



BIDDING DOCUMENT

For

Procurement of Learning Management System Software (MOODLE)

**Bid No.: NG-NUC-ICT-Dev-NC-RFB -001-26
BLUEPRINT'S INFORMATION AND COMMUNICATIONS
TECHNOLOGY DEVELOPMENT (BLUEPRINT-ICT-Dev)
PROJECT**

AFD Credit No. CN1090 01N

(AFD Financed)

Office Address:

National Universities Commission (ICT Dev. Project)

No. 26, Aguiyi Ironsi Street, Maitama, 900288, Abuja, Nigeria

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Email: ictdev@nuc.edu.ng & jaatah@nuc.edu.ng

September 2026

Standard Format for Invitation for Bids

Date: **18th September 2026**

Name of Country: **Nigeria**

Name of Project: **Blueprint-ICT-Dev Project**

IFB N°: **NG-NUC-ICT-Dev-NC-001-2026**

1. The **National Universities Commission** has received funds from the Agence Française de Développement towards the cost of **Blueprint's Information and Communications Technology Development (Blueprint -ICT-Dev) Project**. It is intended that part of the proceeds of these funds will be applied to eligible payments under the contract for **Learning Management System Software (Moodle)**.
2. The **National Universities Commission** now invites sealed bids from eligible bidders for the procurement of **Learning Management System Software (Moodle)** ("the Non-Consulting Services").
3. Interested eligible bidders may obtain further information from and inspect the Bidding Documents at the office of the **Project Coordinator, National Universities Commission at 26, Aguiyi Ironsi Street, Maitama, Abuja, Tel: +234 802 122 5843, ictdev@nuc.edu.ng & jaatah@nuc.edu.ng**. Bidding Documents may be inspected between the hours of **0900 and 1700**.
4. A complete set of Bidding Documents may be purchased by interested bidders upon submission of a written application to the addresses indicated above and upon payment of a non-refundable fee of **One hundred thousand Naira (N100,000.00) via Remita by generating a Remita Retrieval Reference (RRR) in favour of the National Universities Commission Secretariat, Access will be provided to enable bidders to download the Bidding document upon confirmation of payment**.
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Agence Française de Développement's *Bidding Documents for Procurement of Non-Consulting Services*.
6. Bids must be delivered to the above office on or before **12:00 pm on 13th November 2026** and must be accompanied by a Bid Securing Declaration.
7. Bids will be opened in public and in the presence of bidders' representatives who choose to attend at **12:01 pm on 13th November 2026** at the
National Universities Commission - (Blueprint-ICT-Devs) Project
Peter Okebukola Building
26, Aguiyi Ironsi Street,
Maitama
900288, Abuja
Nigeria
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BIDDING DOCUMENTS

for

Procurement of

Learning Management System Software (Moodle).

IPC No: NG-NUC-ICT. Dev-NC-001-2026

Project: Blueprint's Information and Communications
Technology Development (Blueprint -ICT Dev) Project

Purchaser: *National Universities Commission*

Country: *Nigeria*

Issued on: *18th September 2026*

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the Procurement of Non - Consulting Services and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Procurement Competition (IPC) are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) If the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day.
2. **Source of Funds**
 - 2.1 The Purchaser **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the Agence Française de Développement (hereinafter called “the AFD”), toward the project named **in BDS**. The Purchaser intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
3. **Prohibited Practices**
 - 3.1 The AFD requires compliance with its policy regarding prohibited practices as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the AFD to inspect all accounts, records and other documents relating to the submission of the application, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the AFD.
4. **Eligible Bidders**
 - 4.1 A Bidder may be a firm that is a private entity, a state-owned entity- subject to ITB 4.3- 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 the Contract in accordance with the Contract terms. 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 the Contract, during contract execution.
 - 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 bidding process; or
- (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Non - Consulting Services that are the subject of the bid; or
- (g) Any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or
- (h) Has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the AFD throughout the procurement process and execution of the contract.

4.3 The AFD's eligibility criteria to bid are described in Section V, Eligibility criteria.

4.4 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the execution of a Bid-Securing Declaration.

4.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Non - Consulting

5.1 All the Non - Consulting Services and Related Services to be supplied under the Contract and financed by the AFD may have their origin in any country in accordance with Section V, Eligibility Criteria.

**Services and
Related Services**

- 5.2 For purposes of this Clause, the term “Non - Consulting Services” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the Non - Consulting Services have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

**6. Sections of
Bidding
Documents**

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 - Bidding Procedures

- Section I. Instructions to Bidders (ITB);
- Section II. Bidding Data Sheet (BDS);
- Section III. Evaluation and Qualification Criteria;
- Section IV. Bidding Forms;
- Section V. Eligibility Criteria;
- Section VI. AFD Policy - Prohibited Practices and Environmental and Social Responsibility;

PART 2 - Supply Requirements

- Section VII. Schedule of Requirements;

PART 3 - Contract

- Section VIII. General Conditions of Contract (GCC);
- Section IX. Special Conditions of Contract (SCC);
- Section X. Contract Forms.

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Documents, responses to requests for clarification or Addenda to the Bidding Documents 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 Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

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| 7. Clarification of Bidding Documents | 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the BDS . The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 14 (fourteen) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS , the Purchaser shall also promptly publish its response at the web page identified in the BDS . Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2. |
| 8. Amendment of Bidding Document | <p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents 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.</p> <p>8.3 To give 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 22.2.</p> |

C. Preparation of Bids

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| 9. Cost of Bidding | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser 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 BDS . 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 into the language specified in the BDS , in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 11. Documents Comprising the Bid | <p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Bid submission Form and the Bidding Forms in accordance with ITB 12; (b) Completed schedules, in accordance with ITB 12 and 14; (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1; |

- (d) Alternative bids, if permissible, in accordance with ITB 13;
- (e) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) Statement of Integrity, Eligibility and Environmental and Social Responsibility duly signed, in accordance with ITB 12;
- (g) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (i) Documentary evidence in accordance with ITB 16, that the Non - Consulting Services and Related Services to be supplied by the Bidder are of eligible origin;
- (j) Documentary evidence in accordance with ITB 16 and 29, that the Non - Consulting Services and Related Services conform to the Bidding Documents;
- (k) Any other document **required in the BDS**.

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. 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.

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

12. Bid Submission Form, Bidding Forms and Statement of Integrity and Price Schedules

12.1 The Bid Submission Form, the Bidding Forms and the Statement of Integrity and Price Schedules shall be prepared 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 20.4. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Bid Submission Form.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The term CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligibility Criteria. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligibility Criteria. Prices shall be entered in the following manner:
- (a) For Non - Consulting Services manufactured in the Purchaser's Country:
- (i) The price of the Non - Consulting Services quoted CIP named place of destination, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Non - Consulting Services; and
- (ii) Any Purchaser's Country sales tax and other taxes which will be payable on the Non - Consulting Services if the contract is awarded to the Bidder.

- (b) For Non - Consulting Services manufactured outside the Purchaser's Country, to be imported:
 - (i) The price of the Non - Consulting Services, quoted CIP named place of destination, in the Purchaser's Country, **as specified in the BDS**; and
 - (ii) Any Purchaser's Country sales and other taxes which will be payable on the Non - Consulting Services if the contract is awarded to the Bidder.
- (c) For Non - Consulting Services manufactured outside the Purchaser's Country, already imported:
 - (i) The price of the Non - Consulting Services, quoted CIP named place of destination, excluding the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Non - Consulting Services already imported;
 - (ii) All custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Non - Consulting Services already imported in the Purchaser's country, payable on the Non - Consulting Services, if the Contract is awarded to the Bidder;
 - (iii) Any Purchaser's Country sales and other taxes which will be payable on the Non - Consulting Services if the contract is awarded to the Bidder; and
- (d) For Related Services specified in Section VII - Schedule of Requirements:
 - (i) The price of each item comprising the Related Services (exclusive of any applicable taxes);
 - (ii) All custom duties, sales and other taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

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| 15. Currencies of Bid and Payment | 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS . 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 BDS . |
| 16. Documents Establishing the Eligibility and Conformity of the Non - Consulting | 16.1 To establish the eligibility of the Non - Consulting Services and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |

**Services and
Related Services**

- 16.2 To establish the conformity of the Non - Consulting Services and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Non - Consulting Services conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Non - Consulting Services and Related Services, demonstrating substantial responsiveness of the Non - Consulting Services and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Non - Consulting Services during the period **specified in the BDS** following commencement of the use of the Non - Consulting Services by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

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

- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) That, if **required in the BDS**, a Bidder that does not manufacture or produce the Non - Consulting Services it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Non - Consulting Services to supply these Non - Consulting Services in the Purchaser's Country;
 - (b) That, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18. Period of
Validity of Bids**

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2 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. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**;
 - (b) In the case of adjustable price contracts, no adjustment 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.

19. Bid Security

- 19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) An unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) An irrevocable letter of credit;
 - (c) A cashier's or certified check; or
 - (d) Another security **specified in the BDS**;
- from a reputable source from an eligible country as specified in Section V, Eligibility Criteria. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.
- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any extension thereto provided by the Bidder; or
 - (b) If the successful Bidder fails to:

- (i) Sign the Contract in accordance with ITB 41; or
 - (ii) Furnish a performance security in accordance with ITB 42.
- 19.8 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9 If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any extension thereto provided by the Bidder; or
 - (b) If the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;
- the Purchaser may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

- 20.1 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 BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 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 BDS** 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.
- 20.3 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. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, then the Bid shall be signed by every member of the proposed JV.
- 20.4 Any inter-lineation, 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

21. Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
 - (b) Be addressed to the Purchaser in accordance with ITB 22.1;
 - (c) Bear the specific identification of this bidding process indicated in ITB 1.1; and
 - (d) Bear a warning not to open before the time and date for bid opening.
- 21.3 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.

22. Deadline for Submission of Bids

- 22.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS. When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2 The Purchaser may, at its discretion, extend the deadline for the 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 previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

- 24.1 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 (the power of attorney) in accordance with ITB 20.2. 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 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”; and

- (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 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 Bid Submission Form or any extension thereof.

25. Bid Opening

25.1 Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25 all bids received by the deadline (regardless of the number of bids received), at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted, in accordance with ITB 22.1, shall be as **specified in the BDS**.

25.2 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. 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. 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.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Bid Submission Form and the Price Schedules are to be initialed by a minimum of three representatives of the Purchaser attending bid opening. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

25.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot

(contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. 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

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, and comparison of the bids, and qualification of the Bidders and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, and comparison of the bids, and qualification of the bidders, or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. 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, including any voluntary increase or decrease, 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 31.
- 27.2 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.

- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Documents;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 29. Determination of Responsiveness**
- 29.1 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.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents 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 Non - Consulting Services and Related Services specified in the Contract; or
 - (ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or
 - (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonmaterial nonconformities in the Bid.
- 30.2 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.

30.3 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.

31. Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (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.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.

33. Margin of Preference

33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.

34. Evaluation of Bids

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid (evaluation will be done for Items or Lots (contracts), as **specified in the BDS**), the Purchaser shall consider the following:

- (a) The Bid Price as quoted in accordance with clause 14;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) Price adjustment due to discounts offered in accordance with ITB 14.4;

- (d) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
 - (e) Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 32;
 - (f) The additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Non - Consulting Services manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the Non - Consulting Services if a contract is awarded to the Bidder;
 - (b) In the case of Non - Consulting Services manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Non - Consulting Services if the contract is awarded to the Bidder;
 - (c) In the case of Related Services, customs duties and sales and other similar taxes that will be payable on the Related Services if the contract is awarded to the Bidder;
 - (d) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Non - Consulting Services and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified** in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in Section III, Evaluation and Qualification Criteria.
- 34.7 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Purchaser's estimate, the Purchaser shall require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those

prices with the supply requirements and the method and schedule proposed. If one or several inconsistencies are evidenced, the bid shall be declared non-compliant and rejected.

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| 35. Comparison of Bids | 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. |
| 36. Qualification of the Bidder | <p>36.1 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 qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.</p> <p>36.3 An affirmative determination shall be a prerequisite for award of the Contract 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 bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p> |
| 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | 37.1 The Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |

F. Award of Contract

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| 38. Award Criteria | 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 39. Purchaser's Right to Vary Quantities at Time of Award | 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Non - Consulting Services and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| 40. Notification of Award | 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Non - Consulting Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. |

40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/Non - Consulting Services, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/Non - Consulting Services, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the AFD that signing of the Contract 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 products/Non - Consulting Services, systems or services under the terms of the Contract.

42. Performance Security

42.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The number of the Invitation for Bids is NG-NUC-ICT-Dev-NC-RFB-001-2026
ITB 1.1	The Purchaser is: <i>National Universities Commission</i>
ITB 1.1	The name and identification number of the IPC are <i>Procurement of Learning Management System (MOODLE) Software; NG-NUC-ICT-Dev-NC-RFB-001-2026</i> The number, identification and names of the lots (contracts) comprising this IPC are: <i>Not Applicable</i>
ITB 2.1	The name of the Project is: <i>Blueprint's Information and Communications Technology Development (Blueprint -ICT Dev) Project</i>
	B. Contents of Bidding Documents
ITB 7.1	For <u>clarification of bid purposes</u> only, the Purchaser's address is: The National Universities Commission- (ICT Dev Project Attention: <i>Dr. Joshua A. Atah, Room 7 Peter Okebukola Building,</i> National Universities Commission, 26 Aguiyi Ironsi Street, City: Abuja, 900288, Abuja, Nigeria Tel: + 2348033145148 E-mail: jaatah@nuc.edu.ng E-mail: ictdev@nuc.edu.ng
ITB 7.1	Web page: _____

	C. Preparation of Bids
ITB 10.1	The language of the bid is English. All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.
ITB 11.1 (k)	The Bidder shall submit the following additional documents in its bid: <i>Not Applicable</i>
ITB 13.1	Alternative Bids “ <i>shall not be</i> ” considered.
ITB 14.5	The prices quoted by the Bidder “ <i>shall not</i> ” be adjustable.
ITB 14.6	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 100 percent of the quantities specified for this item of a lot.
ITB 14.7	The Incoterms edition is Incoterms 2010. However, the definition of the place and date associated with “delivery” is modified as follows: (a) Under “CIP” Incoterms defines “delivery” as the place and date where risk transfers from the seller to the buyer; (b) In these Bidding Documents, when using “CIP” and not referring to the transfer of risk, the term “delivery” shall be interpreted as the date and place where the Non - Consulting Services and Related Services arrive at the <u>named place of destination</u>, and this date should be reflected in the Delivery and Completion Schedule.
ITB 14.8 (b) (i)	Named Place of Destinations: University of Calabar Obafemi Awolowo University, Ile-Ife University of Maiduguri Bayero University, Kano Modibbo Adama University, Yola
ITB 15.1	The prices shall be quoted by the bidder in: [<i>Euro (€) or United States Dollars US\$</i>] 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.
ITB 16.4	Period of time the Non - Consulting Services are expected to be functioning (for the purpose of spare parts): <i>Not Applicable</i>

ITB 17.2 (a)	Manufacturer's authorization is: <i>"required"</i> <i>Note the bid is for only Moodle accredited partners. All partners must submit a certificate of accreditation from MOODLE along with their submission.</i>
ITB 17.2 (b)	After sales service is: <i>"required"</i>
ITB 18.1	The bid validity period shall be 90 days.
ITB 18.3 (a)	The bid price shall be adjusted by the following factor <i>Not Applicable</i>
ITB 19.1	A Bid-Securing Declaration <i>"is"</i> required.
ITB 19.3 (d)	Other types of acceptable securities: <i>"none"</i>
ITB 19.9	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Purchaser will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of Five <u>(5) years</u> .
ITB 20.1	In addition to the original of the bid, the number of copies is: <u>One (1)</u>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>"a power of attorney established in the name of the signatory of the bid"</i>
D. Submission and Opening of Bids	
ITB 22.1	For bid submission purposes, the Purchaser's address is: Attention: <i>[Dr. Joshua A. Atah – Project Coordinator</i> National Universities Commission- (ICT Dev.) Project Room 9, First Floor, Peter Okebukola Building 26, Aguiyi Ironsi Street, Maitama 900288, Abuja Nigeria The deadline for the submission of bids is: Date: <i>6th November 2026</i> Time: <u>12:00pm</u>
ITB 22.1	Bidders <i>"shall not"</i> have the option of submitting their bids electronically.
ITB 25.1	The bid opening shall take place at: National Universities Commission- (ICT Dev.) Project Room 6, First Floor, Peter Okebukola Building

	26, Aguiyi Ironsi Street, Maitama 900288, Abuja Nigeria Date: 6th November 2026 Time: <u>12:01pm</u> No minimum number of bids is required in order to proceed to bid opening.
	E. Evaluation and Comparison of Bids
ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in different currencies into a single currency is: <u>Nigeria Naira</u> The source of exchange rate shall be: [insert the name of the source (e.g., the Central Bank of Nigeria (https://www.cbn.gov.ng/rates/ExchRateByCurrency.html)] The date for the exchange rate shall be <u>6th November 2026</u>
ITB 33.1	<i>[To be inserted only if required by local regulations and subject to prior approval from AFD]</i> A margin of domestic preference “<i>shall not</i>” apply. If domestic preference shall be a bid-evaluation factor, the application methodology shall be specified in Section III, Evaluation and Qualification Criteria.
ITB 34.2	Evaluation will be done for: <i>Bids will be evaluated for each item, and the Contract will comprise the item(s) awarded to the successful Bidder.</i>
	F. Award of Contract
ITB 39.1	The maximum percentage by which quantities may be increased is <i>percentage not exceeding 15%</i> The maximum percentage by which quantities may be decreased is <i>percentage not exceeding 15%</i>

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

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1. Evaluation (ITB 34)

1.1 Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of Bids for Non - Consulting Services may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.2 (f), using the following criteria and methodologies.

(a) Delivery Schedule

The Non - Consulting Services specified in the List of Non - Consulting Services are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements – Delivery Schedule as follows: **0.5% of the bid price per week**

1.2. Multiple Contracts (ITB 34.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, 2. Qualification (ITB 36)).

The Purchaser shall:

- (a) Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.6;
- (b) Take into account:
 - (i) The lowest-evaluated bid for each lot; and
 - (ii) The price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

2. Qualification (ITB 36)

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the tables below shall not be used in the evaluation of the Bidder's qualifications.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
1.3	AFD Eligibility	Not being ineligible for AFD financing, as described in ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Statement of Integrity (appendix to Bid Submission Form)
1.4	State-owned Entity	Meets conditions of ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Termination of a contract ¹ did not occur as a result of Supplier default in the past 5 years.	Must meet requirement ²	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid Securing Declaration by the Purchaser or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.4 or withdrawal of a Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	Pending Litigation	All pending litigation shall in total not represent more than one hundred percent (100%) of the Bidder’s net worth and shall be treated as resolved against the Bidder.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

¹ Non-performance shall include all terminations of contracts where (a) non-performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the supplier. Non-performance shall not include contracts where Purchasers decision was overruled by the dispute resolution mechanism.

² This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities	Submission of audited balance sheets or if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last Three (3) years to demonstrate the current soundness of Bidder's financial position based on the following criteria: a) liquidity ratio ≥ 1.1 ((Current Assets) / (Current Liabilities) ≥ 1.1) b) indebtedness ratio $\leq 80\%$ ((Total Liabilities) x 100 / (Total Assets) $\leq 80\%$)]	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 3.1, with attachments
3.2	Average Annual Supplier Turnover	Minimum average annual supplier turnover of <u>Two hundred and twenty-five thousand Euros (€225,000.00)</u> calculated as total certified payments received for contracts in progress and/or completed within the last <i>Five (5) years</i> .	Must meet requirement	Must meet requirement	Must meet twenty-five percent (25%) of the requirement	Must meet forty percent (40%) of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1	Similar Experience	A minimum number of similar ³ contracts specified below that have been satisfactorily and substantially ⁴ completed as Supplier, or joint venture member ⁵ , between (1st January 2020 and application submission deadline: <u>Two (2) contracts, each of minimum value of One hundred and thirty-five thousand Euros (€135,000.00).</u>	Must meet requirement	Must meet requirement ⁶	N/A	N/A	Form EXP 4.1
4.2	Specific Experience	Availability at the bid submission date in the Purchaser’s Country of spare parts and after sales services facilities in operation for at least 6	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 4.1

³ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Schedule of Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

⁴ Substantial completion shall be based on 80% or more completed under the contract.

⁵ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

⁶ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		months for the Non - Consulting Services offered in the Bid ⁷					

⁷ An acceptable alternative to meet this requirement is the evidence by the Bidder of one successful experience in the past five (5) years of creating and operating for a period of time exceeding one year an after sales services facility in a foreign country.

3. Domestic Preference (ITB 33)

Not Applicable

Section IV. Bidding Forms

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Bid Submission Form

[The Bidder shall prepare his Bid Submission Form on a Letterhead paper specifying his name and address]

Date: _____

IPC No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) _____;
- (b) We have no conflict of interest in accordance with ITB 4.2;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.4;
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Non - Consulting Services: _____;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:
 - i) In case of only one lot, total price of the Bid _____
 - ii) In case of multiple lots, total price of each lot _____
 - iii) In case of multiple lots, total price of all lots (sum of all lots) _____
- (f) The discounts offered and the methodology for their application are:
 - i) The discounts offered are: _____
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: _____
- (g) Our bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
- (i) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand and accept that the Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders; and
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder**_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____

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

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

Appendix to Bid Submission Form

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference name of the Bid/Proposal/Contract signed⁸ _____ (the “**Contract**”)
 To: _____ (the “**Contracting Authority**”)

1. We recognize and accept that Agence Française de Développement (“**AFD**”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, Non - Consulting Services, plants, equipment, consulting services , or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,⁹ nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution¹⁰ having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:
 - a) Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
 - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
 - c) Having created an entity in a different jurisdiction (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;

⁸ In the case of a Contract already signed to be refinanced.

⁹ Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).

¹⁰ Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings.

- 2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010¹¹ (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);
 - 2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;
 - 2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. We hereby certify that neither we, nor any party acting on our behalf¹², nor any members of our joint venture, , , nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
 - a. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions measures** adopted by the United Nations, the European Union and/or France;
 - b. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions measures** adopted by the United Nations, the European Union and/or France;
 - c. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
 4. We hereby certify that neither we, nor any party acting on our behalf,² nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been (*in the case of refinancing for a Contract already awarded*)] in any of the following situations of conflict of interest:
 - 4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
 - 4.2 Having business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our

¹¹ World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development.

¹² Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not).

- respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;
- 4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;
 - 4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;
 - 4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;
 - 4.7 In the case of a procurement procedure for works, plants, equipment or Non - Consulting Services, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.
5. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
 6. In the context of the procurement and performance of the Contract:
 - 6.1 Neither we, nor any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.¹³
 - 6.2 Neither we, nor or any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided (*in the case of refinancing for a Contract already awarded*)] in sectors subject to an embargo by the United Nations, the European Union or France.
 7. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,² any members of our joint venture, and any of our subcontractors undertake to:
 - 7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
 - 7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
 - 7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental

¹³ For informational purposes, this policy can be accessed via the following link: <https://www.afd.fr/en/combating-corruption>.

conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.

7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.

7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

8. We, any party acting on our behalf,² the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.

9. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(*):

Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)

(*): If no amount has been paid or is to be paid, indicate "None".

10. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of:¹⁴ _____

Signature: _____

Dated: _____

¹⁴ In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant.

Form ELI-1.1: Bidder Information Form

Date: _____
IPC No. and title: _____
Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of constitution: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of constitution:
Bidder's legal address [in country of constitution]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Constitution (or equivalent documents of association) of the legal entity named above; ☐ 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 4.3 documents establishing: a) Legal and financial autonomy; b) Operation under commercial law; c) Establishing that the Bidder is not dependent agency of the Purchaser.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI-1.2: Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

Date: _____
IPC No. and title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of constitution:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Constitution (or equivalent documents of association) of the legal entity named above; ☐ In case of a state-owned enterprise or institution, documents establishing: a) Legal and financial autonomy; b) Operation in accordance with commercial law; and c) Absence of dependent status, in accordance with ITB 4.3. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON-2: Historical Contract Non-Performance, Pending Litigation and Litigation History

(to be completed by the Bidder and by each member of the Bidder's JV)

Bidder's Name: _____

Date: _____

JV Member's Name _____

IPC No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January <i>[insert current year number less 5]</i> specified in Section III, Evaluation and Qualification Criteria, subclause 2.1.			
☐ Contract(s) not performed since 1st January <i>[insert current year number less 5]</i> specified in Section III, Evaluation and Qualification Criteria, subclause 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ No pending litigation in accordance with Section III, Qualification Criteria and Requirements, subclause 2.3.			
☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, subclause 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ Equivalent (exchange rate)
		Contract Identification: _____ Name of Purchaser: _____ Address of Purchaser: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Form FIN-3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member's Name _____

IPC No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, US\$ equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITB 15 for the exchange rate

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) Reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member);
- (b) Be independently audited or certified in accordance with local legislation;
- (c) Be complete, including all notes to the financial statements;
- (d) Correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹⁵ for the _____ years required above and complying with the requirements.

¹⁵ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN-3.2: Average Annual Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

IPC No. and title: _____

Page _____ of _____ pages

		Annual turnover data	
Year	Amount Currency	Exchange rate	US\$ equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form EXP-4.1: Experience

Bidder's Legal Name: _____

Date: _____

JV Member's Legal Name: _____

IPC No.: _____

Page _____ of _____ pages

Similar Contract No. __ /insert specific number] of [total number of contracts] __ required	Information	
Contract Identification	_____	
Award date	_____	
Completion date	_____	
Role in Contract	_____	
Total contract amount	_____	US\$ equivalent____ _____
If member in a JV, specify participation in total contract amount	_____ %	US\$ equivalent_____
Purchaser's Name:	_____	
Address:	_____	
Telephone/fax number:	_____	
E-mail:	_____	

Form EXP – 4.1 (cont.) Experience (cont.)

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

Similar Contract No. __ /insert specific number] of [total number of contracts] __ required	Information
Description of the similarity in accordance with Sub-Factor 4.1 or 4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Other Characteristics	_____

Price Schedule Forms

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

Price Schedule: Non - Consulting Services Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, Non - Consulting Services to be imported) Currencies in accordance with ITB Sub-Clause 15						Date: _____ IPC No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8
Line Item N°	Description of Non - Consulting Services	Country of Origin	Delivery Date at named place of destination	Quantity and physical unit	Unit price CIP [insert named place of destination] in accordance with ITB 14.8(b)(i)	Sales and other taxes paid or payable per item if Contract is awarded, in accordance with ITB 14.8(b)(ii)	Total Price per Line item (Col. 5x6)
1	Supply of Learning Management System Software (Moodle) at University of Calabar		One (1) Month after Contract effectiveness	1			
2	Supply of Learning Management System Software (Moodle) at University of Maiduguri		One (1) Month after Contract effectiveness	1			
3	Supply of Learning Management System Software (Moodle) at Modibo Adama University Yola		One (1) Month after Contract effectiveness	1			
4	Recurrent Cost		One (1) Month after Contract effectiveness	1			
Total Price							

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [Insert Date]

Price and Completion Schedule - Related Services

Currencies in accordance with ITB Clause 15						Date: _____ IPC No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8
Service N°	Description of Services	Country of Origin	Delivery Date at named place of destination	Quantity and physical unit	Unit Price net of duties and applicable taxes, in accordance with ITB 14.8 (d) (i)	Duties and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(d)(ii)	Total Price per Service net of duties and taxes (Col.5 x 6)
1	Maintenance of Learning Management System Software (Moodle) at University of Calabar		One month after contract effectiveness	1			
2	Maintenance of Learning Management System Software (Moodle) at Bayero University Kano		One month after contract effectiveness	1			

3	Maintenance of Learning Management System Software (Moodle) at Obafemi Awolowo University Ile – Ife		<i>One month after contract effectiveness</i>	1			
4	Maintenance of Learning Management System Software (Moodle) at University of Maiduguri		<i>One month after contract effectiveness</i>	1			
5	Maintenance of Learning Management System Software (Moodle) at Modibo Adama University Yola		<i>One month after contract effectiveness</i>	1			
6	Training of Staff 1n Learning Management System Software (Moodle) at University of Calabar			7000			
7	Training of staff 1n Learning Management System Software (Moodle) at Bayero University Kano			7000			
8	Training of staff in Learning Management System Software (Moodle) at Obafemi Awolowo University Ile – Ife			1500			
9	Training of Staff in Learning Management System Software (Moodle) at University of Maiduguri			7000			

10	Training of Staff in Learning Management System Software (Moodle) at Modibo Adama University Yola			3000			
				Total Price			

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our Bid during the period of bid validity specified in the Form of Bid, or any extension thereto provided by us; or
- (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity or any extension thereto accepted by us, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members of the Joint Venture that submits the bid.]

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Non - Consulting Services manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Non - Consulting Services, manufactured by us:
[insert name and or brief description of the Non - Consulting Services],

and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Non - Consulting Services offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V. Eligibility Criteria

Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all Non - Consulting Services, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of Non - Consulting Services, works, plants, consulting services or non-consulting services.
2. A Person¹⁶ may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors¹⁷, employees or agents (be it declared or not):
 - 2.1 Is bankrupt, being wound up or ceasing its activities, is having its activities administered by the courts, has entered into receivership, or is in any analogous situation arising from any similar procedure;
 - 2.2 Has, within the past five years, been subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution¹⁸ having notably an extinctive effect on public action, either (i) in the country of constitution of the Person, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution or (v) pronounced by a competent authority in France, for:
 - a) Prohibited Practices¹⁹, or any other offence committed in the context of the procurement or performance of a Contract, subject to additional information, such as a compliance program, that such Person (or, respectively, their subcontractor, Director, employee or agent) may consider useful to provide in the context of the Statement of Integrity, that would give grounds to consider that this sanction, conviction or other resolution is not relevant in the context of the present Contract;
 - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
 - c) Having created an entity in a different jurisdiction with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction where it has its registered office, its central administration or its principal place of business, or for being an entity created with the intention of avoiding such obligations;
 - 2.3 Has been subject to a termination fully settled against it within the past five years due to a significant or persistent breach of its contractual obligations during the performance of a

¹⁶ Means any natural or legal person, as well as any association or group of several such persons

¹⁷ Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

¹⁸ Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Admission of Guilt (CRPC), a negotiated resolution agreement, or any other similar form of transaction ending the proceedings.

¹⁹ As defined in Section VI – AFD Policy – Prohibited Practices – environmental and social responsibility

- Contract, unless (i) such termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against it;
- 2.4 Has been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010.²⁰ In the event of such ineligibility, the Person may attach additional information to the Statement of Integrity that would give grounds to consider that this ineligibility is not relevant in the context of this Contract;
- 2.5 Has not fulfilled their obligations relating to the payment of their taxes or social contributions, in accordance with the legal provisions of their country of incorporation, or those of the country of the Contracting Authority;
- 2.6 Has produced falsified documents or has been guilty of misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. In addition, a Person may not be awarded an AFD-financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors, employees, agents (be it declared or not), direct or indirect shareholders, or subsidiaries, acting with its knowledge or consent:
- 3.1 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to individual sanctions measures adopted by the United Nations, the European Union and/or France;
- 3.2 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to sectoral sanctions measures adopted by the United Nations, the European Union and/or France;
- 3.3 Is ineligible for the implementation of the Project by way of any other international sanctions measures pronounced by the United Nations, the European Union or France.
4. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, *inter alia*, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

²⁰World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank and European Bank for Reconstruction and Development.

Section VI. AFD Policy - Prohibited Practices– environmental and social responsibility

1. Prohibited Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants shall respect the highest ethical principles during the procurement and performance of Contracts. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of Non - Consulting Services, works, plants, consulting services or non-consulting services.

For the purpose of this provision, AFD introduces the concept of Prohibited Practices, referring to acts as defined in the “General Policy to Prevent and Combat Prohibited Practices”²¹ available on the AFD website and in the document titled “Procurement Guidelines for AFD-Financed Contracts in Foreign Countries”²².

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that they have not engaged, nor will they engage, in any Prohibited Practices during the procurement and execution of the Contract.

A Person²³ or any of its subcontractors, Directors²⁴, employees or agents (be it declared or not), may not be awarded an AFD-financed Contract if on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it has engaged in a Prohibited Practice, directly or by means of an agent (be it declared or not), for the purpose of being awarded this Contract.

Moreover, AFD requires including in the procurement documents and AFD-financed contracts a provision requiring that applicants, bidders, suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to investigate, including the inspection of their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

For the purpose of detecting and effectively combating Prohibited Practices, AFD has established a whistleblowing mechanism open to third parties: anyone can thereby directly report an allegation of a Prohibited Practice to AFD’s Investigations Function, either:

- By e-mail, to the address investigationsGroupeAFD@tutanota.com, or
- By sending a letter to AFD’s Compliance Department, 5 rue Roland Barthes, 75012 Paris.

2. Environmental, Social, Health and Safety (ESHS) Responsibility, and Security

²¹ For more information, this Policy is available on the following link : <https://www.afd.fr/en/combating-corruption>

²² For more information, the Procurement Guidelines are available on the following link : <https://www.afd.fr/en/bid-invitations-and-procurement>

²³ Means any natural or legal person, as well as any association or group of several such persons.

²⁴ Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

In order to promote sustainable development, AFD seeks to ensure that internationally recognized ESHS standards are complied with in the Contracts it finances. Consequently, the applicants, bidders, consultants and their subcontractors shall undertake, by signing the Statement of Integrity, to:

- a) Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
- b) Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
- c) Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
- d) Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
- e) Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

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1. List of Non-Consulting Services and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder. The item list should be identical to the Price Schedule (Section IV)]

Line Item N°	Description of Non - Consulting Services	Quantity	Physical unit	Named place of Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date at named place of destination	Latest Delivery Date at named place of destination	Bidder’s offered Delivery date at named place of destination <i>[to be provided by the bidder]</i>
1	Supply of Learning Management System Software (Moodle) at University of Calabar	1	No.	Calabar	One Month	Two months	
2	Supply of Learning Management System Software (Moodle) at University of Maiduguri	1	No.	Maiduguri	One Month	Two months	
3	Supply of Learning Management System Software (Moodle) at Modibo Adama University Yola	1	No.	Yola	One Month	Two months	
4	Recurrent Cost	1	No.		One Month	Two months	

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Non - Consulting Services Delivery Dates]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Operation and Maintenance of LMS for University of Calabar	1		Online	3 Years
2	Operation and Maintenance of LMS for Obafemi Awolowo University, Ile-Ife	1		Online	3 Years
3	Operation and Maintenance of LMS for University of Maiduguri	1		Online	3 Years
4	Operation and Maintenance of LMS for Bayero University, Kano	1		Online	3 Years
5	Operation and Maintenance of LMS for Modibbo Adama University, Yola	1		Online	3 Years
6	Training of University of Calabar staff on LMS	7000		Online	3 Years
7	Training of Obafemi Awolowo University, Ile-Ife staff on LMS	1500		Online	3 Years
8	Training of University of Maiduguri staff on LMS	7000		Online	3 Years
9	Training of Bayero University, Kano staff on LMS	7000		Online	3 Years
10	Training of Modibbo Adama University, Yola on LMS	3000		Online	3 Years

2. Scope of Work and Technical Specifications

The Campus Wide License will be available for the following universities:

	Names of Each Institution	Email Domain	URL
1.	University of Calabar	@unical.edu.ng	https://www.unical.edu.ng
2.	Obafemi Awolowo University, Ile-Ife	@oauife.edu.ng	https://www.oauife.edu.ng
3.	University of Maiduguri	@unimaid.edu.ng	https://www.unimaid.edu.ng
4.	Bayero University, Kano	@buk.ng	https://www.buk.edu.ng
5.	Modibbo Adama University, Yola	@mautech.edu.ng	https://www.mautech.edu.ng

B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS

1.1 Legal and Regulatory Requirements to be met by the Information System.

- 1.1.1 The Information System MUST comply with the following laws and regulations:
 - 1.1.1.1 The data on the Servers hosted for Learning Management System cannot be taken by the software developer and is a property of National Universities Commission. If there is a need to share the data the National Universities Commission needs to give a written approval for sharing the same.
 - 1.1.1.2 *National Universities Commission will be the owner of the Licensing of the software and can share with any of the participating institutions as per the requirements.*
 - 1.1.1.3 *All renewals for software licensing will be direct and sole responsibility of National Universities Commission only and will be handled directly by National Universities Commission.*

1.2 Business Function Requirements to be met by the Information System

- 1.2.1 The Information System MUST support the following business functions
 - 1.2.1.1 Licensing

The National Universities Commission is looking at a LMS with no Limitations on the licensing plan and having full control over licensing as we plan to have a huge number of enrollments. The licensing should not be a function of cost.

1.2.1.2 Scalability

The Scalability of the LMS will only be a function of the hardware resources and development cost and not licensing cost. The supplier should be able to expand the operation of the LMS by adding onto the hardware without license cost involved.

1.2.1.3 Open Source

The LMS should be based on Open-source Codes and should be available to the National Universities Commission all the time for modification and upgrade if need be.

1.3 Architectural Requirements to be met by the Information System

1.3.1.1 Hardware Architecture:

National Universities Commission will be hosting the LMS in their own servers but will be fully managed and supporting by the supplier.

Supplier must provide a resilient and highly available LMS.

-
- a. Describe the hardware and architecture of the hosting environment. Identify the mechanisms used to ensure availability and resiliency of the proposed solution.

1.4 Systems Administration and Management Functions Required to be met by the Information System

1.4.1 The Information System 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:

Installation

National Universities Commission's right to inspect, test the product/ solution after delivery and where necessary reject the products/solution which does not meet the specification provided by NUC

Change Management

The Supplier ensure proper change management process covering Impact assessment, requirement and solution documents detailing changes made to the software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The source code will be delivered in appropriate version control tool maintained at the National Universities Commission's on site location

1.4.1.3 Operational Monitoring, Diagnostics, and Troubleshooting:

Operational Monitoring

Comprehensively monitor server hardware health

Get a detailed view of server health check status and performance of your server & Application Monitor proactively notifies National Universities Commission before possible critical issue arises.

Manage LMS server capacity and forecast resource utilization

Server & Application Monitor health monitoring reports to easily identify when server resources reach warning and critical thresholds. Trend peak and average capacity over time to make accurate capacity forecasts. Find and fix server capacity issues before they impact end-user productivity and business performance. Monitor key metrics including response time, CPU load, memory utilization, network latency, packet loss and more to plan for capacity, and resource utilization.

Diagnostics

In the event of system breakdown or failures at any stage, protection available, which would include the following, shall be specified.

- a. Diagnostics for identification of systems failures
- b. Protection of data/ Configuration
- c. Recovery/ restart facility
- d. Backup of system software/ Configuration

1.4.1.4 User Administration and Access Control; User and Usage Monitoring and Audit Trails:

Role-based access control feature for controlling user access to LMS Servers.

Capability for the National Universities Commission to define the admin and flexibility to define the rights within the system for various levels of admins as per policy documents.

RBAC can divide up superuser capabilities among several administrators.

Capacity to generate audit reports as per requirements on demand.

1.4.1.5 System and Information Security and Security Policies:

Application Authentication and Identity support using LDAP, SAML2, or OpenID

Data should be encrypted.

Information System should be protected at the application level using SSL.

1.4.1.6 Back-up and Disaster-Recovery:

Backup would be taken and stored on the NUC server and Supplier should be able to recover and restore the data using those backups in case of Disaster Recovery.

C. SERVICE SPECIFICATIONS – SUPPLY & INSTALL ITEMS

2.1 Documentation Requirements

2.6.1 The Supplier MUST prepare and provide the following Documentation.

2.6.1.1 End-User Documents:

The supplier will publish documentation for the end users. These documents will be available on the internet for National Universities Commission and will provide a comprehensive view on the working of the LMS.

1.6.1.2 Technical Documents:

The supplier will publish technical documentations for the end admin users. These documents will be available on the for National Universities Commission Admin and will provide a comprehensive view on the configurational, functional and design aspects of the LMS.

F. SERVICE SPECIFICATIONS – RECURRENT COST ITEMS

5.2 Technical Support

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

5.2.1.1 User support / hot line: *8*5 Business Hours Support via Phone and Email.*

5.2.1.2 Technical Assistance: *Technical Assistance team with a dedicated Incident Management and Support staff and Structure*

5.2.1.3 Post-Warranty Maintenance Services: *1 Year Support for the Software after the expiry of the warranty period.*

5.3 Requirements of the Supplier's Technical Team

5.3.1 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 Information System 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.*

5.3.1.1 Project Manager

5.3.1.2 Moodle Developer

5.3.1.3 Training Coordinator

5.3.1.4 Moodle Trainer

5.3.2 Expertise in Moodle LMS

- Proven track record of delivering Moodle LMS training to organizations of similar size or scope.
- Deep understanding of Moodle administration, configuration, course management, and user support.

5.3.3 Experienced Trainers

- Moodle trainers or educators with relevant credentials.
- Skilled in adult education, instructional design, and hands-on facilitation (face-to-face and online).

5.3.4 Strong Curriculum Development Capability

- Ability to create tailored training materials—including manuals, guides, videos, and assessment tools—aligned to the organization's needs.
- Experience in developing modular, scalable, and context-sensitive curricula.

5.3.5 Capacity for Large-Scale Training

- Logistical capability to manage scheduling, communications, and training delivery for large staff groups (e.g., 100–150 trainees per cohort).
- Availability of dedicated support staff, IT infrastructure, and learning environments (physical/virtual classrooms, demo LMS instances).

5.3.6 Monitoring, Evaluation, and Certification

- Systems for tracking attendance, progress, and assessment results.
- Experience in issuing certificates and conducting post-training evaluations.

5.3.7 References and Past Performance

- Successful completions of similar projects.
- Portfolio of past training projects for educational institutions, government, or corporate clients.

5.3.8 Continuous Support and Follow-Up

- Ability to offer post-training resources (helplines, online support, refresher courses).
- Willingness to provide train-the-trainer programs to build in-house capacity.

5.3.9 Compliance and Professional Standards

- Adherence to confidentiality, data protection, and intellectual property standards.
- Formal business registration, relevant professional or vendor certifications (if required by the contracting organization).
- Moodle Certified Partner Certificate by the Supplier.

4. Drawings – Not Applicable

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

5. Inspections and Tests

The following inspections and tests shall be performed:

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.

1. Communication

No.	National Universities Commission Required	Guaranteed	Comments
1.1	Solution allows students to opt in to "push" system and instructor notifications to Email; Text; Dashboard		
1.2	The solution provides multiple modes for instructors to communicate with students, even if students have disabled one or more modes of notification		

2. Active Learning and Collaboration

No.	National Universities Commission Need	Solution met need? (Y/N)	Comments
2.1	Support for video conference		
2.2	The solution provides Whiteboarding integration		
2.3	System allows users to modify their preferred name and have this preferred name appear to other students (in case it does not match the official name – e.g., transgender students).		
2.4	Intuitive discussion board design allows all users of all abilities to navigate easily among posts, threads and forums, and to search content		

3. Gradebook and Assessment

No.	National Universities Commission Required	Guaranteed	Comments
3.1	Solution supports custom view of grade center columns (instructor can move; hide; freeze; sort columns)		
3.2	Solution supports pre-defined and custom calculations for grade center columns (ex. Sum, Drop lowest/highest, Average)		
3.3	Solution supports predefined and custom grading schemas, and grade weighting by column and category		
3.4	Solution supports custom views of column groupings, based on multiple criteria (groups; performance; individual user; category and status; custom query)		
3.5	Solution provides attendance tool (or ability to mass-input a desired value into grade center column)		
3.6	Solution supports ability to clone columns with specific settings/configurations		
3.7	The solution supports creating custom columns independent of LMS content with all of the options that are available in auto-generated columns		
3.8	The solution supports column templates so that settings can be configured and multiple columns generated based on desired configuration		

3.9	The solution provides a way to import tests from and export tests to formatted Word documents (or similar commonly used format)		
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No.	National Universities Commission Required	Guaranteed	Solution met need? (Y/N)
3.1	The solution provides assessment autopsy/item level analysis to track detailed student activity to help students understand where / why students responded incorrectly; ability to assess Difficulty Index and Discrimination Index		
3.11	The solution allows instructors to provide a variety of feedback types (e.g., text, audio, video) on work submitted by students (assignments, discussions, quizzes, etc.)		
3.12	The solution provides student performance evaluation tools, activity reports, and automated alerts/notifications based on instructor- defined performance metrics.		
3.13	The solution provides simple, intuitive tools for responses / comments to student writing that do not require downloading/re-uploading the document, and that are integrated with gradebook and rubrics (i.e., inline grading)		
3.14	The solution provides notification/confirmation to student that s/he has submitted an assignment/assessment.		
3.15	The solution has the ability to integrate all gradable course content with rubrics		

4. Manage Learning Content

No.	National Universities Commission Required	Guaranteed	Solution met need? (Y/N)
4.1	Solution provides intuitive, robust tools to incorporate multimedia in all elements of LMS, including assessments and exam questions		
4.2	Ability to integrate adaptive learning content, open-source repositories, and third-party assessment tools, including test banks, from external systems		
4.3	In content areas or tools where users search and upload content and images, Videos the system supports integration with Creative Commons and similar licensing engines that source usage license and copyright restrictions.		
4.4	Solution preserves accessibility features and markup when importing or exporting content.		
4.5	Solution allows administrator to require users to add accessibility information (ALT-Tags) when uploading images.		

5. Learning Outcomes Reporting and Analysis

No.	National Universities Commission Required	Guaranteed	Comments Solution met Need? (Y/N)
5.1	The solution supports the entry of institutional goals, program and course level learning outcomes, and supports hierarchical organization of the goals and outcomes.		
5.2	The solution has a learning outcomes keyword and headings search function.		

5.3	The solution allows instructors to align course, program, and/or institutional level learning outcomes to assignments, rubrics, and <u>specific questions</u> on quizzes or exams.		
5.4	If an instructor selects existing course- level outcomes that have been aligned with program or institutional outcomes, the solution recognizes the connection. If an instructor creates or adds in new course-level outcomes, it prompts him/her to align each new outcome with either a program and/or institutional level outcome.		
5.5	The solution delivers reports on institutional, program, and course level learning outcomes, e.g., which content and assessments they are aligned to in the hierarchy.		
5.6	When an instructor has aligned quiz and exam questions to learning outcomes and after students have completed the assessment, the solution communicates areas of strength and weakness to both the instructor and the student.		
5.7	The solution allows for individual faculty to create their own rubrics or select common rubrics across the institution. In order to maintain consistent scoring interpretation, the common rubrics can be made read- only to the instructors; i.e., the scoring text descriptions cannot be edited, butthe rubric can still be used to assess and score student work. If changes are needed the instructor would be able to save it the common rubric as a new rubric.		

5.8	The solution offers administrative roles that align with the LMS organizational hierarchy. Role-based permissions allow designated staff to create, edit and manage outcomes at the appropriate course, program and institutional level, and develop and run ad-hoc reports.		
5.9	The solution has robust multi-level and cross-cutting learning outcomes attainment analytics and reporting features. This means that instructors can run their own assessment reports and administrators can look at student attainment of learning outcomes from exams and rubric-scored work at the student, course, program or institutional level.		
5.1	Data from assessments that are scored using common rubrics can be aggregated and viewed by course, program, or across the institution.		
5.11	Assessment data from individual or shared test questions that are mapped to shared learning outcomes can be aggregated at course, program and institutional levels.		
5.12	System provides early warning/student retention reports based on student performance on instructor-defined assessed content (assignments, exams, etc.). System allows administrators access to this data, per role-based permissions.		

6. Training

Train 25,500 staff in Moodle LMS functionality, use, and best practices

Training Delivery

- Conduct training needs assessment across all staff groups.
- Develop a comprehensive curriculum and modular training materials tailored for targeted staff roles.
- Schedule and deliver weekly training for two groups (70 – 100 staff per group) over 3 years.
- Utilize online delivery models as appropriate.
- Provide practical sessions using demo/sandbox environments.
- Track attendance and participant engagement for all sessions.
- Assess participant learning through quizzes, assignments, and feedback.
- Issue certificates for successful completion.

Capacity Building & Sustainability

- Incorporate ‘train-the-trainers’ components to build internal training capacity.
- Develop reference guides, manuals, and online learning resources.

Monitoring & Evaluation

- Maintain records of participant progress and post-training follow-up.
- Collect feedback after every session for continuous improvement.
- Generate quarterly and annual progress reports for management.

Deliverables

- Training needs assessment report.
- Modular curriculum and customizable lesson plans.
- Training schedule covering weekly cohorts for 3 years.
- Record of staff trained, and certificates issued.
- Post-training evaluation tools and data.
- Regular reports on progress and impact.

Timeline

- Duration: Three (3) years (156 weeks).
- Two training groups per week, each with 100–150 staff.
- Sessions scheduled to maximize coverage and minimize workplace disruption.

Required Qualifications

- Significant experience in large-scale LMS and digital training.
- Expertise in Moodle LMS administration and instructional design.
- Demonstrated capacity to manage logistics for ongoing, high-volume training.
- Skilled in adult learning facilitation and digital education.

Coordination & Reporting

- The consultant will report to the Project Manager/Training Coordinator.
- Provide weekly updates, quarterly progress reports, and annual summary reports.

Application Requirements

- Detailed technical and budget proposal (training approach, logistics, support mechanisms).
- Company/consultant profile.
- Moodle Certified partner evidence.

Intellectual Property & Confidentiality

All developed materials, attendance, and evaluation data are property of the organization. Confidentiality must be maintained by the consultant throughout and after the assignment.

Train 50 staff in Installation, Setup, and Maintenance of Moodle LMS

Training Content

- **Moodle LMS Installation**
 - System requirements and pre-installation checks (hardware/software, OS, PHP, database, web server)
 - Downloading and installing Moodle (on-premises and/or cloud)
 - Initial configuration and launch testing
- **Setup and Configuration**
 - Site configuration: language, authentication, appearance, and policies
 - Roles and permissions management
 - Plugin, theme, and extension installation
- **Platform Maintenance**
 - Performing updates and LTS upgrades (core and plugins)
 - Regular platform backups and recovery procedures
 - Best security practices (SSL, firewalls, user management)
 - Performance tuning and troubleshooting common issues
 - Monitoring system logs and health

B. Training Methods

- Instructor-led interactive Online Sessions
- Hands-on labs with access to test servers or sandbox environments
- Real-world troubleshooting simulations and scenarios

C. Support Materials

- Detailed step-by-step manuals, video tutorials, and quick-reference guides

- Checklists for installation and maintenance tasks

D. Post-Training Support

- Q&A helpdesk for a defined period (e.g., 1 month) after training
- Access to recoded sessions/materials

PART 3 - Contract

Section VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions

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

- (a) “AFD” means the Agence Française de Développement;
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto;
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;
- (e) “Day” means calendar day;
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
- (g) “GCC” means the General Conditions of Contract;
- (h) “Non - Consulting Services” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract;
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC);
- (j) “Purchaser” means the entity purchasing the Non - Consulting Services and Related Services, as specified in the SCC;
- (k) “Related Services” means the services incidental to the supply of the Non - Consulting Services, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract;
- (l) “SCC” means the Special Conditions of Contract;
- (m) “Subcontractor” means any natural person, private or state entity, or a combination of the above, to whom any part of the Non - Consulting Services to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;

- (n) “Supplier” means the natural person, private or state entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement;
 - (o) “The Project Site,” where applicable, means the place named in the SCC.
- 2. **Contract Documents**
 - 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. **Fraud and Corruption**
 - 3.1 The AFD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 1 to the SCC.
- 4. **Interpretation**
 - 4.2 If the context so requires it, singular means plural and vice versa.
 - 4.3 Incoterms
 - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms;
 - (b) The terms CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
 - 4.4 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
 - 4.5 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
 - 4.6 Nonwaiver
 - (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract;

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.7 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

- 6.1 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 fulfillment of the provisions of the 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.

7. Eligibility

- 7.1 All Non - Consulting Services and Related Services to be supplied under the Contract and financed by the AFD shall have their origin in any eligible source as specified in the **SCC**. For the purpose of this Clause, origin means the country where the Non - Consulting Services have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

1. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC**.

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| 10. Settlement of Disputes | <p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Non - Consulting Services under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <p style="padding-left: 40px;">(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p style="padding-left: 40px;">(b) The Purchaser shall pay the Supplier any monies due the Supplier.</p> |
| 11. Inspections and Audit by the AFD | <p>11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Non - Consulting Services in such form and details as will clearly identify relevant time changes and costs.</p> <p>11.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the AFD and/or persons appointed by the AFD to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the AFD if requested by the AFD.</p> |
| 12. Scope of Supply | <p>12.1 The Non - Consulting Services and Related Services to be supplied shall be as specified in the Schedule of Requirements.</p> |
| 13. Delivery and Documents | <p>13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Non - Consulting Services and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.</p> |
| 14. Supplier's Responsibilities | <p>14.1 The Supplier shall supply all the Non - Consulting Services and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.</p> |
| 15. Contract Price | <p>15.1 Prices charged by the Supplier for the Non - Consulting Services supplied and the Related Services performed under the Contract shall</p> |

- not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Non - Consulting Services delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and Duties**
- 17.1 For Non - Consulting Services manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For Non - Consulting Services manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Non - Consulting Services to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country as specified in the **SCC**, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the

Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) The Purchaser or Supplier need to share with the AFD or other institutions participating in the financing of the Contract;
 - (b) Now or hereafter enters the public domain through no fault of that party;
 - (c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto

- prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
- 21. Subcontracting**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 22. Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- (a) The Non - Consulting Services and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Non - Consulting Services' country of origin;
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser;
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- 23. Packing and Documents**
- 23.1 The Supplier shall provide such packing of the Non - Consulting Services as is required to prevent their damage or deterioration during transit to their named place of destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Non - Consulting Services' named place of destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall

be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

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| 24. Insurance | 24.1 Unless otherwise specified in the SCC , the Non - Consulting Services supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC . |
| 25. Transportation | <p>25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Non - Consulting Services shall be in accordance with the specified Incoterms.</p> <p>25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) Performance or supervision of on-site assembly and/or start-up of the supplied Non - Consulting Services; (b) Furnishing of tools required for assembly and/or maintenance of the supplied Non - Consulting Services; (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Non - Consulting Services; (d) Performance or supervision or maintenance and/or repair of the supplied Non - Consulting Services, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Non - Consulting Services. <p>25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Non - Consulting Services, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |
| 26. Inspections and Tests | <p>26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Non - Consulting Services and Related Services as are specified in the SCC.</p> <p>26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, and/or at the Non - Consulting Services' named place of destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> |

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Non - Consulting Services comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Non - Consulting Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Non - Consulting Services or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Non - Consulting Services or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 27. Liquidated Damages**
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Non - Consulting Services by the Date(s) of delivery or perform the Related 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 percentage specified in the SCC of the delivered price of the delayed Non - Consulting Services or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the

maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Non - Consulting Services are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Non - Consulting Services shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of named place of destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Non - Consulting Services, or any portion thereof as the case may be, have been delivered to and accepted at the named place of destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Non - Consulting Services or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) The installation of the Non - Consulting Services by the Supplier or the use of the Non - Consulting Services in the country where the Site is located; and

- (b) The sale in any country of the products produced by the Non - Consulting Services.

Such indemnity shall not cover any use of the Non - Consulting Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Non - Consulting Services or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the

cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

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| 31. Change in Laws and Regulations | <p>31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p> |
| 32. Force Majeure | <p>32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> |
| 33. Change Orders and Contract Amendments | <p>33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) Drawings, designs, or specifications, where Non - Consulting Services to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) The method of shipment or packing; (c) The place of delivery; and |

(d) The Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Non - Consulting Services or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) If the Supplier fails to deliver any or all of the Non - Consulting Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) If the Supplier fails to perform any other obligation under the Contract; or

- (iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Non - Consulting Services or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Non - Consulting Services or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective;
- (b) The Non - Consulting Services that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Non - Consulting Services, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Non - Consulting Services and Related Services and for materials and parts previously procured by the Supplier.

- | | |
|-------------------------------|---|
| 36. Assignment | 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| 37. Export Restriction | 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the |

Purchaser, to the country of the Purchaser, or to the use of the products/Non - Consulting Services, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Non - Consulting Services, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the AFD that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/Non - Consulting Services, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is <i>Nigeria</i>
GCC 1.1(j)	The Purchaser is: <i>National Universities Commission</i>
GCC 1.1 (o)	The Project Site(s)/Named Place of Destination(s) are: University of Calabar Obafemi Awolowo University, Ile-Ife University of Maiduguri Bayero University, Kano Modibbo Adama University, Yola
GCC 4.2	The meaning of the trade terms shall be as prescribed by Incoterms. The version edition of Incoterms shall be Incoterms 2010. However, the definition of the place and date associated with "delivery" is modified as follows: (a) Under "CIP" Incoterms defines "delivery" as the place and date where risk transfers from the seller to the buyer. (b) In these Bidding Documents, when using "CIP" and not referring to the transfer of risk, the term "delivery" shall be interpreted as the date and place where the Non - Consulting Services and Related Services arrive at the named place of destination, and this date shall be reflected in the Delivery and Completion Schedule.
GCC 5.1	The governing and communication language shall be English
GCC 7.1	Non - Consulting Services and services from countries under embargo from France, the European Union or the United Nations are not eligible.

GCC 8.1	For <u>notices</u>, the Purchaser's address shall be: The National Universities Commission- (ICT Dev Project Attention: <i>Dr. Joshua A. Atah, Room 7 Peter Okebukola Building,</i> National Universities Commission, 26 Aguiyi Ironsi Street, City: Abuja, 900288, Abuja, Nigeria Tel: + 2348033145148 E-mail: jaatah@nuc.edu.ng E-mail: ictdev@nuc.edu.ng
GCC 9.1	The governing law shall be the law of: <i>Federal Republic of Nigeria</i>
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: GCC 10.2—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.
GCC 13.1	For Non - Consulting Services supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or by electronic way previously agreed between parties the full details of the shipment, including Contract number, description of Non - Consulting Services, quantity, the mode of transport, the bill of lading number and date, place of loading, date of shipment, place of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: (i) Copies of the Supplier's invoice showing Non - Consulting Services' description, quantity, unit price, and total amount; (ii) Original and _____ copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and _____ copies of nonnegotiable bill of lading; (iii) Copies of the packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate of origin.

	The above documents shall be received by the Purchaser at least one week before arrival of the Non - Consulting Services at the place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. For Non - Consulting Services from within the Purchaser's country: Upon delivery of the Non - Consulting Services to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser: (i) copies of the Supplier's invoice showing Non - Consulting Services' description, quantity, unit price, and total amount; (ii) delivery note, railway receipt, or truck receipt; (iii) Manufacturer's or Supplier's warranty certificate; (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v) certificate of origin. The above documents shall be received by the Purchaser before arrival of the Non - Consulting Services and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Non - Consulting Services supplied and the related Services performed " <i>shall not,</i> " be adjustable.
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Non - Consulting Services supplied from abroad: 1. Payment for the recurrent cost, and operation and maintenance costs shall be made Yearly 30 days before the expiration of the current year's subscription. 2. Payment for training shall be made quarterly at the presentation of invoice with confirmation of performance from the respective university.
GCC 16.1	Payment to the Supplier of the amounts due in each currency shall be made into the following bank accounts: <i>Latter</i>
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 45 days. The interest rate for payments in foreign currency that shall be applied is [<i>LIBOR + 200 bp</i>]
GCC 17.3	The following taxes, duties and fees exemptions apply to the Contract: <i>Not Applicable</i>

GCC 18.1	The amount of the Performance Security shall be: <i>Not Applicable</i>
GCC 18.3	The Performance Security shall be in the form of: <i>Not Applicable</i>
GCC 18.4	Discharge of the Performance Security shall take place: <i>Not Applicable</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>Not Applicable</i>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Non - Consulting Services shall be as specified in the Incoterms. <i>Not Applicable</i>
GCC 25.2	Incidental services to be provided are: <i>Not Applicable</i>
GCC 26.1	The inspections and tests shall be <i>“as specified in Section VII - Schedule of Requirements”</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i>
GCC 27.1	The liquidated damage shall be: <i>0.5% per week</i>
GCC 27.1	The maximum amount of liquidated damages shall be: <i>10%</i>
GCC 28.3	The period of validity of the Warranty shall be: <i>12 months</i> For purposes of the Warranty, the named place(s) of destination(s) shall be: University of Calabar Obafemi Awolowo University, Ile-Ife University of Maiduguri Bayero University, Kano Modibbo Adama University, Yola GCC 28.3—In partial modification of the provisions, the warranty period shall be <i>12</i> months from date of acceptance of the Non - Consulting Services or (18) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) Make such changes, modifications, and/or additions to the Non - Consulting Services or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4;
GCC 28.5 and GCC 28.6	The period for repair or replacement shall be: <i>5 days</i> .

Appendix 1 to Special Conditions of Contract: Prohibited Practices Policy and environmental and social responsibility

1. Prohibited Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants shall respect the highest ethical principles during the procurement and performance of Contracts. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of Non - Consulting Services, works, plants, consulting services or non-consulting services.

For the purpose of this provision, AFD introduces the concept of Prohibited Practices, referring to acts as defined in the “General Policy to Prevent and Combat Prohibited Practices”²⁵ available on the AFD website and in the document titled “Procurement Guidelines for AFD-Financed Contracts in Foreign Countries”²⁶.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that they have not engaged, nor will they engage, in any Prohibited Practices during the procurement and execution of the Contract.

A Person²⁷ or any of its subcontractors, Directors²⁸, employees or agents (be it declared or not), may not be awarded an AFD-financed Contract if on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it has engaged in a Prohibited Practice, directly or by means of an agent (be it declared or not), for the purpose of being awarded this Contract.

Moreover, AFD requires including in the procurement documents and AFD-financed contracts a provision requiring that applicants, bidders, suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to investigate, including the inspection of their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

For the purpose of detecting and effectively combating Prohibited Practices, AFD has established a whistleblowing mechanism open to third parties: anyone can thereby directly report an allegation of a Prohibited Practice to AFD’s Investigations Function, either:

- By e-mail, to the address investigationsGroupeAFD@tutanota.com, or
- By sending a letter to AFD’s Compliance Department, 5 rue Roland Barthes, 75012 Paris.

2. Environmental, Social, Health and Safety (ESHS) Responsibility, and Security

In order to promote sustainable development, AFD seeks to ensure that internationally recognized ESHS standards are complied with in the Contracts it finances. Consequently, the applicants, bidders, consultants and their subcontractors shall undertake, by signing the Statement of Integrity, to:

²⁵ For more information, this Policy is available on the following link : <https://www.afd.fr/en/combating-corruption>

²⁶ For more information, the Procurement Guidelines are available on the following link : <https://www.afd.fr/en/bid-invitations-and-procurement>

²⁷ Means any natural or legal person, as well as any association or group of several such persons.

²⁸ Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

- a) Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
- b) Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
- c) Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
- d) Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
- e) Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

Section X. Contract Forms

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

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Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.** _____

This is to notify you that your Bid dated _____ *[insert date]* for execution of the _____ *[insert name of the contract and identification number,*
as given in the SCC] for the Contract Price of _____ *[insert amount in*
numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our institution.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Institution: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made

the [insert **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the State of {insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Non - Consulting Services and ancillary services, viz., [insert brief description of Non - Consulting Services and Services] and has accepted a Bid by the Supplier for the supply of those Non - Consulting Services and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) The Letter of Acceptance;
 - (b) The Bid Submission Form and Appendix to Bid Submission Form (including the signed Statement of Integrity);
 - (c) The Addenda Nos. _____ (if any);
 - (d) Special Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) The Specification (including Schedule of Requirements and Technical Specifications);
 - (g) The completed Bidding Forms (including Price Schedules);
 - (h) Any other document listed in GCC as forming part of the Contract.
3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Non - Consulting Services and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Non - Consulting Services and 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

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]*

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]*

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Performance Security (Bank Guarantee) Not Applicable

Beneficiary: [Insert name and Address of Purchaser]

Date: [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of [insert name of contract and brief description of Non - Consulting Services and related Services] (hereinafter called "the Contract"). 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 the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (_____) [insert amount in words],¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by 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 for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above 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.

[signature(s)]

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security – *Not Applicable*

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Non - Consulting Services and related Services]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made 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 first 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 Non - Consulting Services; 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,

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

has been certified for payment, or on the *[insert date²⁹]*., 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.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

²⁹ Insert the Delivery date of the Goods at the named place of destination stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”