



Kaduna State Government
Request for Bids for SaaS e-Procurement
Solution Implementation
December 2019
(One-Envelope Bidding Process)

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Request for Bids
Framework Agreement(s) for Procurement of Information Service - Software as a Service

Procuring Agency: Kaduna State Public Procurement Authority

Country: Nigeria

Framework Agreement Title: Provision of an E-Government Procurement Suite (Software as a Service) - Under a Framework Agreement

RFB Reference No: KD/PPA/FR/ICB/2019/001

Date of Issuance: 18th December 2019

1. Kaduna State Public Procurement Authority has allocated Fund under its budget provision for the fiscal year and intends to apply part of the fund toward payments under Call-off Contracts that may be awarded under the **Framework Agreement (FA) for Provision of an E-Procurement Suite (Software as a Service)** concluded through this RFB Primary Procurement process.
2. The Lead Purchaser- Kaduna State Public Procurement Authority is undertaking the Primary Procurement with a view to concluding a Framework Agreement. The Lead Purchaser is a Purchaser acting on behalf of a group of Purchasers. The Lead Purchaser now invites sealed Bids from eligible Bidders for **Provision of an E-Government Procurement Suite (Software as a Service)**
3. The Framework Agreement to be concluded will be Multi-User. A list of the users (participating Purchasers) entitled to purchase under the Framework Agreement is provided in the Bidding document.
4. The Framework Agreement to be concluded will be Single-Supplier.
5. The selection of a FA Supplier to be awarded a Call-off Contract will be done through a Secondary Procurement process as defined in Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency, including participating Purchasers, to purchase Services under a Call-off Contract. The conclusion Framework Agreement does not guarantee that a FA Supplier will be awarded a Call-off Contract.
6. Bidding will be conducted through International Competitive Procurement using a Request for Bids (RFB) as specified in the Kaduna State Public Procurement Law of 2016 and is open to all eligible Bidders as defined in the Procurement Regulations. Interested Bidders must meet the following Minimum criteria:

- i. The Bidder to be either the prime manufacturer of the proposed E-Government Procurement application software(s) or be formally approved and authorized by the manufacturer(s) to provide and support the tendered software(s) in Nigeria. Evidence of such accreditation(s) from the prime manufacturer(s) must be provided within the bid.
 - ii. The Bidder to provide demonstrable evidence of how effective in-country support for the software being proposed will be provided.
 - iii. The Bidder to provide evidence that it has been in the business of providing and supporting the proposed E-Government Procurement application software(s) for not less than 5 years.
 - iv. The Bidder to have undertaken at least two (2) successful (i.e. signed off and accepted by the purchaser as a fully and operational system), and one of such implementations during the last 5 years must be within the Public Sector environment, covering core modules including, e-registration, e-publishing, e-tendering, e-evaluation/award and e-procurement plan. Prospective bidders will be required to provide evidence of, and purchaser references of such implementations.
 - v. The Bidder to provide evidence that the principal bidder has had an annual turnover more than US\$3,000,000.00 (or the currency equivalent) for each of its last three financial years and average liquidity capacity of at least USD1,500,000.00 for the last three (3) years
 - vi. For the purposes of establishing a prospective bidder's qualifications, the experience and/or resources of any Joint Venture partner will contribute to the bidder's qualifications, and the technical qualifications of Joint Venture partners shall be taken into account in assessing the bidders' overall qualifications.
 - vii. Prospective bidders must demonstrate that they have the financial, technical, and production capability (either independently or in a joint venture, within which a principal bidder and partner will be named) necessary to perform the Contract to provide and implement the E-Government Procurement Solution (Software as a Service) and support **all** the components based on call off contract.
7. The Framework Agreement shall be concluded for a Term of three years from the commencement date stated in the Framework Agreement.

8. The Primary Procurement shall establish a Closed Framework Agreement.
9. Interested eligible Bidders may obtain further information from Kaduna State Public Procurement Authority, (Arc. Muhammed Suleiman, kadppakdsg@gmail.com). **A pre-bid meeting which potential bidders may attend will be held on 21/01/2020.**
10. A complete set of bidding document in English Language is available for interested bidders on the website of Kaduna State Public Procurement Authority using <http://kadppa.kdsg.gov.ng/>. However, a payment of a nonrefundable fee of USD500 or One Hundred and Eighty Thousand Naira (N180,000), shall be made to the Account details provided below. The method of payment shall be by transfer to any of the two accounts below. The evidence of payment shall be provided at the point of bid submission.

Bank Name: Polaris Bank
Account No: 1790220190
Account Name: Kaduna State Ministry of Finance
State: Kaduna State
Country: Nigeria
Currency: NG Naira

Bank Name: CITY Bank (UK) Limited
Account No: 0017703414
Account Name: CBN Kaduna State Treasury Single Account
Currency: Domiciliary Account (USD)

11. Bids must be delivered to the address below on or before 30th January 2020. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on 30th January 2020
12. The address(es) referred to above is (are):

Attention: Arc. Muhammed Suleiman,
Kaduna State Public Procurement Authority
Sir Kashim Ibrahim House,
44, Polytechnic Road, Badiko,
Kaduna, Kaduna State,
Nigeria
kadppakdsg@gmail.com

<http://kadppa.kdsg.gov.ng/>

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PART 1 - BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

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Section I - Instructions to Bidders

A. GENERAL

- 1. Scope of Bid**
- 1.1 The Purchaser, as indicated **in the SIB**, or its duly authorized Purchasing Agent if so specified **in the SIB** (interchangeably referred to as “the Purchaser” issues this bidding document for the Implementation of the SaaS e-Procurement Solution as specified in Section V, Purchaser’s Requirements, as a Primary Procurement process and may lead to Framework Agreement(s) being concluded with the successful Bidder(s). The name, identification and number of lots (contracts) of this RFB are specified **in the SIB**.
- 1.2 Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in the Section VII, Framework Agreement General Provisions.
- 1.3 Throughout this bidding document:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the SIB**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “**Day**” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
 - (d) “**Call-off Contract**” means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the delivery of the Service, and any Related Services. The parties to the contract are the Purchaser and Supplier;
 - (e) “**Closed Framework Agreement**”: A Closed Framework Agreement is where no new firm(s)

may conclude Framework Agreement(s) during the Term of the Framework Agreement;

- (f) **“Country”** means the Procuring Agency's/Purchaser's country;
- (g) **“Delivery Period”** is the specified period from the date of formation of a Call-off contract for delivery of the service, as per the applicable Incoterms.
- (h) **“Framework Agreement (FA)”** means the agreement between the Procuring Agency and Supplier (s) (the successful Bidder(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;
- (i) **“FA Supplier”** means a Supplier;
- (j) **“Services”** means all technical, logistical, management, and any other Services to be provided by the Service Provider under a Framework Agreement. Details of such services are set out in Part 2, Purchaser Requirements and the Framework Agreement and particularly described in the Call off Contract. The services mean to supply, install, customize, integrate, and make operational the SaaS Solution. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support
- (k) **“Lead Purchaser”** when named in the Framework Agreement, a Lead Purchaser is a party to the Framework Agreement, in its capacity as: (a) the lead agency acting on behalf of all participating Purchasers in managing and administering the Framework Agreement, and (b) as a Purchaser in its own right;

- (l) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract;
- (m) **“Multi-Supplier Framework Agreement”** means where more than one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;
- (n) **“Primary Procurement”** means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this RFB;
- (o) **“Procuring Agency”** means the agency that undertakes the Primary Procurement process and concludes the Framework Agreement(s);
- (p) **“Purchaser”**, as specified in the SIB, means the agency(ies) that is/are permitted to purchase service from a Supplier under a Call-off Contract awarded through a Framework Agreement;
- (q) **“Related Services”** if applicable, means the services incidental to the delivery of the service, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in Framework Agreement Schedule 1: Schedule of Requirements, and specifically described in a Call-off Contract;
- (r) **“Responsible Agency”** when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Suppliers, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Purchaser or Purchasers, once it has been concluded. A Responsible Agency is not a Purchaser under the Framework Agreement;
- (s) **“Secondary Procurement”** means the process described in the Framework Agreement and followed by a Purchaser to select a FA Supplier,

and award a Call-off Contract for the delivery of service;

- (t) **“Single-User Framework Agreement”** means a Framework Agreement where there is only one Purchaser;
- (u) **“Single-Supplier Framework Agreement”** means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;
- (v) **“Supplier”** means a Bidder that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to deliver the Services, and, if applicable, Related Services, as and when required. A Supplier may also be referred to as a “FA Supplier”;
- (w) **“Term”** means the duration of a Framework Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.

2. Source of Funds

- 2.1 The Purchaser has been allocated public funds as indicated in the SIB and intends to apply a portion of the funds to eligible payments under the contract for which this Bid Document is issued
- 2.2 For the purpose of this provision, “public funds” means any monetary resources appropriated to Procuring Entities under Government budget, or revenues generated by statutory bodies and corporations or aid grants and credits put at the disposal of Procuring Entities by the development partners through the Government.

3. Fraud and Corruption

- 3.1 The Government requires that all parties involved in public procurement, including Procuring Entities, Bidders, Suppliers, Contractors, and Consultants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.

- 3.2 In pursuance of this requirement, the Procuring Entity shall:
- (a) Exclude the Bidder from further proceeding in the procurement of the contract or reject a proposal for contract award, and/or
 - (b) Declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;
 - (c) have the right to require that a provision be included in bidding documents, requiring bidders, suppliers and contractors to permit the relevant authorities to inspect their accounts and records and other documents relating to the bid submission Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract) and contract performance and to have them audited by auditors appointed by the relevant authorities.

If at any time, determines that the Bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for, or in executing, a contract under public funds.

- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Procuring Entity, it shall, in the first place, allow the Bidder to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Procuring Entity related to matters of alleged fraud or corruption shall be in writing.
- 3.4 In pursuance of this policy, no Bidder or Procurement Official shall engage in any:
- (a) Corrupt practice, which means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;

- (b) Fraudulent practice, which means a misrepresentation or omission of facts in order to influence a procurement process or contract execution to the detriment of the Employer;
- (c) collusive practices, which means a scheme or an arrangement between two or more Bidders with or without the knowledge of the Employer, including non-disclosure of subsidiary relationships, designed to establish bid prices at artificial, non-competitive levels thereby depriving the Employer of the benefits of free and open competition;
- (d) coercive practice, which means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process or affect the execution of a contract.
- (e) Obstructive practice which means
 - i. Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede relevant authorities' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - ii. Acts intended to materially impede the exercise of the relevant authorities' inspection and audit rights provided for under par. 3.2 (c) above.

3.5 The Bidder shall be aware of the provisions on fraud and corruption stated in FAGP Clause 1.5.

3.6 The Government requires that the Procuring Entity's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to

enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded a Call-off Contract under the Framework Agreement, during contract execution. Unless specified **in the SIB**, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Primary Procurement Process; or
 - (e) any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the SaaS e-Government Procurement Solution that are the subject of this Primary Procurement Process; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser as Project Manager implementing the Framework Agreement or a Call-off Contract; or

- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Purchaser (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Framework Agreement or Call-off Contract, and/or the Bid evaluation process of such Framework Agreement or Call-off Contract; or (ii) would be involved in the implementation or supervision of such Framework Agreement or Call-off Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Purchaser throughout the Bidding process and execution of the Framework Agreement and/or Call-off Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of a Call-off/Framework Contract including Related Services.

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- 4.5 A Bidder that has been sanctioned by the Government of Nigeria or any of the Listed Purchasers, shall be ineligible to be prequalified for, initially selected for, Bid for, propose for, or conclude a Framework Agreement or Call-off Contract or benefit from a Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Government shall have determined.
- 4.6 Bidders that are state-owned enterprises or institutions in the Nigeria may be eligible to compete and conclude a Framework Agreement or be awarded a Call-off Contract(s) only if they can establish, in a manner acceptable to the Purchaser, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 15.2.
- 4.8 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.9 The Bidder shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.10 The Bidder shall have fulfilled its obligations to pay taxes and pension contributions under the relevant national laws and regulations
- 5. Eligible Services**
- 5.1 The SaaS e-Government Procurement Solution to be delivered under the Call-off Contract awarded under a Framework Agreement financed by the Purchaser may have their origin in any country.

5.2 For the purposes of this bidding document, the term “SaaS e-Government Procurement Solution” means all:

- (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to deliver under the Call-off Contract awarded under a Framework Agreement, plus all associated documentation, and all services to be supplied, implemented, integrated, and made operational; and
- (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the SaaS e-Government Procurement Solution to be provided by the selected Bidder and as specified in the Call-off Contract awarded under a Framework Agreement.

5.3 For purposes of ITB 5.1 above, “origin” means the place where the SaaS e-Government Procurement Solution is produced in or supplied from. A SaaS e-Government Procurement Solution is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of service components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

B. CONTENTS OF BIDDING DOCUMENT

6. Sections of Bidding Document (Update to latest Outline)

6.1 The bidding document consists of Parts 1, 2, and 3, 4 and 5 which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.1:

PART 1 - BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

Section II - Special Instructions to Bidders (SIB)

Section III - Evaluation and Qualification Criteria
(Without Prequalification)

Section IV - Bidding Forms

PART 2 - PURCHASER'S REQUIREMENTS

Section V - Requirements of the SaaS e-Government
Procurement Solutions

PART 3 - PROCURING AGENCY FORMS

Section VI - Procuring Agency Forms

PART 4 - FRAMEWORK AGREEMENT

Section VII: Framework Agreement General Provisions

Section VIII: Framework Agreement Specific Provisions

**PART 5 - FRAMEWORK CONTRACT (CALL OFF
CONTRACT)**

Section IX- Call off Contract Overview

Section X - Framework (Call-off) Contract General
Provisions (FCGP)

Section XI - Request for Quotation Secondary
Procurement (call off) under a Framework Agreement

Section XII - Supplier Quotation Form

Section XIII - Letter of Award of Call-off Contract

Section XIV - Call-off Contract for the Provision of e-
Government Procurement (SaaS)

Section XV - Framework Contract Specific Provision

Section XVI - Performance Security Form (Bank
Guarantee)

Section XVII - Adjudicator

Section XVIII - Installation Certificate

Section XIX- Operational Acceptance Certificate

- 6.2 The Specific Procurement Notice - "Request for Bids to conclude a Framework Agreement(s) for SaaS e-Government Procurement Solution", issued by the Procuring Agency is not part of this Bidding document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.
- 7. Clarification of Bidding Document, Site Visit, Pre-bid Meeting**
- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the SIB** or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the SIB**. The Purchaser's shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the SIB**, the Purchaser shall also promptly publish its response at the web page identified **in the SIB**. Should the Purchaser deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.
- 7.2 The Bidder may wish to visit and examine the site where the SaaS e-Government Procurement Solution is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary

for preparing the Bid and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-Bid meeting and/or a site visit, if provided for **in the SIB**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.
- 7.7 Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 23.2

C. PREPARATION OF BIDS

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process) and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the SIB**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the SIB**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid submitted by the Bidder shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
 - (b) **Price Schedules** completed in accordance with ITB 12 and ITB 17;

- (c) **Alternative Bid:** if permissible, in accordance with ITB 13;
- (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
- (e) **Eligibility of SaaS e-Government Procurement Solution:** documentary evidence established in accordance with ITB 14.1 that the SaaS e-Government Procurement Solution offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;
- (f) **Bidder's Eligibility:** documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (g) **Conformity:** documentary evidence established in accordance with ITB 16 that the SaaS e-Government Procurement Solution offered by the Bidder conform to the bidding document;
- (h) **Subcontractors:** list of subcontractors, in accordance with ITB 16.4;
- (i) **Intellectual Property:** a list of: Intellectual Property as defined in FAGP Clause 8.9;
 - (i) all Software included in the Bid, assigning each item to one of the software categories defined in FAGP Clause 1.1 (c):
 - a. System, General Purpose, and Application Software; or
 - b. Standard and Custom Software;
 - (ii) all Custom Materials, as defined in FAGP Clause 1.1 (c), included in the Bid;

All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in FAGP Clause 1.1 (c);

Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to FAGP Clause 39 (Changes to the SaaS e-Government Procurement Solution); and

(j) any other document required in the **SIB**.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the SaaS e-Government Procurement Solution to be executed by the respective members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement indicating at least the parts of the SaaS e-Government Procurement Solution to be executed by the respective members.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid
and Price
Schedules**

12.1 The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 The SIB indicates whether alternative Bids are allowed. If they are allowed, the **SIB** will also indicate whether they are permitted in accordance with ITB 13.3 or invited in accordance with ITB 13.2 and/or ITB 13.4.

13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the **SIB**, and the method of evaluating different time

schedules will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Purchaser's requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer an SaaS e-Government Procurement Solution meeting the Purchaser's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Purchaser.

13.4 When Bidders are invited **in the SIB** to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section VII, Purchaser's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the SaaS e-Government Procurement Solution shall be considered by the Purchaser on their own merits, pursuant to ITB 35.

**14. Documents
Establishing the
Eligibility of the
SaaS e-
Government
Procurement
Solution**

14.1 To establish the eligibility of the SaaS e-Government Procurement Solution in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

**15. Documents
Establishing the
Eligibility and
Qualifications of
the Bidder**

15.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

15.2 In the event that prequalification of potential Bidders has been undertaken as stated **in the SIB**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with

their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

**16. Documents
Establishing
Conformity of
the SaaS e-
Government
Procurement
Solution**

16.1 Pursuant to ITB 11.1 (h), the Bidder shall furnish, as part of its Bid documents establishing the conformity to the bidding documents of the SaaS e-Government Procurement Solution that the Bidder proposes to design, supply and install under the Contract

16.2 The documentary evidence of conformity of the SaaS e-Government Procurement Solution to the bidding documents including:

- (a) Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Preliminary Project Plan must also address any other topics **specified in the SIB**. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Purchaser and any other party involved in the implementation of the SaaS e-Government Procurement Solution to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;
- (b) written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the SaaS e-Government Procurement Solution as required by the bidding documents;
- (c) an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the SaaS e-Government Procurement Solution offered to those requirements. In demonstrating responsiveness, the Bidder is encouraged to use the Technical Responsiveness Checklist (or Checklist Format)

in the Sample Bidding Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;

- (d) support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
- (e) any separate and enforceable contract(s) for Recurrent Cost items which the SIB ITB 17.2 required Bidders to bid.

16.3 References to brand names or model numbers or national or proprietary standards designated by the Purchaser in the bidding documents are intended to be descriptive and not restrictive. Except where explicitly **prohibited in the SIB** for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Purchaser's satisfaction that the use of the substitute(s) will result in the SaaS e-Government Procurement Solution being able to perform substantially equivalent to or better than that specified in the Technical Requirements.

16.4 For major items of the SaaS e-Government Procurement Solution as listed by the Purchaser in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

16.5 The Bidder shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITB 4, and that any services to be provided by the subcontractor comply with the requirements of ITB 5 and ITB 16.1.

17. Bid Prices

17.1 All Services identified in the Implementation Cost Sub-Tables in System Inventory Tables and all Services proposed by the Bidder to fulfill the requirements of the SaaS e-Government Procurement Solution, must be priced separately and summarized in the corresponding cost tables in the Sample Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.

17.2 **Unless otherwise specified in the SIB**, the Bidder must also bid Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables. These must be priced separately and summarized in the corresponding cost tables in the Sample Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:

- (a) **if specified in the SIB**, the Bidder must also bid separate enforceable contracts for the Recurrent Cost Items not included in the Framework Agreement;
- (b) prices for Recurrent Costs are all-inclusive of the costs of necessary service such as subscriptions, needed for the continued and proper operation of the SaaS e-Government Procurement Solution and, if appropriate, of the Bidder's own allowance for price increases;
- (c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in FAGP Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in FASP Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table

in detail, and on the Recurrent Cost Summary Table in currency totals.

- 17.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Part 2 and with FAGP and FASP Clause 12 - Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables
- 17.4 The price of items that the Bidder has left blank in the cost tables provided in the Sample Bid Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during bid evaluation in accordance with ITB 31.3.
- 17.5 The subscription prices for the SaaS e-Government Procurement Solution shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms **specified in the SIB**, as follows:
- (a) Goods supplied from outside the Purchaser's country:

Unless otherwise specified in the SIB, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Purchaser's country. The named place of destination and special instructions for the contract of carriage are as specified in the FASP for FAGP 1.1 (e) (iii). In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;
 - (b) Locally supplied Goods:

Unit prices of Goods offered from within the Purchaser's Country, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if Call Off Contract is awarded;

(c) Inland transportation.

17.6 **Unless otherwise stated in the SIB**, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITB 17.5, whether the Goods are to be supplied locally or from outside the Purchaser's country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITB 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.

17.7 The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser's country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded.

17.8 **Unless otherwise specified in the SIB**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these bidding documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).

- 17.9 **Unless otherwise specified in the SIB**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.
- 18. Currencies of Bid and Payment**
- 18.1 The currency(ies) of the Bid and currencies of payment shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified **in the SIB**.
- 18.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.
- 19. Period of Validity of Bids**
- 19.1 Bids shall remain valid for the period specified **in the SIB** after the Bid submission deadline date prescribed by the Purchaser in accordance with ITB 23.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.
- 19.3 If the conclusion of the Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Framework Agreement Base Price shall be determined as follows:
- (a) in the case of a fixed price Framework Agreement, the Base Price shall be the Bid price adjusted by the factor specified **in the SIB**;
 - (b) in the case of an adjustable price contracts, no adjustments shall be made;
 - (c) in any case, Bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.

20. Bid Security 20.1 No Bid Security or Bid-Securing Declaration is required in relation to this Primary Procurement process.

21. Format and Signing of Bid 21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Bid, in the number specified **in the SIB** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the SIB** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

21.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

22. Submission, Sealing and Marking of Bids 22.1 The Bidder shall deliver the Bid in a single, sealed envelope (one (1) envelope process). Within the single envelope the

Bidder shall place the following separate, sealed envelopes:

- (a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and
- (b) in an envelope marked "COPIES", all required copies of the Bid; and,
- (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - (i) in an envelope marked "ORIGINAL - ALTERNATIVE BID", the alternative Bid; and
 - (ii) in the envelope marked "COPIES - ALTERNATIVE BID" all required copies of the alternative Bid.

22.2 The inner and outer envelopes shall:

- (d) bear the name and address of the Bidder;
- (e) be addressed to the Purchaser in accordance with ITB 23.1;
- (c) bear the specific identification of this Bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

22.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated **in the SIB**. When so specified **in the SIB**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the SIB**.

23.2 The Purchaser may, at its discretion, extend this deadline for submission of Bids by amending the bidding documents in accordance with ITB 8, in which case all

rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

26. Bid Opening

26.1 Except as in the cases specified in ITB 24 and ITB 25.2, the Purchaser shall conduct the Bid opening in public, in the presence of Bidders` designated representatives and anyone who chooses to attend, and at the address, date and time specified **in the SIB**. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the SIB**.

- 26.2 First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 26.3 Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 26.4 Envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative Bids, and indicating whether there is a modification; the presence or absence of a Bid Security or Bid-Securing Declaration; and any other details as the Purchaser may consider appropriate.
- 26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the SIB**.
- 26.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
- 26.8 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
- (b) the Bid Price, per lot if applicable, including any discounts; and
- (c) any alternative Bids

26.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with in accordance with ITB 42.

27.2 Any effort by a Bidder to influence the Purchaser in the evaluation of the Bids or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.

27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 32.

28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

**29. Deviations,
Reservations, and
Omissions**

29.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**30. Determination of
Responsiveness**

30.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the SaaS e-Government Procurement Solution specified in the Framework Agreement; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Framework Agreement; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section V, Purchaser's Requirements have been met without any material deviation, reservation, or omission.

30.4 To be considered for an Intention to Conclude Framework Agreement, Bidders must have submitted Bids:

- (a) for which detailed Bid evaluation using the same standards for compliance determination as listed in ITB 29 and ITB 30.3 confirms that the Bids are commercially and technically responsive, and include the components of the SaaS e-Government Procurement Solution in substantially the full required quantities for the entire SaaS e-Government Procurement Solution or, if allowed in the SIB ITB 35.8, the individual Subsystem, lot or slice Bid on; and are deemed by the Purchaser as commercially and technically responsive; and
- (b) that offer Information Technologies that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the Purchaser may require, pursuant to ITB 39.3.

**31. Nonmaterial
Nonconformities**

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission.

31.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities 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.

31.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the SIB.

- 32. Correction of Arithmetical Errors**
- 32.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail, and the latter will be corrected accordingly;
 - (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in Schedule No. 6 (Grand Summary), the former shall prevail, and the latter will be corrected accordingly; and
 - (c) 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 subject to (a) and (b) above.
- 32.2 A Bidder shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1 shall result in the rejection of the Bid.
- 33. Conversion to Single Currency**
- 33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the **SIB**.
- 34. No Margin of Preference**
- 34.1 No margin of preference shall apply in the Primary Procurement process and in any Secondary Procurement processes.
- 35. Evaluation of Bids**
- 35.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria in deciding to conclude a Framework Agreement (s. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.

Preliminary Examination

- 35.2 The Purchaser will examine the bids, to determine whether they have been properly signed, whether

required sureties have been furnished, whether any computational errors have been made, whether required sureties have been furnished and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the Technical Requirements).

Technical Evaluation

35.3 The Purchaser will examine the information supplied by the Bidders Pursuant to ITB 11 and ITB 16, and in response to other requirements in the Bidding document, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;
- (b) suitability of the SaaS e-Government Procurement Solution offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the bid;
- (c) achievement of specified performance criteria by the SaaS e-Government Procurement Solution;
- (d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the bid;
- (e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the SaaS e-Government Procurement Solution;
- (f) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration;
- (g) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.

35.4 If specified in the **SIB**, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the

formula, specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the Bid cost and the technical merits of each Bid

35.5 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Purchaser will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

Economic Evaluation

35.6 To evaluate a Bid, the Purchaser shall consider the following:

- (a) the Bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
- (c) price adjustment due to discounts offered in accordance with ITB 26.8;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

35.7 If price adjustment is allowed in accordance with ITB 17.9, the estimated effect of the price adjustment in the Framework Agreement(s) (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Bid evaluation.

35.8 The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 30. The evaluation will be performed assuming either that:

- (a) the Framework Agreement will be Concluded with the Bidder with the Most Advantageous Bid for the entire SaaS e-Government Procurement Solution; or
- 36. Comparison of Bids** 36.1 The Purchaser shall compare all substantially responsive Bids in accordance with ITB 35.6 to determine ranking of Bids based on the lowest evaluated cost.
- 37. Abnormally Low Bids** 37.1 An Abnormally Low Bid is one where the Bid price in combination with other constituent elements of the Bid appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.
- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the Framework Agreement in the event of a Call off Contract for the offered Bid Price, the Purchaser shall reject the Bid.
- 38. Unbalanced or Front-Loaded Bids** 38.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Purchaser's opinion, seriously unbalanced or front loaded the Purchaser may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of SaaS e-Government Procurement Solution, installations, proposed methodology, schedule and any other requirements of the bidding document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Purchaser may:
- (a) accept the Bid; or
- (b) if appropriate, require that the total amount of the Performance Security be increased, at the

expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price; or

(c) reject the Bid.

39. Eligibility and Qualification of the Bidder

39.1 Before concluding a Framework Agreement(s), the Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid meets the Framework Agreement criteria, the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.

39.3 **Unless otherwise specified in the SIB**, the Purchaser will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the SaaS e-Government Procurement Solution offered meets those stated in the Technical Requirements. However, if **so specified in the SIB** the Purchaser may carry out such tests **as detailed in the SIB**.

39.4 An affirmative determination shall be a prerequisite for conclusion of the Framework Agreement (s) to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated cost or best evaluated Bid, as the case may be, to make a similar determination of that Bidder's qualifications to perform satisfactorily.

39.5 The capabilities of the manufacturers and subcontractors proposed by the Bidder that is determined to have offered the Most Advantageous Bid for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price. Prior to signing the Contract, the corresponding Appendix to the Framework Agreement

shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

**40. Purchaser's
Right to Accept
Any Bid, and to
Reject Any or All
Bids**

40.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to Bidders.

41. Standstill Period

41.1 The Framework Agreement shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Conclude Framework Agreement.

**42. Notification of
Intention to
Conclude
Framework
Agreement**

42.1 The Purchaser shall send to each Bidder the Notification of Intention to Conclude Framework Agreement to the successful Bidder(s). The Notification of Intention to Conclude Framework Agreement shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder(s) submitting the successful Bid(s);
- (b) the price(s) of the successful Bid(s) or pricing mechanism as readout, and as evaluated;
- (c) the total combined score of the successful Bid(s);
- (d) the names of all Bidders who submitted Bids, and their Bid prices or price mechanism as readout and as evaluated prices and technical scores (if applicable);
- (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful, unless the price, or pricing mechanism(s) information in (d)) above already reveals the reason;
- (f) the expiry date of the Standstill Period; and

- (g) instructions on how to request a debriefing or submit a complaint during the standstill period;

F. CONCLUSION OF A FRAMEWORK AGREEMENT

43. Framework Agreement Criteria

43.1 This is a Closed Framework Agreement

43.2 Subject to ITB 40, the Purchaser shall conclude the Framework Agreement with the successful Bidder(s). This is(are) the Bidder whose Bid(s) have been determined to be the Most Advantageous Bid. The determination of the Most Advantageous Bid will be made in accordance to one of the two options as defined in **the SIB**. The methodology options are:

- (a) **when rated criteria are used:** The Bidder that meets the qualification criteria and whose Bid:
 - (i) is substantially responsive; and
 - (ii) is the best evaluated Bid (i.e. the Bid with the highest combined technical/quality/price score); or
- (b) **when rated criteria are not used:** The Bidder that meets the qualification criteria and whose Bid has been determined to be:
 - (i) substantially responsive to the bidding document; and
 - (ii) the lowest evaluated cost.

- 44. Notification to Conclude a Framework Agreement**
- 44.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 41.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.
- 45. No Obligation to Purchase**
- 45.1 The conclusion of a Framework Agreement shall not impose any obligation on the Purchaser(s) to purchase the SaaS e-Government Procurement Solution under the Framework Agreement.
- 46. Debriefing by the Purchaser**
- 46.1 On receipt of the Purchaser's Notification of Intention to Conclude a Framework Agreement(s) referred to in ITB 42, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 46.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
- 46.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

47. Signing of Framework Agreement

47.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Framework Agreement, and, if specified in the SIB, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

47.2 The successful Bidder shall sign, date and return to the Purchaser, the Framework Agreement within twenty-eight (28) days of its receipt.

47.3 In case of Multi-User Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all participating Purchasers.

47.4 Notwithstanding ITB 47.2 above, in case signing of the Framework Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the SaaS e-Government Procurement Solution to be supplied, where such export restrictions arise from trade regulations from a country supplying those SaaS e-Government Procurement Solution, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Framework Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the SaaS e-Government Procurement Solution under the terms of the Contract.

- 48. Publication of the Conclusion of Framework Agreement Notice**
- 48.1 Within ten (10) Business Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s), as per **ITB 44**, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Lead Purchaser, and if applicable, all participating Purchasers;
 - (b) name and reference number of the Framework Agreement being concluded, and the selection method used;
 - (c) names of all Bidders that submitted Bids, and their Bid prices, or pricing mechanisms, as read out at Bid opening, and as evaluated;
 - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
 - (e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.
- 48.2 The Conclusion of Framework Agreement Notice shall be published on the Procuring Agency's website with free access if available, and in at least two newspaper of national circulation in Nigeria, or in the official gazette. The Procuring Agency may also publish the Conclusion of Framework Agreement Notice in UNDB online.
- 49. Adjudicator**
- 49.1 Unless the **SIB** states otherwise, the Purchaser proposes that the person named **in the SIB** be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator. In this case, a résumé of the named person is attached to the **SIB**. The proposed hourly fee for the Adjudicator is specified in the **SIB**. The expenses that would be considered reimbursable to the Adjudicator are also specified **in the SIB**. If a Bidder does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Bid Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Bidder and the Adjudicator nominated **in the SIB** happen to be from the same country, and this is not the country

of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated **in the SIB** and propose a new one. If by the day the Framework Agreement is signed, the Purchaser and the successful Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority or if no Appointing Authority is specified there, the Framework Agreement will be implemented without an Adjudicator.

**50. Procurement
Related
Complaint**

50.1 The procedures for making a Procurement-related Complaint are as specified in the SIB.

G. Secondary Procurement Process for awarding a Call-off Contract

**51. Method and criteria
for award of Call-off
Contract**

51.1 The Secondary Procurement method that shall apply in selecting FA supplier and awarding a Call-off contract is specified **in the Framework Agreement** (Framework Agreement, Schedule 3, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Suppliers must continue to be qualified and eligible, and the Service must continue to be eligible, as per the criteria stipulated in this RFB. The Purchaser may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.

**52. Adjustment to the
Base Price**

52.1 The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in Framework Agreement, Section B: Framework Agreement Specific Provisions.

SECTION II - SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

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

ITB Reference	A. General
ITB 1.1	<p>The Procuring Agency is: <i>Kaduna State Pubic Procurement Authority (KADPPA)</i></p> <p>The Procuring Agency is: the agency acting for, and on behalf of, <i>all participating Purchasers</i> in concluding the Framework Agreement.</p> <p>The reference number of the Request for Bids (RFB) is: <i>KD/PPA/FR/ICB/2019/001</i></p> <p>The name of the RFB is: <i>Provision of an E-Government Procurement suite (Software as a Service)- Under a Framework Agreement</i></p>
ITB 1.2 & 1.3 (I)	This Primary Procurement will conclude Multi-User Framework Agreement
ITB 1.2, 1.3 (P)	The Purchasers that are permitted to purchase under the Framework Agreement are: Listed in schedule 2 of Framework Agreement
ITB 1.2, 1.3 (U)	<p>Single-Supplier Framework Agreement</p> <p>This Primary Procurement intends to conclude a Single-Supplier Framework Agreement.</p>
ITB 1.2, 1.3 (W)	<p>Term of Framework Agreement</p> <p>The Framework Agreement shall be for a Term of three years.</p>
ITB 4.1	Maximum number of members in the JV shall be: <i>three (3)</i>
B. Bidding Document	
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Purchaser's address is:</p> <p>Attention: Muhammed Suleiman</p>

	<p>Address: Kaduna State Public Procurement Authority Sir Kashim Ibrahim House. 44, Polytechnic Road. Badiko, Kaduna, Kaduna State, Nigeria Telephone: +2348023081545 Electronic mail address: kadppakdsg@gmail.com</p> <p>Requests for clarification should be received by the Purchaser no later than: 7 days before the bid submission deadline</p>
ITB 7.1	Web page : www.kadppa.kdsg.gov.ng
ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place: Date: 21st January 2020 Time: 12noon Nigeria Time Place: Conference Room, KADPPA, Kaduna A site visit conducted by the Purchaser shall not be organized.</p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is: English Language</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English Language</p>
ITB 11.1 (k)	<p>The Bidder shall submit with its Bid the following additional documents: None</p> <hr/>
ITB 13.1	Alternative Bids are not permitted.
ITB 15.2	Prequalification has not been undertaken.

ITB 16.2 (a)	<p>In addition to the topics described in ITB Clause 16.2 (a), the Preliminary Project Plan must address the following topics: <i>[modify as appropriate]</i>:</p> <ul style="list-style-type: none"> (i) <i>Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</i> (ii) <i>Implementation Sub-Plan;</i> (iii) <i>Training Sub-Plan;</i> (iv) <i>Testing and Quality Assurance Sub-Plan;</i> (v) <i>Warranty Defect Repair and Technical Support Service Sub-Plan</i>
ITB 16.3	<p>In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer specific brand names and models for the following limited number of specific items: None</p>
ITB 17.2	<p>The Bidder <i>must</i> bid Recurrent Cost Items</p>
ITB 17.2	<p>The Bidder <i>must not bid</i> for contracts of Recurrent Cost Items not included in the main Contract.</p>
ITB 17.8	<p>ITB 17.8 is modified as follows: there is no modification</p>
ITB 17.9	<p>The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Call off Contract.</p>
ITB 18.1	<p>The Bidder <i>is</i> required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.</p>
ITB 19.1	<p>The Bid validity period shall be 120 days.</p>
ITB 21.1	<p>In addition to the original of the Bid, the number of copies is: <i>four (4) copies and one (1) electronic copy on a CD/Pen Drive</i></p>
ITB 21.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>Power of Attorney</i></p>
<p>D. Submission and Opening of Bids</p>	
ITB 23.1	<p>For <u>Bid submission purposes</u> only, the Purchaser's address is:</p>

	<p>Attention: Arc Muhammed Suleiman <u>Kaduna State Public Procurement Authority</u> Sir Kashim Ibrahim House. 44, Polytechnic Road. Badiko, Kaduna, Kaduna State, Nigeria</p> <hr/> <p>The deadline for Bid submission is: Date: 30th January 2020</p> <hr/> <p>Time: 12.00pm Street Address: Sir Kashim Ibrahim House. 44, Polytechnic Road. Badiko, Kaduna, Kaduna State, Nigeria</p>
ITB 23.1	Bidders <i>shall not</i> have the option of submitting their Bids electronically.
ITB 26.1	<p>The Bid opening shall take place at: <i>Kaduna State Public Procurement Authority</i> <i>Conference Room</i> <i>Sir Kashim Ibrahim House.</i> <i>44, Polytechnic Road.</i> <i>Badiko, Kaduna,</i> <i>Kaduna State,</i> <i>Nigeria</i></p> <p>Date: <i>30th January, 2020</i></p> <hr/> <p>Time: 12.30pm</p>

ITB 26.1	The electronic Bid opening procedures shall be: <i>Not Applicable</i>
ITB 26.6	The Letter of Bid and Price Schedules shall be initialed by three representatives of the Purchaser conducting Bid opening. <i>Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser,</i>
E. Evaluation, and Comparison of Bids	
ITB 31.3	The adjustment shall be based on the <i>highest</i> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. If the missing Services are a scored technical feature, the relevant score will be set at zero.
ITB 33.1	<p>The currency(ies) of the Bid shall be converted into a single currency as follows: <i>United State Dollars</i></p> <p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is: United State Dollars</p> <p>The source of exchange rate shall be: <i>The Central Bank of Nigeria</i></p> <p>The date for the exchange rate shall be: <i>Bid Opening Date.</i></p>
ITB 35.4	The Purchaser's evaluation of responsive Bids <i>will take</i> into account technical factors, in addition to cost factors as specified in Section III, Bid Evaluation and Qualification Criteria.
ITB 35.4	<p>Discount Rate (I) for net present value calculations of recurrent costs (if any) is 10 percent per annum.</p> <p>If rated criterion is used:</p> <p>The weight to be given for cost, X is: 80%</p> <p>The weight of the Technical factors is 20%</p> <p><i>Please see Section III, Bid Evaluation and Qualification Criteria. for technical features to be evaluated, the respective score, and list the relevant reference in the Technical Requirements.</i></p>

ITB 35.8	<p>Bids for Subsystems, lots, or slices of the overall SaaS e-Government Procurement Solution will not be accepted.</p> <p>Discount that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Bids and such discounts shall not be considered in the price evaluation.</p>
ITB 39.3	<p>As additional qualification measures, the SaaS e-Government Procurement Solution (or components/parts of it) offered by the Bidder with the Most Advantageous Bid will be subjected to the following additional qualification conditions prior to conclusion of framework agreement:</p> <ol style="list-style-type: none"> 1. The Purchaser/Evaluation Team will invite the firm with the most advantageous bid for a live demonstration of all functional and technical requirements 2. There will be submission of reference validation/confirmation letters to confirm the genuineness of references provided by the Bidder 3. Assessment of Sub Contractors' capacity to ensure their adequacy for the services sub contracted to them
ITB 43	<p>The award will be made on the basis of rated criteria pursuant to ITB 35.7, if applicable, in accordance with Section III, Evaluation and Qualification Criteria.</p>
G. CONCLUDING A FRAMEWORK AGREEMENT	
ITB 47.1	<p>The successful Bidder submit the Beneficial Ownership Disclosure Form.</p>
ITB 47.2	<p>Signing the Framework Agreement</p> <p>The Bidder shall sign, date and return the Framework Agreement within Ten (10) days of receipt of the same.</p>

ITB 49	<p>The proposed Adjudicator is: CYRIL OLUTAYO EGUNLAYI as per the résumé attached to this SIB</p> <p>The proposed hourly fee is \$150</p>
ITB 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the Kaduna State Public Procurement Law 2016. If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>Arc. Muhammed Suleiman</i></p> <p>Title/position: <i>Director Compliance and Training</i></p> <p>Purchaser: <i>Kaduna State Public Procurement Authority</i></p> <p>Email address: kadppakdsg@gmail.com</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Purchaser's decision to award the contract.

Adjudicator's CV/Resume:

RESUME

Name: Olutayo Cyril Egunlayi, *B.Sc, MBA, M.Sc, MCSN*

Date of Birth: 22nd November 1971

Place of Birth: Irun Akoko, Ondo State Nigeria

Local of Origin: Akoko North West

Sex: Male

Nationality: Nigeria,

Marital Status: Married with Children

Address: No. 16B, Ijero Street Ijapo Estate, Ondo State, Nigeria
Tel: +234 803 367 6175
E-mail: cyrilolutayo@gmail.com

Career Summary

24+ years of strong experiences in ICT Policy design, provide leadership, oversight and strategic guidance for staff. Functions as a primary organizational representative and ensures strong collaboration with local government and international donor agency. Build partnerships with government and other private and social sector organizations, and advocate for policies and programs that maximize impact and resources to further ICT innovation.

Vast experience in Systems Analysis, Software Design / Development, Project Management and Heterogeneous Network Design and Implementation. Recent areas of concentration were in project strategy design, project management, human resources management, budget preparation, defense and implementation.

POLITICAL POSITION EXPERIENCE SUMMARY

- **Senior Special Assistant to the Governor on**
July 2010-Feb. 2012
Electronic Documentation & Digital Archiving
- **Pioneer Chairman, State Information Technology Agency (SITA)**
Feb. 2009 - June 2010
Senior Special Assistant to the Governor on ICT

PROFESSIONAL EXPERIENCE

Quibiztec Limited, Nigeria

February 2013 - Date

- Provision of Consultancy Services to Ondo State Public Sector Governance Reform and Development Project, a World Bank Assisted Project
- Provides leadership and vision in development and implementation of Quibiztec's initiatives and acts as a spoke-person of the organization
- Assess opportunities and develops projects by obtaining inputs from other team members
- Ensure the implementation and delivery of Quibiztec Projects
- Builds partnership with government and other private and social sector organization
- Identifies and evaluates risk to the organization's staff, property, finances, goodwill and image, and work with the appropriate colleagues in the operations and unit to implement measures to manage and reduce risk.
- Managing complex and large tenders and bid teams

- Setting targets and goals for sales and management teams.
- Representing the company at trade shows, industry functions and networking events.
- Attracting new clients and identifying new markets.
- Presenting business strategies and common goals clearly to colleagues.
- Intimately involved in the writing up of all marketing literature.
- Seeking out and identifying new business opportunities.
- Raising the company's profile within the market place.
- Responded to all technical Request-For-Proposals (RFPs).
- Solicited for technical partners.
- Ensured high morale among company personnel.
- Coordinate company personnel and ensured good quality of services among staff.
- Involved in final designs, overall implementation and documentation projects
- Solicit for business in both public and private sectors
- Ensure total compliance to all procurements acts

Ondo State Information Technology Agency

March 2009 - Feb. 2013

Senior Special Assistant to the Governor on ICT / Executive Chairman

- Established the framework and the strategy for the creation of the agency
- Prepared and write the draft executive bill for the establishment of the agency
- Coordinate and Manage the overall activities of the agency
- Advice the Governor on the uses and deployment of ICT Solutions and Strategy
- Functions in all committee that work on ICT related assignment for the State
- Budget Preparation, Defense and Implementation in line with the public procurement act
- Improved Service Delivery to the public through the provision of Information Technology to departments and organs of State
- Promote the efficiency of departments and organs of State through the use of ICT
- Designed for Implementation a Statewide Chip Based Biometric Card System
- Designed for Implementation a Triple Play Wireless Based Infrastructure
- Designed and Implementation of an Electronic Receipt Application
- Revamping of the existing LAN infrastructure to some selected MDAs
- Revamping of Existing Data Centre
- Designed for Implementation a New Chart of Account for the entire MDAs
- Preparation & Evaluations of Tenders Documents
- Reactivation of Internet Link to all MDAs, increasing the Internet Capacity to MDAs
- Solicit for both Financial and Technical Assistant from Donor Agency

New Responsibility

Giving a new mandate to establish and manage the Electronic Documentation & Digital Archiving for the State. (Ondo State Electronic Records Management Bureau)

- Established the framework and the strategy for the creation of the agency
- Prepared and write the draft executive bill for the establishment of the agency
- Coordinate and Manage the overall activities of the agency
- Budget Preparation and Defense

eTel Limited, Nigeria Managing Partner

November 2003 - February 2009

- Designed and implement eTel Network
- Designed and Supervised eTel Wireless Internet Service Provider
- Supervised all technical projects
- Customers Billing Management
- Designed and Implement Broad Voice VOIP Solutions
- Manage eTel Vsat and Wireless Network
- Responded to all technical Request-For-Proposals (RFPs).
- Solicited for technical partners.
- Ensured high morale among company personnel.
- Coordinate company personnel and ensured good quality of services among staff.
- Involved in final designs, overall implementation and documentation of network and software projects.
- Designed, supervised the deployment and supported RAID, DHCP, WINS, DNS, Security and Clustering on Microsoft Windows 2003.
- Designed and configured Cisco router for dial up clients
- Creating Simple SQL query for user's data management
- Supervised the design and development of various database Application Packages

Lofty Systems Inc, Laurel Maryland, USA

Snr. Network Engineer

October 2001 - October 2003

- Planning and implementing the migration of Windows NT 4.0 server to Windows 2000 server
- Installed the DHCP / DNS server for IP address automation
- Creating and managing users account on the servers
- Troubleshooting of the LAN / WAN hardware using LAN management tools (LAN/WAN protocol analyzers and fluke digital cable analyzer)
- Configured CISCO router and Switches (defining and applying access list)
- Configured Linux as a firewall server using the IP-chaining technology

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- Software configuration, testing, fixes and upgrades of new releases.
 - Provide remote access by integrating dial-up connectivity with traditional, remote LAN-to-LAN access, as well as supporting the higher levels of performance required for new application such as Internet commerce, multimedia etc.
 - Automations of logging and backup procedure using scripting languages
 - Designed and implemented the backup procedure using VERITAS Backup Exec 8.5
 - Involved in the site preparation, structural cabling (data & power) for 10/100BaseT Ethernet network, using fiber as the backbone
 - Maintained pool of desktop PCs, and portables
 - Support customers base via phone and onsite visits as required
 - Responding to customers issues and network downtime after hours
 - Integration of network solutions and designs for customers.

**INTERNATIONAL INSTITUTE OF TROPICAL AGRICULTURE (Member of CGIAR),
Benin Republic**

Computer Specialist

March 1999 - October 2000

- Team leader, responsible for managing and troubleshooting the Windows NT 4.0 TCP/ IP networking environment
- Oversees systems upgrades and staff training
- Migrate the MS mail to Microsoft exchange server 5.5 and setting up of users profiles in Microsoft Outlook 97/98/200 and securities
- Built, installed and setup the organization multiple servers, create users accounts and recipient mailboxes in Microsoft Mail.
- Performed daily backups, restores operations and updated virus detection software,
- Installed and configured the DNS and DHCP servers, and automate the IP address assignment on the workstations.
- Configured and created users account in the windows NT Domain and Windows NT dial up remote access server
- Monitor the health status of exchange server, NT server and other network devices
- Installed new cables and replaced old cable, and troubleshoot in-house cable connections using tone tracer and cable tester
- Ensure the use of state-of-art hardware and software: evaluate and justifying the acquisition or upgrade of hardware and software product
- Serve as liaison with vendor for maintenance and warranty work products

United Bank For Africa, Lagos Nigeria

**Network Analyst
1999**

November 1996 - March

- Designed and implemented LAN / WAN for 200 branches with over 2000 nodes for the bank nationwide
- Installed and maintained of heterogeneous network consisting of Window NT and Unix (Linux & Solaris platforms using TCP/IP protocol on Intel & SPARC base systems platform)
- Configured DHCP, DNS, FTP and RAS (Clients and server) systems
- Site preparation, structural cabling (voice, data & Power) for 10/100BaseT Ethernet network
- Configured network segments using CISCO routers and CISCO Switches
- Optimized the WAN through Internet access solutions that reduce bandwidth and reduces WAN costs using features such as filtering with access List, bandwidth on demand (BOD), and Dial on Demand Routing (DDR)
- Installed and maintained the CISCO AIRONET wireless radio network and HNS VSAT systems for the wide area link of the bank.
- Suggested new products and ideas that increased the performance of the network

Mobil Producing Nigeria Unlimited, Lagos Nigeria

**NYSC / CONTRACT STAFF NETWORK SUPPORT ENGINEER March 1994 -
November 1996**

- Installed and configured clients / server network on Windows NT4.0 and Novell NetWare using TCP /IP Protocol
- Maintained network users, directories, and security
- Communicates and coordinates network schedule, backup and downtime to users
- Assisted clients with the installation and training in the use of accounting software
- Involved in the designed and implementation of LAN / WAN in a single master domain
- Participated in fashioning policies on customer support duties, new technical products and designed approval
- Developed excellence in MS office training courses
- Helpdesk Support, logging and escalating clients problems to various support departments
- Email Support using Lotus Notes
- Acquired basic techniques and skill on installation, repairs and servicing of computer systems, UPS, monitor, printers and terminal
- Learned new technology such as routers, switches and MAU
- Proficient on the basic of network installations, network application and network troubleshooting

Network Skills: DNS, DHCP, WINS, Cabling, Ethernet, Token Ring, Visio, Network and Performance Monitors, TCP/IP (Subnets), IPX/SPX, AppleTalk, VLAN, STP, VTP, 3-layered hierarchical designs, Exchange 2000, RIP (v1 and v2), IGRP, OSPF, BGP, Static routes, MSFC, Cisco Routers/PIX Firewall, Multilayer Switches, Frame Relay, DDR, ISDN, Wireless and other WAN technologies.

Software Skills: C, Visual Basic, Clipper, ASP.NET, SQL, Windows 2003, NT, Linux and several application packages.

Education, Professional Training & Seminar:

NIDOE France, Paris. The New Ondo State, Nigeria: ICT Initiative in Perspective - August 2009

Obafemi Awolowo University, Ife Osun State Nigeria.

- Master of Computer Science & Engineering
- Master of Business Administration (MBA), November, 09

University of Maryland, University College, Maryland USA

- Certificate in Graduate Writing 10/02

University of Ibadan, Oyo State Nigeria.

- Bachelor of Science (Computer Science) March 93,

OnQ Technologies Beltsville, Maryland USA July 02.

Advanced Application and Testing

OnQ Office & Home Wiring System Installation

Breezecom Inc., San Jose, California, USA 10/01

Internetworking with BREEZECOM wireless products

NubaCom Inc., Solutions Wisconsin, USA 12/00

Windows NT Core Technology Course

NITEL Engineering & Technical Training Center, Lagos Nigeria 12/96

Certificate In Data Communication

Mobil in-house training, Lagos Nigeria 11/94

Overview of Mobil NetWare, Unix and Windows Environment

Mobil in-house training, Lagos Nigeria 11/94

UNIX Fundamental Course and UNIX Administrator Course

PROFESSIONAL BODIES

- Member, Nigeria Computer Society (MNCS (05183))

KEY SKILLS

- Budget Preparation, Defense and Implementation.
- Having a creative / innovative approach to problem solving.
- Identifying and then generating ideas and leads.
- Managing human resources on a day-to-day basis.
- Experience of a high end, high volume project management
- Ability to interpret complex information, data, news and research quickly.
- Ensuring that all projects do not exceed budgetary constraints.
- Comprehensive knowledge of modern networking techniques.

MAJOR ACHIEVEMENTS

- Draft the Executives bill for creation of both Ondo State Information Technology Agency and Ondo State Electronic Records Management Bureau
- Initiated the Design of an SMS based Election Monitoring Systems to support the APC Presidential Election in Ondo State
- Initiated and set-up the Ondo State Information Technology Agency
- Initiated and Designed the Ondo State Residency Card Project (Kardi-IgbeAyo)
- Initiated and set-up the Ondo State Volunteer Database
- Design and Implement Automated Vehicle Registration for Ondo State
- Design and Implement Automated E-Payment Platform Application for Ondo State Board of Internal Revenue
- Initiated the Design of a Triple Play Wireless Infrastructure
- Design and Implement a Forensic Biometric Application for Election Petition Support

REFEREES:

- 1) Professor ROBERT AJAYI BOROFFICE
Senator of the Federal Republic of Nigeria
Tell: 08176406557

- 2) Engr. Ife Oyedele
Executive Director (Engineering & Technical Services)
Niger Delta Power Holding Company Limited (NDPHC)
Tell: 0803 403 0321

- 3). Mr. Ogundahunsi Gani Adebola
Rector
Rufus Giwa Polytechnic, Owo, Ondo State
Tell: 08033187524

**SECTION III - EVALUATION AND QUALIFICATION CRITERIA
(WITHOUT PREQUALIFICATION)**

1. Combined Evaluation

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 30.

If indicated by the SIB, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weight for the Price as specified in the SIB

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with ITB 39.

2. Technical Evaluation (ITB 35.3 and ITB 35.4)

If, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., the price weight, X , is less than 1 in the evaluation), the Total Technical Points assigned to each Bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Bid in accordance with the criteria set forth below.

- (a) The technical features to be evaluated are generally defined below and specifically identified in the SIB:
 - (i) Performance, capacity, or functionality features that either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the SaaS e-Government Procurement Solution.

- (ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the SaaS e-Government Procurement Solution.
 - (iii) The quality of the Bidder's Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in Section VII, Technical Requirements or proposed by the Bidder based on the Bidder's experience.
- (b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically identified in the SIB, namely:
 - (i) The technical features that reflect how well the SaaS e-Government Procurement Solution meets the Purchaser's Business Requirements (including quality assurance and risk-containment measures associated with the implementation of the SaaS e-Government Procurement Solution).
 - (ii) The technical features that reflect how well the SaaS e-Government Procurement Solution meets the System's Functional Performance Standards.
 - (iii) The technical features that reflect how well the SaaS e-Government Procurement Solution meets the General Technical Requirements for hardware, network and communications, Software, and Services.
- (c) As specified **in the SIB**, each category will be given a weight and within each category each feature may also be given a weight.
- (d) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.

TECHNICAL/QUALITY EVALUATION PARAMETERS AND SCORING SCHEME

The technical proposals will be evaluated in two stages:

1. Stage one will evaluate mandatory requirements on a pass or fail basis which implies that any bid which does not pass this stage will not be evaluated further.
2. Stage two of the technical evaluation will subject bids to merit point evaluation.

Stage One: Evaluation of Mandatory Operational, Technical and Functional Requirements

Stage Two: Technical Evaluation on Merit Basis

Stage two of the technical evaluation will be conducted for bids that have passed the mandatory operational, technical and functional requirements. **Allocation of Scores**

Number	Requirements	Maximum Points	
Stage Two Evaluation			
1	Compliance with Desirable (Non-Mandatory) operational, technical and functional/Business requirements	40	
2	Proposed Solution, Approach and Methodology and Work Plan	60	
	TOTAL SCORE (Stage Two)	100	

In addition to the criteria listed in ITB 35.3 (a) and (e), the following factors shall apply:

3. Economic Evaluation

The following factors and methods will apply:

(a) Time Schedule:

Time to complete the SaaS e-Government Procurement Solution from the effective date specified in **Article 3 of** the Framework Agreement for determining time for completion of pre-commissioning activities is: _____. No credit will be given for earlier completion.

(b) Recurrent Costs

Since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given hereafter, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Bidder in Price Schedule Nos. 3.3 and 3.5.

Recurrent cost items for post- warranty service period if subject to evaluation shall be included in the main contract or a separate contract signed together with the main contract.

Such costs shall be added to the Bid price for evaluation.

Option 1: The recurrent costs factors for calculation of the implementation schedule are:

- (i) number of years for implementation
- (ii) hardware maintenance
- (iii) software licenses and updates
- (iv) technical services-
- (v) telecommunication services, and
- (vi) other services (if any).

The Recurrent Costs (R) are reduced to net present value and determined using the following formula:

$$R \equiv \sum_{x=1}^{N+M} \frac{R_x}{(1+I)^x}$$

where

N = number of years of the Warranty Period, defined in FAGP Clause 8.7

M = number of years of the Post-Warranty Services Period, as defined in FASP Clause 1.1. (e) (xii)

x = an index number 1, 2, 3, ... $N + M$ representing each year of the combined Warranty Service and Post-Warranty Service Periods.

R_x = total Recurrent Costs for year "x," as recorded in the Recurrent Cost Sub-Table.

I = discount rate to be used for the Net Present Value calculation, as specified in the SIB 35.3.

(c) Specific additional criteria

The relevant evaluation method, if any, shall be as follows:

4. Technical alternatives

If invited in accordance with ITB 13.4, will be evaluated as follows: **Not Applicable**

.....
.....

2. Qualification

Factor	2.1 ELIGIBILITY					
Sub-Factor	Criteria					Documentatio n Required
	Requirement	Single Entity	Bidder			
			Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
<u>2.1.1 Nationality</u>	Nationality in accordance with ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI - 2.1.1 and 2.1.2, with attachments
<u>2.1.2 Conflict of Interest</u>	No- conflicts of interests as described in ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
<u>2.1.3 Ineligibility</u>	Not having been declared ineligible by any of the MDBs or the Government of Nigeria, or any State in Nigeria as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	2.1 ELIGIBILITY					
Sub-Factor	Criteria					Documentatio n Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
2.1.4 State owned Entity of the country	Compliance with conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI - 2.1.1 and 2.1.2, with attachments
2.1.5 United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the laws of the Federal republic of Nigeria (<i>by the Government of Nigeria or any State in Nigeria</i>) or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	2.2 HISTORICAL CONTRACT NON-PERFORMANCE					
Sub-Factor	Criteria					Documentatio n Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur as a result of Bidder's default since 1 st January 2015		Must meet requireme nt by itself or as member to past or existing JV	N / A		Must meet requireme nt ¹

¹ This requirement also applies to contracts executed by the Applicant as JV member.

2.2.2 Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement	N / A	Form CON - 2
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Factor	2.3 FINANCIAL SITUATION					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
2.3.1 Historical Financial Performance	Submission of audited balance sheets and Income and Loss Statement or if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 3 years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN - 2.3.1 with attachments
2.3.2 Average Annual Turnover	Minimum average annual turnover of \$3,000,000.00,	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN - 2.3.2

Factor	2.3 FINANCIAL SITUATION					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
	calculated as total certified payments received for contracts in progress or completed, within the last three (3) years			All members combined	Each member	At least one member
2.3.3 Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement:	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN - 2.3.3

Factor	2.3 FINANCIAL SITUATION					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
				All members combined	Each member	At least one member
	\$1,500,000.00					

Factor	2.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
All members combined			Each member	At least one member		
2.4.1 General Experience	Experience under SaaS e-Government Procurement Solution contracts in the role of prime supplier, management contractor, JV member, for at least the last five (5) years prior to the applications submission deadline.	Must meet requirement	N / A	Must meet requirement	N / A	Form 2.4.1 EXP-
2.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV ² member, in at least two (2) contracts within the last five (5) years , that have	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP 2.4.2

² For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, and role and responsibilities shall be considered to meet this requirement.

Factor	2.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
All members combined			Each member	At least one member		
	<p>been successfully and substantially completed and that are similar to the proposed SaaS e-Government Procurement Solution. That is, Installation and implementation of a fully integrated e-Government Procurement (Software as a Service) in any Public Sector environment</p>					

2.5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	SaaS e-Government Procurement Solution Experience <i>[Specify specific experience requirement for the key positions]</i>
1	Project Manager /Change Manager	Excellent understanding of best practice methodologies (e.g. Agile, PMP, MSP, JIRA, Sprint and Scrum Master, CCMP, etc.) 10 years General experience
2	Subject Matter Expert /Business Area Expert	Information System Analyst Certification. 10 years of general experience.
3	System Implementation & Integration Lead/System Analyst	Information System Analyst Certification. 10 years of general experience.
4	Quality Assurance Lead	Information System Certification. 10 years of general experience.
5	Training Lead	Certified Training Professional (CTP), Certified Training and Development Professional (CTDP). 10 years of general experience
6	IT Security Lead/System Administrator	Professional System Administration or Security Expert Certification. 10 years of general experience.
7	Data Base Administrator/Analyst (DBA)	A professional Database Administrator / Expert Certification. 10 years of general experience
8	System Analyst	Information System Analyst Certification. 10 years of general experience.

9	Documentation Specialist	Certified Documentation Expert. 10 years of general experience.
10	Cloud Expert	Professional Cloud Administration/Expert Certification. 12 years of general experience

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

2.6 Subcontractors/vendors/manufacturers

Subcontractors/vendors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1		
2		
3		
...		

Failure to comply with this requirement will result in rejection of the subcontractor/vendor.

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related sub system or component to supply and install that item in the Purchaser's Country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria listed above for that item.

SECTION IV - BIDDING FORMS**Table of Forms**

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Letter of Bid

Primary Procurement - Framework Agreement Procurement of SaaS e-Government Procurement Solution

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Framework Agreement - Procurement of SaaS e-Government Procurement Solution

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

RFB No.: *[insert number of RFB process]*

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

To: *[insert complete name of Purchaser]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to provide a **Software as a Service Solution (SaaS)** in conformity with the bidding document of the following: *[insert a brief description of the IS Design, Installation and Implementation Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;

Or

- (f) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in SIB-ITB 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in SIB ITB 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3;
- (j) **Suspension and Debarment:** We also declare that the Government of Nigeria has not declared us, and any subcontractors or suppliers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices;
- (k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- (m) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency/Purchaser(s) to purchase any Service from any FA Supplier during the Term of the Framework Agreement;
- (n) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Purchaser in respect of the total quantities or value of the Service that may be ordered by it, or any participating Purchaser(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
- (o) **Not Bound to Accept:** We understand that there is no obligation on the Procuring Agency/Purchaser(s) to purchase any Services from any FA Supplier during the Term of the Framework Agreement; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

3. PRICE SCHEDULE FORMS

Notes to Bidders on working with the Price Schedules

General

1. The Price Schedules are divided into separate Schedules as follows:
 - 3.1 Project Implementation Price Schedule
 - 3.2 Annual Recurrent Price Schedule (Summary)
 - 3.3 Annual SaaS Service Subscription Price Schedule
 - 3.4 Annual SaaS Technical Support Service Cost
 - 3.6 Country of Origin Code Table

[insert: any other Schedules as appropriate]
2. The Schedules do not generally give a full description of the information technologies to be installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these bidding documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB 18.1 and ITB 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these bidding documents.
6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Purchaser will correct any arithmetic error in accordance with the provisions of ITB 32.
7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item if a call off contract is undertaken under this

Framework Agreement. As specified in ITB 18.2, no more than three foreign currencies may be used.

3.1 Project Implementation Price Schedule

a. Project Implementation Price Schedule

			Implementation/Deployment - Prices					
			Items or services					
Line Item No.	Implementation Activity/Milestone	Measurement Parameter (MDA/Use r)	Phase 1 (e-Publishing/Notification)		Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price
1	Project Mobilization and Planning	1-5 MDAs						
		5-50 MDAs						
		Above 50 MDAs						
2		1-5 MDAs						

		Implementation/Deployment - Prices							
		Items or services							
Line Item No.	Implementation Activity/Milestone	Measurement Parameter (MDA/Use r)	Phase 1 (e-Publishing/Notification)		Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)		
			Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price	
	Requirements gathering and blueprinting	5-50 MDAs							
		Above 50 MDAs							
3	Solution Configuration and Customization	1-5 MDAs							
		5-50 MDAs							
		Above 50 MDAs							
4	Data digitization and migration	1-5 MDAs							

		Implementation/Deployment - Prices							
		Items or services							
Line Item No.	Implementation Activity/Milestone	Measurement Parameter (MDA/Use r)	<i>Phase 1 (e-Publishing/Notification)</i>		<i>Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)</i>		<i>Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)</i>		
			<i>Local Currency Price</i>	<i>Foreign Currency Price</i>	<i>Local Currency Price</i>	<i>Foreign Currency Price</i>	<i>Local Currency Price</i>	<i>Foreign Currency Price</i>	
		5-50 MDAs							
		Above 50 MDAs							
5	Testing (Schedule 3.1.2)	1-5 MDAs							
		5-50 MDAs							
		Above 50 MDAs							

			Implementation/Deployment - Prices					
			Items or services					
Line Item No.	Implementation Activity/Milestone	Measurement Parameter (MDA/Use r)	Phase 1 (e-Publishing/Notification)		Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price
6	Training	1-100 Users						
		100-1000 Users						
		Above 1000 Users						
7	Project and Change Management	1-5 MDAs						
		5-50 MDAs						

		Implementation/Deployment - Prices							
		Items or services							
Line Item No.	Implementation Activity/Milestone	Measurement Parameter (MDA/Use r)	<i>Phase 1 (e-Publishing/Notification)</i>		<i>Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)</i>		<i>Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)</i>		
			<i>Local Currency Price</i>	<i>Foreign Currency Price</i>	<i>Local Currency Price</i>	<i>Foreign Currency Price</i>	<i>Local Currency Price</i>	<i>Foreign Currency Price</i>	
		Above 50 MDAs							
8	Go-live and roll-out	1-5 MDAs							
		5-50 MDAs							
		Above 50 MDAs							
SUBTOTALS									
TOTAL (Grand Summary)									

N.B: Details of the Project Implementation Price Schedule will be provided in the Framework Contract

3.2. Annual Recurrent Price Schedule - Summary

Line Item No.	Cost Item	Recurrent Cost Sub-Table Ref. No.	Year 1		Year 2		Year 3	
			<i>[insert: Local Currency Price (Annual)</i>	<i>[insert: Foreign Currency Price (Annual)</i>	<i>[insert: Local Currency Price (Annual)</i>	<i>[insert: Foreign Currency Price (Annual)</i>	<i>[insert: Local Currency Price (Annual)</i>	<i>[insert: Foreign Currency Price (Annual)</i>
1	Service Subscription Summary Cost							
2	Technical Support Service Cost							
	Subtotals (to Grand Summary Table)							

N.B: Details of the Recurrent Price Schedule Per Participating State will be provided in the respective Framework Contract

3.3 Annual SaaS Service Subscription Price Schedule

Costs MUST reflect prices and rates quoted in accordance with FAGP Clause 6.

Line Item No.	Service/User Category	Projected Volume (Users)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
1	SaaS Subscription Service for Admin User	0-100						
		100-1,000						
		Above 1,000						
2		0-100						

Line Item No.	Service/User Category	Projected Volume (Users)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
	SaaS Subscription Service for E-Procurement Plan User	100-1,000						
		Above 1,000						
3	SaaS Subscription Service for E-Registration User	0-100						
		100-1,000						
		Above 1,000						
4		0-100						

Line Item No.	Service/User Category	Projected Volume (Users)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
	SaaS Subscription Service for E-Publishing User	100-1,000						
		Above 1,000						
5	SaaS Subscription Service for E-Tendering User	0-100						
		100-1,000						
		Above 1,000						
6		0-100						

Line Item No.	Service/User Category	Projected Volume (Users)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
	SaaS Subscription Service for E-Evaluation/Award User	100-1,000						
		Above 1,000						
7	SaaS Subscription Service for Business Intelligence Reporting and Dashboard	0-100						
		100-1,000						
		Above 1,000						
8		0-100						

Line Item No.	Service/User Category	Projected Volume (Users)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
	TOTAL (Grand Summary)							

N.B: Details of the SaaS Service Subscription Price Schedule will be provided in the Framework Contract

3.4 Annual SaaS Technical Support Service Cost

Line Item No.	Service	Projected Volume (MDAs)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
1	User Support/Hot-Line	1-5						
		5-50						
		Above 50						
2	Technical Assistance	1-5						
		5-50						
		Above 50						
3		1-5						

Line Item No.	Service	Projected Volume (MDAs)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
4	Warranty Defect Repair Service	5-50						
		Above 50						
		1-5						
4	Post Warranty Maintenance Services	5-50						
		Above 50						

N.B: Details of the SaaS Technical Support Service Costs will be provided in the Framework Contract

3.5 Country of Origin Code Table (Not to be used)

Country of Origin	Country Code		Country of Origin	Country Code		Country of Origin	Country Code

**Form ELI 2.1.1
Bidder Information Form
Primary Procurement - Framework Agreement Procurement of SaaS e-
Government Procurement Solution**

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

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

RFB No.: *[insert number of Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.

-
- In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:
- Legal and financial autonomy
 - Operation under commercial law
 - Establishing that the Bidder is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under SIB ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

Form ELI 2.1.2
Bidder's JV Members Information Form
Primary Procurement - Framework Agreement- Procurement of SaaS e-
Government Procurement Solution

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

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

RFB No.: *[insert number of Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>

-
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*
- Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
 - In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Purchaser in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under SIB ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

Form CON - 2

Historical Contract Non-Performance and Pending Litigation

In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating

Bidder's Legal Name: _____

Date: _____

JV member Legal Name: _____

RFB No.: _____

Page _____ of _____ pages

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria			
Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute:	_____

_____	_____	Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute:	_____
-------	-------	-----------------------------------------------------------------------------------------------	-------

Form EXP 2.4.1

Experience - General Experience

Bidder's Legal Name: _____

Date: _____

JV Member Legal Name: _____

RFB No.: _____

Page _____ of _____ pages

Startin g Month / Year	Ending Month / Year	Years *	Contract Identification	Role of Bidder
_____	_____		Contract name: Brief Description of the SaaS e-Government Procurement Solution performed by the Bidder: Name of Purchaser: Address:	_____ -
_____	_____		Contract name: Brief Description of the SaaS e-Government Procurement Solution performed by the Bidder: Name of Purchaser: Address:	_____ -

Starting Month / Year	Ending Month / Year	Years *	Contract Identification	Role of Bidder
_____	_____		Contract name: Brief Description of the SaaS e-Government Procurement Solution performed by the Bidder: Name of Purchaser: Address:	_____ -
_____	_____		Contract name: Brief Description of the SaaS e-Government Procurement Solution performed by the Bidder: Name of Purchaser: Address:	_____ -
_____	_____		Contract name: Brief Description of the SaaS e-Government Procurement Solution performed by the Bidder: Name of Purchaser: Address:	_____ -
_____	_____		Contract name: Brief Description of the SaaS e-Government Procurement Solution performed by the Bidder: Name of Purchaser: Address:	_____ -

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

Form EXP - 2.4.2
Specific Experience

Bidder's Legal Name: _____

Date:

JV Member Legal Name: _____ RFB

No.:

Page _____ of _____ pages

Similar Contract Number: ___ of ___ required.	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Prime Supplier	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontract or
Total contract amount	_____		US\$ _____
If member in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	US\$ _____
Purchaser's Name:	_____		
Address:	_____		
Telephone/fax number:	_____		
E-mail:	_____		

Form EXP - 2.4.2 (cont.)
Specific Experience (cont.)

Bidder's Legal Name: _____ Page _____ of _____
 pages

JV Member Legal Name: _____

Similar Contract No. __[insert specific number] of [total number of contracts] __ required	Information
Description of the similarity in accordance with Sub-Factor 2.4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Key Activities	_____

Form CCC

Summary Sheet: Current Contract Commitments / Work in Progress

Name of Bidder or partner of a Joint Venture

Bidders and each partner to a Joint Venture bid should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Purchaser contact address/tel./fax	Value of outstanding Saas e-Government Procurement Solution (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

**Form FIN - 2.3.1
Financial Situation**

Historical Financial Performance

Bidder's Legal Name: _____ Date: _____

JV Member Legal Name: _____ RFB _____ No.: _____

Page _____ of _____ pages

To be completed by the Bidder and, if JV, by each member

Financial information in US\$ equivalent	Historic information for previous _____ () years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

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

- (a) Must reflect the financial situation of the Bidder or member to a JV, and not sister or parent companies
- (b) Historic financial statements must be audited by a certified accountant
- (c) Historic financial statements must be complete, including all notes to the financial statements
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Form FIN - 2.3.2
Average Annual Turnover

Bidder's Legal Name: _____

Date:

JV Member Legal Name: _____ RFB

No.:

Page _____ of _____ pages

Annual turnover data (applicable activities only)		
Year	Amount and Currency	US\$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

Form FIN 2.3.3
Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Personnel Capabilities

Key Personnel

Name of Bidder or partner of a Joint Venture

Bidders should provide the names and details of the suitably qualified Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	Title of position: ...	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: ...	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: ...	
	Name of candidate:	

	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: ..	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6...	Title of position: ..	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Technical Capabilities

Name of Bidder or partner of a Joint Venture

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the SaaS e-Government Procurement Solution. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies that the Bidder proposes to utilize in the execution of the Contract or Contracts.

Manufacturer's Authorization

Note: This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Invitation for Bids Title and No.: *[Purchaser insert: RFB Title and Number]*

To: *[Purchaser insert: Purchaser's Officer to receive the Manufacture's Authorization]*

WHEREAS *[insert: Name of Manufacturer]* who are official producers of *[insert: items of supply by Manufacturer]* and having production facilities at *[insert: address of Manufacturer]* do hereby authorize *[insert: name of Bidder or Joint Venture]* located at *[insert: address of Bidder or Joint Venture]* (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty.

Name *[insert: Name of Officer]* in the capacity of *[insert: Title of Officer]*

Signed _____

Duly authorized to sign the authorization for and on behalf of: *[insert: Name of Manufacturer]*

Dated this *[insert: ordinal]* day of *[insert: month]*, *[insert: year]*.

[add Corporate Seal (where appropriate)]

Subcontractor's Agreement

Note: This agreement should be written on the letterhead of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.

Invitation for Bids Title and No.: *[Purchaser insert: RFB Title and Number]*

To: *[Purchaser insert: Purchaser's Officer to receive the Subcontractor's Agreement]*

WHEREAS *[insert: Name of Subcontractor]*, having head offices at *[insert: address of Subcontractor]*, have been informed by *[insert: name of Bidder or Joint Venture]* located at *[insert: address of Bidder or Joint Venture]* (hereinafter, the "Bidder") that it will submit a bid in which *[insert: Name of Subcontractor]* will provide *[insert: items of supply or services provided by the Subcontractor]*. We hereby commit to provide the above-named items, in the instance that the Bidder is awarded the Contract.

Name *[insert: Name of Officer]* in the capacity of *[insert: Title of Officer]*

Signed _____

Duly authorized to sign the authorization for and on behalf of: *[insert: Name of Subcontractor]*

Dated this *[insert: ordinal]* day of *[insert: month]*, *[insert: year]*.

[add Corporate Seal (where appropriate)]

List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

INTELLECTUAL PROPERTY FORMS

Notes to Bidders on working with the Intellectual Property Forms

Bidders must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Bidders must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the FAGP and FASP.

CONFORMANCE OF SAAS E-GOVERNMENT PROCUREMENT SOLUTION MATERIALS

Format of the Technical Bid

In accordance with ITB 16.2, the documentary evidence of conformity of the SaaS e-Government Procurement Solution to the bidding documents includes (but is not restricted to):

- (a). The Bidder's Preliminary Project Plan, including, but not restricted, to the topics specified in the SIB ITB 16.2. The Preliminary Project Plan should also state the Bidder's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Bidder's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.
- (b). A written confirmation by the Bidder that, if awarded the Call off Contract under the Framework Agreement, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.
- (c). Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall Systems and Services offered to those Technical Requirements.

In demonstrating the responsiveness of its bid, the Bidder must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Bidder's Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Bidder's Technical Bid.

Note: The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Bidder's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Bidder should indicate *that* - and to the greatest extent practical - *how* the Bidder would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described, and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered - not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO 9001), copies of these certifications must be included in the Technical Bid.

Note: The Manufacture's Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Bidder Qualifications), in accordance with and ITB 15.

Note: As a matter of practice, the contract cannot be awarded to a Bidder whose Technical Bid deviates (materially) from the Technical Requirements - *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

- (d). Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.
- (e). Any separate and enforceable contract(s) for Recurrent Cost items which the SIB ITB 17.2 required Bidders to bid.

Note: To facilitate bid evaluation and contract award, Bidders encouraged to provide electronic copies of their Technical Bid - preferably in a format that the evaluation team can extract text from to facilitate the bid clarification process and to facilitate the preparation of the Bid Evaluation Report.

Technical Responsiveness Checklist (Format)

<p>Tech. Require. No. _</p>	<p>Technical Requirement:</p> <p>Response to e-Procurement Suite (SaaS as a Service) Functional Requirements Response Tables Below</p> <p>Bidders must respond to each detailed Functional Requirement Specifications in 1.5.1, Part 2, Section V of the Bidding Document</p> <p>Completion of this table is mandatory</p> <p>Bidders should indicate against each requirement whether it is:</p> <p>Standard (S):- Included as standard functionality of package</p> <p>Custom (C):- May be achieved by customization</p> <p>Add On (E):- May be achieved by external package/ add-module/ other means e.g. Report writer</p> <p>Not Possible (N):- Not available or cannot be achieved economically.</p> <p>Bidders should also provide comments, as appropriate, against each requirement, including, for example, how the specification will be met.</p> <p>Bidders will be scored according to their response against each requirement.</p> <p>Bidders will be invited to perform system demonstration against test scripts, which will test compliance against key requirements, and be used to confirm responses given in this section.</p>
<p>Bidder's technical reasons supporting compliance:</p>	
<p>Bidder's cross references to supporting information in Technical Bid:</p>	

PART 2 - PURCHASER'S REQUIREMENTS

**SECTION V - REQUIREMENTS OF THE SAAS E-GOVERNMENT PROCUREMENT SOLUTION
(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM INVENTORY
TABLES, BACKGROUND AND INFORMATIONAL MATERIALS)**

Technical Requirements

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A. ACRONYMS USED IN THE TECHNICAL REQUIREMENTS

0.1 Acronym Table

Note: Compile a table of organizational and technical acronyms used in the Requirements. This can be done, for example, by extending the following table.

	Term	Explanation
	bps	bits per second
	cps	characters per second
	DBMS	Database Management System
	DOS	Disk Operating System
	dpi	dots per inch
	Ethernet	IEEE 802.3 Standard LAN protocol
	GB	Gigabyte
	Hz	Hertz (cycles per second)
	IEEE	Institute of Electrical and Electronics Engineers
	ISO	International Standards Organization
	KB	kilobyte
	kVA	Kilovolt ampere
	LAN	Local area network
	lpi	lines per inch
	lpm	lines per minute
	MB	megabyte
	MTBF	Mean time between failures
	NIC	Network interface card
	NOS	Network operating system
	ODBC	Open Database Connectivity
	OLE	Object Linking and Embedding
	OS	Operating system

	Term	Explanation
	PCL	Printer Command Language
	ppm	pages per minute
	PS	PostScript -- Adobe page description language
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	SCSI	Small Computer System Interface
	SNMP	Simple Network Management Protocol
	SQL	Structured Query Language
	TCP/IP	Transmission Control Protocol / Internet Protocol
	V	Volt
	WLAN	Wireless LAN

B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS

1.1 Legal and Regulatory Requirements to be met by the SaaS e-Government Procurement Solution

1.1.1 The SaaS e-Government Procurement Solution MUST comply with the following laws and regulations:

1.1.1.1 Laws of the Federal Republic of Nigeria, Data Privacy Regulations, Public Procurement Act,

1.2 Business Function Requirements to be met by the SaaS e-Government Procurement Solution

1.2.1 The SaaS e-Government Procurement Solution MUST support the following business functions

1.2.1.1 e-Procurement Planning: at the beginning of each fiscal period, the publication of procurement plans by Procuring Entities. This allows Suppliers/Bidders/Vendors and the public at large to be aware of the nature, timing, and volume of the planned procurements. The plans can be published individually or consolidated in a hierarchical manner from child to parent, eventually producing a single consolidated national procurement plan.

1.2.1.2 e-Publishing/Notification: the publication of notices on the web so that they are available for interested parties to view. Notifications are sent to users who have registered to be alerted when tenders for particular goods or services are launched as well as when particular actions are required by them as part of the procurement workflow.

1.2.1.3 e-Tendering: the submission of inquiries and responses as well as the electronic submission of bids in response to a tender. The response may also contain information regarding required securities and guarantees.

1.2.1.4 e-Evaluation/e-Awarding: the opening (decryption) of submitted bids, the partial or complete evaluation of the responses submitted by bidders, and the notification of the outcome of the process. This module also handles complaints before the final award to the winning bidder as well as the award process itself.

1.2.1.5 e-Reverse Auctions: the mechanism within e-Evaluation/e-Awarding used to obtain the best available price. This mechanism is not suitable in all cases and should only be used for goods or

services where the requirements are precisely defined and offers from different Suppliers are comparable.

- 1.2.1.6 Contract Management: the management of the contract once it has been awarded and accepted. This includes features to manage contract documentation, amendments, key performance indicators (KPIs), tasks, and deliverables.
- 1.2.1.7 e-Registration: the creation of accounts in the system for Procuring Entity and supplier users to allow access to information and functionalities not available to the general public.
- 1.2.1.8 Vendor Management: the management of Supplier profiles, attestations, and performance.
- 1.2.1.9 Searching: the ability to search for information regarding tenders, awards, bid openings, catalogues, users, and organizations.
- 1.2.1.10 Procurement Monitoring and Reporting: data mining, analysis, and reporting of procurement data.

1.4 Systems Administration and Management Functions Required to be met by the SaaS e-Government Procurement Solution

- 1.4.1 The SaaS e-Government Procurement Solution MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.
 - 1.4.1.2 Installation, Configuration and Change Management: See *Schedule 3.3 and 3.4 of the Framework Agreement*
 - 1.4.1.3 Operational Monitoring, Diagnostics, and Troubleshooting: See *Schedule 3.3 and 3.4 of the Framework Agreement*
 - 1.4.1.4 User Administration and Access Control; User and Usage Monitoring and Audit Trails: See *Schedule 3.3 and 3.4 of the Framework Agreement*
 - 1.4.1.5 System and Information Security and Security Policies: See *Schedule 3.3 and 3.4 of the Framework Agreement*
 - 1.4.1.6 Back-up and Disaster-Recovery: See *Schedule 3.3 and 3.4 of the Framework Agreement*

1.5 Performance Requirements of the SaaS e-Government Procurement Solution

1.5.1 The SaaS e-Government Procurement Solution MUST reach the following performance levels indicated in **SCHEDULE 3.2 - 3.4 OF THE FRAMEWORK AGREEMENT**

1.5.1.1 *The following Procurement Solution shall be supplied as phased below*

Phase 1: (Tier 1)

E-Publishing/Notification (Phase 1 & 2)

Phase 2: (Tier 2)

E-Registration

E-Procurement Plan

E-Publishing/Notification (Phase 1 & 2)

E-Tendering

E-Evaluation/e-Award

Phase 3: (Tier 3)

Business Intelligence Reporting and Dashboard

E-Contract Management

E-Reverse Auctions

C. SERVICE SPECIFICATIONS – SUPPLY & INSTALL ITEMS

2.1 System Analysis, Design and Customization/Development

2.1.1 The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.

2.1.1.1 Detailed Analysis: *System Design Document; System Requirements Specification; Interface Requirements Specification; Software/System Test Descriptions; Software/System Test Plan,*

2.1.1.2 Physical Design: *Software Design Description; Interface Design Document; Database Design Document;*

2.1.1.3 Integrated System: *User's Manual; Operations Manual; CASE Files;*

2.2 Software Customization / Development

2.1.1 The Supplier MUST perform Software Customization / Development using a formal software development methodology with the following characteristics and/or with the following technologies and/or tools.

2.1.1.1 See *Schedule 3.1.2 of the Framework Agreement - Software Development Method* (e.g., *Cascade, Rapid Application Development; and/or Open Standards* (e.g., *Java, XML, etc.*); *and/or CASE tools, etc.*

2.3 System Integration (to other existing systems)

2.3.1 The Supplier MUST perform the following Integration Services: Integrate with any relevant legacy systems of the Purchasers. E.g Procure to Pay System, Budgeting system, Financial systems, Payment Gateway platforms e.t.c

2.4 Training and Training Materials

2.4.1 The Supplier MUST provide the following Training Services and Materials.

2.4.1.1 User: *General Overview and Computer Appreciation training and the specific Solution Functional Training for all the modules*

2.4.1.2 Technical: *System Administration/User management, General Technical training, High level functional training*

2.4.1.3 Management: General Overview and Computer Appreciation training and the specific Solution Functional Training for all the modules, change management training

2.5 Data Conversion and Migration

2.5.1 The Supplier MUST provide services and tools to perform the following Data Conversion and Migration Services: *See Schedule 3.1.3 of the Framework Agreement for volume of data; type, structure, and media of data; timing of conversion; quality assurance and validation methods;*

2.6 Documentation Requirements

2.6.1 The Supplier MUST prepare and provide the following Documentation.

2.6.1.1 End-User Documents: *User Operating Manual. In English language; content; formats; quality control and revision management; medium; reproduction and distribution methods;*

2.6.1.2 Technical Documents: *English Language. Technical Reference Manual. Systems Administrator's Manual. Data Dictionary & Data Flow Diagrams. Data Centre Security Policy. Standard Operating Procedure*

2.7 Requirements of the Supplier's Technical Team

2.7.1 The Supplier MUST maintain a technical team of the following roles and skill levels during the Installation and Implementation Activities under the Contract:

2.7.1.1 Project Team Leader: Excellent understanding of best practice methodologies (e.g. Agile, PMP, MSP, JIRA, Sprint and Scrum Master, CCMP, etc.). 10 years of general experience

2.7.1.2 Business Area Expert: IIBA Certified Business Analysis Professional (CBAP). 10 years of general experience.

2.7.1.3 System Analyst: Information System Analyst Certification. 10 years of general experience.

2.7.1.4 Database Expert: A professional Database Administrator / Expert Certification. 10 years of general experience

2.7.1.5 Programming Expert: Professional programming certification. 12 years of general experience

2.7.1.6 System Administration / Security Expert: Professional System Administration or Security Expert Certification. 10 years of general experience.

- 2.7.1.8 Cloud Expert: Professional Cloud Administration/Expert Certification. 12 years of general experience.
- 2.7.1.9 Training Expert: Certified Training Professional (CTP), Certified Training and Development Professional (CTDP). 10 years of general experience.
- 2.7.1.10 Documentation Specialist: Certified Documentation Expert. 10 years of general experience.
- 2.7.1.11 Subject Matter Expert (across Relevant module of the e-procurement) - Certification in the relevant module with 10 years specific experience in the specific module.

D. TESTING AND QUALITY ASSURANCE REQUIREMENTS

3.2 Pre-commissioning Tests

- 3.2.0 In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Purchaser) must perform the following tests on the System and its Subsystems before Installation will be deemed to have occurred and the Purchaser will issue the Installation Certificate(s) (pursuant to FAGP Clause 7.6 and related FASP clauses).

3.3 Operational Acceptance Tests

- 3.3.0 Pursuant to FAGP Clause 7.6 and 7.8 and related FASP clauses, the Purchaser (with the assistance of the Supplier) will perform the following tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.

E. SERVICE SPECIFICATIONS - RECURRENT COST ITEMS

4.1 Warranty Defect Repair

- 5.1.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the bidding documents).
 - 5.1.1.1 Warranty Defect Repair Service: See *FAGP Schedule 4.2 (c)*

4.2 Technical Support

4.2.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the bidding documents).

4.2.1.1 User support / hot line: See *FAGP Schedule 4.2 (a)*

4.2.1.2 Technical Assistance: See *FAGP Schedule 4.2 (b)*

4.2.1.3 Post-Warranty Maintenance Services: See *FAGP Schedule 4.2 (d)*

4.3 Requirements of the Supplier's Technical Team

4.3.1 The Supplier MUST provide a technical team to cover the Purchaser's anticipated Post-Operational Acceptance Technical Assistance Activities Requirements (e.g., modification of the SaaS e-Government Procurement Solution to comply with changing legislation and regulations) with the roles and skill levels that are specified below. The minimum expected quantities of inputs by the Supplier's technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items.

4.3.1.1 System/User admin: See - 2.7 *Requirements of the Supplier's Technical Team*

4.3.1.2 Functional Expert : See - 2.7 *Requirements of the Supplier's Technical Team*

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A. Implementation Schedule Table143

#	ACTIVITIES / MILESTONE	PROJECT IMPLEMENTATION SCHEDULE (MONTH)																																										
		Phase 1 (e-Publishing/Notification)												Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)												Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)																		
		M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36							
	and migration (Schedule 3.1.3)																																											
5	Testing (Schedule 3.1.4)																																											
6	Training (Schedule 3.1.5)																																											
7	Project and Change Management (Schedule 3.1.6.2)																																											
8	Go-live and roll-out																																											
9	Post go-live services/support (Schedule 4)																																											

N.B: Details of the SaaS e-Procurement Project Implementation schedule for Kaduna State will be defined in the respective Framework Contract

#	ACTIVITIES / MILESTONE	PROJECT IMPLEMENTATION SCHEDULE (MONTH)																																							
		Phase 1 (e-Publishing/Notification)												Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)																											
		M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36				
5	Testing (Schedule 3.1.4)																																								
6	Training (Schedule 3.1.5)																																								
7	Project and Change Management (Schedule 3.1.6.2)																																								
8	Go-live and roll-out																																								
9	Post go-live services/support (Schedule 4)																																								

N.B: Details of the SaaS e-Procurement Project Implementation schedule for each Participating State will be defined in the respective Framework Contract

Background and Informational Materials

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Background and Informational Materials

Note: The following is only a sample outline. Entries should be modified, extended, and/or deleted, as appropriate for the particular System to be supplied and installed. DO NOT introduce requirements for the System in this section.

A. BACKGROUND

0.1 The Purchaser

- 0.1.1 *[provide: an overview of the Agency's legal basis, organizational role, and core objectives]*
- 0.1.2 *[provide: an overview of the stakeholders to the SaaS e-Government Procurement Solution]*
- 0.1.3 *[provide: an overview of the Purchaser's project management and decision-making arrangements applicable to the System and performance of the Contract]*

0.2 The Purchaser's Business Objectives for the SaaS e-Government Procurement Solution

- 0.2.1 *[provide: an overview of the current business objectives, procedures, and processes and how they will be affected by the System]*
- 0.2.2 *[provide: an overview of the changes in objectives, procedures, and processes to be made possible by the System]*
- 0.2.3 *[provide: a brief description of the expected benefits of the System]*

B. INFORMATIONAL MATERIALS

0.3 The Legal, Regulatory, and Normative Context for the SaaS e-Government Procurement Solution

- 0.3.1 *[provide: an overview of the laws, regulations and other formal norm which will shape the SaaS e-Government Procurement Solution.]*
- 0.3.2 *[provide: samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the SaaS e-Government Procurement Solution will need to implement.]*

0.4 Existing SaaS e-Government Procurement Solution / Information Technologies Relevant to the SaaS e-Government Procurement Solution

- 0.4.1 *[provide: an overview of the existing SaaS e-Government Procurement Solution and information technologies which will*

establish the technological context for the implementation of the SaaS e-Government Procurement Solution.]

0.4.2 *[provide: an overview of the ongoing or planned SaaS e-Government Procurement Solution initiatives that will shape context for the implementation of the SaaS e-Government Procurement Solution.]*

0.5 Available Training Facilities to Support the Implementation of the SaaS e-Government Procurement Solution

0.5.1 *[provide: an overview of the Purchaser's existing training facilities that would be available to support the implementation of the SaaS e-Government Procurement Solution.]*

PART 3 - PROCURING AGENCY FORMS

SECTION VI – PROCURING AGENCY FORMS

Notification of Intention to Conclude a Framework Agreement(s)

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

Procuring Agency: *[insert the name of the Procuring Agency]*

Project: *[insert name of project]*

Framework Agreement title: *[insert the name of the FA]*

Country: *[insert country where RFB is issued]*

RFB No: *[insert RFB reference number from Procurement Plan]*

Date of transmission: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Conclude a Framework Agreement(s)

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

1. The successful Bidder(s) are the following:

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>

Contract price:	<i>[insert contract price of the successful Bidder]</i>
Total combined score:	<i>[insert the total combined score of the successful Bidder]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid’s price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Technical Score (If applicable)	Bid price	Evaluated Bid Cost	Combined Score (if applicable)
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder’s Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder’s Bid or (b) information that is marked confidential by the Bidder in its Bid.]

How to request a debriefing

Deadline: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
 You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made

within three (3) Business Days of receipt of this Notification of Intention to Conclude a Framework Agreement.

Provide the framework agreement name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Agency]*

Email address: *[insert email address]*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice.

How to make a complaint

Deadline: Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight, *[insert date]* (local time).

Provide the Framework Agreement name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Agency]*

Email address: *[insert email address]*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement process and is the recipient of a Notification of Intention to Conclude a Framework Agreement.
2. The complaint can only challenge the decision to conclude the Framework Agreement.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all necessary information

Standstill Period

Deadline: The Standstill Period is due to end at midnight on *[insert date]* (local time).
The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Conclude a Framework Agreement.
The Standstill Period may be extended as stated in the section above titled 'How to request a debriefing'.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Agency:

Signature: _____
Name: _____
Title/position: _____
Telephone: _____
Email: _____

Notification to Conclude a Framework Agreement

[Use letterhead paper of the Procuring Agency]

[Date]

To: *[name and address of successful Bidder]*

Notification to Conclude a Framework Agreement

Framework Agreement No. *[insert FA reference number]*

This is to notify you that your Bid dated *[insert date]* to conclude a Framework Agreement in relation to the supply of *[insert short title for Goods]* is hereby accepted by our Agency.

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FA in accordance of the ITB]* days of receipt of the same.

Authorized Signature:

Name:

Title/position:

Name of Agency:

Telephone:

Email:

Attachment: Framework Agreement

PART 4 - FRAMEWORK AGREEMENT

Draft Framework Agreement

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Draft Framework Agreement

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PART 4 - FRAMEWORK AGREEMENT

Section 1 - Introduction

Background

The fiscal federalism framework in Nigeria consists of expenditure responsibilities and tax assignments, inter-governmental fiscal transfers, and a fiscal policy framework that seeks to ensure overall macroeconomic stability. Over the years, the overall fiscal sector in Nigeria has been characterized by persistently low level of domestic revenue mobilization due to over dependence on oil revenue, severely limiting the level of public expenditure across all three tiers of government. The collapse of oil revenues in 2015 - 2016 translated into significant revenue shortfalls at all tiers of government and led to a serious fiscal crisis at the state level.

The states' fiscal crisis led to two financial assistance packages by the Federal Government of Nigeria as part of the government program to restore macroeconomic stability across all level of governments in Nigeria. The government program which focuses on two sets of action plans (i.e. the Fiscal Sustainability Plan (FSP) actions; and the Open Government Partnership (OGP) actions) is to be supported by the World Bank under the States Transparency, Accountability and Sustainability (SFTAS) Program for Results (PforR) initiative.

The SFTAS Program

The government program supported by SFTAS focuses on strengthening the fiscal sustainability, transparency and accountability of Nigerian states, and is currently being implemented via a Disbursement Link Indicator (DLI). A key component of the SFTAS Disbursement Link Indicator program is called DLI 6 with specific focus on "improved procurement practices for increased transparency and value for money". As part of the requirements to qualify for the incentives under the DLI 6, states will have to deploy an e-procurement solution across their MDAs to further enhance the transparency and accountability in the use of public resources in the states.

The States, through the deliberations at the Nigeria Governor Forum (NGF) meetings have considered the most common approaches used by governments across the globe in establishing an e-Procurement solution and have decided to embark on the deployment of a centralized Software-as-a-Service (SaaS) e-Procurement solution across the states using the Framework Agreement service option. This is to further promote collaboration among the state governments in Nigeria and improve procurement practices for increased transparency and value for money in the country.

Section 2 - The Agreement

THIS AGREEMENT [*insert reference number of the Framework Agreement*] is made for the provision of an eGovernment Procurement SaaS Solution for a Multi-User Framework Agreement with a Lead Purchaser that is responsible for managing and administering the Framework Agreement, and that is also a Purchaser.

on the [*insert: number*] day of March 2020

between

the Lead Purchaser - **Kaduna State Public Procurement Authority**, the Public Procurement Authority of **Kaduna State Government** and having its principal place of business at **Sir Kashim Ibrahim House. 44, Polytechnic Road. Badiko, Kaduna, Kaduna State, Nigeria** as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers listed in **Schedule 2** to this Framework Agreement

and

the Service Provider [*insert name of the Service Provider*], a corporation incorporated under the laws of [*insert country of Service Provider*] and having its principal place of business at [*insert Service Provider's address*].

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Service Provider to provide the specified Services to the Purchaser(s) during the Term of the Framework Agreement, as and when the Purchaser(s) wishes to purchase them, through a Framework Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Framework Contract awarded under this Framework Agreement.

- Part A: Framework Agreement**
- Part B: Framework Agreement General Provisions**
- Part C: Framework Agreement Specific Provisions**
- Part D: Service Levels Definition & Management**

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Part E: Framework Agreement Schedules

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of **Federal Republic of Nigeria** on the day, month and year indicated above.

"For and on behalf of the Lead Purchaser:"

Signed: [*insert signature*]

Full name: [*name of person signing*]

Agency: Kaduna State Public Procurement Authority

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification of official witness*]

For and on behalf of the Service Provider:

Signed: [*insert signature of authorized representative(s) of the Service Provider*]

Full name: [*name of person signing*]

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification official of witness*]

SECTION VII - FRAMEWORK AGREEMENT GENERAL PROVISIONS

Section 1 - General Provision

1.1 Definitions

Terms and expressions used in this Agreement shall have the meanings set out in (Schedule 1). Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

1.2 Governing Law

The Agreement shall be interpreted in accordance with the laws of the Federal Republic of Nigeria, unless otherwise specified in the Framework Agreement Special Provisions (FASP). Throughout the execution of the Agreement, the Service Provider shall comply with the import of goods and services prohibitions of the Federal Republic of Nigeria.

1.3 Language

This Agreement shall be executed in the English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

1.4 Notices

- 1.4.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the FA Specific Provisions. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.
- 1.4.2 In relation to a notice given under the SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- 1.4.3 Either Party to this Agreement or to the SLA may change its address, telephone number, and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

1.5 Fraud and Corruption

- 1.5.1 The Purchaser requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other parties with respect to the bidding process or execution of the Framework Agreement and Framework Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 1.5.2 The Government requires that all parties involved in public procurement, including Procuring Entities, Bidders, Suppliers, Contractors, and Consultants,

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shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.

1.5.3 In pursuance of this requirement, the Procuring Entity shall:

(a) Exclude the Bidder from further proceeding in the procurement of the contract or reject a proposal for contract award, and/or

(b) Declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;

(c) have the right to require that a provision be included in bidding documents, requiring bidders, suppliers and contractors to permit the relevant authorities to inspect their accounts and records and other documents relating to the bid submission Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract) and contract performance and to have them audited by auditors appointed by the relevant authorities.

If at any time, determines that the Bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for, or in executing, a contract under public funds.

1.5.4 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Procuring Entity, it shall, in the first place, allow the Bidder to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Procuring Entity related to matters of alleged fraud or corruption shall be in writing.

1.5.5 In pursuance of this policy, no Bidder or Procurement Official shall engage in any:

(a) Corrupt practice, which means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;

(b) Fraudulent practice, which means a misrepresentation or omission of facts in order to influence a procurement process or contract execution to the detriment of the Employer;

(c) collusive practices, which means a scheme or an arrangement between two or more Bidders with or without the knowledge of the Employer, including non-disclosure of subsidiary relationships, designed to establish bid prices at artificial, non-competitive levels thereby depriving the Employer of the benefits of free and open competition;

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(d) coercive practice, which means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process or affect the execution of a contract.

(e) Obstructive practice which means

i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede relevant authorities' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

ii. Acts intended to materially impede the exercise of the relevant authorities' inspection and audit rights provided for under par. 1.5.3 (c) above.

1.6 Conflict of Interests

1.6.1 Service Provider not to benefit from Commissions and Discounts

The remuneration of the Service Provider shall constitute the Service Provider's sole remuneration in connection with this Agreement or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations under the Agreement, and the Service Provider shall use their best efforts to ensure that the personnel, any subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

1.6.2 Service Provider and Affiliates not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Agreement and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

1.6.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. During the term of this Agreement, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Agreement;
- b. During the term of this Agreement, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

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- c. After the termination of this Agreement, such other activities as may be specified in the FASP.

1.7 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Agreement, or the Purchaser's business or operations without the prior written consent of the Purchaser.

Section 2 - SaaS e-Procurement Project Scope

2.1 General Scope Requirements

- 2.1.1 Unless otherwise expressly limited in the FASP or Schedule of Requirements, the Service Provider's obligations cover the provision of all project scope requirements as well as the performance of all Services required for the design, development, and deployment (including but not limited to quality assurance, assembly, associated site preparation, training, pre-commissioning, installation, testing, and commissioning) of the SaaS eProcurement Solution, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Framework Contract and the Agreed Project Plan.
- 2.1.2 The Service Provider shall, unless specifically excluded in the Framework Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Framework Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the SaaS e-Procurement Solution as if such work and / or items and Materials were expressly mentioned in the Framework Contract.
- 2.1.3 The Service Provider's obligations to provide Goods and Services as implied by the Recurrent Cost tables of the Service Provider's bid, such as technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the FASP or Schedule of Requirements, including the relevant terms, characteristics, and timings.

2.2 Functional Scope Requirements

- 2.2.1 The Service Provider shall provide all relevant functionalities across the applicable modules or sub - modules of the SaaS e-Procurement Solution as specified or implied in the schedule of functional requirements or applicable section(s) in the FASP
- 2.2.2 The Service Provider shall ensure all functionalities across the SaaS e-Procurement Solution applicable modules or sub - modules adhere to the required standard specifications as stated or implied in the schedule of functional or non - functional requirements.

2.3 Non-Functional Scope Requirements

The Service Provider shall adhere to the quality metrics as defined in the Schedule of Non - Functional Requirements or applicable section of the Framework Contract:

2.4 Technical Scope Requirements

- 2.4.1 The Service Provider shall ensure the Application Layer of the SaaS e-Procurement Solution adhere to the required standards as detailed out in the Schedule of Technical Requirements or applicable section of the Framework Contract

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- 2.4.2 The Service Provider shall ensure the Data Layer of the SaaS e-Procurement Solution adhere to the requirements of OCDS as well as other leading practices as detailed out in the Schedule of Functional and Technical Requirements.
- 2.4.3 The Service Provider shall ensure appropriate actions are taken in the design, development, deployment and maintenance of SaaS e-Procurement Solution to ensure relevant security measures as defined in the Schedule of Technical Requirements, are guarantee at all time.
- 2.4.4 The Service Provider shall ensure the proposed hosting facilities (at the Primary & DR Sites) follow the standards defined in the Schedule of Technical Requirements, where the confidentiality of the application & data can be maintained
- 2.4.5 Both the Service Provider and the Purchaser shall adhere to the basic principles for network requirements envisaged to facilitate the effective functioning of an application as defined in the Schedule of Requirements
- 2.4.6 The Service Provider shall ensure adherence to the applicable interfaces and adapter standards as part of the integration requirements defined in Schedule of Requirements to facilitate seamless integration across all relevant layers of the e-Procurement Solution.

Section 3 - Commencement, Modification, Termination and Completion

3.1 Effectiveness of Agreement

This Agreement shall come into effect on the date the Agreement is signed by all parties or such other later date as may be **stated in the FASP**.

3.2 Commencement of Services

The Service Provider shall submit to the Purchaser for approval a detailed Program Plan, showing the general methods, arrangements, order and timing for all activities. The Scope of the Project and Services under the Framework Agreement for the SaaS e-Procurement Solution shall be carried out in accordance with the approved Program Plan as updated. The Service Provider shall start carrying out the services the day after the Agreement becomes effective, or at such other date as may be specified in the FASP.

3.3 Intended Completion Date

Unless terminated earlier pursuant to "Termination", the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the FASP**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per "Liquidated Damages". In this case, the Completion Date will be the date of completion of all activities.

3.4 Modification

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the Agreement Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Authority, as the case may be, has been obtained.

3.5 Term and Extension of Agreement

- 3.5.1 The Agreement period shall commence from the date of signing of Agreement or Issuance of Letter of Intent (LoI), whichever is earlier, and shall remain valid for the life span of the Framework Agreement which shall be for thirty-six months (36 Months).
- 3.5.2 The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Service Provider, at least (6 Months) before the expiration of the Term hereof, whether it shall grant the Service Provider an extension of the Term. The decision to grant or refuse the extension shall be at Purchaser's discretion and such extension of the agreement, if any, shall be as per terms agreed mutually between Purchaser and Service Provider.
- 3.5.3 The thirty - six months duration established as the life span of the Framework Agreement (otherwise known as the warranty period) may be extended by the Purchaser for a maximum period of two (2) years or as may be defined in the FASP. All relevant terms and conditions defined for the warranty period shall be applicable during the post warranty period.

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- 3.5.4 Nevertheless, the provision of clause 3.5.3, the Purchaser and Service Provider may agree to adjust the base price to cater for changes in macroeconomic indices or time value of money during the post warranty period. This price adjustment shall be established in line with the provisions of Schedule 5.2.3 on Price Adjustment Conditions
- 3.5.5 Where Purchaser is of the view that no further extension of the term be granted to Service Provider, Purchaser shall notify of its decision at least (6 Months) prior to the expiry of the Term. Upon receipt of such notice, the Service Provider shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Agreement within which, Purchaser shall either appoint an alternative agency/ service provider or create its own infrastructure to operate such Services as are provided under this agreement. If the delay occurs due to circumstances beyond control of Service Provider, such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of the Service Provider, a reasonable extension of time shall be granted by the Purchaser.

3.6 Assignment

Neither the Purchaser nor the Service Provider shall, without the express prior written consent of the other, assign to any third party the Agreement or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Service Provider shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Agreement.

3.7 Termination

- 3.7.1 The Purchaser, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the Service Provider, if:
- a. in the judgement of the Purchaser, the Service Provider has engaged in Fraud and Corruption, or
 - b. during the Term of the Framework Agreement, the Service Provider ceases to be qualified or eligible as per FAGP 7.1.3 or
 - c. the Service Provider purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Purchaser, or
 - d. the Service Provider becomes bankrupt or otherwise insolvent.
 - e. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than (30 days).
- 3.7.2 The Purchaser may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Service Provider, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the Service Provider under

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the Framework Agreement is terminated, and the date upon which such termination becomes effective.

- 3.7.3 The Service Provider may terminate this Agreement, by not less than (30 days) written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs below:
- a) if the Purchaser fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute, within (define the number of days) after receiving written notice from the Service Provider that such payment is overdue; or
 - b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than (define the number of days).
- 3.7.4 Upon termination of this Agreement, the Purchaser shall make the following payments to the Service Provider:
- a) remuneration for Services satisfactorily performed prior to the effective date of termination; except in the case of termination pursuant to paragraphs (Insolvency/Bankruptcy and in case of Force Majeure),
 - b) reimbursement of any reasonable cost incident to the prompt and orderly termination of the Agreement, including the cost of the return travel of the Personnel.
- 3.8 Exit Management Plan**
- 3.8.1 This clause sets out the provisions, which will apply on expiry or termination of the agreement, the Project Implementation, Operation and Management SLA.
- 3.8.2 In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply.
- 3.8.3 The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management clause.
- 3.8.4 Exit management may not necessarily be limited to the above-mentioned clauses and can be extensive.

Section 4 - Responsibilities of the Service Provider

- 4.1 The Service Provider shall perform the Services in accordance with the Schedule of Requirements and Project Activities, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful adviser to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Subcontractors or third parties.
- 4.2 The Service Provider shall conduct all activities with due care and diligence, in accordance with the Agreement and with the skill and care expected of a competent provider of SaaS e-Procurement Solution, support, maintenance, training, etc, or in accordance with best industry practices. In particular, the Service Provider shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
- 4.3 The Service Provider shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (refer to Schedule 3.1.1) within the time schedule specified in the Implementation Schedule/Project Plan. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to FAGP Clause 3.7.
- 4.4 The Service Provider shall comply with all laws in force in the Federal Republic of Nigeria. The laws will include all national, state, local government, or other laws that affect the performance of the Contract and are binding upon the Service Provider. The Service Provider shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Service Provider or its personnel, including the Subcontractors and their personnel, but without prejudice to FAGP Clause 8.2. The Service Provider shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Purchaser.
- 4.5 The Service Provider shall, in all dealings with its personnel and the personnel of its Subcontractors currently employed on or connected with the Agreement, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labour.
- 4.6 The Service Provider shall obtain the Purchaser's prior approval in writing before taking any of the actions specified in the FASP that require such prior approvals.
- 4.7 The Service Provider shall conform to the sustainable procurement Contractual Provisions, as specified in the FASP.

Section 5 - Responsibilities of the Purchaser

- 5.1 The Purchaser shall use its best efforts to ensure that they provide the Service Provider any assistance and exemptions as specified in the FASP.
- 5.2 The Purchaser shall make available to the Service Provider, the required Services and Facilities to be expressly stated in Framework Contract to enable the Service Provider deliver on its obligations under the Contract.
- 5.3 The ownership of migrated data resides with the Purchaser at all time and all access to the data shall be formally authorized by the Purchaser. The Purchaser shall have the right to migrate the data from the Service Provider platform to another platform after notifying the Service Provider of the decision to do so and within a period of 30 days of such notification
- 5.4 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Service Provider, except when otherwise expressly stated in the Contract.
- 5.5 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control as specified in the agreed Project Plan or Service Delivery Schedule within the time specified in the applicable Plan or Schedule. Failure to provide such resources, information, and decision making may constitute breach of contract or grounds for Termination pursuant to FAGP Clause 3.7
- 5.6 If requested by the Service Provider, the Purchaser shall use its best endeavour to assist the Service Provider in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Service Provider or Subcontractors or the personnel of the Service Provider or Subcontractors, as the case may be, to obtain.
- 5.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Service Provider, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Service Provider to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.
- 5.8 The Purchaser will designate appropriate staff for the training courses to be deliver by the Service Provider and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, FASP, the Agreed Project Plan, or other parts of the Contract.
- 5.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the SaaS e-Procurement Solution, in accordance with the terms and conditions stated in FAGP Clause 7.6.2 and 7.6.4. However, this shall not limit in any way the Service Provider's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

Section 6 - Payments to the Service Provider

6.1 Terms of Payment

- 6.1.1 Payments will be made to the Service Provider in accordance with the payment schedule stated in the Framework Agreement. No advance payment is applicable.
- 6.1.2 The Service Provider's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the project milestone(s) accomplish, or Services delivered in accordance with the payment schedule or upon fulfilment of other obligations stipulated in the Contract.
- 6.1.3 The Contract Price shall be paid as specified in the Price Schedule.
- 6.1.4 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the SaaS e-Procurement Solution or any component of the solution or applicable services
- 6.1.5 Payments shall be made promptly by the Purchaser, but in no case later than forty-five (45) days after submission of a valid invoice by the Service Provider. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Service Provider interest on the amount of such delayed payment at the rate(s) specified in the FASP for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 6.1.6 Payments shall be made in the currency(ies) specified in the Framework Agreement, pursuant to Schedule 1. For Services provided by local personnel of the Service Provider, payments shall be made as specified in the FASP.
- 6.1.7 Unless otherwise specified in the FASP, payment of the foreign currency portion of the Contract Price for the Services provided from outside the Purchaser's Country shall be made to the Service Provider through an irrevocable letter of credit opened by an authorized bank in the Service Provider's Country and will be payable on presentation of the appropriate documents.

6.2 Performance Security

- 6.2.1 The Purchaser may require a Performance Security from the Service Provider in relation to the performance of a Specific Scope of Work or Services in respect of the Framework Contract. In this event, the Service Provider shall comply with the relevant provisions relating to Performance Security contained in the Framework Contract Specific Provisions.
- 6.2.2 The Service Provider shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the FASP.
- 6.2.3 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the bidding documents, or it shall be in another form acceptable to the Purchaser.
- 6.2.4 The security shall automatically become null and void once all the obligations of the Service Provider under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the

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period. The security shall be returned to the Service Provider no later than twenty-eight (28) days after its expiration.

6.3 Taxes and Fees

- 6.3.1 The price to be charged in relation to the activities proposed to be carried out by the Service Provider shall be inclusive of all taxes and fees. The Purchaser reserves the right to ask the Service Provider to submit proof of payment against any of the taxes and fees indicated.
- 6.3.2 If, after the date of this Agreement, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Agreement shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clause 6.4
- 6.3.3 For Services provided from outside the Purchaser's country, the Service Provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country. Any duties and taxes and other levies, payable in the Purchaser's country for the supply of Services from outside the Purchaser's country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in the Framework Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Service Provider's responsibility.
- 6.3.4 If any tax exemptions, reductions, allowances, or privileges may be available to the Service Provider in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.
- 6.3.5 It is assumed that the Contract Price specified in the Price Schedule of the Framework Agreement is based on the taxes, duties, levies, and charges prevailing in the Purchaser's Country at the date of executing the Framework Agreement. If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs at the time of executing the Framework Contract or in the course of the performance of the Contract, which was or will be assessed on the Service Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

6.4 Lump Sum Remuneration

The Service Provider's remuneration shall not exceed the Agreement Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in relevant Schedule or Appendix to the Framework Agreement. Except as provided in the FASP, the Agreement Price may only be increased above the amounts stated as the Contract Price in the Framework

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Contract if the Parties have agreed to additional payments in accordance with relevant clauses in FASP.

6.5 Payment for Additional Services, and Performance Incentive Compensation

6.5.1 For the purpose of determining the remuneration due for additional Services as may be agreed under this Agreement, a breakdown of the lump-sum price is provided in the relevant Schedule or Appendix.

6.5.2 If the FASP so specify, the Service Provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix in the Framework Contract (if any).

6.6 Interest on Delayed Payments

If the Purchaser has delayed payments beyond **45 days** after the due date stated in the FASP, interest shall be paid to the Service Provider for each day of delay at the rate stated in the FASP.

6.7 Variation in Contract Sum

Both parties to the agreement shall expressly agree on terms and conditions for dealing with various factors such as introduction or amendment of regulations/ guidelines that could impact the number of transactions during the operation and maintenance phase and thereby affecting business viability as well as approved contract sum

6.8 Invoicing and Settlement

The Purchaser and Service Provider shall agree in writing on how the invoice will be raised for the services provided in line with the agreed payment milestone table as defined in Schedule of Payment. It may be agreed that the invoice could be raised as per the scheduled payment milestones. The invoices raised shall be correct and accurate, and raised in a timely manner after receiving due approval/ acceptance of deliverables/ services/ goods from the Purchaser. The service provider should be responsible to make payments to the sub-contractors/ third parties, if any

Section 7 - Installation, Testing, Commissioning and Acceptance of the System

7.1 Authorized Representative

- 7.1.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Purchaser or the Service Provider may be taken or executed by the officials specified in the FASP.
- 7.1.2 The Purchaser shall appoint and notify the Service Provider in writing of the name of the Project Manager. Unless otherwise specified in the FASP (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the deployment of SaaS e-Procurement Solution or arising from the Contract and shall normally be the person giving or receiving notices on behalf of the Purchaser.
- 7.1.3 The Service Provider shall appoint the Service Provider's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the Service Provider's Representative. If the Purchaser objects to the appointment within seven (7) days giving the reason therefor, then the Service Provider shall appoint a replacement within seven (7) days of such objection in accordance with this FAGP Clause 3.7.1.
- 7.1.4 Unless otherwise specified in the FASP (if any), the Service Provider's Representative shall have the authority to represent the Service Provider on all day-to-day matters relating to the System or arising from the Contract and shall normally be the person giving or receiving notices on behalf of the Service Provider pursuant to FAGP Clause 1.4.
- 7.1.5 The Service Provider's Representative and staff are obliged to work closely with the Purchaser's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Service Provider's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

7.2 Project Plan & Timelines

- 7.2.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Service Provider's bid, the Service Provider shall develop a Project Plan encompassing the activities specified in the Framework Contract. The contents of the Project Plan shall be as specified in the Schedule of Implementation Timeline in the relevant bidding document.
- 7.2.2 Unless otherwise specified in the FASP, within thirty (30) days from the Effective Date of the Framework Contract, the Service Provider shall present a Project Plan to the Purchaser. The Purchaser shall, within fourteen (14) days of receipt of the Project Plan, notify the Service Provider of any aspects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed information technologies will satisfy the

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Requirements as specified in the Schedule of Requirements. The Service Provider shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within five (5) days of resubmission of the Project Plan, notify the Service Provider of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Service Provider. This approved Project Plan (“the Agreed Project Plan”) shall be contractually binding on the Purchaser and the Service Provider.

- 7.2.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Framework Contract by amendment, in accordance with FAGP Clauses 3.4
- 7.2.4 The Service Provider shall undertake to provide, test, and commission the SaaS e-Procurement Solution in accordance with the Agreed Project Plan.
- 7.2.5 Unless otherwise specified in the FASP, the Service Provider shall submit to the Purchaser Monthly Progress Reports summarizing:
- a. results accomplished during the prior period;
 - b. cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
 - c. corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
 - d. other issues and outstanding problems; proposed actions to be taken;
 - e. resources that the Service Provider expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;
 - f. other issues or potential problems the Service Provider foresees that could impact on project progress and/or effectiveness.
 - g. The Service Provider shall submit to the Purchaser other (periodic) reports as specified in the FASP.

7.3 Subcontracting:

- 7.3.1 The Service Provider shall establish a List of Approved Subcontractors that will be supporting the delivery of critical items of services in respect of the provision of SaaS e-Procurement Solution. If no Subcontractors are listed for an item, the Service Provider shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Service Provider may from time to time propose additions to or deletions from any such list. The Service Provider shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the Project. The Purchaser shall not withhold such approval unreasonably. Such approval by the Purchaser of a Subcontractor(s) shall not relieve the Service Provider from any of its obligations, duties, or responsibilities under the Agreement.

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7.3.2 The Service Provider may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to FAGP Clause 7.3.1. If the Service Provider wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under FAGP Clause 4.6.

7.4 Upgrades

7.4.1 During performance of the Agreement, the Service Provider shall offer to the Purchaser all new versions, releases, and updates of the SaaS e-Procurement Solution, as well as related documentation and technical support services, within thirty (30) days of their availability.

7.4.2 Unless otherwise specified in the FASP, during the Warranty Period, the Service Provider will provide at no additional cost to the Purchaser all new versions, releases, and updates in the SaaS e-Procurement Solution, within thirty (30) days of their availability.

7.5 Implementation and Installation and other Services

7.5.1 The Service Provider shall provide all Services specified in the Agreement and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.

7.5.2 Prices charged by the Service Provider for other Services with respect to the SaaS e-Procurement Solution deployment, if not included in the Framework Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Service Provider in the Recurrent Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Service Provider to other Purchasers.

7.6 Inspection, Tests and Audit

7.6.1 The Service Provider shall permit and shall cause its sub- contractors and subconsultants to permit, the Purchaser and/or persons appointed by the Purchaser to inspect the Hosting Location and/or the accounts and records relating to the procurement process, selection and/or Agreement execution, and to have such accounts and records audited by auditors appointed by the Purchaser. The Service Provider's and its sub-contractors and subconsultants' attention is drawn to acts intended to materially impede the exercise of the Purchaser's inspection and audit rights constitute a prohibited practice subject to Agreement termination (as well as to a determination of ineligibility pursuant to the Purchaser's prevailing sanctions procedures).

7.6.2 The Purchaser or its representative shall have the right to inspect and/or test any components of the SaaS Solution, as specified in the Schedule of Requirements, to confirm their appropriateness and conformity to Specification.

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- 7.6.3 The Purchaser or its representative shall be entitled to perform audit of the SaaS e-Procurement Solution, provided that the Purchaser shall bear all costs and expenses incurred in connection with such audit.
- 7.6.4 Should the tested components fail to conform to the Schedule of Requirements, the Purchaser may reject the component(s), and the Service Provider shall fix the defect(s) so that it meets the Agreement requirements free of cost to the Purchaser.
- 7.6.5 If any dispute shall arise between the parties in connection with or caused by non-conformity to Schedule of Requirements that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to FAGP Clause (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Framework Agreement.

7.7 Reporting Obligations

- 7.7.1 The Service Provider shall submit to the Purchaser the reports and documents specified in the FASP, in the numbers, and within the periods set forth in the said FASP.
- 7.7.2 All specifications, reports, documents and software submitted by the Service Provider shall become and remain the property of the Purchaser, and the Service Provider shall, not later than upon termination or expiration of this Agreement, deliver all such documents to the Purchaser, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the FASP.

7.8 Commissioning and Acceptance

- 7.8.1 The Service Provider guarantees that it shall complete the Deployment, Commissioning, and achieve Operational Acceptance of the SaaS e-Procurement Service within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan.
- 7.8.2 Unless otherwise specified in the FASP, if the Service Provider fails to achieve Operational Acceptance of the System within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, the Service Provider shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a requirement has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract.

Section 8 - Guarantees and Liabilities

8.1 Defect Liability

- 8.1.1 The Service Provider warrants that the solution shall be free from defects, that prevent the SaaS e-Procurement Solution and/or any of its components from fulfilling the Technical Requirements or that limits the performance, reliability, or extensibility of the Solution. Unless otherwise specified in the FASP, there will be NO exceptions and/or limitations to this warranty with respect to Solution. Commercial warranty provisions of Products or Services provided under the Agreement shall apply to the extent that they do not conflict with the provisions of this Agreement.
- 8.1.2 Unless otherwise specified in the FASP, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Agreement) and shall extend for thirty-six (36) months.
- 8.1.3 Purchaser shall give the Service Provider a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Service Provider to inspect any such defect. The Purchaser shall afford the Service Provider all necessary access to the System and the site to enable the Service Provider to perform its contractual obligations as established under the Framework Contract.
- 8.1.4 Unless otherwise specified in the FASP, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Service Provider fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Service Provider, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Service Provider or may be deducted by the Purchaser from any monies due to the Service Provider or claimed under the Performance Security.
- 8.1.5 If the service cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the Service could not be used by the Purchaser because of such defect and/or making good of such defect.
- 8.1.6 If the Service Provider has not corrected a Defect within the time specified in the Purchaser's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected.

8.2 Indemnity

- 8.2.1 Each Party shall indemnify the other Party against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind

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howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:

- Any negligence or wrongful act or omission by the Service Provider or Personnel or any of its third parties
- Any breach of any of the terms of the Agreement

- 8.2.2 Each Party shall indemnify the other against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
- 8.2.3 Regardless of anything contained (except for each of the partner's liability for bodily injury and / or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of each of the Partners, shall be restricted to the total value of payments payable under the Agreement to the other partner and they shall not be responsible for any third party claims.
- 8.2.4 The Purchaser shall be liable for any loss of or damage to any Service Provider's Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfilment of Service Provider's obligations under the Agreement, except where such loss or damage arises from acts or omissions of the Service Provider, its employees, or subcontractors.
- 8.2.5 The Purchaser shall indemnify and hold harmless the Service Provider and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Service Provider or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, specification, or other documents provided to the Service Provider in connection with this Agreement by the Purchaser or any persons (other than the Service Provider) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Service Provider's breach of SLDM Clause 2
- 8.2.6 The Service Provider shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights

8.3 Insurance

- 8.3.1 The Service Provider shall take out and maintain and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the FASP.

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8.3.2 At the Purchaser's request, the Service Provider shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.

8.4 Force Majeure

8.4.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Service Provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
- d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

8.4.2 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Agreement, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period

8.4.3 The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

8.4.4 Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

8.5 Transfer of Ownership

8.5.1 The Service Provider shall transfer all titles to the assets procured for the purpose of the operations of the proposed solution on behalf of the purchaser (if any) to the Purchaser at the time of commissioning of the proposed solution. This

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shall include components other than developed proposed solution but related to the proposed solution that will be maintained by the Service Provider.

- 8.5.2 Immediately upon expiry or earlier termination of the Agreement and at any other time on demand by the Purchaser, Service Provider shall deliver to Purchaser all documents provided by or originating from Purchaser and all documents produced by or for Service Provider in the course of commissioning and operations of the proposed solution, unless otherwise directed in writing by Purchaser at no additional cost. Service Provider shall not, without the prior written consent of Purchaser store, copy, distribute or retain any such documents.

8.6 Functional Guarantee

- 8.6.1 The Service Provider guarantees that, once the Operational Acceptance Certificate(s) has been issued, the Solution represents a complete, integrated solution to the Purchaser's requirements set forth in the Schedule of Requirements and it conforms to all other aspects of the Agreement. The Service Provider acknowledges that relevant sub-sections under FAGP Clause 7 regarding Commissioning and Operational Acceptance govern how technical conformance of the System to the Contract requirements will be determined.
- 8.6.2 If, for reasons attributable to the Service Provider, the SaaS e-Procurement Solution does not conform to the Technical Requirements or does not conform to all other aspects of the Agreement, the Service Provider shall at its cost and expense make such changes, modifications, and/or additions to the Solution as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Service Provider shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the Solution achieves the set objectives for such Operational Acceptance.
- 8.6.3 If the SaaS e-Procurement Solution (or Sub-components) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to FAGP Clause 3.7, and forfeiture of the Service Provider's Performance Security in accordance with FAGP Clause 6.2 in compensation for the extra costs and delays likely to result from this failure

8.7 Warranty

- 8.7.1 Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.
- 8.7.2 In no event will Service Provider be liable for any damages, whether direct, indirect, incidental or consequential, arising out of the use or inability to use the licensed program, even if Service Provider has been advised of the possibility of such damages.

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- 8.7.3 Except for liabilities arising from intellectual property infringement, Service Provider's aggregate liability, if any, arising out of or in any way related to its performance of the services provided for under this Agreement shall be limited to the lesser of (a) all costs of materials, labour, and other expenses required to correct any error caused by Service Provider, or (b) (amount to be fixed); and in no event shall Service Provider or its sub-contractors pay for incidental, indirect, special, or consequential damages, even if they have been advised of or should have foreseen, the possibility of such damages.
- 8.7.4 The licensed program is provided by the Service Provider to users on an "on-demand" basis with relevant warranty, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the licensed program is with the Service Provider. Should the licensed program prove defective, the Service Provider assumes the entire cost of all necessary servicing, repair or correction.

8.8 Intellectual Property Rights Warranty

The Service Provider hereby represents and warrants that:

- a. the Solution as provided, deployed, tested, and accepted;
- b. use of the Solution in accordance with the Contract; and
- c. copying of the Solution and Materials provided to the Purchaser in accordance with the Contract

do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Service Provider shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the Solution.

8.9 Intellectual Property and Right to Use

The following are considerations on Intellectual Property rights:

8.9.1 Joint Enforcement

If any party decides to take an action against any kind of infringement, both the parties will have to jointly share the expenses to suppress or eliminate such infringement. In the event that either party decides not to participate in such action, the other party shall have sole discretion to take whatever action it determines is necessary or appropriate under the circumstances, including without limitation legal action to suppress or eliminate any such infringement, at its expense.

8.9.2 Assignment of Joint Property Rights

Each party can assign and agree to assign to the other party, or its designees, an undivided one-half of its full right, title, and interest in and to all Joint Intellectual property.

8.9.3 Filings

Both parties can agree not to file any patent, trademark, or copyright applications relating to Joint Intellectual Property created in the course of development and operations of the proposed Solution under the Agreement, without first notifying the other party.

8.9.4 Retention of Ownership in case of utilizing Licensed Technology

Except for the rights that are expressly granted to the Licensee, the Licensor can retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.

8.9.5 Preservation of Notice in case of utilizing Licensed Technology

Licensee cannot remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Technology or materials provided under this Agreement and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any Integrated Products.

8.10 Liquidated Damages

If the Service Provider fails to deliver any component of services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the rate per day stated in the FASP for each day that the Completion Date is later than the Intended Completion Date. The Purchaser may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

Section 9 - Settlement of Dispute

- 9.1 If any dispute arises between the Purchaser and the Service Provider in connection with, or arising out of, the Agreement or the provision of the Services, whether during the course of carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within (define the number of days) of the notification of disagreement of one party to the other.
- 9.2 The Adjudicator shall give a decision in writing within (28 Days) of receipt of a notification of a dispute.
- 9.3 The Adjudicator shall be paid by the hour at the rate specified in the FASP, together with reimbursable expenses of the types specified in the FASP, and the cost shall be divided equally between the Purchaser and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within (28 Days) of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above (28 Days), the Adjudicator's decision will be final and binding.
- 9.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the FASP.
- 9.5 Should the Adjudicator resign or die or should the Purchaser and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Agreement, a new Adjudicator will be jointly appointed by the Purchaser and the Service Provider. In case of disagreement between the Purchaser and the Service Provider, within (28 Days), the Adjudicator shall be designated by the Appointing Authority designated in the FASP at the request of either party, within (28 Days) of receipt of such request.
- 9.6 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.

Section 10 - Governance Model

10.1 Organisation Structure

A Project Organisation Structure shall comprise of Project Governance Layer, Project Management Layer as well as Project Deployment Layer. Details of the Proposed Organisation Structure shall be defined at Contract Award and signed by all parties involved in the structure before the actual commencement of the project work.

10.2 Key Stakeholders in the Proposed Organisation Structure

Each party with interest in the proposed SaaS e-Procurement Solution shall provide appropriate individuals to represent the party at all layers and within the context of the roles established for the Party in the Project Organisation Structure.

10.3 Roles and Responsibilities in the Proposed Organisation Structure

- 10.3.1 The proposed Project Governance Team shall constitute the highest decision-making body for the project and a set of structured meetings shall be scheduled for the team as defined in the Project Organisation Structure to ensure the project receives maximum executive support necessary for its successful delivery and sustainability
- 10.3.2 The proposed Project Management Team shall be responsible for day to day decision making process on the project. The details of roles and responsibilities for the team shall be as defined in the Project Organisation Structure
- 10.3.3 The proposed Project Deployment Team shall constitute the representative of user community (both functional and non-functional users) and shall be responsible for providing the day to day support required for the successful deployment of the scheduled project activities. The details of roles and responsibilities for the team shall be as defined in the Project Organisation Structure.

Section 11 - Service Provider's Personnel

11.1 Consortium of Firms

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Framework Agreement and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

11.2 Removal and/or Replacement of Personnel

11.2.1 Except as the Purchaser may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

11.2.2 If the Purchaser finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser.

11.2.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

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SECTION VIII - FRAMEWORK AGREEMENT SPECIAL PROVISION

The following Framework Agreement Specific Provisions (FASP) shall supplement or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict, the provisions of the FASP shall prevail over those in the Framework Agreement General Provisions. For the purposes of clarity, any referenced FAGP clause numbers are indicated in the left column of the FASP.

Section 1 - General Provisions

FAGP 1.1 (including Schedule 1)	This Framework Agreement relates to the Supply and Installation of an E-Procurement Suite (Software as a Service) under a separate Call-off Contract, of <i>Implementation of an E-Procurement Suite (Software as a Service)</i> . The information system, and Related Services, are more fully described in Schedule 3: Schedule of Requirements including, Technical Specifications, as well as functional and non-functional requirements
FAGP 1.4.1	Address of the Project Manager for the Lead Purchaser under this Framework Agreement: Physical Address: Postal Address: Email: Telephone Number: <i>Details and Address of Contact Persons for the other Participating Purchasers are listed in the Schedule 2 attached to this Framework Agreement</i>
FAGP 1.6.3	There are no Framework Agreement Specific Provisions applicable to FAGP Clause 1.6.3

Section 2- SaaS e-Procurement Project Scope

FAGP 2.1.3	The Service Provider's obligations under the Framework Agreement will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Service Provider's Bid: <ul style="list-style-type: none">• Software licenses, maintenance and upgrade/updates• System and general-purpose software upgrade/updates,• Technical services (Hot line and local support)
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Section 3 - Commencement, Modification, Termination and Completion

FAGP 3.1	If awarded a call off contract under this Framework Agreement, the Service Provider shall commence work on the System within: 7 days from the Effective Date of the Contract.
FAGP 3.3	If awarded a call off contract under this Framework Agreement, the Service Provider shall complete work on the System within the days specify in the applicable framework contract from the Effective Date of the Contract.

Section 4 - Responsibilities of the Service Provider

FAGP 4.6	There are no Framework Agreement Specific Provisions applicable to FAGP Clause 4.6
FAGP 4.7	There are no Framework Agreement Specific Provisions applicable to FAGP Clause FAGP 4.7

Section 6 - Payments to the Service Provider

FAGP 6.1.1, 6.1.3	<p>Subject to the provisions of FAGP Clause 6.1 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Framework Agreement.</p> <p>(a) Advance Payment</p> <p>ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security</p>
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	<p>(b) Application Software Subscription Initial Cost, with the exception of Custom Software and Custom Materials:</p> <p>sixty percent (60%) of the total or pro-rata Contract Price for this category against Installation and Activation</p> <p>twenty percent (20%) of the same price against Operational Acceptance.</p> <p>(c) Custom Software and Custom Materials:</p> <p>sixty percent (60%) of the total or pro-rata Contract Price for this category against Installation</p> <p>twenty percent (20%) of the same price against Operational Acceptance.</p> <p>(d) Services other than Training:</p> <p>eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and Purchaser's approval of invoices:</p> <p>(e) Training</p> <p>thirty percent (30%) of the total Contract Price for training services at the start of the full training program</p> <p>fifty percent (50%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices.</p> <p>(f) Complete System Integration</p> <p>twenty percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Operational Acceptance of the System as an integrated whole.</p> <p>(g) Recurrent Costs</p> <p>one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Purchaser's approval of invoices.</p> <p>Payment shall be made by each participating purchaser</p>
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FAGP 6.1.5, 6.6	The Purchaser shall pay to the Service Provider interest on the delayed payments at a rate of: <i>LIBOR + 0.05 percent per annum.</i>
FAGP 6.1.6	The Service Provider will invoice the Purchaser in the currency used in the Framework Agreement and the Price Schedules it refers to, for Services supplied locally, and the conversion between this currency and <i>Nigeria Naira</i> for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in <i>Central Bank of Nigeria.</i>

Section 7 - Installation, Testing, Commissioning and Acceptance of the System

FAGP 7.1.2	There are no Framework Agreement Specific Provisions applicable to FAGP Clause 7.1.2 The Purchaser's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Purchaser in matters relating to the Contract: None
FAGP 7.1.4	There are no Framework Agreement Specific Provisions applicable to FAGP Clause 7.1.4 The Service Provider's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract: There shall be no additional Powers
FAGP 7.2.5	The Supplier shall submit to the Purchaser: <ul style="list-style-type: none"> a) Monthly and Quarterly) progress reports, summarizing: b) Monthly progress reports, summarizing: <ul style="list-style-type: none"> I. Key activities per the Project Plan and results accomplished during the period; II. Cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan III. Corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule IV. Project issues V. Project risks

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	<p>VI. Other issues and outstanding problems; proposed actions to be taken</p> <p>VII. Resources that the supplier expects to be provided by the purchaser and/or actions to be taken by the Purchaser in the next reporting period;</p> <p>VIII. Other issues or potential problems the Supplier foresees that could impact on project progress and/or Effectiveness</p> <p>c) Quality Assurance Reports</p> <p>d) Lessons Learned Report</p> <p>e) Training Report</p> <p>f) Monthly log of service calls and problem resolutions</p> <p>g) End Project report</p>

Section 8 - Guarantees and Liabilities

FAGP 8.3.1	<p>The Supplier shall obtain Third-Party Liability Insurance in the amount of 2.5 % of Contract Sum with deductible limits of no more than 80% of the Liability Insurance. The insured Parties shall be Kaduna State Government and all the Purchasers. The Insurance shall cover the period from Call Off Contract Effectiveness Date until expiration date</p>
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Section 9 - Settlement of Dispute

FAGP 9.3	<p>The proposed Adjudicator is: CYRIL OLUTAYO EGUNLAYI</p> <p>The proposed hourly fee is: USD 150</p> <p>The expenses that would be considered reimbursable to the Adjudicator are:</p> <ol style="list-style-type: none"> 1. Stationery 2. Telephone, fax and other direct communication costs 3. Travel expenses (economy class) and local travel 4. Per diem of USD100 covering accommodation and local out-of-pocket expense
FAGP 9.4	<p>If the Supplier is from outside the Purchaser's Country arbitration proceedings shall be conducted in accordance with the rules of arbitration of: UNCITRAL. These rules, in the version in force at the time of the request for</p>

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	<p style="text-align: center;">arbitration, will be deemed to form part of this Framework Agreement.</p> <p>If the Supplier is a national of the Purchaser's Country, any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country.</p>
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PART D - SERVICE LEVELS DEFINITION & MANAGEMENT

1 Definition

For purposes of this Service Level Management, the definitions and terms highlighted below shall be interpreted along with the meanings specified in the Schedule of Service Level Agreement to the Framework Agreement.

- a. "Availability" shall mean the time for which the services and facilities offered by the Service Provider are available for conducting operations from the implemented solution
- b. "Helpdesk Support" shall mean the Service Provider's 24x7x365 centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this Agreement.
- c. "Incident" refers to any event / abnormalities in the functioning of the solution / Services that may lead to disruption in normal operations.
- d. Severity for Problem Requests/Defect Fixes: The severity of a problem request or defects fixes would be based on the business impact of the problem.

Service Severity is defined as follows:

Severity	Definition
Critical	<p><u>For Live Operations:</u> Showstoppers involving major functional failure in the system / solution. There are no usable workarounds available to troubleshoot the problem.</p> <p><u>For UAT:</u> Fatal Errors like General Protection Fault, system hangs and testing cannot proceed till error is fixed.</p>
High	<p><u>For Live Operations:</u> Users face severe functional restrictions in the system / solution irrespective of the cause. Workarounds are time consuming.</p> <p><u>For UAT:</u> Serious Program behaviour inconsistent to functional requirements, or data rendered inconsistent and testing cannot proceed in that area till error is fixed.</p>
Medium	<p><u>For Live Operations:</u> Moderate functional restrictions in the system / solution irrespective of the cause. Has a convenient and readily available workaround. Affects a few users.</p>

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Severity	Definition
	<u>For UAT</u> : Minor errors to be corrected, but testing can proceed with work around solutions.
Low	<u>For Live Operations</u> : Requiring cosmetic functional changes. Does not require any workaround. It may include user query / suggestions but has no business impact. <u>For UAT</u> : Suggestions/ Comments. Improves user-interface or functionality. General remarks not necessarily meant for improvement.

2. Breach Clause

- 2.1 Any violation of any provision hereof, any incomplete or mistaken performance of any obligation provided hereunder, any misrepresentation made hereunder, any material nondisclosure or omission of any material fact, or any failure to perform any covenants provided hereunder by any Party shall constitute a breach of this Agreement.
- 2.2 The breaching Party shall be liable for any such breach pursuant to the applicable laws.

3. SLA Monitoring

- 3.1 SLA monitoring will be carried out by Purchaser based on SLA compliance report and SLA monitoring tool. SLA monitoring tool will be put in place by the Service Provider which will collate information as per defined SLA parameters. Reports of SLA compliance in the tool will be updated as per agreed updated frequency and available for review by Purchaser designated authority.
- 3.2 Every bill raised by the Service Provider needs to be accompanied with a compliance report against applicable SLA depending on the phase and should also include self-declaration of compliance / non-compliance by the bidder. Bills need to include any other documents required by Purchaser.

4. Issue Management Procedures

- 4.1 Either the Purchaser or Service Provider may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- 4.2 Purchaser and the service provider will determine which committee or executive level should logically be involved in resolution.
- 4.3 A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least (define period of time) prior to the discussion if the issue is not an emergency requiring immediate attention.
- 4.4 The Purchaser and the service provider shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Service Provider will then communicate the resolution to all interested parties.

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- 4.5 In case the issue is still unresolved, the arbitration procedures described in the agreement will be applicable.
5. **SLA Change and Version Control**
- 5.1 It is acknowledged that the detailed SLA procedure may change as business needs evolve over the course of the Agreement period. You may also define the following management procedures:
- a. A process for negotiating changes to the SLA.
 - b. An issue management process for documenting and resolving difficult issues.
 - c. Purchaser and Service Provider management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- 5.2 You may also be required to define the SLA Change process which can be proposed by either party.
- 5.3 All negotiated SLA changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

PART E - SCHEDULES

Schedule 1: Definitions

The following words and expressions shall have the meanings hereby assigned to them

1.1 Schedule 1.1: Contract Elements and Entities

- b. **"Agreement"** means the Agreement signed by the Parties, to which these Framework Agreement General Provisions (FAGP) are attached, together with all the documents listed in Section 2 of such signed Agreement.
- c. **"Agreement Price"** means the price to be paid for the performance of the Services.
- d. **"FAGP"** means the Framework Agreement General Provisions.
- e. **"FASP"** means the Framework Agreement Special Provisions.
- f. **"Technical Requirements"** means the Technical Requirements in Section VII of the bidding documents.
- g. **"Implementation Schedule"** means the Project Plan in Schedule 3.1.1 of the Framework Agreement.
- h. **"Framework Contract"** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Services.
- i. **"Closed Framework Agreement"** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.
- j. **"Contract Price"** is the price payable to the Service Provider as specified in the Framework Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- k. **"Lead Purchaser"**, when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers as specified in the FA Specific Provisions. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Framework Contract, are to be addressed to the Purchaser named in the Framework Contract.
- l. **"Multi-User Framework Agreement"** means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Framework Contract, as specified in the FA Specific Provisions;
- m. **"Purchaser"** is the Responsible Agency (i.e. MDA/PPA) under a Framework Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes Lead Purchaser, or Responsible Agency.
- n. **"Responsible Agency"**, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the

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participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.

- o. **“Secondary Procurement”** is the method used to select a Service Provider and award a Framework Contract under this Framework Agreement.
- p. **“Local Currency”** means the currency of the country of Nigeria.
- q. **“Project Manager”** means the person named as such in the FASP or otherwise appointed by the Purchaser in the manner provided in FAGP Clause 7.1.2 (Project Manager) to perform the duties delegated by the Purchaser.
- r. **“Service Provider”** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Services, under a Framework Contract.
- s. **“Service Provider’s Representative”** means any person nominated by the Service Provider and named as such in the Framework Agreement or otherwise approved by the Purchaser in the manner provided in FAGP Clause 7.1.3 (Service Provider’s Representative) to perform the duties delegated by the Service Provider.
- t. **“Subcontractor”** means any firm to whom any of the obligations of the Service Provider, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Service Provider.
- u. **“Adjudicator”** means the person named in the FASP, appointed by agreement between the Purchaser and the Service Provider to make a decision on or to settle any dispute between the Purchaser and the Service Provider referred to him or her by the parties, pursuant to FAGP Clause 9 (Settlement of Dispute).
- v. **“Intellectual Property Rights”** means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- w. **“Operational Acceptance Tests”** means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the SaaS Solution is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of FAGP Clause 7.8 (Commissioning and Acceptance).

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1.2 Schedule 1.2: Place and Time

- a. **"Purchaser's Country"** is the country named in the FASP.
- b. **"Service Provider's Country"** is the country in which the Service Provider is legally organized, as named in the Framework Agreement.
- c. **"Eligible Country"** means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Regulations.
- d. **"Day"** means calendar day of the Gregorian Calendar.
- e. **"Week"** means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser's Country.
- f. **"Month"** means calendar month of the Gregorian Calendar.
- g. **"Year"** means twelve (12) consecutive Months.
- h. **"Effective Date"** means the date of fulfilment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Framework Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the SaaS Solution.
- i. **"Contract Period"** is the time period during which this Contract governs the relations and obligations of the Purchaser and Service Provider in relation to the SaaS Solution, as unless otherwise specified in the FASP, the Contract shall continue in force until the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
- j. **"Defect Liability Period"** (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Service Provider commencing at date of the Operational Acceptance Certificate of the SaaS solution, during which the Service Provider is responsible for defects with respect to the SaaS Solution.
- k. **"The Coverage Period"** means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.
- l. **"The Post-Warranty Services Period"** means the number of years defined in the FASP (if any), following the expiration of the Warranty Period during which the Service Provider may be obligated to provide Software licenses, maintenance, and/or technical support services for the SaaS Solution, either under this Contract or under separate contract(s).

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1.3 Schedule 1.3: Scope

- a. **"Services"** means all technical, logistical, management, and any other Services to be provided by the Service Provider under the Contract to supply, install, customize, integrate, and make operational the SaaS Solution. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.
- b. **"The Project Plan"** means the document to be developed by the Service Provider and approved by the Purchaser, pursuant to FAGP Clause 2, based on the requirements of the Contract and the Preliminary Project Plan included in the Service Provider's bid. The **"Agreed Project Plan"** is the version of the Project Plan approved by the Purchaser, in accordance with FAGP Clause 2.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- c. **"Software"** means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
- d. **"Source Code"** means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).
- e. **"Materials"** means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.
- f. **"Standard Materials"** means all Materials not specified as Custom Materials.
- g. **"Custom Materials"** means Materials developed by the Service Provider at the Purchaser's expense under the Contract and identified as such in Appendix 5 of the Framework Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
- h. **"Intellectual Property Rights"** means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

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Schedule 2: List of Potential Participating Purchasers

S/N	State	Name of PPA	Address	Head of PPA
1	Abia	Abia State Procurement Agency	Government House Abia State	Mr. D. K. Uduma Director General
2	Adamawa	Adamawa State Bureau of Public Procurement	Yola Adamawa State	Alh. Abba Bello Umar Director General
3	Akwa Ibom	Due Process Akwa Ibom State		Mr. Ndifreke Benson Akpan Head Due Process
4	Anambra	Anambra State Due Process Office	Ministry of Economic Planning Anambra State	Mr. Simon Attajadumi
5	Bauchi	BMPIPPA Bauchi State		
6	Bayelsa	Due Process Bureau Bayelsa State		Theresa Angaye Head Procurement Dept
7	Benue			
8	Borno	Public Procurement Bureau	Governor's Office Maiduguri, Borno State	Alh. Bunu Monguno Ag. Director General
9	Cross River	Due Process and Price Intelligence Bureau, Cross River State	Governor's Office Calabar Rivers State	Mr. Alphonsus Ogar Eba Director General
10	Delta	Delta State Public Procurement Commission	Government House Delta State	Engr. Obas Okekeri Director
11	Ebonyi	Ebonyi State Fiscal Responsibility Commission	Office of the Executive Governor, 4 Udude Street GRA Abakaliki	Hon. Nwibo Vincent M Chairman
12	Edo	Edo State Public Procurement Agency (EDPPA)	Plot 89 Dennis Osadebey, GRA Benin City, Edo State	Henry Imoghemhe Idogun MD/CEO
13	Ekiti	Ekiti State Bureau of Public Procurement	Governor's Office, Oke Bareke GRA, Ado Ekiti, Ekiti State	Mr. O'Seun Odewale Ag. Director General
14	Enugu	Due Process Office	Governor's Office, Enugu, Enugu State	Onoyima Sylvanus
15	Gombe	Gombe State Budget Monitoring and Price Intelligence Unit (Due Process Office)	Government House Gombe	Alh. Alhassan Aliyu Deba Ag. Head
16	Imo	Imo State Bureau for Public Procurement & Price Intelligence	14, Orlu Road Owerri Imo State	Mrs. Mbajunwa Chiaka C Director General
17	Jigawa	Jigawa State Due Process and Monitoring Bureau	Dutse Jigawa State	Ado Hussaini Director General

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18	Kaduna	Kaduna State Public Procurement Authority KADPPA	Sir Kashim Ibrahim House, Kaduna State	Arc. Muhammed Suleiman Director
19	Kano	Due Process Bureau	Magajin Rumfa Road, Kano	Engr. Muhammad A. Musa Permanent Secretary
20	Katsina	Katsina State Tender Board Ministry of Budget and Economic Development	Katsina State	Malam Usman Sanda
21	Kebbi	Due Process Kebbi		Faruk Maliki Ag. Chairman
22	Kogi	Bureau of Public Procurement	Government House, Lokoja Kogi State	Dr. Stella Adejoh Director General
23	Kwara	Office of the Head of State Civil Service	Ahmadu Bello Way Ilorin Kwara	Mr. Omirinde Samuel Assistant Director Procurement
24	Nasarawa		Due Process Office Government House, Lafia	Aliyu Balarabe Musa Public Procurement
25	Niger	Niger State Public Procurement Board	Shehu Kangiwa Road, Minna South, Minna, Niger State	Shehu Jibrin
26	Ogun	Ogun State Bureau of Cabinet		Adebakin Sakiru Aremu Director
27	Ondo	Ondo State Bureau of Public Procurement	Governor's Office, Alagbaka Akure	Mr Tolu Fadahunsi Director General
28	Osun			
29	Oyo	Bureau of Public Procurement	Office of the Executive Governor, Secretariat, Ibadan	Ms. Tara Adefope Director General
30	Plateau	Plateau State Bureau of Public Procurement	Government House Rayfield, Jos Plateau State	Mr. Peter Dogo Yikangha Director General
31	Rivers	Rivers State Bureau on Public Procurement	Government House PH, Rivers State	Mayor Bright Focal Person SFTAS
32	Sokoto	Bureau of Public Procurement and Public Private Partnership	Government House Sokotos State	Alh. Muhammad Lawal Head ICT
33	Taraba	Taraba State Bureau of Public Procurement	Government House, Jalingo, Taraba State	Jonah S. Magaji Director General
34	Yobe	Bureau for Public Procurement	Governor's Office Yobe State	Alh. Ismaila Mai Adamu Director General
35	Zamfara			Alh Bala Bello

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Schedule 3 - Schedule of Requirements

Schedule 3.1: General Requirements

a. Project Implementation Requirements (Initial Project Plan)

The initial project implementation schedule with sample activities have been proposed to give a bird's eye view of the entire project, to help all stakeholders understand what they are expected to do, when and what tasks need to be completed to avoid delays.

a. Kaduna State

#	ACTIVITIES / MILESTONE	PROJECT IMPLEMENTATION SCHEDULE (MONTH)																																									
		Phase 1 (e-Publishing/Notification)												Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)												Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)																	
		M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36						
1	Project Mobilization and Planning																																										
2	Requirements gathering and blueprinting																																										
3	Solution Configuration and Customization (Schedule 3.1.2)																																										
4	Data digitization																																										

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b. Other States

#	ACTIVITIES / MILESTONE	PROJECT IMPLEMENTATION SCHEDULE (MONTH)																																				
		Phase 1 (e-Publishing/Notification)												Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)																								
		M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36	
1	Project Mobilization and Planning																																					
2	Requirements gathering and blueprinting																																					
3	Solution Configuration and Customization (Schedule 3.1.2)																																					
4	Data digitization and migration (Schedule 3.1.3)																																					
5	Testing (Schedule 3.1.4)																																					
6	Training (Schedule 3.1.5)																																					

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#	ACTIVITIES / MILESTONE	PROJECT IMPLEMENTATION SCHEDULE (MONTH)																																					
		Phase 1 (e-Publishing/Notification)												Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)																									
		M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36		
7	Project and Change Management (Schedule 3.1.6.2)																																						
8	Go-live and roll-out																																						
9	Post go-live services/ support (Schedule 4)																																						

N.B: Details of the SaaS e-Procurement Project Implementation schedule for each Participating State will be defined in the respective Framework Contract

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b. Solution Configuration/Customization

The Service Provider MUST perform Solution configuration and Customization using best practice software development methodology technologies and/or tools such as:

- a. *Rapid Application Development; and/or Open Standards (e.g., Java, XML, etc.);* development method
- b. *the service provider must integrate all the relevant information systems (to be defined In Framework contract) within each of the participating states with the SaaS e-procurement solution*

c. Data Conversion and Migration

The Service Provider MUST provide services and tools to perform the following Data Conversion and Migration Services:

Data Type	Structure	Volume of Data	Timing of Conversion	Media of Data

N.B volume of data; type, structure, and media of data; timing of conversion; quality assurance and validation methods will be defined in the Framework Contract for each Participating State

Number of Depts.	No. of Departmental Users	No. of Concurrent Users	Total No. of Users

N.B Number of Departmental Users, Concurrent Users and Total Users will be defined in the Framework Contract for each Participating State

d. Testing and Quality Assurance Requirements

Pursuant to FAGP Clause 7 and related FASP clauses, the Purchaser (with the assistance of the Service Provider) will perform the following tests on the SaaS Solution following Roll-out to determine whether the Solution meets all the requirements mandated for Operational Acceptance.

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- i. Functional Testing
- ii. Performance Testing
- iii. Compatibility Testing
- iv. External API Testing
- v. Usability Testing
- vi. Back Up and Recovery Testing
- vii. Regression Testing
- viii. Operational / User Acceptance Testing

e. Schedule of Training

The Service Provider MUST provide the following Training Services and Materials.

(a) End-User Training:

Parameters	Values
Name of Participating State	
No. of Applicable MDAs from Participating State	
No. Users across relevant MDAs in the Participating States	

N.B: Details of the End-User Training schedule will be provided in the Framework Contract for each Participating State

(b) Technical:

Parameters	Values
Name of Participating State	
No. of Applicable MDAs from Participating State	
No. Users across relevant MDAs in the Participating States	

N.B: Details of the Technical Training schedule will be provided in the Framework Contract for each Participating State

(c) Management:

Parameters	Values
Name of Participating State	
No. of Applicable MDAs from Participating State	
No. Users across relevant MDAs in the Participating States	

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N.B: Details of the Management Training schedule will be provided in the Framework Contract for each Participating State

f. Other General Requirements

3.1.6.1 Documentation Requirements

The Service Provider MUST prepare and provide the following Documentation.

a. End-User Documents:

Types	Language	Contents	Formats
Procedural Manuals	<i>English</i>		
FAQs	<i>English</i>		
Video Tutorials	<i>English</i>		
Support Portals	<i>English</i>		
Embedded Assistance	<i>English</i>		

N.B: Details of the End-User Documents will be provided in the Framework Contract

b. Technical Documents:

Types	Language	Contents	Formats
Solution Specifications Document	<i>English</i>		
Solution Architecture Document	<i>English</i>		
Quality Assurance Document	<i>English</i>		
API documentation	<i>English</i>		

N.B: Details of the Technical Documents will be provided in the Framework Contract

3.1.6.2 Service Provider's Team's Qualifications

The Service Provider MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities under the Contract:

c. Project/Change Manager: *[for example, specify:*

Education/Certifications	Excellent understanding of best practice methodologies (e.g. Agile, PMP, MSP, JIRA, Sprint and Scrum Master, CCMP, etc.)
Years of General Experience	<i>10 years</i>

d. Business Area Expert:

Education/Certifications	IIBA Certified Business Analysis Professional (CBAP)
Years of General Experience	<i>10 years</i>

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e. System Analyst:

Education/Certifications	Information System Analyst Certification
Years of General Experience	10 years

f. Database Expert:

Education/Certifications	A professional Database Administrator/Expert Certification
Years of General Experience	10 years

g. Programming Expert:

Education/Certifications	Professional programming certification
Years of General Experience	12 years

h. System Administration / Security Expert:

Education/Certifications	Professional System Administration or Security Expert Certification
Years of General Experience	12 Years

i. Cloud Expert:

Education/Certifications	Professional Cloud Administration/Expert Certification
Years of General Experience	12 years

j. Training Expert:

Education/Certifications	Certified Training Professional (CTP), Certified Training and Development Professional (CTDP)
Years of General Experience	10 years

k. Documentation Specialist:

Education/Certifications	Certified Documentation Expert
Years of General Experience	10 years

g. List of Expected Deliverables

List of Deliverables required to be submitted to Purchaser by the Service Provider as part of project implementation phase shall be established in the Framework Contract in line with the detailed project implementation schedule to be provided by the Service Provider.

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Schedule 3.2: Functional Requirement

3.2.1 Functional scope

Based on the input from all Participating States as well as the outcome of the Stakeholders' Validation exercise, the functionalities for the following modules along with their respective sub modules have been agreed on:

Legend

Priority	Meaning
Mandatory	Must-Have
Desirable	Could-Have

3.2.1.i Business Intelligence

No.	Requirement	Additional description	Priority	Submodule
1	System must dispatch automated notifications to Tender Coordination Committee users upon tender creation or modification of tender details.		Mandatory	Notifications
2	System must dispatch automated notifications to MDA/PPA users upon their association with / disassociation from a tender workspace.		Mandatory	Notifications
3	System must dispatch automated notifications to associated Tender Coordination Committee users upon tender publication.		Mandatory	Notifications
4	System must dispatch automated notifications to a Service Provider/Contractor upon tender publication, when the Tender Common Procurement Vocabulary or United Nations Standard Products and Services Code codes match the areas of interest of the Service Provider/Contractor.		Mandatory	Notifications
5	System must dispatch automated notifications to Tender Coordination Committee users and interested Service		Mandatory	Notifications

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No.	Requirement	Additional description	Priority	Submodule
	Provider/Contractor users upon addition/modification of tender documentation.			
6	System must dispatch automated notifications to interested Service Provider/Contractor users upon modification of tender details.		Mandatory	Notifications
7	System must notify invited MDA/PPAs to respond to procurement plan requests by providing their MDA/PPA-specific procurement plan.		Mandatory	Notifications
8	System must support a facility for auditing/monitoring all actions performed by the system users.		Mandatory	Auditing
9	System must support the generation of reports through the auditing facility, and their export and download in user-friendly formats e.g. spreadsheet.	Reports should be generated based on certain criteria e.g. Tender, MDA/PPA, User, Action, Date etc. Auditing reports could be available to Administrator, Tender Coordination Committee and Auditor users.	Mandatory	Auditing
10	System must support the generation, export and downloading of reports in user-friendly formats e.g. spreadsheet.		Mandatory	Reporting
11	System must support a facility for the production of various types of statistical reports.	e.g. Quarterly reports of awarded contracts per procurement procedure.	Mandatory	Reporting
12	For MDA/PPAs, the system must store adequate information to calculate indicators related to centralized purchasing.	Store: - whether the MDA/PPA acts as a Central Purchasing Body (CPB) or an individual MDA/PPA	Mandatory	WB Indicators

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No.	Requirement	Additional description	Priority	Submodule
13	For Service Provider/Contractors, the system must store adequate information to calculate indicators related to the percentage of contracts awarded to Small-Medium Enterprises (SMEs), to foreign Service Providers, to consortiums and through which authentication method.	Store: - the size (SME, large, etc.)- location (national, foreign)- consortium (yes, no)- authentication method (simple credentials, external system authentication, etc.)	Mandatory	WB Indicators
14	For Tenders, the system must store adequate information to calculate indicators related to the percentage of funded contracts, to contracts with special characteristics, to the use of lots.	This information should support the calculation of Service Provider inclusion through the financial selection/exclusion criteria and support the storage of administrative costs. "Store: - funding (WB, EU, etc.)- special characteristics (environmental related features, social related features, locked to national bidding, etc.)- financial capacity- administrative cost- lots (no lots, product/service grouping, quantitative grouping, geographical grouping, etc.)- all timings"	Mandatory	WB Indicators

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No.	Requirement	Additional description	Priority	Submodule
15	For Bid evaluations, the system must store adequate information to calculate indicators related to the government e-Procurement (e-GP) efficiency, and the calculation of reduction/variation prices.	Store:- number of bidders- number of abnormally low prices- evaluation method (lowest price, most economically advantageous tender, Lifecycle costing)- non-judicial reviews (total number, total length, number MDA/PPA wins, number Service Provider/Contractor wins)- appeals (total number, total length, number MDA/PPA wins, number Service Provider/Contractor wins)- ex-ante approval required (yes, no)- compliance audit (number, length-Reverse Auctioning (start price, end price)- FAs (initial price, awarded price)	Mandatory	WB Indicators
16	System could be able to import results from external surveys	Store: - levels of information as perceived by Service Provider/Contractors-	Desirable	WB Indicators

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No.	Requirement	Additional description	Priority	Submodule
		strengths/weaknesses-etc.		
17	System must dispatch automated notifications to the Tender Coordination Committee users upon request for clarification by a Service Provider/Contractors user.		Mandatory	Notifications
18	System must dispatch automated notifications to Service Provider/Contractors users when a clarification regarding a tender of interest is published.		Mandatory	Notifications
19	System could dispatch automated notifications to Tender Coordination Committee users upon submission of a bid by a Service Provider/Contractors.		Desirable	Notifications
20	System must dispatch automated notifications to the Service Provider/Contractors users upon the submission of their bid, as a proof of submission.		Mandatory	Notifications
21	System must dispatch automated notification to the Bid Opening Committee users upon reaching the Bid Opening date.		Mandatory	Notifications
22	System could dispatch automated notifications to Service Provider/Contractors users when a clarification request during evaluation is expressed by the Bid Evaluation Committee users.		Desirable	Notifications
23	System could dispatch automated notifications to the Bid Evaluation Committee users once a clarification request during evaluation has been answered by the respective bidder.		Desirable	Notifications
24	System must dispatch automated notifications to the Service Provider/Contractors users upon announcement of the bid evaluation results.		Mandatory	Notifications
25	System must dispatch automated notifications to the Tender Coordination Committee/ Bid Evaluation Committee users when complaints are sent by Service Provider/Contractors.		Mandatory	Notifications

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No.	Requirement	Additional description	Priority	Submodule
26	System could dispatch automated notifications to the bidders upon deadline of the standstill period.		Desirable	Notifications
27	System must dispatch automated notification to the successful Service Provider/Contractors upon award of the tender.		Mandatory	Notifications
28	After bid opening, system must support the generation of an Opening Report, documenting details about the Bid Opening Process and Opened Bids.	Opening Report should be available to the Bid Opening Committee users.	Mandatory	Reporting
29	After bid evaluation, system must support the generation of an Evaluation Report, documenting details about the Bid Evaluation Process, assigned evaluation results and award recommendation.	Evaluation Report should be available to the Bid Evaluation Committee and Tender Coordination Committee users.	Mandatory	Reporting
30	After the completion of an auction event, system must support the generation of an Auction Report, documenting details about the proceedings.	Auction report should include dates/times, invited bidders, bid summaries, ranking, and potentially charts such as bids in time, ranking fluctuation, etc.	Mandatory	Reporting
31	System must support the generation of reports including details for awarded contracts.	Reports should be generated based on certain criteria e.g. Tender, MDA/PPA, Date etc.	Mandatory	Reporting
32	System must support the generation of reports for the status of deliverables for an ongoing contract.		Mandatory	Reporting
33	System must support the generation of reports for the status of deliverables for an ongoing contract.		Mandatory	Reporting

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No.	Requirement	Additional description	Priority	Submodule
34	System must support the generation of reports for KPI monitoring for contracts.		Mandatory	Reporting
35	System must support the generation of Purchase Order reports, reconciling details from respective requisitions.		Mandatory	Reporting
36	System must support the generation of Invoice reports, reconciling details between Purchase Orders and list of received/accepted items.		Mandatory	Reporting
37	System must support the generation of Payment/Receipt reports, reconciling details between Invoices and respective payments.		Mandatory	Reporting
38	For Contracts, the system must store adequate information to calculate indicators related to contract values/numbers against procurement types/methods.	Store: - value- type (goods, supplies, services)- method (open, restricted, direct ordering, etc.)	Mandatory	WB Indicators
39	For monitoring Governance filters, the system must aggregate procurement data for identifying potential areas of fraud, waste and/or abuse.		Mandatory	WB Indicators

3.2.1.i e-Procurement Plan

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No.	Requirement	Additional description	Priority	Submodule
1	System must support a periodic process for procurement planning.		Mandatory	Process management
2	Procurement planning process must be initiated by the State's PPA.		Mandatory	Process management
3	System must allow the State's PPA to dispatch a procurement plan request to all registered MDAs.		Mandatory	Process management
4	System must provide option to define a deadline for the submission of the MDA/PPA plans.		Mandatory	Process management
5	MDA/PPA users must be able to download the available Procurement Plan templates in order to create their plans.		Mandatory	Process management
6	The procurement plan template must be made available in a user-friendly and human-readable format (e.g. spreadsheet).		Mandatory	Process management
7	The Procurement Plan template must allow MDA/PPA users to define all necessary aspects of each Item envisaged to be procured.	Indicative information comprises: Class (Supplies, Works or Services), Name, United Nations Standard Products and Services Code/Common Procurement Vocabulary, Reference number, Description, Quantity in unit, Measurement unit, Estimated Budget, Procurement method, Estimated dates of procurement publication,	Mandatory	Process management

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No.	Requirement	Additional description	Priority	Submodule
		envisaged start and award dates, Comments, etc.		
8	Procurement plan template must indicate the minimum information required in order to be accepted as a valid plan by the System, upon its submission.		Mandatory	Process management
9	MDA/PPA users must be able to upload a created Procurement Plan based on the provided template.	The State's PPA is a PPA that can also upload its plan for procurements.	Mandatory	Process management
10	System must validate the structure of an uploaded Procurement plan to ensure that it abides to the prescribed specifications.	Structure validation concerns the technical format of the plan (e.g. file type).	Mandatory	Process management
11	The content of an uploaded Procurement plan must be validated by the system to ensure that all 0 information is filled in.	The system could inform the MDA/PPA user of any identified errors in the form of an Error Report.	Mandatory	Process management
12	System must allow MDA/PPA users to upload newer versions of a procurement plan before the defined deadline. Previous versions could be overwritten.		Mandatory	Process management
13	System must record the date and time of the Procurement plan submission and the MDA/PPA user that performed it.		Mandatory	Process management

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No.	Requirement	Additional description	Priority	Submodule
14	System could allow an updated plan to be submitted by an MDA/PPA user after the submission deadline has elapsed.		Desirable	Process management
15	As per the MDA/PPA hierarchy (see Registration module), system must produce a consolidated procurement plan for the "parent" MDA/PPA, by aggregating the plans of "children" MDA/PPAs.	e.g. spreadsheet.	Mandatory	Grouping/Consolidation
16	Consolidated plans for a "parent" MDA/PPA must be available for downloading, reviewing, editing and re-uploading by the "parent" MDA/PPA.		Mandatory	Grouping/Consolidation
17	The content of an edited and re-uploaded Procurement plan of a "parent" MDA/PPA must be validated by the system to ensure that all 0 information is filled in and abides to the prescribed specifications.		Mandatory	Grouping/Consolidation
18	System must provide a facility to monitor the MDA/PPAs that have not submitted procurement plans.	List available to the State's PPA.	Mandatory	Grouping/Consolidation
19	System must allow final consolidation (e.g. "National" level) of procurement plans to be performed by the State's PPA.		Mandatory	Grouping/Consolidation
20	System could support re-consolidation at any level in case of submission of new versions of procurement plans.		Desirable	Grouping/Consolidation

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No.	Requirement	Additional description	Priority	Submodule
21	System must support the publication of the final consolidation of the procurement plan by the State's PPA.	A Procurement plan will be publicly available after this action.	Mandatory	Publication
22	System could prevent the public display of specific fields of the procurement plan (if required).	Option to be set by the State's PPA.	Desirable	Publication

3.2.1.ii e-Registration

No.	Requirement	Additional description	Priority	Submodule
1	Non-authenticated (Service Provider) users must be able to register their Service Provider/Contractor details in the system.	The system should not allow double-entries.	Mandatory	Registration
2	Non-authenticated (Service Provider) users could be able to retrieve their Service Provider/Contractor details from external sources (e.g. National Service Provider Registry system).		Desirable	Registration
3	System must validate the organization/user profile details prior to registering them.		Mandatory	Registration
4	Administrator users must be able to register Service Providers on the system.	The system must not allow double-entries.	Mandatory	Registration
5	Administrator users must be able to view the details of registered Service		Mandatory	Registration

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No.	Requirement	Additional description	Priority	Submodule
	Provider/Contractor and MDA/PPA profiles.			
6	Service Provider/Contractor users must be notified about their Service Provider/Contractor registration approval outcome.		Mandatory	Registration
7	Service Provider users must be able to register other users of their Service Providers.		Mandatory	Registration
8	Service Provider/Contractor users must be able to view/modify the profiles of their organization and respective users.	Restrictions may apply (e.g. a user cannot change the password of another user when a Service Provider/Contractor changes critical organization details such as the organization type, re-approval by Administrators might be required).	Mandatory	Registration
9	Administrator users must be able to register MDAs/PPAs in the system.		Mandatory	Registration
10	System could allow Administrator users to define the hierarchy of MDAs/PPAs by defining parent-child relationships between MDAs/PPAs.		Desirable	Registration
11	Administrator users must be able to register other Administrator users.		Mandatory	Registration
12	Administrator users must be able to register MDA/PPA users.		Mandatory	Registration
13	Users could receive a confirmation upon successful profile registration, together with details for activating their account.	Their username should be provided in the confirmation message.	Desirable	Registration

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No.	Requirement	Additional description	Priority	Submodule
14	Administrator users must be able to deactivate organization/user profiles, forbidding such organizations/users to authenticate.	Through this mechanism the system can support the blacklisting of Service Providers, forbidding them from authenticating in the system.	Mandatory	Registration
15	System must validate the uniqueness of the identity of each organization undergoing the registration process.		Mandatory	Registration
16	Users must be able to authenticate themselves in the system (i.e. login).		Mandatory	Authentication
17	System could allow the authentication of users having their profiles in an external user registry system.		Desirable	Authentication
18	System could support user authentication through Single Sign-On (SSO) services.		Desirable	Authentication
19	System must automatically logout authenticated users if they remain inactive for a pre-specified period of time (i.e. session timeout).		Mandatory	Authentication
20	Non-authenticated users must have access only to information that is publicly available.		Mandatory	Authentication
21	A "forgot password" mechanism must be made available to the users.		Mandatory	Authentication
22	Users must be locked out of the system after a specific number of failed log-in attempts.		Mandatory	Authentication
23	Re-activating a "locked" account must be possible to Administrator users.		Mandatory	Authentication

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No.	Requirement	Additional description	Priority	Submodule
24	Users could be obliged to accept a User Agreement / Terms and Conditions text before obtaining access to the full system functionality.		Desirable	Authentication
25	System must be built following a role-based architecture.		Mandatory	Authorization
26	Authenticated users must have access to information and functionality according to their respective role.		Mandatory	Authorization
27	Authenticated users could have a personalized task-list to follow up.		Desirable	Authorization
28	Administrator users must be able to review and approve/reject Service Provider/Contractor registrations.	Only approved companies may submit bids. The status for a company registration may change at any time.	Mandatory	Management
29	MDA/PPA users could be able to set up Evaluator Groups for their MDAs.	An MDA/PPA can have pre-defined Evaluator Groups of MDA/PPA users, which Groups can be assigned to Competitions for evaluating received bids.	Desirable	Management
30	Administrator users could be able to manage documents in a Tender Documentation Template Library of the system.	A Tender Documentation Template Library could host standardized documents to be used by MDA/PPA users for creating the Tender Documentation of a Tender (e.g. Terms of Reference, Guarantee template, Contract, etc.).	Desirable	Management
31	Users must be able to modify specific information of their profile.	Some critical information (e.g. Role) should only be managed by authorized personnel (e.g. Administrator users).	Mandatory	Management

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No.	Requirement	Additional description	Priority	Submodule
32	Administrator users must be able to modify the user role of a user.		Mandatory	Management
33	Administrator users must be able to modify specific information in a user profile.		Mandatory	Management
34	Administrator users must be able to deactivate a user account.		Mandatory	Management
35	Users must be able to view an MDA/PPA profile.		Mandatory	Management
36	Administrator users must be able to modify MDA/PPA profile details.		Mandatory	Management
37	Administrator and MDA/PPA users must be able to view Service Provider/Contractor details.		Mandatory	Management
38	Administrator users must be able to modify Service Provider/Contractor details.		Mandatory	Management
39	Service Provider/Contractor users could be able to define the areas of interest of their organization through a procurement taxonomy (e.g. Common Procurement Vocabulary (CPV) or UNSPSC).		Desirable	Management
40	Administrator users could be able to define password rules (e.g. acceptable length, expiration period, etc.).		Desirable	Management

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3.2.1.iii e-Publishing

No.	Requirement	Additional description	Priority	Submodule
1	System must support a workflow for the actions necessary for setting up a Tender.		Mandatory	Tender workspace creation and workflow setup
2	MDA/PPA users must be able to create a draft Tender workspace for a Public Contract or Framework Agreement.		Mandatory	Tender workspace creation and workflow setup
3	System must support different procurement methods such as Open procedure, Restricted procedure, Negotiated procedures, etc.		Mandatory	Tender workspace creation and workflow setup
4	A Tender workspace must be possible to be split into smaller segments (i.e. Lots).		Mandatory	Tender workspace creation and workflow setup
5	System must support time-limit rules (e.g. bid submission deadline).	The system should allow the setup and modification of such deadlines at specific times in the Tender lifecycle only.	Mandatory	Tender workspace creation and workflow setup
6	Budget thresholds could be in place.	The system could support different processes for above threshold versus below threshold procurements.	Desirable	Tender workspace creation and workflow setup
7	MDA/PPA users must be able to edit the details of a Tender workspace.	Important information (e.g. Procurement type, evaluation method, lots specification, etc.) must not be possible to be modified.	Mandatory	Tender workspace creation and workflow setup
8	MDA/PPA users could be able to copy the details of a Tender for the creation of a new Tender workspace.	Information as Tender details, workflow, associated users, etc. for example should be copied but the	Desirable	Tender workspace creation and workflow setup

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No.	Requirement	Additional description	Priority	Submodule
		user should be able to modify such information as needed.		
9	MDA/PPA users must be able to cancel a Tender.		Mandatory	Tender workspace creation and workflow setup
10	MDA/PPA users could be able to activate/deactivate specific system services (e.g. enable online tendering but disable online evaluation).	Such functionality is relevant for simplifying the change management process from paper-based procurement to online procurement.	Desirable	Tender workspace creation and workflow setup
11	Tender workspace creator must be able to define the Tender Coordination Committee users.	The Tender Coordination Committee users are responsible for the Tender workspace management, including workflow definition, evaluation criteria definition, document/workspace publication, management of committees for bid opening/evaluation, etc.	Mandatory	Officer association
12	The Tender Coordination Committee users must be able to define the Bid Opening Committee users of the Tender workspace.	The Bid Opening Committee is responsible to authorize Bid opening.	Mandatory	Officer association
13	The Tender Coordination Committee users must be able to define the BEC users of the Tender workspace. The Bid Evaluation Committee may be formed by the use of Evaluation Groups (see Registration module).	The Tender Coordination Committee users must be able to define the Bid Evaluation Committee (BEC) of the Tender workspace. The BEC may be formed by the use of Evaluator Groups (see Registration module).	Mandatory	Officer association

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No.	Requirement	Additional description	Priority	Submodule
14	The Tender Coordination Committee users could be able to assign Auditor users of the Tender workspace.	The Auditor users are read-only users who have full visibility to the Tender proceedings and hence can verify compliance to the underlying legal framework.	Desirable	Officer association
15	System must allow Tender Coordination Committee users to upload in the Tender workspace the Tender Documentation, comprising electronic files created by external applications (e.g. PDF/DOC, CAD, multimedia files, etc.).		Mandatory	Preparation of bidding document by CA
16	The Tender Coordination Committee users must be able to edit/delete Tender Documentation and its metadata information (e.g. title, description, status, language, etc.) until such time as the documentation becomes available to Service Provider/Contractor users.		Mandatory	Preparation of bidding document by CA
17	System could provide a Tender Documentation Template Library mechanism to MDA/PPA users for them to upload template documents with available placeholders.	A template document can be used in the context of a Tender workspace for creating a specific Tender document. The placeholders available in the template can be replaced automatically by the system with actual Tender details (as fetched from the database, such as title, dates, UNSPSC/CPV codes, etc.).	Desirable	Preparation of bidding document by CA
18	The Tender Coordination Committee users could be able to create Tender Documentation using the Tender Documentation Template Library.		Desirable	Preparation of bidding document by CA

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No.	Requirement	Additional description	Priority	Submodule
19	System could support an approval review cycle for a Tender Documentation file before finalization.		Desirable	Preparation of bidding document by CA
20	The Tender Coordination Committee users must be able to setup the Tender Questionnaire (i.e. tender evaluation criteria) Service Providers will have to fill in when creating their Bids.		Mandatory	Tender questionnaire
21	The Tender Coordination Committee users must be able to setup the Tender Questionnaire (i.e. tender evaluation criteria) in envelopes (qualification, technical, financial) which determine the sequence of opening/evaluating of the bids.		Mandatory	Tender questionnaire
22	The Tender Coordination Committee users could be able to create a Tender Questionnaire by reusing (importing) the Questionnaire of a similar Tender workspace.		Desirable	Tender questionnaire
23	The Tender Coordination Committee users could be able to export a Tender Questionnaire of a Tender workspace in order to reuse it in future Tenders.		Desirable	Tender questionnaire
24	System could support a Tender Questionnaire Library, hosting all previously used Tender Questionnaires, in order to simplify their reuse in future.		Desirable	Tender questionnaire
25	System must validate the soundness and completeness of the Tender Questionnaire, in line with the Tender procedure and evaluation method.		Mandatory	Tender questionnaire

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No.	Requirement	Additional description	Priority	Submodule
26	The Tender Questionnaire must be possible to be constructed in a manner that allows (semi-)automated evaluation.	Questions in the Tender Questionnaire subject to evaluation should be constructed with quantifiable data and hold all metadata necessary for (semi-)automated evaluation, including weights, thresholds and formula for determining the pass/fail/score of the response. Controls should be put in place to ensure that the technical weight is not excessive in relation to the financial weight (i.e. price must be the most decisive award factor amongst the offers passing the minimum requirements)	Mandatory	Tender questionnaire
27	The Tender Coordination Committee users must be able to create a Contract Notice for the Tender.	The Contract Notice is a standardized form that announces the commencement of a Tender competition. This and all other Notices are made available to the general public through the system and potentially transmitted to external bulletin/advertisement boards (e.g. Europe's TED system).	Mandatory	Competition Publication/Activation
28	The Tender Coordination Committee users must be able to publish a Contract Notice for the Tender, simultaneously publishing the Tender workspace.	Applicable only to Tender processes that require public announcement.	Mandatory	Completion Publication/Activation

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No.	Requirement	Additional description	Priority	Submodule
29	Upon Tender workspace publication, the system must make the workspace itself and all associated Tender Documentation files publicly available.		Mandatory	Completion Publication/Activation
30	The Tender Coordination Committee users must be able to select and invite Service Providers/Contractor to tender, simultaneously making the Tender workspace available to them.	This requirement is necessary to support the cases when a Tender process must be performed without public announcement (e.g. Negotiated procedure without Advertisement). Only invited Service Providers/Contractor must have access to the Tender workspace and associated Tender Documentation.	Mandatory	Completion Publication/Activation
31	The TCC users must be able to configure the Tender Questionnaire to mandate the use of e-Attestation certificates.	e-Attestation certificate signifies the pre-qualification of a EO for participating in public Tenders.	Mandatory	Tender questionnaire
32	Evaluation based on solely financial criteria must be supported (i.e. Lowest Price).		Mandatory	Tender workspace creation and workflow setup
33	Evaluation based on quality-cost combination must be supported (i.e. Most Economically Advantageous Tender or MEAT).		Mandatory	Tender workspace creation and workflow setup

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No.	Requirement	Additional description	Priority	Submodule
34	After publication, if the need arises, the Tender Coordination Committee users must be forced to update the Tender details (metadata, documentation, etc.) through transparent means.	For Tender processes that require public announcement, updates can be performed through a Corrigendum Notice. For Tender processes that must be performed without public announcement, an identical "amendment" notification must be sent to all invited Service Providers/Contractor. Disseminated Tender documentation must not be possible to be changed instead MDAs/PPAs must be able to disseminate addendum documents (i.e. new Tender documentation files that correct/update information included in the original Tender documentation).	Mandatory	Completion Publication/Activation

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3.2.1.iv e- Tendering

No.	Requirement	Additional description	Priority	Submodule
1	Service Provider/Contractor users associated with the Tender must be able to request for clarifications (i.e. questions).		Mandatory	Questions/answers
2	The Tender Coordination Committee users associated with the Tender must be able to view requests for clarifications as expressed by Service Provider/Contractor users.		Mandatory	Questions/answers
3	The Tender Coordination Committee users associated with the Tender must be able to edit/answer the clarification requests.		Mandatory	Questions/answers
4	The Tender Coordination Committee users associated with the Tender could be able to select the recipient(s) for the response to the clarification requests.		Desirable	Questions/answers
5	Service Provider/Contractor users associated with the Tender must be able to view clarification responses.		Mandatory	Questions/answers
6	The Tender Coordination Committee users associated with the Tender must be able to create a clarification in order to provide information not associated with any particular request.		Mandatory	Questions/answers
7	The clarification responses of the MDA/PPA must be made accessible by all Service Provider/Contractor users associated with the Tender workspace.	Except for the cases that the response is addressed to specific recipient(s), in which case only the recipients must obtain access to the clarification.	Mandatory	Questions/answers
8	The Tender Coordination Committee users associated with the Tender must be able to enter clarification requests which have been provided by Service		Mandatory	Questions/answers

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No.	Requirement	Additional description	Priority	Submodule
	Provider/Contractor users outside the context of the system (e.g. via email).			
9	Service Provider/Contractor users associated with the Tender must be able to create their bids in an electronic manner, potentially through a purpose-made application made available by the system.		Mandatory	Creation/submission of bids
10	Service Provider/Contractor users associated with the Tender must be able to save draft/incomplete versions of their Bids.		Mandatory	Creation/submission of bids
11	While a Bid is draft/incomplete and hence un-encrypted, the system must not require its transmission through the Internet, in order to safeguard the confidential nature of its details.		Mandatory	Creation/submission of bids
12	System must assist (or even mandate) Service Provider/Contractor users to create their Bids for a Tender in compliance with the Tender Questionnaire.		Mandatory	Creation/submission of bids
13	If the system supports multiple currencies, the Service Provider/Contractor must be able to specify the currency of the financial offer.		Mandatory	Creation/submission of bids
14	System must provide mechanisms for Service Provider/Contractor users to finalize their Bid, encrypting it prior to its submission to the system through the Internet.		Mandatory	Creation/submission of bids
15	In case the Tender Questionnaire is setup in envelopes (qualification, technical, financial) the bids must be encrypted by the system individually per envelope, so that they can be opened separately.		Mandatory	Creation/submission of bids

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No.	Requirement	Additional description	Priority	Submodule
16	Service Provider/Contractor users associated with the Tender must be able to submit their bids through the system.		Mandatory	Creation/submission of bids
17	System must inform Service Provider/Contractor users on the result of the bid submission process (i.e. successful / unsuccessful).	For every submission attempt, a Service Provider/Contractor user could receive an email notification with core information of the process (e.g. Tender Id, Bid receipt id, date/time, result, etc.).	Mandatory	Creation/submission of bids
18	System must forbid the submission of a Bid if the pre-specified Bid submission deadline has already elapsed.		Mandatory	Creation/submission of bids
19	Service Provider/Contractor users associated with the Tender must be able to view the list of their submitted bids.		Mandatory	Creation/submission of bids
20	Before the Bid submission deadline, Service Provider/Contractor users associated with the Tender must be able to withdraw a submitted Bid from the system.		Mandatory	Creation/submission of bids
21	If permitted so by the Tender definition, Service Provider/Contractor users associated with the Tender must be able to submit more than one Bid for the Tender.		Mandatory	Creation/submission of bids
22	When creating their bids, Service Provider/Contractor users must be enabled to include a scanned copy of the bid security.	Usually recommended by the MDBs.	Mandatory	Securities/guarantees
23	When creating their bids, Service Provider/Contractor users could provide credentials for the system to automatically fetch the bid security from the respective bank ICT system.	Automated fetching of bank securities requires integration points with banks which can be very challenging considering	Desirable	Securities/guarantees

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No.	Requirement	Additional description	Priority	Submodule
		oversees EOs, hence such requirement can be considered for advanced e-Procurement implementations.		

3.2.1.v e-Evaluation/Award

No.	Requirement	Additional description	Priority	Submodule
1	System must support a mechanism for the decryption of bids submitted during the submission stage.		Mandatory	Bid Opening
2	The Bid Opening Committee user must be associated with the tender in order to initiate the Opening process.		Mandatory	Bid Opening
3	One Bid Opening Committee user could suggest a list of bids for opening.		Desirable	Bid Opening
4	The remaining Bid Opening Committee users could confirm the suggested list in order to proceed with the bids' decryption.		Desirable	Bid Opening
5	In case one of the remaining Bid Opening Committee users rejects the list of bids to be opened, system could allow a new list to be defined.		Desirable	Bid Opening
6	System must proceed with the bids decryption only if the decision of the Bid Opening Committee users on which bids to open is unanimous.		Mandatory	Bid Opening
7	System could validate submitted bids and notify the Bid Opening Committee and Bid Evaluation Committee users in case the submitted bids are in unexpected format.		Desirable	Bid Opening

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No.	Requirement	Additional description	Priority	Submodule
8	In case the Tender Questionnaire defines envelopes (qualification, technical, financial), the system must open the envelopes separately.	I.e. firstly all "qualification" envelopes of all bids must be opened/evaluated and then, only for the qualified bidders the subsequent envelope must be opened, etc.	Mandatory	Bid Opening
9	If the system supports multiple currencies, the Bid Opening Committee members must define the exchange rates for converting all financial offers into one common currency, in order to accommodate comparisons.	Commonly the exchange rate during Bid opening should be defined. Alternative, the exchange rates can be pre-defined in the Tender documents or be obtained automatically from external systems.	Mandatory	Bid Opening
10	Upon opening, system could produce an opening report to detail the proceedings.	The opening report could include the date/time of opening, the online/offline submitted bids, the bids opened, the bids not opened, the responsible personnel, etc.	Desirable	Bid Opening
11	Upon opening, certain details of the opened bids could be made publicly available.	For Tender details, the information to be made available can be: Title, Reference number, MDA/PPA, Procurement Method that was used, Bid Submission deadline, award date, status of the tender, link to the opened bid details. For Bid details, the information to be made available can be: Lot name (in case of lots), envelope, Service Provider organization name, Bid ID, Pricing information.	Desirable	Bid Opening

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No.	Requirement	Additional description	Priority	Submodule
12	The Bid Opening Committee users must be allowed to upload onto the System bids received offline, outside the context of the system.	This action should be performed before the opening of electronically submitted bids.	Mandatory	Offline bids
13	System must update the list of electronically submitted bids with the (offline) bids added by the MDAs/PPAs.		Mandatory	Offline bids
14	The Bid Evaluation Committee users associated with the Tender must be able to view the opened bids.		Mandatory	Bid evaluation
15	The Bid Evaluation Committee users associated with the Tender must be able to provide the evaluation results for the opened bids against the evaluation criteria.	Evaluation results can be pass/fail/score.	Mandatory	Bid evaluation
16	The Bid Evaluation Committee users associated with the Tender could be able to justify their provided scores.		Desirable	Bid evaluation
17	System must calculate and display the overall score of the evaluated bids.		Mandatory	Bid evaluation
18	In case of offline evaluation, the Bid Evaluation Committee users associated with the Tender must be able to provide the final, consensus evaluation score for each evaluation criterion and each bid.		Mandatory	Bid evaluation
19	In case of offline evaluation, instead of providing consensus scoring per criterion and Bid, the Bid Evaluation Committee users associated with the Tender could be able to provide the final ranking per bid.		Desirable	Bid evaluation
20	During the evaluation process, Bid Evaluation Committee users associated with the Tender must be able to request clarifications on the opened Bids.	Similar operation as in module "e-Tendering" and sub-module "Questions/answers".	Mandatory	Bid evaluation

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No.	Requirement	Additional description	Priority	Submodule
21	During the evaluation process, Service Provider/Contractor users must be able to respond to clarification requests.	Similar operation as in module "e-Tendering" and sub-module "Questions/answers".	Mandatory	Bid evaluation
22	In case the monitoring users (Tender Coordination Committee, Auditor users) deem it necessary, the system must be able to support the re-evaluation of bids.	Re-evaluation of bids implies that the flow is reverted back to the bid opening process, so that potentially previously discarded bids are taken into account and vice-versa, before re-performing evaluation.	Mandatory	Bid evaluation
23	Service Provider/Contractor users must be able to submit complaints for a Tender to the MDA/PPA.	The Complaint functionality must not necessarily follow the timeline of the Tender cycle. I.e. the Complaint functionality can become operational prior to award and remain operational after the award. Complaints should be possible to be filed by Service Providers who did not actually participate to the bidding process (i.e. did not submit a bid) but wish to complain nonetheless.	Mandatory	Standstill period/complaints
24	The Tender Coordination Committee users associated with the Tender must be able to view and answer to the complaints submitted by Service Providers.	The Complaint functionality must not necessarily follow the timeline of the Tender cycle. I.e. the Complaint functionality can become operational prior to award and remain operational after the award	Mandatory	Standstill period/complaints
25	The Tender Coordination Committee users must be able to announce the results of the evaluation procedure to the Service Providers who participated in the Tender.		Mandatory	Contract award

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No.	Requirement	Additional description	Priority	Submodule
26	The Tender Coordination Committee users associated with the Tender must be able to award the contract to the appropriate Service Providers.		Mandatory	Contract award
27	Awarded Service Provider/Contractor users could be able to accept or decline the award.		Desirable	Contract award
28	The Tender Coordination Committee users associated with the Tender could be able to re-award the contract in case of award's rejection.		Desirable	Contract award
29	Facilitate issue of the LOA / letter of contract (LOC) online to the successful supplier/contractor using Procurement Officer's DSC (Digital Signature Certificate) (Token-based / e-Sign) (with biometric authentication). System must provide alert to the bidder on award of contract.		Mandatory	Contract award
30	System must link to the Contract management module for creation of PO		Mandatory	Contract award
31	System must link the PO number with the requisition number to allow tracking.		Mandatory	Contract award
32	After the acceptance of the contract award, Tender Coordination Committee users must be able to create and publish the Contract Award Notice.		Mandatory	Contract award

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3.2.1.vi e-Contract Management

No.	Requirement	Additional description	Priority	Submodule
1	MDA Users must be able to create a Contract workspace.	Contract workspace must capture contract details, supplier information, etc.	Mandatory	Contract workspace management
2	MDA Users must be able to assign roles to users in the context of the Contract workspace (e.g. manager, reviewer/approver, contributor, etc.).		Mandatory	Contract workspace management
3	MDA Users must be able to view/modify the Contract workspace details throughout the duration of execution of Contract.		Mandatory	Contract workspace management
4	MDA Users must be able to export information about contracts they are involved with.		Mandatory	Contract workspace management
5	MDA Users must be able to upload and share with a Contractors/Supplier a contract file.		Mandatory	Contract negotiations, amendments, renewals
6	Contractors/Supplier Users must be able to download a contract file and upload a counter-proposal.		Mandatory	Contract negotiations, amendments, renewals
7	MDA Users and Contractors/Supplier Users must be able to "accept" a contract file.		Mandatory	Contract negotiations, amendments, renewals
8	In case of an amendment/renewal, MDA Users must be forced to update accordingly the Contract workspace details (i.e. dates, counter-parties, etc.).		Mandatory	Contract negotiations, amendments, renewals

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No.	Requirement	Additional description	Priority	Submodule
9	MDA Users must be able to view the deliverables of a Contract workspace.		Mandatory	Deliverables
10	MDA Users must be able to create a deliverable in a Contract workspace.		Mandatory	Deliverables
11	MDA Users must be able to modify the details of a deliverable.		Mandatory	Deliverables
12	System could support "approval" workflows for the approval of deliverables by MDA Users.		Desirable	Deliverables
13	System could support advanced features for document management (e.g. versioning, check in/out, etc.).		Desirable	Deliverables
14	MDA Users must be able to view the actions of a Contract workspace.		Mandatory	Actions
15	MDA Users must be able to create an action in a Contract workspace.		Mandatory	Actions
16	MDA Users must be able to modify the details of an action (e.g. status).		Mandatory	Actions
17	MDA Users could be able to link actions to deliverables.		Desirable	Actions
18	MDA Users must be able to export the list of actions.		Mandatory	Actions
19	MDA Users must be able to view the Key Performance Indicators (8050) of a Contract workspace.		Mandatory	KPIs
20	MDA Users must be able to create a new KPI.	Each KPI is a quantitative definition for monitoring the proper progress of a project (e.g. actual submission date	Mandatory	KPIs

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No.	Requirement	Additional description	Priority	Submodule
		versus planned submission date, percentage of rejected deliverables compared to a threshold value, etc.).		
21	MDA Users must be able to modify a KPI.		Mandatory	KPIs
22	MDA Users could be able to link a KPI with (a group of) deliverables.		Desirable	KPIs
23	MDA Users must be able to create a payment schedule, whereby each payment can be associated with a (group of) deliverables.	If the e-Procurement system operates within the context of an IFMIS, interaction with the FMIS "Commitment of Funds" module should be supported for registering the new financial commitments.	Mandatory	Financials
24	MDA users must be able to upload scanned copies of bank securities for the project (e.g. performance security, advanced payment security, etc.).		Mandatory	Financials
25	MDA users could provide credentials for the automated fetching of the bank securities (e.g. performance security, advanced payment security, etc.) from the respective bank ICT system.	Automated fetching of bank securities requires integration points with banks which can be very challenging considering overseas Contractors/Suppliers/Banks, hence such requirement can be considered for advanced	Desirable	Financials

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No.	Requirement	Additional description	Priority	Submodule
		e-Procurement implementations.		
26	Purchase Order Manager users must be able to create Invoices.	An "invoice" within an e-Procurement system may involve either the automated creation of invoice details through the integration with Contractors/Supplier systems (abiding to a common standard) or a register of an already issued, paper-based invoice. In case full automation is sought, abidance to standards such as UBL should be scoped for implementation.	Mandatory	Financials
27	Contractors/Supplier Users must be able to search for Purchase Orders they are associated with.	Typical search parameters include: PO ID, MDA, Contractors/Supplier, Contract reference number, date.	Mandatory	Financials
28	Administrator Users must be able to search for Invoices.	Typical search parameters include: Invoice ID, PO ID, MDA, Contractors/Supplier, Contract reference number, date.	Mandatory	Financials

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No.	Requirement	Additional description	Priority	Submodule
29	MDA Users must be able to search for Invoices they are associated with.	Typical search parameters include: Invoice ID, PO ID, MDA, Contractors/Supplier, Contract reference number, date.	Mandatory	Financials
30	Contractors/Supplier Users must be able to search for Invoices they are associated with.	Typical search parameters include: Invoice ID, PO ID, MDA, Contractors/Supplier, Contract reference number, date.	Mandatory	Financials
31	MDA Users must be able to search for Purchase Orders they are associated with.	Typical search parameters include: PO ID, MDA, Contractors/Supplier, Contract reference number, date.	Mandatory	Financials
32	Administrator Users must be able to search for Purchase Orders.	Typical search parameters include: PO ID, MDA, Contractors/Supplier, Contract reference number, date.	Mandatory	Financials
33	Once a contract has been awarded, the system must automatically create a corresponding Contract workspace.	Competition details, contract details, supplier information, etc. should be automatically imported into the contract workspace information.	Mandatory	Contract workspace management
34	All proceedings of a Negotiation must be recorded and labelled under Negotiation tag and should be able to be tracked from audit trail.		Mandatory	Contract workspace management

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No.	Requirement	Additional description	Priority	Submodule
35	System must facilitate seamless exchange of data from e-tendering module including data on contract terms and conditions, milestones/deliverables, payment conditions, repeat orders, delay clauses, etc. to the Contract Management module.		Mandatory	Contract workspace management
36	System must send the Contract document thus prepared to the vendor for signing along with instructions on signing of the Contract and submission of Security Deposit / Performance Guarantee through email and Portal Message Inbox.		Mandatory	Contract workspace management
37	System must allow integration with approved payment gateways provided by third parties for the purpose of settlement		Mandatory	Financials
38	System must allow tracking of delivery of goods / services by comparing delivery receipts with milestones mentioned in the contract		Mandatory	Contract Monitoring
39	System must enable tracking a Contract through various stages- Active, close, terminated		Mandatory	Contract Monitoring

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No.	Requirement	Additional description	Priority	Submodule
40	Purchase Order Manager users must be able to approve the payment of an Invoice.	A "payment" within an e-Procurement system may involve either the dispatch of a remittance advice for the electronic transfer of funds through integration with a Banking system or a register of an already performed payment through means outside the scope of the System. In case full automation is sought, abidance to standards such as UBL should be scoped for implementation. If the e-Procurement system operates within the context of an IFMIS, electronic payments should be authorized by the interconnection of the system with the equivalent "payments" modules of the IFMIS implementation.	Mandatory	Financials

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3.2.1.vii e-Auction/Reverse Auction

No.	Requirement	Additional description	Priority	Submodule
1	MDA users must have the option to create an e-Reverse Auction workspace.		Mandatory	e-Auction event room setup and invitations
2	MDA users must have the option to configure the parameters of a round-based e-Reverse Auction.	Setup parameters include number of rounds, round duration, and the interval between rounds.	Mandatory	e-Auction event room setup and invitations
3	MDA users must have the option to configure the parameters of a time-based e-Reverse Auction.	Setup parameters include duration, number of automated extensions in case a bid is received at the closing minutes of the auction, and extension period.	Mandatory	e-Auction event room setup and invitations
4	MDA users could have the option to set up visibility parameters (e.g. previous bid, all previous bids, next possible bid, relative ranking, etc.).	Visibility parameters define the data that will be made available to Contractors/Supplier users, including previous bid, minimum next possible bid, relative ranking, best bid.	Desirable	e-Auction event room setup and invitations
5	MDA users must have the option to define the minimum "step" for financial elements (i.e. minimum difference of a valid, new Bid in relation to the best-placed Bid).		Mandatory	e-Auction event room setup and invitations
6	Apart from financial elements, MDA users could define quantitative technical elements as subjects for the auction.		Desirable	e-Auction event room setup and invitations
7	MDA users must have the option to provide instructions for the e-Reverse Auction event.		Mandatory	e-Auction event room setup and invitations
8	MDA users must be able to schedule the e-Reverse Auction event and invite Contractors/Suppliers.	The e-Reverse Auction event could be re-scheduled.	Mandatory	e-Auction event room setup and invitations
9	MDA users must be able to cancel an e-Reverse Auction event.		Mandatory	e-Auction event room setup and invitations

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No.	Requirement	Additional description	Priority	Submodule
10	System must control the period during which Contractors/Supplier users are permitted to submit Bids.		Mandatory	e-Auction event execution and closure
11	System must immediately validate submitted Bids upon submission and inform in a real-time manner the Contractors/Supplier user in case a Bid is invalid.		Mandatory	e-Auction event execution and closure
12	System must immediately evaluate a new, valid Bid and calculate automatically the new ranking of received Bids.		Mandatory	e-Auction event execution and closure
13	System must constantly keep participating Contractors/Suppliers informed of the proceedings (round, time, best price, relative ranking, etc.) as per the pre-configured visibility parameters.		Mandatory	e-Auction event execution and closure
14	Contractors/Supplier users could be allowed to enter the e-Reverse Auction workspace only if they have explicitly accepted the e-Auction invitation.		Desirable	e-Auction event execution and closure
15	Contractors/Supplier users must be able to submit a Bid.		Mandatory	e-Auction event execution and closure
16	System must provide facilities for MDA users to exchange messages with the Contractors/Supplier users in a real-time manner to promptly and transparently address any concerns.		Mandatory	e-Auction event execution and closure
17	If the Tender workspace is split into Lots, the system must mandate the creation of an e-Reverse Auction workspace for each Lot.		Mandatory	e-Auction event room setup and invitations

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No.	Requirement	Additional description	Priority	Submodule
18	Systems could also allow users to be created and assigned different roles including auction administrator, contracting authority, approver, bidders etc.		Desirable	e-Auction event room setup and invitations
19	System could have capability to configure and conduct concurrent auctions		Desirable	e-Auction event room setup and invitations
20	System could also be able to provide the audit trail for individual auctions along with the bidding history		Desirable	e-Auction event execution and closure
21	The system could provide time-stamping facility for each audit log		Desirable	e-Auction event execution and closure
22	System must disallow divulging the identity of the participating bidders on the system		Mandatory	e-Auction event room setup and invitations
23	System must facilitate configuration of following key parameters for e-auctions: <ul style="list-style-type: none"> • Mandatory bidding fields • Mathematical formula for automatic evaluation of bids • Deadline extension pre-requisites Communication methods with suppliers during bidding phase		Mandatory	e-Auction event room setup and invitations
24	System must support upload and display of images, multi-media content, URL, documents, and spread sheets attachment with each auction item		Mandatory	e-Auction event execution and closure
25	The system must facilitate usage of digital signature to encrypt the bid at the time of submission. This encrypted bid shall be opened (by the contracting authority's		Mandatory	e-Auction event execution and closure

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No.	Requirement	Additional description	Priority	Submodule
	digital signature) once the live auction ends and a lowest live bidder is decided			
26	<p>System must facilitate configurable parameters for an e-Auction covering the following areas:</p> <ul style="list-style-type: none"> • Electronic forms for bidding • Auction schedule • Rules for deadline extension (if applicable) • Ranking information provided to suppliers • Minimum and maximum decrements/increments for a bid • Minimum and maximum values for each bidding field of the electronic forms • Item name and quantity • Upset Price- auction begins with this price • Reserve Price- this price should be met for the auction to have any result • Bid Decrement/Increment- minimum amount by which each succeeding bid of a bidder should be lower or higher • Bid limit for each bidder (in case of auto-bidding) • Auction period or end time • Automatic extension time window- auction time extends automatically if 		Mandatory	e-Auction event execution and closure

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No.	Requirement	Additional description	Priority	Submodule
	<p>last submitted bid falls within this time window</p> <ul style="list-style-type: none"> • Selection of bidders on the basis of certain pre-qualification criteria • Defining several categories, sub-categories and attributes for an item • Permitting auto-approval of auction results • Editing/Re-configuration of auction data by the Auction Administrator or departmental administrator (via the appropriate workflow) at any time before the start of the auction 			
27	MDA Users must have the option to define various Auction types (e.g. Dynamic Sealed Bid, English Auctions, Dutch Auctions, etc.) and Auction Rules (e.g. Lowest/Highest Bid Wins, Highest/Lowest Quantity Wins, etc.)		Mandatory	e-Auction event room setup and invitations
28	System must conclude the e-Reverse Auction proceedings once completion criteria are met.		Mandatory	e-Auction event execution and closure

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3.2.1.viii Grievance Redressal System

No.	Requirement	Additional description	Priority	Submodule
1	System must provide an Online Grievance Redressal mechanism for receipt of grievance applications with respect to various processes, allocation of grievances to the designated personnel identified by Department / organization, processing of grievances and monitoring of grievance redressal mechanism.		Mandatory	Receipt of Grievance
2	Grievance redressal mechanism must be categorized into mechanism for public and for Registered Users. Submission of grievances by public shall be through the Portal while submission of grievances by Registered Users shall be made from their respective User Workspace.		Mandatory	Enforcement
3	System must have feature on Grievance Status Tracking		Mandatory	Bid Opening
4	System must have feature to generate alerts (email & sms) to all the relevant stakeholders from departments & bidders on the lodged grievances		Mandatory	Bid Opening

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Schedule 3.3: Non-Functional

3.3.1 Availability, Auditability, Extendibility, portability, Reliability, Usability, Performance, Scalability & Interoperability

No.	Requirement	Additional description	Priority	Submodule
1	System architecture must be designed in a manner that will ensure no single point-of-failure.	- Redundancy of critical Hardware equipment should be ensured- Software design must ensure the appropriate use of the high-availability Hardware equipment (e.g. Clusterability of servers, fail-over support).	Mandatory	Availability
2	System architecture could make provisions for inter-connectivity with a Disaster Recovery site.		Desirable	Availability
3	Suppliers are REQUIRED to give an indication of the scalability of the system at the required sites with reference to the number of connected users.		Mandatory	Scalability
4	There must be an agreed minimum availability threshold, defined in the Service Level Agreement (SLA) between the service provider and public body responsible for the e-Procurement service delivery. This threshold must be met.	Availability is calculated using the following formula:(Total Time of given period - Unplanned downtime) / Total Time of operation for given period	Mandatory	Availability
5	For critical system events (e.g. tender bid submission, auction bid submission, etc.), System must support methods by which the sender of data can be provided with proof of delivery.		Mandatory	Auditability

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No.	Requirement	Additional description	Priority	Submodule
6	System must be able to audit all important system and user actions.	System should ensure that all actions performed on received/stored data are recorded, keeping track of actors, date/time, input/output data and any other information necessary to allow specialized personnel to monitor and fully reconstruct a transaction.	Mandatory	Auditability
7	System must be built in a modular approach that will allow the addition of new functional modules without impacting the overall system functionality.		Mandatory	Extendibility
8	System must be based in an architecture that will allow the addition of extra HW resources to enhance the systems capabilities (e.g. performance, storage, bandwidth, etc.).		Mandatory	Extendibility
9	System must be designed in a manner that will not be coupled to any hardware specific technologies.		Mandatory	Portability
10	System must be designed in a manner that will not be coupled to any proprietary software for its deployment and operation.		Mandatory	Portability
11	System must be possible to be deployed on different HW and SW infrastructures.		Mandatory	Portability
12	System must ensure the integrity of the transmitted data.		Mandatory	Reliability

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No.	Requirement	Additional description	Priority	Submodule
13	System must abide to the latest standards for Graphical User Interface design.		Mandatory	Usability
14	System must be accessible over the web through the use of any available web-browser.	System should at a minimum support all versions of the most widely-used web-browsers that the relevant vendors continue to support.	Mandatory	Usability
15	System could be able to operate and its content to be possible to be made available in different languages.		Desirable	Usability
16	System must be able to cope with the expected load and traffic.		Mandatory	Performance
17	System's architecture must be able to cover an annual increase of at least an agreed percentage on the load and traffic without degradation of its performance.		Mandatory	Performance
18	System response times (in a LAN environment) must not exceed the agreed number of seconds for responding to user requests. Agreed number of seconds should be split per type of functionality such as simple queries, complex queries, reports, etc.		Mandatory	Performance
19	System must follow state-of-the-art interoperability standards so that its integration or communication with external systems can be achieved.	Such integration points include but are not limited to: - Quotation requests / responses- Purchase orders- Invoices- Payments- Authentication and Single Sign On services- National	Mandatory	Interoperability

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No.	Requirement	Additional description	Priority	Submodule
		Service Provider Registry system etc.		

3.3.2 Searching

No.	Requirement	Additional description	Priority	Submodule
1.	Authenticated Users could be able to configure the number of results per page.		Desirable	Configuration
2.	System could allow Authenticated Users to save their favorite searches.		Desirable	Configuration
3.	System must allow Users to export search results in commonly-used file formats (e.g. CSV, spreadsheet).	Operation could limit the number of search results that can be exported.	Mandatory	Configuration
4.	Administrator Users must be able to search for Organizations.	Typical search parameters include: name, address.	Mandatory	Organizations
5.	MDAs/PPA Users must be able to search for Organizations.	Typical search parameters include: name, address, CPV, geographical coverage, national/international vendor, preferred Service Provider status.	Mandatory	Organizations
6.	Contractor/Service Provider Users must be able to search for MDAs/PPAs.	Contractor/Service Provider users should not be allowed to search/view the profile of other Contractor/Service Providers. Typical search parameters include: name, address.	Mandatory	Organizations
7.	Non-authenticated users must be able to search for MDAs/PPAs.	Typical search parameters include: name, address.	Mandatory	Organizations
8.	Administrator Users must be able to search for Users.	Typical search parameters include: name, username, email, organization.	Mandatory	Users

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No.	Requirement	Additional description	Priority	Submodule
9.	MDAs/PPA Users must be able to search for Users.	There could be controls for MDAs/PPA users to be able to search/view only designated "contact point" users of other organizations rather than the full set of users. Typical search parameters include: name, username, email, organization.	Mandatory	Users
10.	Contractor/Service Provider Users must be able to search for Users of their Contractor/Service Provider as well as MDAs/PPA Users.	There must be controls for Contractor/Service Provider users to be able to search/view only designated "contact point" users of MDAs/PPA rather than the full set of users. Typical search parameters include: name, username, email, organization.	Mandatory	Users
11.	It must be impossible for non-authenticated users to search/view user profiles.		Mandatory	Users
12.	Administrator Users must be able to search for Tenders.	Typical search parameters include: name, Tender reference number, UNSPSC/CPV, MDAs/PPA, procedure, status.	Mandatory	Tenders
13.	MDAs/PPA Users must be able to search for draft/restricted Tenders they are associated with.	I.e. the users that are in the TCC, BOC or BEC committees. Typical search parameters include: name, Tender reference number, UNSPSC/CPV, MDAs/PPA, procedure, status.	Mandatory	Tenders
14.	MDAs/PPA Users must be able to search for published Tenders.	Typical search parameters include: name, Tender reference number, UNSPSC/CPV, MDAs/PPA, procedure, status.	Mandatory	Tenders

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No.	Requirement	Additional description	Priority	Submodule
15.	Contractor/Service Provider User must be able to search for published Tenders.	Typical search parameters include: name, Tender reference number, UNSPSC/CPV, MDAs/PPA, procedure, status.	Mandatory	Tenders
16.	Contractor/Service Provider Users must be able to search for restricted Tenders they are associated with.	Typical search parameters include: name, Tender reference number, UNSPSC/CPV, MDAs/PPA, procedure, status.	Mandatory	Tenders
17.	Non-authenticated users must be able to search for published Tenders.	Typical search parameters include: name, Tender reference number, UNSPSC/CPV, MDAs/PPA, procedure, status.	Mandatory	Tenders
18.	All types of users must be able to search/view published Notices.	Typical search parameters include: Notice type, MDAs/PPA, publication date, UNSPSC/CPV.	Mandatory	Tenders

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3.3.3 Business Intelligence Reporting and Dashboard

No.	Requirement	Additional description	Priority	Submodule
1	System must provide an open data module which must expose structured open data on each contracting process, from e-procurement plan through to contract management, according to the latest version of the OCDS (http://standard.open-contracting.org)	The Open Contracting Data Standard (OCDS) is an open standard for sharing structured information on all stages of the contracting process. OCDS helpdesk can support the implementations, including architectural approaches for integration of OCDS with the system, and to identify existing tools, resources and practices that could facilitate OCDS publication from the system.	Mandatory	Open Contracting Data Standard
2	System must assign a unique identifier (an Open Contracting ID) to each procurement process to link each stage of the process, from e-procurement plan to contract management, and facilitate publication of OCDS data.		Mandatory	Open Contracting Data Standard
3	The open data component must generate an OCDS release for each update to a procurement process and each OCDS release should be made persistently available at a unique public URL in JSON format, without requiring authentication.		Mandatory	Open Contracting Data Standard
4	The open data component must maintain an OCDS record for each procurement process, providing a complete history of the process, each OCDS record should be made persistently available at a unique public URL (JSON format), without requiring authentication		Mandatory	Open Contracting Data Standard

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No.	Requirement	Additional description	Priority	Submodule
5	The open data component must make available bulk downloads of OCDS data in both structured JSON format and flattened formats (e.g. csv, xlsx etc.) as open data.		Mandatory	Open Contracting Data Standard
6	OCDS data exposed or published via the open data component must be made available as open data under an appropriate license to prevent restrictions on re-use.		Mandatory	Open Contracting Data Standard

3.3.4 Open Contracting and Open Contracting Data Standard

REF	DESCRIPTION OF REQUIREMENT		
OCDS	OPEN CONTRACTING AND OPEN CONTRACTING DATA STANDARD		
OCDS 1	The Purchaser retains all rights to publish or distribute the data and documents captured by the e-GP system under an Open Database Licence, or equivalent, to be granted by the Bidder. This licence must also cover publication to third party open contracting portals and prevent any restrictions on the free use of any data or documents published by the Purchaser.		
OCDS 2	The e-GP system must capture structured procurement data described in OCDS 2.1 to 2.6 and publish it in a machine-readable format specified in the latest version of OCDS covering Parties, Planning, Tender, Award, Contract and Implementation.		
OCDS 2.1	<p><u>A. Parties</u></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">OC Stage</td> <td style="width: 300px; height: 20px;"></td> </tr> </table>	OC Stage	
OC Stage			

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REF	DESCRIPTION OF REQUIREMENT															
	<table border="1"> <tr> <td data-bbox="714 260 927 584" rowspan="4">Planning, Tender, Award, Contract and Implementatio n</td> <td data-bbox="927 260 1686 336">Procuring entity and buyer (name)</td> </tr> <tr> <td data-bbox="927 336 1686 413">Procuring entity and buyer (organization identifier)</td> </tr> <tr> <td data-bbox="927 413 1686 489">Procuring entity and buyer (address)</td> </tr> <tr> <td data-bbox="927 489 1686 584">Procuring entity and buyer (contact point)</td> </tr> <tr> <td data-bbox="714 584 927 890" rowspan="4">Award</td> <td data-bbox="927 584 1686 660">Bidder names</td> </tr> <tr> <td data-bbox="927 660 1686 737">Bidder organization identifiers</td> </tr> <tr> <td data-bbox="927 737 1686 813">Bidder addresses</td> </tr> <tr> <td data-bbox="927 813 1686 890">Bidder contact points</td> </tr> <tr> <td data-bbox="714 890 927 1197" rowspan="4">Award</td> <td data-bbox="927 890 1686 967">Supplier names</td> </tr> <tr> <td data-bbox="927 967 1686 1043">Supplier organization identifiers</td> </tr> <tr> <td data-bbox="927 1043 1686 1120">Supplier addresses</td> </tr> <tr> <td data-bbox="927 1120 1686 1197">Supplier contact points</td> </tr> </table>	Planning, Tender, Award, Contract and Implementatio n	Procuring entity and buyer (name)	Procuring entity and buyer (organization identifier)	Procuring entity and buyer (address)	Procuring entity and buyer (contact point)	Award	Bidder names	Bidder organization identifiers	Bidder addresses	Bidder contact points	Award	Supplier names	Supplier organization identifiers	Supplier addresses	Supplier contact points
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	Procuring entity and buyer (contact point)															
Award	Bidder names															
	Bidder organization identifiers															
	Bidder addresses															
	Bidder contact points															
Award	Supplier names															
	Supplier organization identifiers															
	Supplier addresses															
	Supplier contact points															
OCDS 2.2	<p><u>B. Planning phase:</u></p> <div data-bbox="817 1289 1585 1369" style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> Open Contracting ID (OC ID) </div>															

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REF	DESCRIPTION OF REQUIREMENT														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Contracting process identifier</td></tr> <tr><td>Procurement rationale</td></tr> <tr><td>List of milestones in the planning stage</td></tr> <tr><td>Budget reserved for the contracting process</td></tr> <tr><td>Project the contracting process forms part of</td></tr> <tr><td>Link to further information on the budget for the contracting process</td></tr> <tr><td>Documents relating to the planning process</td></tr> <tr><td>Tender identifier</td></tr> <tr><td>Description of the tender</td></tr> <tr><td>Status of the tender</td></tr> <tr><td>Items to be procured</td></tr> <tr><td>Classifications for the items to be procured</td></tr> <tr><td>Estimated tender value</td></tr> <tr><td>Procurement method</td></tr> </table>	Contracting process identifier	Procurement rationale	List of milestones in the planning stage	Budget reserved for the contracting process	Project the contracting process forms part of	Link to further information on the budget for the contracting process	Documents relating to the planning process	Tender identifier	Description of the tender	Status of the tender	Items to be procured	Classifications for the items to be procured	Estimated tender value	Procurement method
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OCDS 2.3	<p><u>B. Tender phase:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Open Contracting ID (OC ID)</td></tr> <tr><td>Contracting process identifier</td></tr> </table>	Open Contracting ID (OC ID)	Contracting process identifier									
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Estimated contract period									
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OCDS 2.4	<p><u>C. Awards phase:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Open Contracting ID (OC ID)</td></tr> <tr><td>Contracting process identifier</td></tr> <tr><td>Bidder identifiers and bid prices for winning bidder/s & losing bidders.</td></tr> <tr><td>Award identifier</td></tr> <tr><td>Description of award</td></tr> <tr><td>Award status</td></tr> <tr><td>Award date</td></tr> <tr><td>Award value</td></tr> </table>	Open Contracting ID (OC ID)	Contracting process identifier	Bidder identifiers and bid prices for winning bidder/s & losing bidders.	Award identifier	Description of award	Award status	Award date	Award value
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Award value									

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REF	DESCRIPTION OF REQUIREMENT									
	<table border="1"> <tr> <td data-bbox="819 260 1583 336">Items awarded</td> </tr> <tr> <td data-bbox="819 336 1583 413">Classifications for the items awarded</td> </tr> <tr> <td data-bbox="819 413 1583 489">Period of the contract</td> </tr> <tr> <td data-bbox="819 489 1583 566">Documents and attachments related to the award</td> </tr> <tr> <td data-bbox="819 566 1583 643">Amendments to the award of the contract</td> </tr> </table>	Items awarded	Classifications for the items awarded	Period of the contract	Documents and attachments related to the award	Amendments to the award of the contract				
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Classifications for the items awarded										
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Documents and attachments related to the award										
Amendments to the award of the contract										
<p>OCDS 2.5</p>	<p><u>D. Contracts phase:</u></p> <table border="1"> <tr> <td data-bbox="819 735 1583 812">Open Contracting ID (OC ID)</td> </tr> <tr> <td data-bbox="819 812 1583 888">Contracting process identifier</td> </tr> <tr> <td data-bbox="819 888 1583 965">Contract identifier</td> </tr> <tr> <td data-bbox="819 965 1583 1042">Identifier for the award which resulted in the contract</td> </tr> <tr> <td data-bbox="819 1042 1583 1118">Description of contract</td> </tr> <tr> <td data-bbox="819 1118 1583 1195">Contract status</td> </tr> <tr> <td data-bbox="819 1195 1583 1272">Contract period</td> </tr> <tr> <td data-bbox="819 1272 1583 1348">Contract value</td> </tr> <tr> <td data-bbox="819 1348 1583 1425">Contracted items</td> </tr> </table>	Open Contracting ID (OC ID)	Contracting process identifier	Contract identifier	Identifier for the award which resulted in the contract	Description of contract	Contract status	Contract period	Contract value	Contracted items
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 5px;">Classifications for the items in the contract</td></tr> <tr><td style="padding: 5px;">Date the contract was signed</td></tr> <tr><td style="padding: 5px;">List of other key milestones for the contract</td></tr> <tr><td style="padding: 5px;">Documents and attachments related to the contract</td></tr> <tr><td style="padding: 5px;">List of key milestones for contract implementation</td></tr> </table>	Classifications for the items in the contract	Date the contract was signed	List of other key milestones for the contract	Documents and attachments related to the contract	List of key milestones for contract implementation		
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Documents and attachments related to the contract								
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<p>OCDS 2.6</p>	<p><u>E. Implementation phase</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 5px;">Open Contracting ID (OC ID)</td></tr> <tr><td style="padding: 5px;">Contracting process identifier</td></tr> <tr><td style="padding: 5px;">Date and value of spending transactions against the contract</td></tr> <tr><td style="padding: 5px;">Payer and payee for spending transactions against the contract</td></tr> <tr><td style="padding: 5px;">Links to further information on spending transactions against the contract</td></tr> <tr><td style="padding: 5px;">List of key milestones for contract implementation</td></tr> <tr><td style="padding: 5px;">Status of contract implementation milestones</td></tr> </table>	Open Contracting ID (OC ID)	Contracting process identifier	Date and value of spending transactions against the contract	Payer and payee for spending transactions against the contract	Links to further information on spending transactions against the contract	List of key milestones for contract implementation	Status of contract implementation milestones
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REF	DESCRIPTION OF REQUIREMENT					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Documents and reports that are part of the implementation phase</td> </tr> <tr> <td style="padding: 5px;">Rationale for amendments to the contract</td> </tr> <tr> <td style="padding: 5px;">Amendments to the contract period</td> </tr> <tr> <td style="padding: 5px;">Amendments to the contract value</td> </tr> <tr> <td style="padding: 5px;">Amendments to contract items or terms</td> </tr> </table>	Documents and reports that are part of the implementation phase	Rationale for amendments to the contract	Amendments to the contract period	Amendments to the contract value	Amendments to contract items or terms
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Rationale for amendments to the contract						
Amendments to the contract period						
Amendments to the contract value						
Amendments to contract items or terms						
OCDS 3	<p>The e-GP system must be able to accommodate changes to the OCDS schema and future versions of OCDS over the lifetime of the use of the e-GP system.</p> <p>The bidder should provide the option to upgrade the e-GP system to the latest approved version of OCDS within 12 months of an upgrade being published.</p>					
OCDS 4	<p>The e-GP system must publish any documents associated with contracting processes at persistent URLs, referenced in the OCDS data.</p> <p>As a minimum the following documents should be published:</p> <ol style="list-style-type: none"> a. Procurement plan b. Procurement notice c. Tender document and any clarifications or corrigendums d. Contract award notice e. Contract 					

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REF	DESCRIPTION OF REQUIREMENT
	<ul style="list-style-type: none"> f. Contract amendments g. Contract cancellations h. Contract completion report <p>The OCDS describes the documents and documentation recommended for disclosure at each stage of the contracting process http://standard.open-contracting.org/latest/en/implementation/levels/#publication-levels-documents</p>
OCDS 5	The e-GP system should make available bulk downloads of OCDS data in structured JSON format and may also make it available in flattened formats (e.g. CSV, Excel, etc.), enabling users to work with data directly in spreadsheet software or other tools.
OCDS 6	The e-GP system must provide a URI at which each release or record can be obtained. The e-GP system must provide URLs at which OCDS data can be obtained, according to a publication pattern described by OCDS documentation
OCDS 7	<p>The e-GP system must provide API access in a format acceptable to the Purchaser, enabling interactive access to the data in OCDS Ref 2.1 to 2.6, which should include as a minimum the display of the total number of records and search with filter functionality for the following:</p> <ul style="list-style-type: none"> a. OCDS ID; b. Procuring Entity; c. Supplier; d. Value range; e. Commodity Classification; f. Stage of procurement according to OCDS i.e. Planning, Initiation (Tender), Award, Contract or Implementation; g. Method of procurement.

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REF	DESCRIPTION OF REQUIREMENT
OCDS 8	JSON serializations of OCDS data MUST follow the I-JSON (Internet JSON) specification https://tools.ietf.org/html/rfc7493 from RFC7493 which requires UTF-8 encoding https://en.wikipedia.org/wiki/UTF-8
OCDS 9	The e-GP system must assign a unique identifier, an Open Contracting ID (OC ID), to each procurement process to link each stage of the process, from planning to contract management, and facilitate the publication of OCDS data.
OCDS 10	Whenever the e-GP system updates the public information about a procurement process (for example, whenever it creates or updates a public notice), it must generate a corresponding OCDS release.

3.3.5 Open Contracting Data Portal

REF	DESCRIPTION OF REQUIREMENT
OCDP 1	<p>The Open Contracting Data Portal shall:</p> <ul style="list-style-type: none"> a. Expose structured open data on each contracting process, from procurement plan through to contract management (according to the latest version of the OCDS); b. Make available to view and download documents, reports and API required in OCDS 2,4,5 & 7.
OCDP 2	<p>It should provide visualization of data using graphical tools based on best practices on Open Contracting implemented in other countries. For examples, please see;</p> <p>https://www.open-contracting.org/resources/open-contracting-tools-directory/</p>

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REF	DESCRIPTION OF REQUIREMENT
OCDP 3	<p>All published data should include:</p> <ul style="list-style-type: none"> a. Open Contracting ID (OC ID) b. Contracting process identifier; c. Buyer name; d. Buyer organization identifier; e. Buyer address; f. Buyer contact point;
OCDP 4	<p>A search facility is required as well as the capability for a user to filter and select and view or download records as a minimum by:</p> <ul style="list-style-type: none"> a. OCDS ID; b. Procuring Entity; c. Supplier; d. Value range; e. Commodity Classification; f. Stage of procurement according to OCDS i.e. Planning, Initiation (Tender), Award, Contract or Implementation; g. Method of procurement. <p>Search tools should include simple, advanced search and fuzzy logic search.</p>
OCDP 5	<p>The Open Contracting Data Portal must, as a minimum, publish the following Open Contracting and procurement performance reports:</p> <ul style="list-style-type: none"> 4.1 Average number of bidding document purchases and number of bid submissions; 5.1 Average number of bids per tender; 6.1 Number and percentage of open tendering/total number of tenders; 7.1 Time between notification of contract award and contract signature; 8.1 Number of amendments or extensions to contract duration (per project per contract);

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REF	DESCRIPTION OF REQUIREMENT
	<p>9.1 Number of days taken to complete a procurement process (per project);</p> <p>10.1 Award statistics for a firm;</p> <p>11.1 Award statistics by entity;</p> <p>12.1 Award statistics by amount;</p> <p>13.1 Ranking by supplier country (by top-level commodity classification, by project);</p> <p>14.1 Ranking by winning bidders/suppliers (by top-level commodity classification by project);</p> <p>15.1 Awards by geographic region;</p> <p>16.1 Locations e.g. city, town or village of all suppliers (by contract value and number of contracts);</p> <p>17.1 Locations of suppliers for particular municipalities, in other words, whether most of the contracts are awarded to companies in their locality, which may be of interest in terms of local business development;</p>

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Schedule 3.4: Technical

This schedule provides proposed information about the IT landscape, databases, data management, hardware, network, infrastructure and data security. Application landscape, Physical landscape, architecture landscape, risk management, information security are the focus areas under the technical scope.

3.4.1 Security Controls

No.	Requirement	Priority
1.	All sensitive data stored in the various components of the system must be encrypted before stored.	Mandatory
2.	System must support appropriate security controls, including user roles with pre-defined access rights which control the data and functionality each user has access to.	Mandatory
3.	For all sensitive communications with clients, communication protocols with encryption (e.g. HTTPS) must be used.	Mandatory
4.	System must provide anti-virus protection.	Mandatory
5.	System must be protected against known security threats (e.g. SQL injection, DoS, DDoS, buffer overflows, XSS, etc.).	Mandatory
6.	System must be able to guarantee that its data is not disclosed to unauthorized persons or processes.	Mandatory
7.	Capture tender response information including vendor user name, response date and time and IP address from which the bid is uploaded.	Mandatory
8.	Facilitate 2-factor authentication for both; Users and Buyers - first factor being Password and second factor being DSC (Token-based / e-Sign / HSM-based). For Procuring Entities, following second factor authentication may be used: <ul style="list-style-type: none">All phases: DSC (Token-based / e-Sign / HSM-based)	Mandatory

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No.	Requirement	Priority
	<p>For Vendors / sellers, following second factor authentication may be used:</p> <ul style="list-style-type: none"> • All phases: DSC (Token-based / e-Sign / HSM-based) 	
9.	Disallow a bidder to submit bids or edit bids already submitted, after expiry of the bid submission date and time.	Mandatory
10.	Protect submitted bids from being viewed by anyone before the prescribed bid opening date & time.	Mandatory
11.	For administrator - the system must provide two layers of the access control (for delegated functions and super administrator functions) over the creation/modification of user profiles.	Mandatory
12.	For the first login by a user, the system must prompt the user to change his password.	Mandatory
13.	When a user logs-in, the system must show him the data & time of the last login.	Mandatory
14.	The system must not allow multiple login sessions to be maintained simultaneously i.e. it should not allow two users to login using the same username at the same time.	Mandatory
15.	The system must automatically log off in case the user's computer remains idle for more than a specified period of time (configurable) after logging on.	Mandatory
16.	The system must allow users to be registered after due diligence and their details held within the system; However only authenticated users to be permitted to submit e-tenders.	Mandatory
17.	System must facilitate updating the user profile details at any point of time after login and such updation should mandate usage of digital certificate (class III)	Mandatory
18.	The access and activity privileges of each User must be established with in a Security Profile which is personal to that User, such that:	Mandatory

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No.	Requirement	Priority
	<ul style="list-style-type: none"> • A system administrator should be only from within DIT or designated agency. • The system administrator must authorize a User to use specific functions; and • The system administrator may authorize a User to use Data. 	
19.	The systems must provide the ability to assign privileges and maintain a number of different standard default Security Profile that can be applied or modified to set up the initial personal Security Profiles for each User.	Mandatory
20.	The System must allow system administrators access to be restricted to configuration/data specific to a zone/office.	Mandatory
21.	The system must maintain a log of all activities/modifications carried out by an administrator.	Mandatory
22.	<p>System must ensure only authorized personnel have access rights to module and system logs.</p> <p>If a non-authenticated user attempts to directly access an application page, for instance by clicking on a URL embedded in an email communication:</p> <ul style="list-style-type: none"> • System redirects to the login page • User fills in the username and password • Upon validation of credentials system redirects to the original requested URL 	Mandatory
23.	An effective mechanism has to be developed to disallow uploading of virus infested files into the e-Proc system. The files uploaded into the system must not harm other data stored in the system. Real-time virus scanning of files however must not slow down the file upload. Further, the system must not reject by mistake a valid file as virus infected file. A suitable solution has to be defined & configured to protect data loaded into the system from virus infestation.	Mandatory

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No.	Requirement	Priority
24.	Provide an automated notification mechanism for informing the corresponding supplier / bidder that the submitted documentation is considered invalid due to the detection of viruses	Mandatory
25.	Perform an automatic virus check on submitted tender documents by departments & bidders	Mandatory
26.	Virus infected files must be automatically deleted from the system, or put to quarantine at a server location which is secure and guarantees that the virus cannot infect other areas of the system	Mandatory
27.	An automated notification must be sent to the corresponding supplier / bidder to inform about the virus infected document	Mandatory
28.	DSC (token-based / e-Sign / HSM based (including those with biometric authentication)) information of all users registered on the system must be maintained for the entire duration lifecycle of procurement.	Mandatory

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3.4.2 Authentication and Authorization

No.	Requirement	Priority	Submodule
1	Users must be able to authenticate themselves in the system (i.e. login).	Mandatory	Authentication
2	System could allow the authentication of users having their profiles in an external user registry system.	Desirable	Authentication
3	System could support user authentication through Single Sign-On (SSO) services.	Desirable	Authentication
4	System must automatically logout authenticated users if they remain inactive for a pre-specified period (i.e. session timeout).	Mandatory	Authentication
5	Non-authenticated users must have access only to information that is publicly available.	Mandatory	Authentication
6	A "forgot password" mechanism must be made available to the users.	Mandatory	Authentication
7	Users must be locked out of the system after a specific number of failed login attempts.	Mandatory	Authentication
8	Re-activating a "locked" account must be possible to Administrator users.	Mandatory	Authentication
9	Users could be obliged to accept a User Agreement / Terms and Conditions text before obtaining access to the full system functionality.	Desirable	Authentication
10	System must be built following a role-based architecture.	Mandatory	Authorization
11	Authenticated users must have access to information and functionality according to their respective role.	Mandatory	Authorization
12	Authenticated users could have a personalized task-list to follow up.	Desirable	Authorization

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3.4.3 Hosting Requirements

Service providers must be able to provide standard hosting requirements as captured in Part E section 3.3.1, 3.4.1 and 3.4.2

Schedule 4: Schedule of Services

4.1 Service Catalogue

4.1.1 SaaS e-Procurement Solution Service Subscription Plan (Kaduna)

#	ACTIVITIES / MILESTONE	SERVICE SUBSCRIPTION SCHEDULE (MONTH)																																							
		Year 1												Year 2												Year 3															
		M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36				
1	e-Publishing / Notification																																								
2	e-Registration																																								
3	e-Procurement Plan																																								
4	e-Tendering																																								
5	e-Evaluation / e-Award																																								
6	Business Intelligence and Dashboard																																								

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4.2 Service Catalogue and Projected Volume

Below is a table of Service Catalogue, Projected Volume & Performance Metrics

Service	Business Criticality	Service Owner	Users	Service Hours	Service Targets	Support Hours	Projected Volume	Price
e-Registration								
Authentication	High			24 x 7 availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Authorization	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	500+	
Management	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
Registration	High			Business Hours	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
e-Procurement								
Grouping / Consolidation	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Process Management	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Publication	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
e-Tendering								
Creation/Submission of bids	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
Questions/Answers	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
Securities/guarantees	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	

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e-Evaluation/e-Awarding								
Bid Opening	High			Business Hours	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
Offline Bids	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
Bid Evaluation	High			Business Hours	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
Contract Award	High			Business Hours	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
Standstill period/Complaints	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
e-Contract Management								
Actions	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
Deliverables	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
KPIs	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
Financials	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
Contract Workspace Management	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
Contract Negotiations, Amendments and Renewals	High			Business Hours	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
e-Reverse Auctions								
e-Auction event room setup and invitations	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	

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e-Auction event execution and closure	High			Business Hours	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0-100	
e-Publishing / Notification								
Completion Publication	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Officer Association	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Preparation of bidding doc	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Tender Questionnaire	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Tender Workspace Creation and Workflow Setup	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Non-functional								
Availability	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Auditability	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Security	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Extendibility	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Interoperability	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Performance	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Reliability	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Usability	High			24 x 7	Availability	Mon - Fri 8am	0 - 100	

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				Availability	Target 99.0%	to 5pm.		
Portability	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Searching								
Tenders	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	500+	
Organizations	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Users	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Configuration	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	500+	
Business Intelligence Reporting and Dashboard								
Auditing	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Notification	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Reporting	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
WB Indicators	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	
Open Contracting Data Standard	High			24 x 7 Availability	Availability Target 99.0%	Mon - Fri 8am to 5pm.	0 - 100	

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4.2 Technical Support Services

The Service Provider MUST provide the following services under the Framework Agreement or, as appropriate under separate contracts (as specified in the bidding documents).

a. User support / hot line:

Coverage Period	<i>24 Hours</i>
Response Time	<i>60 minutes or less</i>
Problem - Resolution Performance Standards	<i>First Level Resolution Rate, First Contact Resolution Rate, Customer Satisfaction, Aggregate Service Desk Performance, Cost per Inbound Contact</i>
Modes of Service	

b. Technical Assistance:

Categories of Technical Staff	<i>Software Engineer, Business Analyst, Network Engineer</i>
Anticipated Tasks & Objectives	
Response Time	
Problem - Resolution Performance Standards	
Modes of Service	

N.B: Details of the Technical Assistance schedule will be provided in the Framework Contract

c. Warranty Defect Repair Service:

Coverage Period	
Response Time	
Problem - Resolution Performance Standards	
Modes of Service	

N.B: Details of the Warranty Defect Repair Service schedule will be provided in the Framework Contract

d. Post-Warranty Maintenance Services:

Coverage Period	
Response Time	
Problem - Resolution Performance Standards	
Modes of Service	

N.B: Details of the Post-Warranty Maintenance Services schedule will be provided in the Framework Contract

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Schedule 5: Price Schedule

5.1 Project Implementation Price Schedule

a. Project Implementation Price Schedule

			Implementation/Deployment - Prices					
			Items or services					
Line Item No.	Implementation Activity/Milestone	Measurement Parameter (MDA/User)	Phase 1 (e-Publishing/Notification)		Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price
1	Project Mobilization and Planning	1-5 MDAs						
		5-50 MDAs						
		Above 50 MDAs						
2	Requirements gathering and blueprinting	1-5 MDAs						
		5-50 MDAs						

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			Implementation/Deployment - Prices					
			Items or services					
Line Item No.	Implementation Activity/Milestone	Measurement Parameter (MDA/User)	Phase 1 (e-Publishing/Notification)		Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price
3	Solution Configuration and Customization	Above 50 MDAs						
		1-5 MDAs						
		5-50 MDAs						
4	Data digitization and migration	Above 50 MDAs						
		1-5 MDAs						
		5-50 MDAs						
5	Testing (Schedule 3.1.2)	1-5 MDAs						

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		Implementation/Deployment - Prices							
		Items or services							
Line Item No.	Implementation Activity/Milestone	Measurement Parameter (MDA/User)	Phase 1 (e-Publishing/Notification)		Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)		
			Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price	
		5-50 MDAs							
		Above 50 MDAs							
		1-100 Users							
6	Training	100-1000 Users							
		Above 1000 Users							
7	Project and Change Management	1-5 MDAs							
		5-50 MDAs							

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		Implementation/Deployment - Prices							
		Items or services							
Line Item No.	Implementation Activity/Milestone	Measurement Parameter (MDA/User)	Phase 1 (e-Publishing/Notification)		Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)		
			Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price	Local Currency Price	Foreign Currency Price	
		Above 50 MDAs							
8	Go-live and roll-out	1-5 MDAs							
		5-50 MDAs							
		Above 50 MDAs							
SUBTOTALS									
TOTAL (Grand Summary)									

N.B: Details of the Project Implementation Price Schedule will be provided in the Framework Contract

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b. Price Adjustment Conditions for Project Implementation Cost

The Base Price shall not be subject to adjustments for Call-off contracts awarded within the thirty - six months defined as the warranty period for the Framework Agreement. For any Framework Contracts awarded during the post warranty period as established in clause 3.5.4, the Base Price shall be subject to an adjustment and calculated as follows:

$$P1 = P0 [a + bL1/LO + cM1/Mo] - P0$$

$$a+b+c = 1$$

in which:

P1 = Call-off Contract Price.

P0 = Base Price, as described in the Framework Agreement, Schedule 2: Price Schedules.

a = fixed element representing profits and overheads included in the Contract Price.

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

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

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

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

The price adjustment is intended to reflect changes in the cost of labor, material components, and/or other factors, over the relevant period of the FA. The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients are as follows:

a = [insert value of coefficient; generally, in the range of 5 to 15 percent]

b = [insert value of coefficient]

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c = [insert value of coefficient]

Base date = [insert specific date which was the date of thirty (30) days prior to the deadline for submission of the Bids in the Primary Procurement process]

Date of adjustment shall be the date 30 days prior to the formation of the Call-off Contract

If the currency in which the Contract Price (PO) is expressed, is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: $Z0 / Z1$, where:

Z0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price PO on the Base date, and

Z1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price PO on the Date of Adjustment

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5.2 Annual Recurrent Price Schedule - Summary

Line Item No.	Cost Item	Recurrent Cost Sub-Table Ref. No.	Year 1		Year 2		Year 3	
			<i>[insert: Local Currency Price (Annual)</i>	<i>[insert: Foreign Currency Price (Annual)</i>	<i>[insert: Local Currency Price (Annual)</i>	<i>[insert: Foreign Currency Price (Annual)</i>	<i>[insert: Local Currency Price (Annual)</i>	<i>[insert: Foreign Currency Price (Annual)</i>
1	Service Subscription Summary Cost							
2	Technical Support Service Cost							
	Subtotals (to Grand Summary Table)							

N.B: Details of the Recurrent Price Schedule Per Participating State will be provided in the respective Framework Contract

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5.2.1. Annual SaaS Service Subscription Price Schedule

Costs MUST reflect prices and rates quoted in accordance with FAGP Clause 6.

Line Item No.	Service/User Category	Projected Volume (Users)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
1	SaaS Subscription Service for Admin User	0-100						
		100-1,000						
		Above 1,000						
2	SaaS Subscription Service for E-Procurement Plan User	0-100						
		100-1,000						

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Line Item No.	Service/User Category	Projected Volume (Users)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
		Above 1,000						
3	SaaS Subscription Service for E-Registration User	0-100						
		100-1,000						
		Above 1,000						
4	SaaS Subscription Service for E-Publishing User	0-100						
		100-1,000						
		Above 1,000						
5	SaaS Subscription Service for E-Tendering User	0-100						
		100-1,000						

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Line Item No.	Service/User Category	Projected Volume (Users)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
		Above 1,000						
6	SaaS Subscription Service for E-Evaluation/Award User	0-100						
		100-1,000						
		Above 1,000						
7	SaaS Subscription Service for Business Intelligence Reporting and Dashboard	0-100						
		100-1,000						
		Above 1,000						
8	SaaS Subscription Service for E-Contract Management User	0-100						
		100-1,000						

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Line Item No.	Service/User Category	Projected Volume (Users)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
			Above 1,000					
9	SaaS Subscription Service for E-Auction/Reverse Auction User	0-100						
		100-1,000						
		Above 1,000						
	TOTAL (Grand Summary)							

N.B: Details of the SaaS Service Subscription Price Schedule will be provided in the Framework Contract

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5.2.2. Annual SaaS Technical Support Service Cost

Line Item No.	Service	Projected Volume (MDAs)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
1	User Support/Hot-Line	1-5						
		5-50						
		Above 50						
2	Technical Assistance	1-5						
		5-50						
		Above 50						
3	Warranty Defect Repair Service	1-5						

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Line Item No.	Service	Projected Volume (MDAs)	Year 1 / Phase 1 (e-Publishing/Notification)		Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)		Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)	
			Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)	Local Currency Price (Annual)	Foreign Currency Price (Annual)
					5-50			
		Above 50						
4	Post Warranty Maintenance Services	1-5						
		5-50						
		Above 50						

N.B: Details of the SaaS Technical Support Service Costs will be provided in the Framework Contract

5.2.3 Price Adjustment Conditions for Annual Recurrent Cost

The Base Price shall not be subject to adjustments for Call-off contracts awarded within the thirty - six months defined as the warranty period for the Framework Agreement. For any Framework Contracts awarded during the post warranty period in pursuant to clause 3.5.4, the Base Price shall be subject to an adjustment and calculated as follows:

$$P1 = P0 [a + bL1/LO + cM1/M0] - P0$$

$$a+b+c = 1$$

in which:

P1 = Call-off Contract Price.

P0 = Base Price, as described in the Framework Agreement, Schedule 2: Price Schedules.

a = fixed element representing profits and overheads included in the Contract Price.

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

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

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

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

The price adjustment is intended to reflect changes in the cost of labor, material components, and/or other factors, over the relevant period of the FA. The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients are as follows:

a = [insert value of coefficient; generally, in the range of 5 to 15 percent]

b = [insert value of coefficient]

c = [insert value of coefficient]

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Base date = [insert specific date which was the date of thirty (30) days prior to the deadline for submission of the Bids in the Primary Procurement process]

Date of adjustment shall be the date 30 days prior to the formation of the Call-off Contract

If the currency in which the Contract Price (PO) is expressed, is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: $Z0 / Z1$, where:

$Z0$ = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price PO on the Base date, and

$Z1$ = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price PO on the Date of Adjustment.

Schedule 6: SLAs

6.1 Schedule of SLAs

SLA during Centralized Systems Operations and Maintenance Phase

Sr. No.	Measurement	Definition	Service Level Target	Penalty
1	Average time taken for access to application through Internet	Script based checking every 10 minutes from selected divisional and regional offices of Purchaser (selection may vary from quarter - to - quarter) Quarterly average from the log. Script based checking to be facilitated by Service Provider.	Through a Leased line <= Average daily time of 73 milliseconds	No Penalty
			Through a Leased line, > Average daily time of 100 milliseconds	See violations charge below
2	Response time (problem request / defect fixes) logged in the Helpdesk system	"Response Time", means time taken (after the request has been logged at the helpdesk and escalated to team of Service Provider) by the respective staff member of Service Provider at helpdesk in responding to the call and updating the status of the call in the Help Desk system. The response time would include: a. Call diagnosis b. Categorization into problem request/ change requests for defect fixes c. Assign severity levels to PRs d. Tentative timelines for further action.	At least 99% of the calls resolution within 30 minutes	No penalty
			>= 97% to < 99% of the calls within 1 hour	See violations charge below
			>= 95% to < 97% calls within 2 hours	
			>= 90% to < 95% calls within 3 hours	
		<90% calls within 4 hours		
3			Level of call - Critical	

Sr. No.	Measurement	Definition	Service Level Target	Penalty
	Resolution Time (problem request / defect fixes) logged in the Helpdesk system	"Resolution Time", means time taken by the Service Provider's staff to troubleshoot and fix the problem/ defect from the time the call has been escalated to the Service Provider's team till the delivery of the solution to the Purchaser and subsequently updates the status of the call in the Help Desk system.	At least 99% calls to be resolved within 6 hours	No penalty
>= 97% to < 99% calls to be resolved within 12 hours			See violations charge below	
>= 95% to < 97% calls to be resolved within 18 hours				
< 95% calls to be resolved within 24 hours				
Level of call - High				
At least 99% calls to be resolved within 12 hours			No penalty	
>= 97% to < 99% calls to be resolved within 18 hours			See violations charge below	
>= 95% to < 97% calls to be resolved within 24 hours				
< 95% calls to be resolved within 30 hours				
Level of call - Medium				

Sr. No.	Measurement	Definition	Service Level Target	Penalty
			At least 99% calls to be resolved within 18 hours	No penalty
			>= 97% to < 99% calls to be resolved within 24 hours	See violations charge below
			>= 95% to < 97% calls to be resolved within 30 hours	
			< 95% calls to be resolved within 36 hours	
			Level of call - Low	
			At least 99% calls to be resolved within 24 hours	No penalty
			>= 97% to < 99% calls be resolved within 30 hours	See violations charge below
			>= 95% to < 97% calls to be resolved within 36 hours	
			< 95% calls to be resolved within 48 hours	

Sr. No.	Measurement	Definition	Service Level Target	Penalty
				Any 3 consecutive months of any of the above default will lead to termination of contract
4	Update of software documentation including user manuals based in event of changes / upgrades	<p>Service Provider is expected to update software documentation within two months from date of release of change / upgrade.</p> <p>User manuals have to be updated within a month from date of release of change/upgrade</p> <p>Measurement tool: Compliance / deviation statement submitted along with Quarterly SLA report.</p> <p>Measurement Interval: Monthly</p>	<p>100% compliance</p> <p>Any non-compliance</p>	<p>No penalty</p> <p>See violations charge below</p>
5	Storage Availability	<p>Average of availability of storage during the month.</p> <p>Measurement Tool: Reports from specific software tools</p>	<p>Within 99.5% up time</p> <p>Between 99.5% and 98% % up time</p> <p>Less than 98%</p>	<p>No penalty</p> <p>See violations charge below</p>

Sr. No.	Measurement	Definition	Service Level Target	Penalty
		Measurement Interval: Weekly		Any 3 consecutive months of any of the above default will lead to termination of contract

The service provider shall ensure strict compliance with the afore-mentioned service level requirements; otherwise the following penalties shall apply

Number of Monthly Violations	Compensation payable to the Purchaser
1 or more violations but less than 5	2.5% of Annual Technical Support Charge
5 or more violations but less than 10	5% of Annual Technical Support Charge
10 or more violations	10% of Annual Technical Support Charge

PART 5 - FRAMEWORK CONTRACT - CALL OFF CONTRACT

SECTION IX - CALL OFF CONTRACT OVERVIEW

1. Secondary Procurement method(s)

The Secondary Procurement method that applies to the selection of a Service Provider for the award of a Call-off Contract under the Framework Agreement is ***Direct Selection***

The procedure for the application of the procurement method outlined under paragraph 1 above are the following.

1.1 Direct selection

The Purchaser will select an eligible Service Provider holding a Framework Agreement, to deliver the services,

The Purchaser will issue a Call-off Contract using the prices/pricing mechanism set out in the Framework Agreement, Section 6 or as adjusted by the agreed price adjustment formula, if applicable and any changes in any Laws and Regulations in accordance with FAGP 1.2.

2. Formation of Call-off contract

The Purchaser shall confirm that the selected Service Provider continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

2.1 **For direct selection:** the Call-off contract is formed when the Purchaser transmits, to the successful Service Provider, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Purchaser and the Service Provider. The date that the Call-off Contract is formed, is the date that the last signature is executed, or the date agreed by the parties.

3. Communicating the award of Call-off Contract

The Purchaser shall, at the same time as awarding the contract, communicate the award of the Call-off Contract in the case of:

- a. Direct Selection to the Framework Agreement Service Provider for the items included in the Call-off Contract.

The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

- b. the name and address of the successful Service Provider
- c. the quantity/volume of items being procured
- d. the contract price

4. Complaint about award of Call-off Contract

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows: [

- a. the complaint shall be made in writing to the Purchaser, by the quickest means available, e.g. email
- b. the Purchaser will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

SECTION X - FRAMEWORK (CALL-OFF) CONTRACT GENERAL PROVISIONS (FCGP)

Preamble

The following Framework (Call-off) Contract General Provisions apply to any Call-off Contract awarded under the Framework Agreement between the Purchaser and the Supplier. These General Provisions shall be supplemented by the Framework (Call-off) Specific Provisions of Contract contained in the individual Call-off Contract.

Section 1 - General Provision

1.1 Definitions

Terms and expressions used in this Contract shall have the meanings set out below from 1.1 (a - t), 1.1.2 (a - l) and 1.1.3 (a -h). Other terms used in this Contract are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Contract that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

1.1.1 General Terms

- a. **"Base Price"** is the Framework Agreement (FA) unit price prior to any price adjustment
- b. **"FCGP"** means the Framework Contract General Provisions.
- c. **"FCSP"** means the Framework Contract Specific Provisions.
- d. **"Technical Requirements"** means the Technical Requirements in Section V of the bidding documents.
- e. **"Framework Contract"** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Services.
- f. **"Closed Framework Agreement"** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.
- g. **"Contract Price"** is the price payable to the Service Provider as specified in the Framework Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- h. **"Purchaser"** is the Responsible Agency (i.e. MDA/PPA) under a Framework Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes means the responsible Agency.
- i. **"Responsible Agency"**, when named in the Framework Contract, is a party to the Framework Agreement, as the agency responsible for managing and administering the Framework Agreement for use by the Purchaser. All communications, including notices, in relation to the Framework Contract, are to be addressed to the Responsible Agency.
- j. **"Secondary Procurement"** is the method used to select a Service Provider and award a Framework Contract under the Framework Agreement.

- k. **“Local Currency”** means the currency of the country of Nigeria.
- l. **“Project Manager”** means the person named as such in the FCSP or otherwise appointed by the Purchaser in the manner provided in FCGP Clause 7.1.2 (Project Manager) to perform the duties delegated by the Purchaser.
- m. **“Service Provider”** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Services, under a Framework Contract.
- n. **“Service Provider’s Representative”** means any person nominated by the Service Provider and named as such in the Framework Contract or otherwise approved by the Purchaser in the manner provided in FCGP Clause 7.1.3 (Service Provider’s Representative) to perform the duties delegated by the Service Provider.
- o. **“Subcontractor”** means any firm to whom any of the obligations of the Service Provider, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Service Provider.
- p. **“Adjudicator”** means the person named in the FCSP, appointed by agreement between the Purchaser and the Service Provider to make a decision on or to settle any dispute between the Purchaser and the Service Provider referred to him or her by the parties, pursuant to FCGP Clause 9 (Settlement of Dispute).
- q. **“Intellectual Property Rights”** means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- r. **“Operational Acceptance Tests”** means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the SaaS Solution is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of FCGP Clause 7.8 (Commissioning and Acceptance).

1.1.2: Place and Time

- m. **“Purchaser’s Country”** is the country named in the FCSP.
- n. **“Service Provider’s Country”** is the country in which the Service Provider is legally organized, as named in the Framework Agreement.
- o. **“Eligible Country”** means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Regulations.

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- p. **"Day"** means calendar day of the Gregorian Calendar.
 - q. **"Week"** means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser's Country.
 - r. **"Month"** means calendar month of the Gregorian Calendar.
 - s. **"Year"** means twelve (12) consecutive Months.
 - t. **"Effective Date"** means the date of fulfilment of all conditions specified in the Framework Contract, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the SaaS Solution.
 - u. **"Contract Period"** is the time period during which this Contract governs the relations and obligations of the Purchaser and Service Provider in relation to the SaaS Solution, as unless otherwise specified in the FCSP, the Contract shall continue in force until the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
 - v. **"Defect Liability Period"** (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Service Provider commencing at date of the Operational Acceptance Certificate of the SaaS solution, during which the Service Provider is responsible for defects with respect to the SaaS Solution.
 - w. **"The Coverage Period"** means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.
 - x. **"The Post-Warranty Services Period"** means the number of years defined in the FCSP (if any), following the expiration of the Warranty Period during which the Service Provider may be obligated to provide Software licenses, maintenance, and/or technical support services for the SaaS Solution, either under this Contract or under separate contract(s).

1.1.3: Scope

- a. **"Services"** means all technical, logistical, management, and any other Services to be provided by the Service Provider under the Contract to supply, install, customize, integrate, and make operational the SaaS Solution. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.
- b. **"The Project Plan"** means the document to be developed by the Service Provider and approved by the Purchaser based on the requirements of the Contract and the Preliminary Project Plan included in the Service Provider's bid. The "Agreed Project Plan" is the version of the Project Plan approved by the Purchaser. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

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- c. **“Software”** means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
 - d. **“Source Code”** means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).
 - e. **“Materials”** means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.
 - f. **“Standard Materials”** means all Materials not specified as Custom Materials.
 - g. **“Custom Materials”** means Materials developed by the Service Provider at the Purchaser’s expense under the Contract and identified as such and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
 - h. **“Intellectual Property Rights”** means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

1.8 Governing Law

The Agreement shall be interpreted in accordance with the laws of the Federal Republic of Nigeria, unless otherwise specified in the Framework Contract Special Provisions (FCSP). Throughout the execution of the Agreement, the Service Provider shall comply with the import of goods and services prohibitions of the Federal Republic of Nigeria.

1.9 Language

This Agreement shall be executed in the English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

1.10 Notices

- 1.10.1 Any notice given by one party to the other pursuant to this Framework Contract shall be in Writing to the address specified in the Framework Contract Specific Provisions. A notice shall be effective when delivered, or on the notice’s effective date, whichever is later.

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- 1.10.2 In relation to a notice given under the SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- 1.10.3 Either Party to this Agreement or to the SLA may change its address, telephone number, and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

1.11 Fraud and Corruption

- 1.11.1 The Purchaser requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other parties with respect to the bidding process or execution of the Framework Agreement and Framework Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 1.11.2 The Government requires that all parties involved in public procurement, including Procuring Entities, Bidders, Suppliers, Contractors, and Consultants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
- 1.11.3 In pursuance of this requirement, the Procuring Entity shall:
- (a) Exclude the Bidder from further proceeding in the procurement of the contract or reject a proposal for contract award, and/or
 - (b) Declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;
 - (c) have the right to require that a provision be included in bidding documents, requiring bidders, suppliers and contractors to permit the relevant authorities to inspect their accounts and records and other documents relating to the bid submission Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract) and contract performance and to have them audited by auditors appointed by the relevant authorities.
- If at any time, determines that the Bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for, or in executing, a contract under public funds.
- 1.11.4 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Procuring Entity, it shall, in the first place, allow the Bidder to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Procuring Entity related to matters of alleged fraud or corruption shall be in writing.

1.11.5 In pursuance of this policy, no Bidder or Procurement Official shall engage in any:

1. Corrupt practice, which means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
2. Fraudulent practice, which means a misrepresentation or omission of facts in order to influence a procurement process or contract execution to the detriment of the Employer;
3. collusive practices, which means a scheme or an arrangement between two or more Bidders with or without the knowledge of the Employer, including non-disclosure of subsidiary relationships, designed to establish bid prices at artificial, non-competitive levels thereby depriving the Employer of the benefits of free and open competition;
4. coercive practice, which means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process or affect the execution of a contract.
5. Obstructive practice which means
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede relevant authorities' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - ii. Acts intended to materially impede the exercise of the relevant authorities' inspection and audit rights provided for under par. 1.5.3 (c) above.

1.12 Conflict of Interests

1.12.1 Service Provider not to benefit from Commissions and Discounts

The remuneration of the Service Provider shall constitute the Service Provider's sole remuneration in connection with this Agreement or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the personnel, any subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

1.12.2 Service Provider and Affiliates not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Agreement and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

1.12.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- b. During the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c. After the termination of this Contract, such other activities as may be specified in the FCSP.

1.13 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Purchaser's business or operations without the prior written consent of the Purchaser.

Section 2 - SaaS e-Procurement Project Scope

- 2.1 **General Scope Requirements:** The services to be provided shall be as specified in the Call-off Contract and as may be defined in the Call of Contract Request for Quotation (RFQ)

Section 3 - Commencement, Modification, Termination and Completion

3.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by all parties or such other later date as may be **stated in the FCSP**.

3.2 Commencement of Services

The Service Provider shall submit to the Purchaser for approval a detailed Program Plan, showing the general methods, arrangements, order and timing for all activities. The Scope of the Project and Services under the Framework (Call off) Contract for the SaaS e-Procurement Solution shall be carried out in accordance with the approved Program Plan as updated. The Service Provider shall start carrying out the services the day after the Contract becomes effective, or at such other date as may be specified in the FCSP.

3.3 Intended Completion Date

Unless terminated earlier pursuant to "Termination", the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the FCSP**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per "Liquidated Damages". In this case, the Completion Date will be the date of completion of all activities.

3.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Authority, as the case may be, has been obtained.

3.5 Termination and Extension of Agreement

- a. If at any time during performance of the Contract, the Service Provider or its subcontractors should encounter conditions impeding timely completion of the Services pursuant to FCGP Clause 3.3, the Service Provider shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Service Provider's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- b. Except in case of Force Majeure, as provided under FCGP 8.4, a delay by the Service Provider in the performance of its Completion obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to FCGP 8.10 unless an extension of time is agreed upon, pursuant to FCGP 3.5.1
- c. The thirty - six months duration established as the life span of the Framework Agreement (otherwise known as the warranty period) may be

extended by the Purchaser for a maximum period of two (2) years or as may be defined in the FCSP. All relevant terms and conditions defined for the warranty period shall be applicable during the post warranty period.

- d. Nevertheless, the provision of clause 3.5.3, the Purchaser and Service Provider may agree to adjust the base price to cater for changes in macroeconomic indices or time value of money during the post warranty period. This price adjustment shall be established in line with the provisions of Schedule 5.2.3 on Price Adjustment Conditions in the Framework Agreement.

3.6 Assignment

Neither the Purchaser nor the Service Provider shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Service Provider shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

3.7 Termination

3.7.1 The Purchaser, without prejudice to any other remedy for breach of the Framework Contract, may terminate this Framework Contract immediately, by notice In Writing to the Service Provider, if:

- a. in the judgement of the Purchaser, the Service Provider has engaged in Fraud and Corruption, or
- b. the Service Provider purports to assign, or otherwise transfer or dispose of this Framework Contract, in whole, or in part, without the prior written consent of the Purchaser, or
- c. the Service Provider becomes bankrupt or otherwise insolvent.
- d. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than (30 days).

3.7.2 The Purchaser may terminate this Framework Contract, in whole or in part, by notice In Writing sent to the Service Provider, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the Service Provider under the Framework Contract is terminated, and the date upon which such termination becomes effective.

3.7.3 The Service Provider may terminate this Contract, by not less than (30 days) written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs below:

- a. if the Purchaser fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute, within 45days after

receiving written notice from the Service Provider that such payment is overdue; or

- b. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 45days

3.7.4 Upon termination of this Contract, the Purchaser shall make the following payments to the Service Provider:

- a. remuneration for Services satisfactorily performed prior to the effective date of termination; except in the case of termination pursuant to paragraphs (Insolvency/Bankruptcy and in case of Force Majeure), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3.8 Exit Management Plan

- a. This clause sets out the provisions, which will apply on expiry or termination of the agreement, the Project Implementation, Operation and Management SLA.
- b. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply.
- c. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management clause.
- d. Exit management may not necessarily be limited to the above-mentioned clauses and can be extensive.

Section 4 - Responsibilities of the Service Provider

- 4.1 The Service Provider shall perform the Services in accordance with FCGP 2.1 and the completion of services schedule according to FCGP 3.3.

Section 5 - Responsibilities of the Purchaser

- 5.1 The Purchaser carry out its responsibilities as stated in the Framework Agreement.

Section 6 - Payments to the Service Provider

6.1 Terms of Payment

- 6.1.1 Payments will be made to the Service Provider in accordance with the payment schedule stated in the Framework Contract. No advance payment is applicable.
- 6.1.2 The Service Provider's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the project milestone(s) accomplish, or Services delivered in accordance with the payment schedule or upon fulfilment of other obligations stipulated in the Contract.
- 6.1.3 The Contract Price shall be paid as specified in Section 6 of the FCSP
- 6.1.4 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the SaaS e-Procurement Solution or any component of the solution or applicable services
- 6.1.5 Payments shall be made promptly by the Purchaser, but in no case later than forty-five (45) days after submission of a valid invoice by the Service Provider. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Service Provider interest on the amount of such delayed payment at the rate(s) specified in the FCSP for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 6.1.6 Payments shall be made in the currency(ies) specified in the Framework Contract. For Services provided by local personnel of the Service Provider, payments shall be made as specified in the FCSP.
- 6.1.7 Unless otherwise specified in the FCSP, payment of the foreign currency portion of the Contract Price for the Services provided from outside the Purchaser's Country shall be made to the Service Provider through an irrevocable letter of credit opened by an authorized bank in the Service Provider's Country and will be payable on presentation of the appropriate documents.

6.2 Performance Security

- 6.2.1 The Purchaser may require a Performance Security from the Service Provider in relation to the performance of a Specific Scope of Work or Services in respect of the Framework Contract. In this event, the Service Provider shall comply with the relevant provisions relating to Performance Security contained in the Framework Contract Specific Provisions.
- 6.2.2 The Service Provider shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the FCSP.
- 6.2.3 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the bidding documents, or it shall be in another form acceptable to the Purchaser.

6.2.4 The security shall automatically become null and void once all the obligations of the Service Provider under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Service Provider no later than twenty-eight (28) days after its expiration.

6.3 Taxes and Fees

- 6.3.1 The price to be charged in relation to the activities proposed to be carried out by the Service Provider shall be inclusive of all taxes and fees. The Purchaser reserves the right to ask the Service Provider to submit proof of payment against any of the taxes and fees indicated.
- 6.3.2 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties.
- 6.3.3 For Services provided from outside the Purchaser's country, the Service Provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country. Any duties and taxes and other levies, payable in the Purchaser's country for the supply of Services from outside the Purchaser's country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in the Framework (call off) Contract and the Price Schedule it refers to, in which case the duties and taxes will be the Service Provider's responsibility.
- 6.3.4 If any tax exemptions, reductions, allowances, or privileges may be available to the Service Provider in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.
- 6.3.5 It is assumed that the Contract Price specified in the Price Schedule of the Framework Contract is based on the taxes, duties, levies, and charges prevailing in the Purchaser's Country at the date of executing the Framework (call Off) Contract. If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs at the time of executing the Framework Contract or in the course of the performance of the Contract, which was or will be assessed on the Service Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

6.4 Lump Sum Remuneration

The Service Provider's remuneration shall not exceed the Agreement Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in relevant Schedule or Appendix to the Framework Contract.

6.5 Payment for Additional Services, and Performance Incentive Compensation

6.5.1 For the purpose of determining the remuneration due for additional Services as may be agreed under this Agreement, a breakdown of the lump-sum price is provided in the relevant Schedule or Appendix.

6.5.2 If the FCSP so specify, the Service Provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix in the Framework Contract (if any).

6.6 Interest on Delayed Payments

If the Purchaser has delayed payments beyond **45 days** after the due date stated in the FCSP, interest shall be paid to the Service Provider for each day of delay at the rate stated in the FCSP.

6.7 Variation in Contract Sum

Both parties to the agreement shall expressly agree on terms and conditions for dealing with various factors such as introduction or amendment of regulations/ guidelines that could impact the number of transactions during the operation and maintenance phase and thereby affecting business viability as well as approved contract sum

6.8 Invoicing and Settlement

The Purchaser and Service Provider shall agree in writing on how the invoice will be raised for the services provided in line with the agreed payment milestone table as defined in Schedule of Payment. It may be agreed that the invoice could be raised as per the scheduled payment milestones. The invoices raised shall be correct and accurate, and raised in a timely manner after receiving due approval/ acceptance of deliverables/ services/ goods from the Purchaser. The service provider should be responsible to make payments to the sub-contractors/ third parties, if any

Section 7 - Installation, Testing, Commissioning and Acceptance of the System

7.1 Authorized Representative

- 7.1.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Purchaser or the Service Provider may be taken or executed by the officials specified in the FCSP.
- 7.1.2 The Purchaser shall appoint and notify the Service Provider in writing of the name of the Project Manager. Unless otherwise specified in the FCSP (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the deployment of SaaS e-Procurement Solution or arising from the Contract and shall normally be the person giving or receiving notices on behalf of the Purchaser.
- 7.1.3 The Service Provider shall appoint the Service Provider's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the Service Provider's Representative. If the Purchaser objects to the appointment within seven (7) days giving the reason therefor, then the Service Provider shall appoint a replacement within seven (7) days of such objection.
- 7.1.4 Unless otherwise specified in the FCSP (if any), the Service Provider's Representative shall have the authority to represent the Service Provider on all day-to-day matters relating to the System or arising from the Contract and shall normally be the person giving or receiving notices on behalf of the Service Provider
- 7.1.5 The Service Provider's Representative and staff are obliged to work closely with the Purchaser's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Service Provider's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

7.2 Project Plan & Timelines

- 7.2.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Service Provider's bid, the Service Provider shall develop a Project Plan encompassing the activities specified in the Framework Contract. The contents of the Project Plan shall be as specified in the Schedule of Implementation Timeline in the relevant bidding document and FCSP.
- 7.2.2 Unless otherwise specified in the FCSP, within thirty (30) days from the Effective Date of the Framework Contract, the Service Provider shall present a Project Plan to the Purchaser. The Purchaser shall, within fourteen (14) days of receipt of the Project Plan, notify the Service Provider of any aspects in which it considers that the Project Plan does not adequately ensure that the proposed program of work,

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proposed methods, and/or proposed information technologies will satisfy the Requirements as specified in the Schedule of Requirements. The Service Provider shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within five (5) days of resubmission of the Project Plan, notify the Service Provider of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Service Provider. This approved Project Plan (“the Agreed Project Plan”) shall be contractually binding on the Purchaser and the Service Provider.

- 7.2.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Framework Contract by amendment
- 7.2.4 The Service Provider shall undertake to provide, test, and commission the SaaS e-Procurement Solution in accordance with the Agreed Project Plan.
- 7.2.5 Unless otherwise specified in the FCSP, the Service Provider shall submit to the Purchaser Monthly Progress Reports summarizing:
 - h. results accomplished during the prior period;
 - i. cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
 - j. corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
 - k. other issues and outstanding problems; proposed actions to be taken;
 - l. resources that the Service Provider expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;
 - m. other issues or potential problems the Service Provider foresees that could impact on project progress and/or effectiveness.
 - n. The Service Provider shall submit to the Purchaser other (periodic) reports as specified in the FCSP.

7.3 Subcontracting:

- 7.3.1 The Service Provider shall establish a List of Approved Subcontractors that will be supporting the delivery of critical items of services in respect of the provision of SaaS e-Procurement Solution. If no Subcontractors are listed for an item, the Service Provider shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Service Provider may from time to time propose additions to or deletions from any such list. The Service Provider shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the Project. The Purchaser shall not withhold such approval unreasonably. Such approval by the Purchaser of a Subcontractor(s) shall not relieve the Service Provider from any of its obligations, duties, or responsibilities under the Contract

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7.3.2 The Service Provider may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to FCGP Clause 7.3.1. If the Service Provider wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval

7.4 Upgrades

7.4.1 During performance of the Agreement, the Service Provider shall offer to the Purchaser all new versions, releases, and updates of the SaaS e-Procurement Solution, as well as related documentation and technical support services, within thirty (30) days of their availability.

7.4.2 Unless otherwise specified in the FCSP, during the Warranty Period, the Service Provider will provide at no additional cost to the Purchaser all new versions, releases, and updates in the SaaS e-Procurement Solution, within thirty (30) days of their availability.

7.5 Implementation and Installation and other Services

7.5.1 The Service Provider shall provide all Services specified in the Framework (call Off) Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.

7.5.2 Prices charged by the Service Provider for other Services with respect to the SaaS e-Procurement Solution deployment, if not included in the Framework Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Service Provider in the Recurrent Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Service Provider to other Purchasers.

7.6 Inspection, Tests and Audit

7.6.1 The Service Provider shall permit and shall cause its sub- contractors and subconsultants to permit, the Purchaser and/or persons appointed by the Purchaser to inspect the Hosting Location and/or the accounts and records relating to the procurement process, selection and/or Agreement execution, and to have such accounts and records audited by auditors appointed by the Purchaser. The Service Provider's and its sub-contractors and subconsultants' attention is drawn to acts intended to materially impede the exercise of the Purchaser's inspection and audit rights constitute a prohibited practice subject to Contract termination (as well as to a determination of ineligibility pursuant to the Purchaser's prevailing sanctions procedures).

7.6.2 The Purchaser or its representative shall have the right to inspect and/or test any components of the SaaS Solution, as specified in the Schedule of Requirements, to confirm their appropriateness and conformity to Specification.

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- 7.6.3 The Purchaser or its representative shall be entitled to perform audit of the SaaS e-Procurement Solution, provided that the Purchaser shall bear all costs and expenses incurred in connection with such audit.
- 7.6.4 Should the tested components fail to conform to the Schedule of Requirements, the Purchaser may reject the component(s), and the Service Provider shall fix the defect(s) so that it meets the Agreement requirements free of cost to the Purchaser.
- 7.6.5 If any dispute shall arise between the parties in connection with or caused by non-conformity to Schedule of Requirements that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to FCGP Clause (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Framework Agreement as well as Framework Contract.

7.7 Reporting Obligations

- 7.7.1 The Service Provider shall submit to the Purchaser the reports and documents specified in the FCSP, in the numbers, and within the periods set forth in the said FCSP.
- 7.7.2 All specifications, reports, documents and software submitted by the Service Provider shall become and remain the property of the Purchaser, and the Service Provider shall, not later than upon termination or expiration of this Agreement, deliver all such documents to the Purchaser, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the FCSP.

7.8 Commissioning and Acceptance

- 7.8.1 The Service Provider guarantees that it shall complete the Deployment, Commissioning, and achieve Operational Acceptance of the SaaS e-Procurement Service within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan.
- 7.8.2 Unless otherwise specified in the FCSP, if the Service Provider fails to achieve Operational Acceptance of the System within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, the Service Provider shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a requirement has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract.

Section 8 - Guarantees and Liabilities

8.1 Defect Liability

- 8.1.1 The Service Provider warrants that the solution shall be free from defects, that prevent the SaaS e-Procurement Solution and/or any of its components from fulfilling the Technical Requirements or that limits the performance, reliability, or extensibility of the Solution. Unless otherwise specified in the FCSP, there will be NO exceptions and/or limitations to this warranty with respect to Solution. Commercial warranty provisions of Products or Services provided under the Agreement shall apply to the extent that they do not conflict with the provisions of this Agreement.
- 8.1.2 Unless otherwise specified in the FCSP, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.
- 8.1.3 Purchaser shall give the Service Provider a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Service Provider to inspect any such defect. The Purchaser shall afford the Service Provider all necessary access to the System and the site to enable the Service Provider to perform its contractual obligations as established under the Framework Contract.
- 8.1.4 Unless otherwise specified in the FCSP, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Service Provider fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Service Provider, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Service Provider or may be deducted by the Purchaser from any monies due to the Service Provider or claimed under the Performance Security.
- 8.1.5 If the service cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the Service could not be used by the Purchaser because of such defect and/or making good of such defect.
- 8.1.6 If the Service Provider has not corrected a Defect within the time specified in the Purchaser's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected.

8.2 Indemnity

- 8.2.1 Each Party shall indemnify the other Party against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind

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howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- Any negligence or wrongful act or omission by the Service Provider or Personnel or any of its third parties
- Any breach of any of the terms of the Contract

- 8.2.2 Each Party shall indemnify the other against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
- 8.2.3 Regardless of anything contained (except for each of the partner's liability for bodily injury and / or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Contract) the total liability of each of the Partners, shall be restricted to the total value of payments payable under the Contract to the other partner and they shall not be responsible for any third party claims.
- 8.2.4 The Purchaser shall be liable for any loss of or damage to any Service Provider's Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfilment of Service Provider's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Service Provider, its employees, or subcontractors.
- 8.2.5 The Purchaser shall indemnify and hold harmless the Service Provider and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Service Provider or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, specification, or other documents provided to the Service Provider in connection with this Contract by the Purchaser or any persons (other than the Service Provider) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Service Provider's breach of Software Lifecycle Development Management (SLDM) Clause 2
- 8.2.6 The Service Provider shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights

8.3 Insurance

- 8.3.1 The Service Provider shall take out and maintain and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the FCSP.

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8.3.2 At the Purchaser's request, the Service Provider shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.

8.4 Force Majeure

8.4.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Service Provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- f) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- g) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- h) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
- i) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- j) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

8.4.2 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Agreement, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period

8.4.3 The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

8.4.4 Any period within which a Party shall, pursuant to this Contract complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

8.5 Transfer of Ownership

- 8.5.1 The Service Provider shall transfer all titles to the assets procured for the purpose of the operations of the proposed solution on behalf of the purchaser (if any) to the Purchaser at the time of commissioning of the proposed solution. This shall include components other than developed proposed solution but related to the proposed solution that will be maintained by the Service Provider.
- 8.5.2 Immediately upon expiry or earlier termination of the Contract and at any other time on demand by the Purchaser, Service Provider shall deliver to Purchaser all documents provided by or originating from Purchaser and all documents produced by or for Service Provider in the course of commissioning and operations of the proposed solution, unless otherwise directed in writing by Purchaser at no additional cost. Service Provider shall not, without the prior written consent of Purchaser store, copy, distribute or retain any such documents.

8.6 Functional Guarantee

- 8.6.1 The Service Provider guarantees that, once the Operational Acceptance Certificate(s) has been issued, the Solution represents a complete, integrated solution to the Purchaser's requirements set forth in the Schedule of Requirements and it conforms to all other aspects of the Contract. The Service Provider acknowledges that relevant sub-sections under FCGP Clause 7 regarding Commissioning and Operational Acceptance govern how technical conformance of the System to the Contract requirements will be determined.
- 8.6.2 If, for reasons attributable to the Service Provider, the SaaS e-Procurement Solution does not conform to the Technical Requirements or does not conform to all other aspects of the Agreement, the Service Provider shall at its cost and expense make such changes, modifications, and/or additions to the Solution as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Service Provider shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the Solution achieves the set objectives for such Operational Acceptance.
- 8.6.3 If the SaaS e-Procurement Solution (or Sub-components) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to FCGP Clause 3.7, and forfeiture of the Service Provider's Performance Security in accordance with FCGP Clause 6.2 in compensation for the extra costs and delays likely to result from this failure

8.7 Warranty

- 8.7.1 Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business

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interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

- 8.7.2 In no event will Service Provider be liable for any damages, whether direct, indirect, incidental or consequential, arising out of the use or inability to use the licensed program, even if Service Provider has been advised of the possibility of such damages.
- 8.7.3 Except for liabilities arising from intellectual property infringement, Service Provider's aggregate liability, if any, arising out of or in any way related to its performance of the services provided for under this Agreement shall be limited to the lesser of (a) all costs of materials, labour, and other expenses required to correct any error caused by Service Provider, or (b) (amount to be fixed); and in no event shall Service Provider or its sub-contractors pay for incidental, indirect, special, or consequential damages, even if they have been advised of or should have foreseen, the possibility of such damages.
- 8.7.4 The licensed program is provided by the Service Provider to users on an "on-demand" basis with relevant warranty, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the licensed program is with the Service Provider. Should the licensed program prove defective, the Service Provider assumes the entire cost of all necessary servicing, repair or correction.

8.8 Intellectual Property Rights Warranty

The Service Provider hereby represents and warrants that:

- d. the Solution as provided, deployed, tested, and accepted;
- e. use of the Solution in accordance with the Contract; and
- f. copying of the Solution and Materials provided to the Purchaser in accordance with the Contract

do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Service Provider shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the Solution.

8.9 Intellectual Property and Right to Use

The following are considerations on Intellectual Property rights:

8.9.1 Joint Enforcement

If any party decides to take an action against any kind of infringement, both the parties will have to jointly share the expenses to suppress or eliminate such

infringement. In the event that either party decides not to participate in such action, the other party shall have sole discretion to take whatever action it determines is necessary or appropriate under the circumstances, including without limitation legal action to suppress or eliminate any such infringement, at its expense.

8.9.2 Assignment of Joint Property Rights

Each party can assign and agree to assign to the other party, or its designees, an undivided one-half of its full right, title, and interest in and to all Joint Intellectual property.

8.9.3 Filings

Both parties can agree not to file any patent, trademark, or copyright applications relating to Joint Intellectual Property created in the course of development and operations of the proposed Solution under the Agreement, without first notifying the other party.

8.9.4 Retention of Ownership in case of utilizing Licensed Technology

Except for the rights that are expressly granted to the Licensee, the Licensor can retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.

8.9.5 Preservation of Notice in case of utilizing Licensed Technology

Licensee cannot remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Technology or materials provided under this Agreement and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any Integrated Products.

8.10 Liquidated Damages

If the Service Provider fails to deliver any component of services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the rate per day stated in the FCSP for each day that the Completion Date is later than the Intended Completion Date. The Purchaser may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

Section 9 - Settlement of Dispute

- 9.1 If any dispute arises between the Purchaser and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during the course of carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 9.2 The Adjudicator shall give a decision in writing within (28 Days) of receipt of a notification of a dispute.
- 9.3 The Adjudicator shall be paid by the hour at the rate specified in the FCSP, together with reimbursable expenses of the types specified in the FCSP, and the cost shall be divided equally between the Purchaser and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within (28 Days) of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above (28 Days), the Adjudicator's decision will be final and binding.
- 9.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the FCSP.
- 9.5 Should the Adjudicator resign or die or should the Purchaser and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Purchaser and the Service Provider. In case of disagreement between the Purchaser and the Service Provider, within (28 Days), the Adjudicator shall be designated by the Appointing Authority designated in the FCSP at the request of either party, within (28 Days) of receipt of such request.
- 9.6 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

Section 10 - Governance Model

10.1 Organisation Structure

A Project Organisation Structure shall comprise of Project Governance Layer, Project Management Layer as well as Project Deployment Layer. Details of the Proposed Organisation Structure shall be defined at Contract Award and signed by all parties involved in the structure before the actual commencement of the project work.

10.2 Key Stakeholders in the Proposed Organisation Structure

Each party with interest in the proposed SaaS e-Procurement Solution shall provide appropriate individuals to represent the party at all layers and within the context of the roles established for the Party in the Project Organisation Structure.

10.3 Roles and Responsibilities in the Proposed Organisation Structure

10.3.1 The proposed Project Governance Team shall constitute the highest decision-making body for the project and a set of structured meetings shall be scheduled for the team as defined in the Project Organisation Structure to ensure the project receives maximum executive support necessary for its successful delivery and sustainability

10.3.2 The proposed Project Management Team shall be responsible for day to day decision making process on the project. The details of roles and responsibilities for the team shall be as defined in the Project Organisation Structure

10.3.3 The proposed Project Deployment Team shall constitute the representative of user community (both functional and non-functional users) and shall be responsible for providing the day to day support required for the successful deployment of the scheduled project activities. The details of roles and responsibilities for the team shall be as defined in the Project Organisation Structure.

Section 11 - Service Provider's Personnel

11.1 Consortium of Firms

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Framework Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

11.2 Removal and/or Replacement of Personnel

11.2.1 Except as the Purchaser may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

11.2.2 If the Purchaser finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser.

11.2.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

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SECTION XI - REQUEST FOR QUOTATION SECONDARY PROCUREMENT (CALL OFF) UNDER A FRAMEWORK AGREEMENT

From:	[Kaduna State Public Procurement Authority (KADPPA)]
Purchaser's Representative:	Arc. Muhammed Sueiman
Title/Position:	<i>Director, Compliance and Capacity Building</i>
Address:	<i>Sir Kashim Ibrahim House. 44, Polytechnic Road</i>
Telephone:	08023081545
Email:	Suleiman.muhammad@kds.gov.ng

To:	<i>[Insert Supplier's legal name]</i>
Supplier's Representative:	<i>[Insert name of Supplier's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Supplier's address]</i>
Telephone:	<i>[Insert Representatives telephone number]</i>
Email:	<i>[Insert Representatives email address]</i>

Framework Agreement (FA):	[Kaduna State Government Framework Agreement For SaaS e-Procurement Solution]
FA Date:	December 2019
FA Reference No.	N/A

RFQ Ref No.:	<i>[Insert reference]</i>
RFQ Date:	<i>[Insert date of RFQ]</i>
RFQ issued:	This RFQ has been transmitted by: "post" or "email" or "fax"

Attachments:

Annex 1: Purchaser's Requirements

Annex 2: Quotation Form

Annex 3: Framework (Call-off) Contract for Provision of SaaS e-Government Procurement

Dear *[insert name of Supplier's Representative]*,

1. Request for Quotation (RFQ)

- a. With reference to above Framework Agreement (FA), you are invited to submit your most competitive Quotation in this Secondary Procurement process. The Quotation is for the Provision of SaaS e-Government Procurement described in Annex 1: Purchaser's Requirements, attached to this RFQ.

2. Price

- a. Your Quotation must be submitted in the format contained in Annex 2: Supplier Quotation Form.
- b. Your Quotation, specified in RFQ cannot be higher than the Base Price for the Provision of SaaS e-Government Procurement as established in the Framework Agreement, Schedule 5: Price Schedules adjusted for any change in Laws and Regulations in accordance with FA Specific Provisions.
- c. The price that you quote shall be fixed and shall not be subject to any further adjustment.
- d. The Quotation shall be in the same currency(ies) specified in the Framework Agreement, Schedule 5: Price Schedules.
- e. The Quotation will be valid for a period of *[insert number of calendar days]*

3. Performance Security *[delete if no performance security is required]*

- a. You will be required to provide a Performance Security in accordance with the Framework (Call-off) Contract.

4. Clarifications

- a. If you require clarification(s) regarding this RFQ, send your request in writing (email or hard copy) to our above-named Representative before *[insert date and time]*.

5. Submission of Quotations

- a. Quotations are to be submitted in the form attached at Annex 2 and *[insert method e.g. in hard copy with 3 copies, by email]*.
- b. The deadline for submission of Quotations is *[insert time, day, month, year]*.
- c. The address for submission of Quotations is:

Attention: *[insert full name of person, if applicable]*

Street Address: *[insert street address and number]*

Floor/ Room number: *[insert floor and room number, if applicable]*

City: *[insert name of city or town]*

ZIP/Postal Code: *[insert postal (ZIP) code, if applicable]*

Country: *[insert name of country]*

6. Opening of Quotations

- a. Quotations will be opened on *[insert day, month, year same as or immediately after the deadline for the submission of Quotations.]*

7. Evaluation of Quotations

- a. Quotations will be evaluated for compliance with requirements.

8. Contract

- a. Attached, as Annex 3 to this RFQ, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on the same, or similar terms.

On behalf of the Purchaser:

Signature:

Name:

Title/position:

RFQ ANNEX 1: Purchaser's Requirements

[The Purchaser shall complete these tables, as appropriate, to enable the Supplier to prepare the Quotation]

Service	Description of Service	Specific Volume/users/MDAs	Place where Services shall be performed	Completion Period of Services
1	e-Registration		Kaduna State Public Procurement Authority KADPPA	24 Months
2	e-Procurement Plan		Kaduna State Public Procurement Authority KADPPA	24 Months
3	e-Publishing/Notification		Kaduna State Public Procurement Authority KADPPA	12 Months
4	e-Tendering		Kaduna State Public Procurement Authority KADPPA	24 Months

5	e-Evaluation/Awarding		Kaduna State Public Procurement Authority KADPPA	24 Months
6	e-Contract Management		Kaduna State Public Procurement Authority KADPPA	36 Months
7	e-Reverse Auctions		Kaduna State Public Procurement Authority KADPPA	36 Months
8	Business Intelligence Reporting and Dashboard		Kaduna State Public Procurement Authority KADPPA	36 Months

Requirements of the Information System
(Including Technical, Functional and Performance Requirements)

The Requirement for the Information system are as described in the Framework Agreement Schedule 3: Schedule of Requirements.

Additional Requirements from Kaduna will be included as necessary:

SECTION XII - SUPPLIER QUOTATION FORM

From:	<i>[Insert Supplier's legal name]</i>
Supplier's Representative:	<i>[Insert name of Supplier's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Supplier's address]</i>
Email:	<i>[Insert Supplier's email address]</i>

To:	<i>[Insert Purchaser's legal name]</i>
Purchaser's Representative:	<i>[Insert name of Purchaser's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Purchaser's address]</i>

Framework Agreement (FA)	<i>[Insert short title of FA]</i>
FA Reference No.	<i>[Insert Purchaser's FA reference]</i>
Date of Framework Agreement:	<i>[Insert FA date]</i>

RFQ Ref No.:	<i>[Insert Purchaser's reference]</i>
Date of Quotation:	<i>[Insert date of Quotation]</i>

Dear *[insert name of Purchaser's Representative]*

SUBMISSION OF QUOTATION

1. Conformity and no reservations

In response to the above named RFQ we offer to provide the Services as per this Quotation and in conformity with the RFQ, Implementation and Completion Schedules, Requirements of the Information Systems, including Technical , Functional and Performance requirements, as well as Testing and compliance details. We confirm that we have examined and have no reservations to the RFQ, including the Call-off Contract.

2. Eligibility and conflict of interest

We declare that we continue to be qualified and meet the eligibility requirements and that we have no conflict of interest. If awarded the Call-off Contract, our services shall be sourced from eligible countries.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Nigeria and any State in Nigeria. Further, we are not ineligible under the Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

3. Quotation Price

The total price of our Quotation, excluding any unconditional discounts offered below is *[insert the total price of the Quotation in words and figures, indicating the various amounts and the respective currencies]*.

4. Unconditional Discounts

The unconditional discounts offered are: *[Specify in detail each discount offered.]*

The exact method of calculations to determine the net price after application of unconditional discounts is: *[Specify in detail the method that shall be used to apply the discounts]*.

5. Quotation Validity Period

Our Quotation shall be valid for the period specified in RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

6. Performance Security

We commit to obtain a Performance Security in accordance with the RFQ based on the terms of this Call of Contract.

7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation or execution of a Call-off Contract *[If none has been paid or is to be paid, indicate “none.”]*

Name of Recipient	Address	Reason	Amount

8. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject this Quotation, and
- b. annul the RFQ process at any time prior to the award of a Call of Contract without incurring any liability to Suppliers.

9. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Supplier:

Signature:

Name:

Title/position:

Telephone:

Email:

Grand Summary Cost Table

		Year 1				Year 2				Year 3						
		No. of MDAs	Unit Price		Cost		No. of MDAs	Unit Price		Cost		No. of MDAs	Unit Price		Cost	
			Local Currency	Foreign Currency	Local Currency	Foreign Currency		Local Currency	Foreign Currency	Local Currency	Foreign Currency		Local Currency	Foreign Currency	Local Currency	Foreign Currency
1.	Installation and Implementation Cost /Related Services Costs (from Installation and Related Cost Summary Table)	50					50					50				
2.	Recurrent Costs (from Recurrent Cost Summary Table)	50					50					50				
4.	Grand Totals (to Quotation Submission Form)															

Name of Supplier:	
Authorized Signature of Supplier:	

Installation and Implementation Cost /Related Services Cost Summary Table

Installation and Implementation Cost																
Line Item No.	Subsystem / Item	No. of MDAs/ Users	Year 1				Year 2				Year 3					
			Unit Price		Cost		Unit Price		Cost		Unit Price		Cost			
			Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency	Local Currency	Foreign Currency		
1	Project Mobilization and Planning	50					50					50				
2	Requirements gathering and blueprinting	50					50					50				
3	Solution Configuration and Customization	50					50					50				
4	Data digitization and migration	50					50					50				
5	Testing	50					50					50				
6	Training	50					50					50				
7	Project and Change Management	50					50					50				
8	Go-live and roll-out	50					50					50				

Installation and Implementation Cost

Line Item No.	Subsystem / Item	Year 1				Year 2				Year 3						
		No. of MDAs/ Users	Unit Price		Cost		No. of MDAs /Users	Unit Price		Cost		No. of MDAs /Users	Unit Price		Cost	
			Local Currency	Foreign Currency	Local Currency	Foreign Currency		Local Currency	Foreign Currency	Local Currency	Foreign Currency		Local Currency	Foreign Currency		
9	Post go-live services/ support	50					50					50				
SUBTOTALS																
TOTAL (To Grand Summary Table)																

Name of Supplier:	
Authorized Signature of Supplier:	

Recurrent Cost Summary Table

Line Item No.	Cost Item	Year 1			Year 2			Year 3		
		No. of MDAs	Local Currency Price	Foreign Currency Price	No. of MDAs	Local Currency Price	Foreign Currency Price	No. of MDAs	Local Currency Price	Foreign Currency Price
1	Service Subscription Summary Cost	50								
2	Technical Support Service Cost	50								
Subtotals (to Grand Summary Table)										

Name of Supplier:		
Authorized Signature of Supplier:		

Annual SaaS Service Subscription Cost

Line Item No.	Service/User Category	Year 1 / Phase 1 (e-Publishing/Notification)			Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)			Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)		
		Projected Volume (Users)	Local Currency Price	Foreign Currency Price	Projected Volume (Users)	Local Currency Price	Foreign Currency Price	Projected Volume (Users)	Local Currency Price	Foreign Currency Price
1	SaaS Subscription Service for Admin User									
2	SaaS Subscription Service for E-Procurement Plan User									
3	SaaS Subscription Service for E-Registration User									
4	SaaS Subscription Service for E-Publishing User									

Line Item No.	Service/User Category	Year 1 / Phase 1 (e-Publishing/Notification)			Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)			Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)		
		Projected Volume (Users)	Local Currency Price	Foreign Currency Price	Projected Volume (Users)	Local Currency Price	Foreign Currency Price	Projected Volume (Users)	Local Currency Price	Foreign Currency Price
5	SaaS Subscription Service for E-Tendering User									
6	SaaS Subscription Service for E-Evaluation/Award User									
7	SaaS Subscription Service for Business Intelligence Reporting and Dashboard									
8	SaaS Subscription Service for E-Contract Management User									

Line Item No.	Service/User Category	Year 1 / Phase 1 (e-Publishing/Notification)			Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)			Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)		
		Projected Volume (Users)	Local Currency Price	Foreign Currency Price	Projected Volume (Users)	Local Currency Price	Foreign Currency Price	Projected Volume (Users)	Local Currency Price	Foreign Currency Price
9	SaaS Subscription Service for E-Auction/Reverse Auction User									
TOTAL (Grand Summary)										

Name of Supplier:		
Authorized Signature of Supplier:		

Annual SaaS Technical Support Service Cost

Line Item No.	Service/User Category	Year 1 / Phase 1 (e-Publishing/Notification)			Year 2 / Phase 2 (e-Registration, e-Procurement Plan, e-Publishing/Notification, e-Tendering, e-Evaluation/e-Awarding)			Year 3 / Phase 3 (Business Intelligence Reporting and Dashboard, e-Contract Management and e-Reverse Auctions)		
		Projected Volume (Users)	Local Currency Price	Foreign Currency Price	Projected Volume (Users)	Local Currency Price	Foreign Currency Price	Projected Volume (Users)	Local Currency Price	Foreign Currency Price
1	User Support/Hot-Line									
2	Technical Assistance									
3	Warranty Defect Repair Service									
4	Post Warranty Maintenance Services									
	TOTAL (Grand Summary)									

Name of Supplier:		
Authorized Signature of Supplier:		

SECTION XIII - LETTER OF AWARD OF CALL-OFF CONTRACT

[date]

To: [name and address of the Supplier]

Subject: **Notification of Award of Call-off Contract No.**

In reference to the Framework Agreement [insert reference number and date]
, your Quotation [insert reference number and date] has been accepted.”]

Please find inclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within [insert no of days].

You are also requested to furnish a Performance Security within [insert no of days] in accordance with the Conditions of Call-off Contract, using for that purpose one of the Performance Security Forms included in the Framework Agreement Secondary Procurement Forms attached

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Call-off Contract

SECTION XIV - CALL-OFF CONTRACT FOR THE PROVISION OF E-GOVERNMENT PROCUREMENT (SAAS)

Framework Agreement (FA):	<i>[Kaduna State Government Framework Agreement for SaaS e-Procurement Solution]</i>
FA Date:	<i>[November 2019]</i>
FA reference number:	<i>[N/A]</i>
Service:	<i>[SaaS E-Procurement Solution]</i>

Purchaser:
<i>Kaduna State Public Procurement Authority (KADPPA) Sir Kashim Ibrahim House. 44, Polytechnic Road</i>

Supplier:
<i>[name of Supplier] [address]</i>

SERVICES (FCGP 1.3.a)				
Code	Name/description of service	Volume	Price	Total
<i>[insert code]</i>	<i>Provision of (describe the specific services) according to Framework Agreement Schedule 3: Schedule of Requirements. The price quoted in Schedule 5 of the Framework Agreement or as agreed with the selected Supplier shall be included in the Contract Price.]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:				
		Total		
Required Completion period [See Completion Periods in the FA]		<i>[insert period]</i>		

Contract Documents

- 1) The following documents shall be deemed to form and be read and construed as part of this Contract. This Contract shall prevail over all other contract documents.
 - (a) Letter of Award of Call-off Contract
 - (b) Supplier's Quotation
 - (c) Addenda No. ____ (if any)
 - (d) Specific Provisions of Call-off Contract
and by reference the following documents:
 - (e) Framework Agreement,
 - (f) Section A- Framework Agreement General Provisions,
 - (g) Section B- Framework Agreement Specific Provisions
 - (h) Schedule 1: Schedule of Requirements *[insert relevant items from schedule 1 as applicable to the Call-off contract such as technical specifications, functional and performance requirement]*
 - (i) Schedule 4: Framework (Call-off)Contract General Provisions
 - (j) *[List any other document]*

- 2) In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Call-off Contract, the Supplier hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 3) The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

Date: _____

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Date: _____

Attachment

1. Specific Provisions of Call-off Contract
2. Supplier's Quotation (if applicable)
3. *[Any other documents]*

SECTION XV - FRAMEWORK CONTRACT SPECIFIC PROVISION

The following Framework Contract Specific Provisions (FASP) shall supplement or amend the Framework Contract General Provisions (FCGP). Whenever there is a conflict, the provisions of the FCSP shall prevail over those in the Framework Contract General Provisions. For the purposes of clarity, any referenced FCGP clause numbers are indicated in the left column of the FCSP.

Section 1 - General Provisions

FCGP 1.1	This Framework (Call Off) Contract relates to the Supply and Installation of an E-Procurement Suite (Software as a Service) under a separate Call-off Contract, of <i>Implementation of an E-Procurement Suite (Software as a Service)</i> . The information system, and Related Services, are more fully described in Framework Agreement Schedule 3: Schedule of Requirements including, Technical Specifications, as well as functional and non-functional requirements
FCGP 1.1.2 (l)	The Post-Warranty Services Period is <i>24 months</i> starting with the completion of the Warranty Period.
FCGP 1.4.1	<p>Address of the Project Manager for the Purchaser under this Framework Contract:</p> <p>Physical Address:</p> <p>Postal Address:</p> <p>Email:</p> <p>Telephone Number:</p>

Section 2- SaaS e-Procurement Project Scope

FCGP 2.1	<p>The Service Provider’s obligations under the Framework Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Service Provider’s Quotation:</p> <ul style="list-style-type: none"> ▶ Software licenses, maintenance and upgrade/updates ▶ System and general-purpose software upgrade/updates, ▶ Technical services (Hot line and local support)
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Section 3 - Commencement, Modification, Termination and Completion

FCGP 3.1	Service Provider shall commence work on the System within: 7 days from the Effective Date of the Contract.
FCGP 3.3	Service Provider shall complete work on the System within: xxxx days from the Effective Date of the Contract.

Section 6 - Payments to the Service Provider

FCGP 6.1.1, 6.1.3	<p>Subject to the provisions of FCGP Clause 6.1 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories of Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Framework Contract.</p> <p>(a) Advance Payment</p> <p>ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security</p> <p>(b) Application Software Implementation Cost, with the exception of Custom Software and Custom Materials:</p> <p>sixty percent (60%) of the total or pro-rata Contract Price for this category against Installation and Activation</p> <p>twenty percent (20%) of the same price against Operational Acceptance.</p> <p>(c) Custom Software and Custom Materials:</p> <p>sixty percent (60%) of the total or pro-rata Contract Price for this category against Installation</p>
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	<p>twenty percent (20%) of the same price against Operational Acceptance.</p> <p>(d) Services other than Training:</p> <p>eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and Purchaser's approval of invoices:</p> <p>(e) Training</p> <p>thirty percent (30%) of the total Contract Price for training services at the start of the full training program</p> <p>fifty percent (50%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices.</p> <p>(f) Complete System Integration</p> <p>twenty percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Operational Acceptance of the System as an integrated whole.</p> <p>(g) Recurrent Costs</p> <p>one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Purchaser's approval of invoices.</p>
FCGP 6.1.5, 6.6	The Purchaser shall pay to the Service Provider interest on the delayed payments at a rate of: <i>LIBOR + 0.05 percent per annum.</i>
FCGP 6.1.6	The Service Provider will invoice the Purchaser in the currency used in the Framework Contract and the Price Schedules it refers to, for Services supplied locally, and the conversion between this currency and <i>Nigeria Naira</i> for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in <i>Central Bank of Nigeria.</i>

FCGP 6.2.1	<p>The Performance Security shall be denominated in the currency of the Quotation for an amount equal to 10% percent of the Contract Price, excluding any Recurrent Costs</p> <p>During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced 2% percent of the Contract Price, excluding any Recurrent Costs.</p>
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Section 7 - Installation, Testing, Commissioning and Acceptance of the System

FCGP 7.1.2	<p>There are no Framework Contract Specific Provisions applicable to FCGP Clause 7.1.2</p> <p>The Purchaser's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Purchaser in matters relating to the Contract: None</p>
FCGP 7.1.4	<p>There are no Framework Contract Specific Provisions applicable to FCGP Clause 7.1.4</p> <p>The Service Provider's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract: There shall be no additional Powers</p>
FCGP 7.2.1	<p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> (a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format); (b) Implementation Sub-Plan; (c) Training Sub-Plan; (d) Testing and Quality Assurance Sub-Plan; (e) Warranty Defect Repair and Technical Support Service Sub-Plan
FCGP 7.2.5	<p>The Supplier shall submit to the Purchaser:</p> <ul style="list-style-type: none"> h) Monthly and Quarterly) progress reports, summarizing: i) Monthly progress reports, summarizing: <ul style="list-style-type: none"> IX. Key activities per the Project Plan and results accomplished during the period; X. Cumulative deviations to date from schedule of

	<p>progress milestones as specified in the Agreed and Finalized Project Plan</p> <p>XI. Corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule</p> <p>XII. Project issues</p> <p>XIII. Project risks</p> <p>XIV. Other issues and outstanding problems; proposed actions to be taken</p> <p>XV. Resources that the supplier expects to be provided by the purchaser and/or actions to be taken by the Purchaser in the next reporting period;</p> <p>XVI. Other issues or potential problems the Supplier foresees that could impact on project progress and/or Effectiveness</p> <p>j) Quality Assurance Reports</p> <p>k) Lessons Learned Report</p> <p>l) Training Report</p> <p>m) Monthly log of service calls and problem resolutions</p> <p>n) End Project report</p>

Section 8 - Guarantees and Liabilities

FCGP 8.3.1	The Supplier shall obtain Third-Party Liability Insurance in the amount of USD1,000,000. The insured Parties shall be Kaduna State Government and all the Purchasers . The Insurance shall cover the period from Call Off Contract Effectiveness Date until expiration date

Section 9 - Settlement of Dispute

FCGP 9.3	<p>The proposed Adjudicator is: CYRIL OLUTAYO EGUNLAYI</p> <p>The proposed hourly fee is: USD 150</p> <p>The expenses that would be considered reimbursable to the Adjudicator are:</p> <ol style="list-style-type: none"> 1. Stationery 2. Telephone, fax and other direct communication costs
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	<p>3. Travel expenses (economy class) and local travel</p> <p>4. Per diem of USD100 covering accommodation and local out-of-pocket expense</p>
FCGP 9.4	<p>If the Supplier is from outside the Purchaser's Country arbitration proceedings shall be conducted in accordance with the rules of arbitration of: UNCITRAL. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Framework Agreement.</p> <p>If the Supplier is a national of the Purchaser's Country, any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country.</p>

SECTION XVI - PERFORMANCE SECURITY FORM (BANK GUARANTEE)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert: Name and Address of Purchaser]*

Date: *[insert: date]*

PERFORMANCE GUARANTEE No.: *[insert: Performance Guarantee Number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: amount(s)³ in figures and words]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s) in figures and words]*. This remaining guarantee shall expire no later than *[insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the

Operational Acceptance Certificate for the System, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

[Signature(s)]

SECTION XVII - ADJUDICATOR

In accordance with FCGP Clause 9.1 the agreed-upon Adjudicator is:

Name: [*insert: name*]

Title: [*insert: title*]

Address: [*insert: postal address*]

Telephone: [*insert: telephone*]

In accordance with FCGP 9.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: [*insert: hourly fees*]

Reimbursable Expenses: [*list: reimbursables*]

SECTION XVIII - INSTALLATION CERTIFICATE

Framework Agreement Date: *[insert: date]*

FA reference Number: *[insert: FA reference Number]*

Framework Agreement:

Call- Off Contract: *[insert: name and number of Call Off Contract]*

To: *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to FCGP Clause 7.8.1 (Installation of the System) of the Contract entered into between yourselves and the *[insert: name of Purchaser]* (hereinafter the "Purchaser") dated *[insert: date of Contract]*, relating to the *[insert: brief description of the Information System]*, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: *[insert: description]*
2. Date of Installation: *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *Project Manager*

SECTION XIX- OPERATIONAL ACCEPTANCE CERTIFICATE

Date: *[insert: date]*

FA reference Number: *[insert: FA reference Number]*

Framework Agreement:

Call- Off Contract: *[insert: name and number of Call Off Contract]*

To: *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to FCGP Clause 7.8.1 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the *[insert: name of Purchaser]* (hereinafter the "Purchaser") dated *[insert: date of Contract]*, relating to the *[insert: brief description of the Information System]*, we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): *[insert: description]*
2. Date of Operational Acceptance: *[insert: date]*

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *Approval Authority*

Advance Payment Security
Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert: Name and Address of Purchaser]*

Date: *[insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: Advance Payment Guarantee Number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Call Off Contract number]* for *[insert: title and/or brief description of the Call off Contract]* (hereinafter called "the Call Off Contract") to *[insert: complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

() *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance

payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.