details.
     + Develop the system’s specific requirements based on the partnership agreements including a database of all the Local Organizations Monitors in Kaduna trained by and other relevant information that the UNDP/KSPC might provide, including geographic information and contacts lists of security agencies and other relevant stakeholders including INEC, Kaduna State Peace Commission, etc.
* Development of a structure integration to the Kaduna Monitoring Database of Kaduna State Peace Commission with the SMS engine application and in cooperation with the Kaduna platform structured categories.
* Development of the Training Module for this interface for the Monitors and Kaduna CSOs organizations for Civic Awareness
* Development and adoption of the ‘How to card’ in collaboration with UNDP for reference and pre-coding into Kaduna platform,
* Setup of a **rapid response mechanism** with contacts and periodic briefing to and with the Peace and Conflict Prevention working technical group, as well as, Emergency Preparedness Response Team (EPRT).
* Data verification and mapping of the deployment areas including Location based information from Database.
* Test and launch system including media advocacy plans.
  1. Consultations with, and training of, core partners: Meet core partners to develop shared strategies and collaborate in finalizing the development of the systems.
     + Organize at least a 3-day intensive training of trainers’ workshop for civil society partners. Sit in and observe a training workshop for partners
     + Run at least a day intensive training and systems testing workshop for stakeholders – Kaduna State Peace Commission, CSOs, key security agencies and others recommended by UNDP/KSPC.
  2. **Communications and media strategy**: Support the partners commissioned to undertake media work to develop and disseminate advertising messages on the ‘How To’ of the Closed Kaduna System.
  3. Develop a conflict and peace indicator interface with risk level color coding: This is a map interface which shows the local governments of the state using a range of colors to reflect the conflict-peace risk level status of each local government. This is derived from weekly responses by situation room staff of the agency, supplied through a questionnaire-based form, which aggregates and calculates the risk level.
  4. Develop a map interface showing peace actors/partners and their locations to facilitate responses and planning.
  5. Configuration and integration of at least 80 Units of Android Smart Mobile Phones for field data collection. This will be a pilot testing for eight most volatile LGAs (Birnin-Gwari, Giwa, Kajuru, Kauru, Sanga, Jemaa, Zango Kataf and Kachia) in Kaduna State that is deploying 10 Android Smart Mobile Phones for each LGA selected.

**Expected Outputs**

* + - An SMS interface online peace and conflict monitoring application hosted by a reputable organization.
    - A fully developed and functional peace and conflict monitoring tool and strategy (Web portal) for Kaduna Peace Platform that can be scaled up.
    - An SMS Processing Engine.
    - Situation room and infrastructure for displaying incoming reports and coordinating activities.
    - Case reporting vide Facebook, Twitter, USSD, Mobile app and Web.
    - Case listings and management.
    - Visualized infographics (Google Maps, Charts etc.).
    - Developed Android and iOS mobile apps to/for data collection and reporting.
    - Communications Commission for the Short code/long code (Negotiations)
    - Users/Administrative Training manuals.
    - A list of issues to Report by Monitors – Pre-code.
    - How to Cards
* Outreach and Awareness strategy including Media Blitz (All forms) – Advertised – Include Key Media Heads to all Channels – Outreach through faith and community leaders and organizations.
* Trainings of selected monitors from implementing partner organizations.
* Escalation and Rapid response mechanism.
* Two Levels of Reports (Citizens and Trained Monitors).
* Maintenance and support for a maximum period of 12 months.

**Annex I – TECHNICAL SPECIFIATIONS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Specification Compliance Data Sheet**  **Please note that all bidders are to complete this form, sign and stamp and return as part of the bid submission by indicating YES/NO** | | |  |
| s/no | **Description** | **Compliance (Yes/No)** | | **Remarks** |
| **Yes** | **No** |  |
| 1 | All Online Hosting Information with reference to the hosting of the application will be provided to UNDP upon completion of the project (Hosting provider Details, Address, contact email and phone numbers etc.). |  |  | **All contact details of the hosting providers must be included.** |
| 2 | All Hosting registration, subscription and payments must be done using UNDP Names and not that of the vendor’s name. |  |  |  |
| 3 | Provide to UNDP Virtual Private Servers Details. Hard Disk Size; Memory Size etc. |  |  |  |
| 4 | Provide to UNDP Details of the Software’s installed on the servers for the development of the application with credentials. |  |  |  |
| 5 | Provide to UNDP 256-bit Encrypted SSL Certificate Registration details. |  |  |  |
| 6 | Provide to UNDP All Administrative Credentials both Super Admin Details. |  |  |  |
| 7 | Provide to UNDP Domain Registration information with details, Administrative right to the Registered Domain Name plus the Domain registration contacts. |  |  |  |
| 8 | Provide to UNDP IP Address for the hosting and contacts of the provider. |  |  |  |
| 9 | Provide to UNDP Details information on the SMS Gateway Apps with configuration and administrative Details. |  |  |  |
| 10 | Provide to UNDP Android and IOS Mobile Apps Development Details with Administrative credentials. |  |  |  |
| 11 | Provide to UNDP Expiration date of ALL subscribed services as relate to the CEWERS Application and how to make payments to continue the services. |  |  |  |
| 12 | Develop User Training Manual/Documentations. |  |  |  |
| 13 | Develop Administrative Training Manual/Documentations. |  |  |  |
| 14 | Develop Complete CEWERS Application Documentation. |  |  |  |
| 15 | Provide to UNDP Standard Operating Procedure of the CEWERS Application. |  |  |  |
| 16 | Provide to UNDP Application Source Code with Source Code Documentation. |  |  |  |
| 17 | Provide details information on the configuration and integration of 80 Units of Android Smart Mobile Phones for field collection of data. |  |  |  |
| 18 | Provide cost of all annual recurring charges: Domain registration, Hosting etc. with date of expirations. |  |  |  |
| 19 | Other Information’s about the CEWERS Application not listed above and which you may be requested to provide in future. |  |  |  |
| 20 | In the event that this project will be replicated in another state in Nigeria, the vendor will be ready to execute the contract at a discounted cost and not as a new project. Please provide the cost for replication in another state. |  |  |  |
| 21 | UNDP will have a proprietary right to this application as such the vendor will not replicate this application to any third party without the written consent of UNDP. |  |  | A letter of undertaken to UNDP on proprietary rights |

# QUALIFICATIONS

* A Software and Mobile development company with skillset in any of Java/Python/ Android/iOS/RDBMS/Google Maps
* A Mobile SMS service provider
* A USSD Service provider
* Registration with CAC for at least Five Years.

**Duration of Contract:** Three Months

**Timing of the Assignment**

Three Months for Development Post Installation support/Training. Start date is 1st July 2019 and end date is 1st October 2019.

# Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

**Technical Bid:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Bidding Forms?** |  |
| * Form A: Bid Submission Form |  |
| * Form B: Bidder Information Form |  |
| * Form C: Joint Venture/Consortium/ Association Information Form |  |
| * Form D: Qualification Form |  |
| * Form E: Format of Technical Bid/Bill of Quantities |  |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?** |  |

**Price Schedule:**

|  |  |
| --- | --- |
| * Form F: Price Schedule Form |  |

## Form A: Bid Submission Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | [Insert ITB Reference Number] | | |

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

1. is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
2. have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
3. have no conflict of interest in accordance with Instruction to Bidders Clause 4;
4. do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
5. have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
6. undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and weembrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Stamp with official stamp of the Bidder*]

## Form B: Bidder Information Form

|  |  |
| --- | --- |
| **Legal name of Bidder** | [Complete] |
| **Legal address** | [Complete] |
| **Year of registration** | [Complete] |
| **Bidder’s Authorized Representative Information** | Name and Title: [Complete]  Telephone numbers: [Complete]  Email: [Complete] |
| **Are you a UNGM registered vendor?** | Yes  No If yes, [insert UGNM vendor number] |
| **Are you a UNDP vendor?** | Yes  No If yes, [insert UNDP vendor number] |
| **Countries of operation** | [Complete] |
| **No. of full-time employees** | [Complete] |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent)** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company have a written Statement of its Environmental Policy?** *(If yes, provide a Copy)* | [Complete] |
| **Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues** | [Complete] |
| **Is your company a member of the UN Global Compact** | [Complete] |
| **Contact person that UNDP may contact for requests for clarifications during Bid evaluation** | Name and Title: [Complete]  Telephone numbers: [Complete]  Email: [Complete] |
| **Please attach the following documents:** | * Certificate of Incorporation/ Business Registration * Quality Certificate (e.g., COREN, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any |

## Form C: Joint Venture/Consortium/Association Information Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | [Insert ITB Reference Number] | | |

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

|  |  |  |
| --- | --- | --- |
| **No** | **Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)* | **Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed** |
| 1 | [Complete] | [Complete] |
| 2 | [Complete] | [Complete] |
| 3 | [Complete] | [Complete] |

|  |  |
| --- | --- |
| **Name of leading partner**  (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution) | [Complete] |

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture ***OR***  JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## Form D: Eligibility and Qualification Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | [Insert ITB Reference Number] | | |

If JV/Consortium/Association, to be completed by each partner.

**History of Non- Performing Contracts**

|  |  |  |  |
| --- | --- | --- | --- |
| Non-performing contracts did not occur during the last 3 years | | | |
| Contract(s) not performed in the last 3 years | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|  |  | Name of Client:  Address of Client:  Reason(s) for non-performance: |  |

**Litigation History** (including pending litigation)

|  |  |  |  |
| --- | --- | --- | --- |
| No litigation history for the last 3 years | | | |
| Litigation History as indicated below | | | |
| **Year of dispute** | **Amount in dispute** (in US$) | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|  |  | Name of Client:  Address of Client:  Matter in dispute:  Party who initiated the dispute:  Status of dispute:  Party awarded if resolved: |  |

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project name & Country of Assignment** | **Client & Reference Contact Details** | **Contract Value** | **Period of activity and status** | **Types of activities undertaken** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

*Bidders may also attach their own Project Data Sheets with more details for assignments above.*

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

**Financial Standing**

|  |  |
| --- | --- |
| **Annual Turnover for the last 3 years** | Year       USD  Year       USD  Year       USD |
| **Latest Credit Rating (if any), indicate the source** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial information**  (in US$ equivalent) | **Historic information for the last 3 years** | | |
|  | Year 1 | Year 2 | Year 3 |
|  | *Information from Balance Sheet* | | |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* | | |
| Total / Gross Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Net Profit |  |  |  |
| Current Ratio |  |  |  |

 Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

* 1. Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
  2. Historic financial statements must be audited by a certified public accountant;
  3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## Form E: Format of Technical Bid

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | [Insert ITB Reference Number] | | |

The Bidder’s Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

**SECTION 1: Bidder’s qualification, capacity and expertise**

* 1. General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
  2. Relevance of specialized knowledge and experience on similar engagements done in the region/country.
  3. Quality assurance procedures and risk mitigation measures.
  4. Organization’s commitment to sustainability.

**SECTION 2: Scope of Supply, Technical Specifications, and Related Services**

This section should demonstrate the Bidder’s responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

* 1. A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
  2. Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
  3. The bid shall also include details of the Bidder’s internal technical and quality assurance review mechanisms.
  4. Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
  5. Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Goods and services to be Supplied and**  **Technical Specifications** | **Your response** | | | | |
| **Compliance with technical specifications** | | **Delivery Date**  *(confirm that you comply or indicate your delivery date)* | **Quality Certificate/Export Licenses, etc.** *(indicate all that apply and attach)* | **Comments** |
| **Yes, we comply** | **No, we cannot comply**  *(indicate discrepancies)* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**SECTION 3: Management Structure and Key Personnel**

* 1. Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
  2. Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

**Format for CV of Proposed Key Personnel**

|  |  |
| --- | --- |
| **Name of Personnel** | [Insert] |
| **Position for this assignment** | [Insert] |
| **Nationality** | [Insert] |
| **Language proficiency** | [Insert] |
| **Education/ Qualifications** | *[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]* |
| [Insert] |
| **Professional certifications** | *[Provide details of professional certifications relevant to the scope of goods and/or services]* |
| * Name of institution: [Insert] * Date of certification: [Insert] |
| **Employment Record/ Experience** | *[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]* |
| [Insert] |
| **References** | *[Provide names, addresses, phone and email contact information for two (2) references]* |
| Reference 1:  [Insert]  Reference 2:  [Insert] |

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Personnel Date (Day/Month/Year)

## FORM F: Price Schedule Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | [Insert ITB Reference Number] | | |

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

**Price Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **S/N** | **Item Description** | **Unit Price** | **Total Price** |
| 1 | Cost of application/software development |  |  |
| 2 | Cost of online hosting/services |  |  |
| 3 | Cost of user training manual/support |  |  |
| 4 | Cost of training |  |  |
| 5 | Cost of travel |  |  |
| 6 | Cost of recurring charges and replication of software/application in other sites |  |  |

Name of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of authorised signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Functional Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_