

**MANUFACTURING AND SUPPLY  
AGREEMENT**

**BETWEEN**

**INDEPENDENT NATIONAL ELECTORAL COMMISSION**

**AND**

.....

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2010, BETWEEN the **Independent National Electoral Commission**, a body established by an Act of the Federal Republic of Nigeria, with its office at Plot 436 Zambezi Crescent, Maitama, Abuja (herein referred to as the “**COMMISSION**”)

AND

.....  
..... (herein referred to as "**the CONTRACTOR**")

**WHEREAS**

- I. The Commission is a Statutory Body charged with the responsibility of organising and conducting elections in the Federal Republic of Nigeria and is currently preparing for the conduct of general elections in 2011;
- II. The Commission as part of the preparations for the conduct of the general elections is desirous of carrying out a country-wide registration of all eligible voters and for this purpose requires the acquisition and import into Nigeria Direct Data Capture Systems. Each comprising of a laptop, portable printer, webcam, finger print scanner, power pack, the full technical details and specifications of which are set out in a Request for Quotation (INEC -2010-VR-RFQ2A) published on.....;
- III. The Contractor is a manufacturing company based in ..... and is in the business of manufacturing and selling of Direct Data Capture Systems and its components and is willing and professes to be capable of manufacturing and supplying all the required Direct Data Capture System in accordance with the technical details and specifications set out in the revalidation of the Request for Quotation (RFQ) above;
- IV. In response to the Request for Quotation (RFQ) the Contractor submitted a quotation contained in a pro-forma Invoice dated .....
- V. The Commission and the Contractor negotiated some specifications contained in the RFQ and agreed on amendments as contained in the addendum hereto:
- VI. Subject to the terms and conditions contained in this Agreement, the Commission desires to engage the Contractor to manufacture the Direct Data Capture Systems (herein defined) for use in the conduct of Registration of voters in Nigeria, and the Contractor desires to undertake the manufacture and supply of the said Direct Data Capture Systems.
- VII. The parties fully appreciate and understand that time is of crucial importance in this transaction;

## **NOW THEREFORE IT IS AGREED AS FOLLOWS:**

### **DEFINITION OF TERMS:**

Definitions: Unless the context clearly indicates a contrary intention, words or phrases defined shall have the meanings assigned to them: **“agreement”** means this agreement together with the annexures hereto; **“the marks”** means all trade marks (whether registered or not), logos, names or other devices utilized by the Commission from time to time in connection with or relating to products or services; **“site”** means the premises at which either Commission or an officer of Commission shall conduct its business in terms hereof; **“termination date”** means the date upon which this agreement terminates for any reason whatsoever; **“the parties”** means Contractor and Commission collectively; **“Equipment”** shall mean as listed under appendix 1 of this agreement; **“Engineer”** shall mean an expert engineer knowledgeable in the installation, configuration, commissioning, maintenance, service and support of Direct Data Capture Machines or related equipment for use in the registration of voters; **“Technical Service Fee”** shall mean the amount payable by Commission to Contractor for installation, configuration, commissioning, maintenance, service or support of equipment under this Agreement; **“writing”** shall mean a viewable, persistent, reproducible, unique, dated communication between the parties on any medium, paper or electronic; **“metric”** shall mean the value of a measurable quality, quantity, property or attribute of a medium, service or product, tangible or intangible; **“best practice”** shall mean a practice, method or system employed by persons artificial or otherwise acknowledged by a significant proportion of workers in the field as exemplary practitioners of an art, technology or science; **“uptime”** shall mean that fractional portion of time during a billing period or working day for which a service rendered performs measurably and substantially as specified, it will be expressed as a percentage; **“First Sight”** shall mean payable on first demand in full without attribution of reason; **“Service Day”** will mean an aggregation of twenty four (24) contiguous hourly intervals; **“Direct Data Capture Systems”** (DDC Systems) shall mean a composite set of devices used for capturing the data of registrants and include but not limited to Laptop, USB Webcam, USB Fingerprint Scanner, USB Printer, Portable Power Supply and Carrying Case for equipment; **“Fully Executed”** shall mean the timely provision of a Direct Data Capture Machine that meets all requirement and specifications at the location specified; **“RFQ”** shall mean Request for Quotation, where included in this Agreement it shall specifically and generally refer to the RFQ to which the Contractor responded (INEC-2010-VR-RFQ2A) the specifications in this Agreement supersede the specification in the RFQ; **“Specifications”** shall mean the specifications for the manufacturing, packaging and labelling of the DDC System described in the RFQ INEC-2010-VR-RFQ2A attached hereto as schedule 1. It is understood by all parties that this contract supersedes any and all specifications contained in the RFQ; **“Contract Sum”** shall mean the total sum contract value of the DDC machines as stipulated for supply by the contractor calculated by the multiplication of individual cost by the number of machines.

**Interpretation:** In this agreement the sequence, capitalization, font, headings or numbers embodied in the clauses are for convenience and shall not be used in its interpretation, unless the context of this agreement clearly indicates a contrary

intention: The singular shall include the plural and vice versa; a reference to any one gender shall be capable of being construed as a reference to any of the others; and a reference to a natural person shall be capable of being construed as a reference to an artificial person and vice versa.

## **1. APPOINTMENT OF CONTRACTOR**

1.1 The COMMISSION hereby appoints the CONTRACTOR and the CONTRACTOR hereby accepts the terms and conditions herein set forth.

## **2.0 SCOPE OF SERVICES**

1. The Contractor shall supply the Commission with ..... Units of Direct Data Capture Systems (herein referred to as the DDC System) on a schedule bill

2. Each unit of DDC system shall consist of the following components:

- a. Laptop Computer
- b. USB WebCam
- c. USB Fingerprint Scanner
- d. Portable Printer
- e. Portable Power Supply including 2 units batteries and a DC distribution device to power the printer and laptop for 12 hours
- f. Carrying Case (for equipment and consumables)
- g. 2 units of external hard drives each of 500GB
- h. Scissors (Full hand grip)
- i. Backdrop cloth
- j. Padded back pack (rucksack)
- k. USB 2.0 Hub of not less than 3 ports with an LED Indicator (as appropriate)
- l. Lint free cloth
- m. A backpack for carrying the battery and other things
- n. Such cables, connectors, and accessories as are necessary to connect, power and use the devices

### **2.3 Laptop Specifications**

- a. Processor: Intel Pentium Duo Core 2.0 GHz or AMD Athlon 2.0 GHz Processor
- b. Operating System: INEC Custom Linux Image to be provided
- c. Cache: A minimum of 1MB L2 cache
- d. Memory: 2 GB SDRAM

- e. LCD Video display: 14.1 to 15.6 inch True Colour
- f. Hard Drive: 250GB (5400 rpm)
- g. DVD ROM Drive: DVD+/-RW
- h. Communications: 10/100 MB NIC, Wireless (802.11 b/g/n)
- i. Video Adapter: Standard graphics controller with enough Video memory to guarantee true colour
- j. Power: Minimum of 6 cell Lithium-ion Battery
- k. Pointing device: Touchpad
- l. Input devices: 101/102-key compatible keyboard
- m. The BIOS shall be password protected so as to prevent the change of date and time without knowledge of the password. The correct time for West Africa shall be set prior to delivery. Password to be provided by the commission.

**2.4 Fingerprint Scanner:** A single-finger live scan fingerprint scanner with the following specifications: The fingerprint scanner shall conform to Appendix F of the FBI's Electronic Fingerprint Transmission Specification (EFTS/F) Level 2. This specifies that the scanner shall provide at a minimum:

- a. Quality Level: 2
- b. Pixels per cm: 197
- c. Pixels Per Inch: 500
- d. Pixel Depth: 8
- e. Dynamic Range (gray levels) 220
- f. Certified by EFTS/F
- g. USB 2.0 Interface

The platen (screen) size shall be a minimum of 1 inch (25.4mm) long and 3/4 inches wide, while the sensor shall not be less than 17mm X 12mm or larger.

The scanner shall deliver raw images in either jpeg2000, png and/or wsq and shall have Linux drivers. The scanner shall be required not to produce templates nor to perform minutiae detection. The chip shall be one of:

- a. Authentec AES2501 (NOT AES2550 or AES2810)
- b. AuthenTec AES4000
- c. SecuGen FDU 2000
- d. UPEK TouchChip
- e. Digital Persona U.are.U 4000/4000B
- f. Veridicom 5<sup>th</sup> Sense

**2.5 Portable ink-jet Printer:**

- a. Portable Printer: Color ink-jet
- b. Inkjet Technology: Thermal or Piezo electric Inkjet
- c. Ink Palette (Colours): 4-ink

- d. Connectivity Technology: Wired
- e. Interface: USB 2.0
- f. Max Resolution (B and W): 1200 dpi x 1200 dpi
- g. Max Resolution (Colour): 4800 dpi x 1200 dpi
- h. Duplex Printout: Simplex
- i. Printer Features: Simplex
- j. RAM Installed: Minimum 8 MB
- k. Media Types: Photo paper, Index Paper, Plain Paper
- l. Media Capacity: 50 sheets
- m. Media Feeder(s): 1 x Manual load
- n. Connections: 1 x Hi-Speed USB - 4 pin USB Type B

**2.6 Web Cam:** 4 Mega Pixel, Independently mounted USB webcam (The webcam will not be mounted on the Laptop)

**2.7 Power Supply:** Two (2) batteries with a minimum capacity of 480 Watt-Hr and of less than 6kg weight with a main charging connector on one side and on another side the battery output. The connectors for the charging and output shall have different colours (Red, Blue) and have different non-interchangeable connectors. The power supply shall be provided with a dc distribution device to provide DC power to the Laptop and Printer at the appropriate voltages. The batteries shall be so packed, cased and arranged as to maximize safety of the operator and shall have a built in over-charge protection circuit and a low charge indicator. The batteries will have a hard, light weight, incompressible case. Terminals shall be clearly marked and shall have protection against connecting the wrong polarity. The primary specification and Technical Requirement shall be that the battery must provide 12 hours running time for the laptop and printer (with a 300 page daily print rate) in constant use. The contractor shall provide a charger with appropriate connectors to the battery and to the mains (with a 3 pin British standard plug to the mains)

**2.8 Carrying case:** The carrying case shall be of a light, tough, weather-proof construction with rounded edges and corners, with ergonomic features. The carrying case will have a dense foam interior to enable secure packing of materials and soft foam slips for padding to accommodate variations in size from moldings. The case shall have the following characteristics:

- a. Stacking - Features to permit secure tessellation and stable stacking
- b. Portability - will have appropriate handles on at least 2 axes
- c. Shall be designed to facilitate water run-off
- d. Standards - shall meet at a minimum Mil-Spec 810F 501.4 (hot temperature) and IP Standards 55 (Solid and liquid ingress protection - medium)
- e. Size - The case shall be of a size to contain a 15 inch laptop computer, web cam, portable printer, finger print scanner, 2 external hard drives, scissors and all other components of the DDC.

- f. Straps and Fastenings - The case shall be lockable and have an encircling secure strap of tough material
- g. Silica Gel: The case shall be provided with pockets of Silica Gel to keep the equipment dry. The total weight of Silica Gel in each case shall be 500 grams.
- h. The case shall provide slots for the placement of scissors (Minimum 7 inch full hand grip), extra ink, paper, and cold pouch laminate

**2.9 Scissors:** The contractor will provide a full hand grip, paper scissors of good quality.

**2.10 Back Pack:** Included will be a padded water repellent back pack of sufficient size and strength to carry a battery. The backpack shall have wide (4 inch minimum) padded straps.

**2.11 Lint Free Cloth:** A swatch of 6 inch by 6 inch black high quality optical lint free cloth will be provided in each DDC.

**2.12 USB Hub:** a USB 2.0 hub with a minimum of 3 ports with LED indicators showing when a device is connected. The hub shall not require external power.

**2.13 External Hard Drive:** The hard drive shall have:

- a. 500 GB Raw storage
- b. USB 2.0 Support
- c. Plug and Play support
- d. Powered solely by USB
- e. Rubberized casing for protection
- f. LED Data transfer indicators

### **3.0 CONSIDERATION**

1. In consideration of performance of the work specified in this agreement, the Contractor shall be paid ..... per DDC System inclusive of taxes, charges and duties. Refer to the schedule of costs for a detailed breakdown of costs.

3.2 There shall be no variation of prices charged for the DDC System and related services to be performed. Should the allowance for taxation made in the schedule of costs (schedule 2 herein) exceed the actual tax paid the Contractor shall make a full and prompt refund of such excess or vice versa.

### **4.0 TERMS OF PAYMENT**

4.1 The payment shall be made through an irrevocable confirmed letter of credit opened in favour of the Contractor through the Central Bank of Nigeria or in a manner to be mutually agreed.

4.2 The Commission shall make payments in furtherance of the contract sum upon submission of claims and a bank guarantee for the equivalent amount, which

bank guarantee shall be valid until the contract is fully executed in the manner hereinafter set out:

- (a) 10% advance payment on order
- (b) 40% within 7 calendar days of notification of commencement of production

4.3 The advance payment of 10% shall be made after submission of the following documents by the Contractor:

(a) Pro-forma Invoice

(b) Advance Payment Guarantee payable at first sight for 10% of the contract sum valid until the contract is fully executed

(c) Performance Guarantee of 40% of the contract sum payable at first sight and valid until the contract is fully executed.

4.5 Upon arrival of each consignment of the DDC Systems, 30% of the value of the goods in the consignment shall be paid upon submission of:

- a. Airway bill, copies of suppliers invoice showing description of goods, quantity, unit price and total amount;
- b. Copies of the packing list identifying the content of each package
- c. Insurance Certificate, Manufacturer's/Supplier's warranty certificate as provided in the certificate of No Objection.
- d. Certificate of Origin (combined certificate of value and origin (CCVO))

4.6 The Commission shall, on delivery and acceptance of the final consignment, pay the outstanding amount of the contract value less the warranty amount and 5% retention, upon submission of the documents specified in paragraph 4.5 above, within 3 days of submission of a claim supported by the final acceptance certificate issued by the Commission.

4.7 The 5% retention of the contract value may be held until the 28th of February 2011 the Contractor may provide a bank guarantee of similar account payable on 1<sup>st</sup> demand. The warranty payments shall be made as follows 40% at the start of the first year, after February 28<sup>th</sup> 2011, and 15% per year of the warranty fee per year on the 1<sup>st</sup> of March of the year for the next 4 years succeeding.

## **5.0 PACKAGING, DELIVERY AND TRANSFER OF RISK**

5.1 The goods shall be properly packed for export and wrapped in a weather proof container singly and in bulk to withstand transportation by air, land or waterways.



- 5.2 The Goods shall be delivered to the Federal Republic of Nigeria in designated quantities to defined State capitals to locations designated by the Resident Electoral Commissioners (RECs) or their representatives who shall inspect the goods to confirm that they are manufactured in accordance with the specifications in clause 2 herein and shall acknowledge the receipt thereof within 24 hours.
- 5.3 Ownership of the DDC Systems shall transfer to the Commission when the Resident Electoral Commissioner or his representative certifies receipt.
- 5.4 Transfer of risk shall only occur when goods have been received in the commission's offices in the state and a certificate of receipt has been issued.
- 5.5 The complete consignment of the DDC Systems shall be in Nigeria within 35 days of receipt of payment and shall have been delivered to the state capitals within 18 days of the completion of a count of 35 days. The Contractor shall pay 5% of the Contract value per day for delay. The contractor shall notify the commission of the arrival of all goods into the country and shall provide a full manifest the goods that are arriving. The delay shall be calculated from the date of arrival into the country. The Contractor also agrees to incur a penalty of 1% of the contract value per day of delay for any delayed consignment. The date of commencement of the contract shall be the date on which the contractor receives first payment. There shall be 3 calendar days moratorium on the calculation of delay, the fourth day shall count as the first day of delay in the determination of delay. If payment is by cheque, the date of receipt of cheque shall count as the day of payment. The commission shall similarly be liable in the value of 1% of the due amount for each day of delay, taking full cognizance of the 3 day moratorium in the determination of delay.

## **6.0 INSURANCE**

The Contractor shall be responsible for insuring goods from warehouse of origin to destination until delivered to the Commission.

## **7.0 AIRFREIGHT**

- 7.1 Shipment shall be by air, to be arranged by the Contractor, in accordance with schedule of delivery in schedule 3 herein.
- 7.2 The Contractor shall notify the Commission not later than 3 days prior to commencement of shipment of each consignment that the consignment is ready for shipment and the Commission shall at its own expense arrange, if it so desires, an on site inspection at the Contractor's place of business or such other location as the goods may be to confirm that all items procured under this

contract have been manufactured and assembled according to the terms of this Agreement. The Contractor agrees to provide any and all assistance to the nominated inspection agent. The commission may provide assistance in the clearing of goods.

- 7.3 The Contractor shall at its own expense perform quality control testing of the DDC System in accordance with normal industry standards to determine that they conform to the specifications described in this Agreement and that they can be used for the purpose intended and will provide the Commission with a certificate of analysis with respect to each of the DDC Systems – the certificate shall include the MAC address of the laptop, the BIOS password and confirmation that the time has been set correctly.
- 7.4 Any defects or lack of conformity to specifications discovered or observed by the Commission as a result of such inspection shall be promptly and immediately rectified by the Contractor, the correction of any defect, lack of conformity to specifications or replacement of defective, non-conforming or substandard materials as a result of inspection by the Commission shall not detract from the obligations of the Contractor as to the quality of supplies or other warranties under this Agreement.
- 7.5 **Shipping advice:** the Contractor shall advise and provide to the commission at least 1 working day from the date of imminent arrival the airway bill, and a shipping advice to the Commission, indicating detailed shipment information including date and time of arrival of the DDC System.

## **8.0 EFFECTIVE DATE AND TIME OF DELIVERY**

- 8.1 The effective date and time of delivery shall be the date and time at which the Resident Electoral Commissioner signs for receipt of Goods at the designated locations. Reference to dates and time of delivery shall be Nigerian Local Time.

## **9.0 PENALTY FOR DELAY IN PAYMENT OR DELIVERY**

- 9.1 In the event that the Contractor fails to deliver on the dates specified in this agreement, the Commission shall after 3 days of such delay serve a 3 days notice to the Contractor to effect delivery immediately, and if the Contractor fails to deliver, the Commission is entitled to recover the total cost of the undelivered product with interest at the prevailing Inter-Bank lending rate as specified by the Central Bank of Nigeria in addition to any other rights or penalties provided for by other clauses.

## **10.0 CARE, DILIGENCE AND RESPONSIBILITIES**

- 10.1 The Contractor shall supply the products and perform all the services required of it under this Agreement with due diligence and professional skill in accordance with established international best practice and standards.

10.2 All personnel employed by the Contractor to perform any of the functions required on the part of the Contractor under this Agreement shall have the necessary skill and professional competence required to perform such functions.

10.3 The Contractor shall supply and deploy equipment and materials best suited for the purpose of the project and all such equipment and materials shall conform with the minimum specifications as stated in paragraph 2.3 above.

#### **11.0 UNDUE DELAY**

11.1 The Parties shall treat any undue delays, non-payment or non-completion within the time stipulated as a fundamental breach of contract and in that event shall be at liberty to determine the contract.

#### **12.0 CONFIDENTIALITY**

12.1 The Contractor agrees that it will not at any time or in any manner either directly or indirectly use any information obtained in the course of this project for its own benefit or divulge, disclose or communicate in any manner any information to any 3<sup>rd</sup> party without the prior written consent of the Commission and will protect the information and treat it as strictly confidential.

12.2 Notwithstanding the provisions of article 17.0 of this agreement, a violation of article 13.1 shall be a material violation of this agreement which shall entitle the Commission to an injunction to restrain the Contractor from further disclosing any such confidential information in whole or in part and also pursue other remedies including a claim for loss or damages.

12.3 The confidentiality provision of this agreement shall remain in force and effect after the termination of this agreement for a period of 5 years.

#### **13.0 INDEMNITY**

13.1 The Contractor agrees to indemnify, hold harmless and absolve the Commission from all liabilities arising from claims, losses, expenses, fees, costs and judgements that may be asserted against any of the Contractors, that result from acts or omissions of the Contractor's employees and agents.

#### **14.0 TERMINATION**

14.1 This Agreement may be terminated upon the occurrence of any of the following events:

14.2 By either party giving to the other 28 days written notice to that effect:

14.3 If either party is in breach of this Agreement and such breach is not rectified by the party in default provided that the following steps shall have been taken:

- 14.3.1 The innocent party has upon the occurrence of the breach, served on the defaulting party a notice in writing stating the nature and particulars of the breach and demanded a remedy.
- 14.3.2 If upon receipt of the notice of breach the defaulting party still fails to remedy the breach within 7 days then the innocent party shall be entitled to give notice of termination of this agreement.
- 14.3.3 Such notice shall become effective seven days after of the receipt of same unless the breach is remedied in the interval thereof.
- 14.4 When a Force Majeure occurs and persists for a period greater than 90 days as provided in Article 21 hereunder.
- 14.5 In the event of the termination of this Agreement at the instance of the Commission under Article 14.1 hereof, the Commission shall pay the Contractor all outstanding amounts for services rendered up to and including the date of termination.
- 14.6 In the event of the termination of this Agreement under Article 14 hereof by either party hereto, in addition to the payment and or refunds provided for under Articles 14.5, as the case may be, the defaulting party shall also be liable to the innocent party for compensation for such damages as may have been suffered by the innocent party as a result of the said breach. The contractor shall further refund to the commission all and any prepayments made by the commission for services rendered as at the date of termination.

## **15.0 RETURN OF RECORDS**

- 15.1 Upon the termination of this agreement the Contractor shall deliver all records, notes, data, memoranda, models and equipment and accessories of any nature which are the Commission's property or which relate to its business that are in the possession of the contractor or under its control.

## **16.0 DISPUTE RESOLUTION**

- 16.1 Both parties hereto shall endeavour to settle amicably any difference or dispute or issue arising between them concerning the interpretation or performance of this Agreement.
- 16.2 Where the parties fail to settle such dispute or issue amicably then either may serve on the other a demand for arbitration in accordance with the Arbitration and Conciliation Law of Nigeria.

**17.0 NOTICES**

17.1 All notices to either party under this agreement shall be in writing and shall be deemed delivered when delivered by electronic mail or in person or by registered post/courier to either party’s last known address to wit:

**If to the Commission:**

**Attention: The Secretary**  
**The Independent National Electoral Commission**  
**Plot 436, Zambezi Crescent,**  
**Maitama District A5,**  
**Federal Capital Territory, Abuja, Nigeria**  
**Tel:**  
**Fax:**  
**Email: rfq@inecnigeria.org**

**If To the Contractor:**

**Mr.....**  
**.....**  
**.....**  
**Tel:**  
**Fax:**  
**Mobile Phone:**  
**Email:**

**18.0 WORK PRODUCT AND OWNERSHIP**

18.1 Any copy rights, licenses, ideas, discoveries, inventions, patents or product information developed in whole or in part by the Contractor in connection with the services specified in this agreement will be the exclusive property and to the benefit of the Commission.

18.2 The Contractor shall be responsible for obtaining all necessary licenses, permits and consents, in the name of the Commission (including but not limited to the use of all copyrights, patents, trademarks and other intellectual property rights) and shall promptly comply with all laws, bye laws, statutes and regulations in the discharge of its obligation under this Agreement.

**19.0 GUARANTEES AND LIABILITIES**

19.1 The Contractor guarantees that it shall complete the supply of the DDC Systems within the period specified in this agreement.

19.2 If the Contractor fails to supply, deliver or meet the Technical Requirements within the time specified in this Agreement, the Contractor’s guarantee shall be forfeit and the Contractor shall pay to the Commission liquidated damages, after 3 days grace, at 1 percent per day delay of the contract value as defined in section 5.3.

## 20.0 DEFECT LIABILITY

- 20.1 The Contractor warrants that the System including all Information Technologies, Materials and other goods supplied and Services provided shall be free from defects in the design, engineering and manufacture. Materials and workmanship that prevent the DDC System and/or any of its components from fulfilling the Technical Requirements or that limit the performance, reliability, or extensibility of the DDC System shall be considered defective. Except and/or limitations, if any, to this warranty with respect to the Software (or categories of Software) shall be as specified in this agreement. Commercial Warranty provisions of products supplied under this agreement shall apply to the extent that they do not conflict with the provisions of this agreement.
2. The Contractor also warrants that the Information Technologies, Materials and other goods supplies under this agreement are new, unused and incorporate all recent improvements in design that materially affect the DDC Systems ability to fulfil the Technical Requirements.
  2. The Warranty period shall commence from the date the DDC Systems is accepted by the Commission.
  2. If during the Warranty period any defect, as described paragraph 20.1 should be found in the design, engineering, materials and workmanship of the DDC Systems. The services provided by the Contractor, the Contractor shall promptly, in consultation and agreement with the Commission regarding appropriate remedying of the defects, and at its sole cost, repair, replace or otherwise make good such defect as well as any change to the DDC Systems caused by such defect.
  2. The Contractor shall not be responsible for the repair, replacement, or making good of any defect or any damage to the DDC System arising out of or resulting from any of the following causes:
    - i. improper operation, storage or handling of the DDC Systems by the Commission;
    - ii. use of the DDC Systems with items not supplied by the Contractor, unless otherwise identified in the RFQ or approved by the Commission.
    - iii. modification made to the DDC Systems by the Commission or a third party, not approved by the Contractor.
  2. The Commission shall give the Contractor a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Commission shall afford all reasonable opportunity for the Contractor to inspect any such defect. The Commission shall afford the Contractor all necessary access to the DDC System and the site to enable the Contractor to perform its obligations under this agreement.

2. The Contractor may, with the consent of the Commission remove from the site any DDC System or any of its component that are defective, if the nature of the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement or making good is of such a character that it may affect the efficiency of the DDC System, the Commission may give the Contractor notice requiring that tests of the defective part be made by the Contractor immediately upon completion of such remedial work whereupon the Contractor shall carry out such tests; if such part fails the tests, the Contractor shall carry out further repair, replacement, or making good (as the case may be) until that part of the DDC System passes such test. The tests shall be agreed upon by the Commission and the Contractor.
  
2. If the Contractor fails to commence the work necessary to remedy such defect within 5 days, the Commission may following notice to the Contractor, proceed to do such work or contract a third party (or parties) to do such work and the reasonable costs incurred by the Commission in connection with such work shall be paid to the Commission by the Contractor or may be deducted by the Commission from any monies due the Contractor or claimed under the 5 year warranty period..
  
2. Items substituted for defective part of the DDC System during the Warranty period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced.

## 21.0 **FUNCTIONAL GUARANTEES**

- 21.1 The Contractor warrants that the DDC Systems as sold represent a complete, integrated solution to the Commission's requirements as set forth in RFQ and it conform to all other aspect of the agreement.
  
2. If, for reasons attributable to the Contractor, the DDC System does not conform to the Technical Requirements or does not conform to all other aspects of the agreement, the Contractor shall at its cost and expense make such changes, modification and/or addition to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards within the delivery time of this contract. The Contractor shall notify the Commission upon the completion of the necessary changes, modification and/or additions and shall request the Commission to repeat the Operational Acceptance Tests until the DDC Systems achieves Operational Acceptance.
  
2. If the DDC System fails to achieve Operational Acceptance the Commission may consider termination of the agreement and forfeiture of the Contractor's performance security in accordance with this agreement.

## 22.0 **INTELLECTUAL PROPERTY RIGHTS WARRANTY.**

- 22.1 The Contractor hereby represents and warrants that:

- a. the DDC System as supplied, installed, tested and accepted
- b. use of the DDC System in accordance with the agreement; and

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

### 23.0 **INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

23.1 The Contractor shall indemnify and hold harmless the Commission and its employees and offices from and against any and all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability), that the Commission or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights for goods and products that the contractor provides. The parties shall indemnify each other from systems and applications that the other did not provide.

2. If any proceedings are brought or any claim is made against the Commission arising out of the matters referred to in the contract, the Commission shall properly give the Contractor notice of such proceedings or claim, then the Commission and the Contractor shall each at its own expense and in the Commission's name conduct such proceedings or claim and any negotiation for the settlement of any such proceedings or claim.
2. If the Contractor fails to notify the Commission within the twenty-eight (28) days after receipt of such notice that it intend to conduct any such proceedings or claim, then the Commission shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Commission within the 28 days, the Commission shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Commission shall, at the Contractor's request, afford all available assistance to the Commission in conducting such proceedings or claim and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

### 24.0 **CARE OF THE SYSTEM**

1. The Commission shall become responsible for the care and custody of the DDC Systems upon their delivery. The Commission shall make good at its own cost any loss or damage that may occur to the DDC Systems from the date of delivery.



2. If any loss or damage occurs to the DDC Systems or any part of the System by reason of :
  - a. any use not in accordance with the intended use by the Commission or any third party;
  - b. any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Commission or any such matter for which the Contractor has disclaimed responsibility in accordance with this agreement;

24.3. The Contractor shall prescribe to the Commission the manner of storage of the DDC Systems. The Commission shall provide the locations for the storage of the DDC Systems in compliance with the prescription of the Contractor.

25.0 **LOSS OF OR DAMAGE TO PROPERTY; ACCIDENT OR INJURY TO WORKERS; INDEMNIFICATION**

1. The Contractor and each and every subcontractor shall abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in the Commission's country.
2. Subject to this agreement, the Contractor shall indemnify and hold harmless the Commission and its employees and officers against any and all losses, liabilities and costs (including loses, liabilities and costs incurred in defending a claim alleging such a liabilities) that the Commission or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the DDC System, whether accepted or not) arising in connection with the supply, installation and testing of the DDC System and by reason of the negligence of the Contractor or its employees, officers or agents, except any injury, death or property damage caused by the negligence of the Contractor, its employees, officers or agents.
3. If any proceedings are brought or any claim is made against the Commission that might subject the Contractor to liability under this Agreement the Commission shall promptly give the Contractor notice of such proceedings or claims, and the Contractor shall at its own expense and in the Commission's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Commission within twenty-eight (28) days after receipt of such notice that it tends to conduct any such proceedings or claim, then the Commission shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Commission within the (Twenty eight) 28 days period, the Commission shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Commission shall, at the Contractor request afford all available assistant to the Contractor in conducting such proceedings or claim and shall be reimbursed by the Contractor for all reasonable expense incurred in so doing.

4. The Party entitled to the benefit of an indemnity under this Agreement shall take all reasonable measure to mitigate any loss or damage that has occurred. If the party fails to take such measure, the other party's liabilities shall be correspondingly reduced.

## 26.0 **INSURANCE**

26.1 The Contractor shall at its expenses take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Commission, who should not unreasonably withhold such approval unreasonably.

- a. Cargo Insurance During Transportation as applicable, 110% of the price of the DDC System and other goods in a freely convertible currency, covering the goods from physical loss or damage during shipment through receipt at the designated Airports.
  - b. Installation "All Risk" Insurance as applicable, 110% of the price of the DDC System at the site from all risks of physical loss or damage (excluding only peril commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.
  - c. The Third Party Liability Insurance: On terms as specified in this Agreement covering bodily injury or death suffered by third parties (including the Commission Personnel) and loss of or damage to property (including the Commission's property that have been accepted by the Contractor occurring with the supply and installation of the DDC System.
  - d. Automobile Liability Insurance: In accordance with the statutory requirements prevailing in Nigeria covering use of all vehicles used by the Contractor in connection with the execution of the Contract;
  - e. Other Insurance (if any), as specified in this Agreement.
2. The Commission shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to this Agreement, except for the Third-Party Liability who shall be named as co-insured taken out by the Contractor.
  2. The Contractor shall deliver to the Commission certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.
  2. The Contractor shall ensure that, where applicable, its subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel

and vehicles and for work executed by them under the Contract, unless such subcontractors are covered by the policies taken out by the supplier.

2. If the Contractor fails to take out and/or maintain in effect the insurance referred to in this Agreement, the Commission may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Commission shall have paid to the insurer or may otherwise recover such amount as a debt due from the Contractor.
  
2. Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies affected by it pursuant to this Agreement, and all monies payable by any insurers shall be paid to the Contractor. The Commission shall give to the Contractor all such reasonable assistance as may be required by the Contractor in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Commission's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Commission. With respect to insurance claims in which the Contractor's interest is involved, the Commission shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

#### 27.0 **FORCE MAJEURE**

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

- a. war, hostilities ,or warlike operation (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- b. rebellion, revolution, insurrection, mutiny, usurpation of civil government, conspiracy, riot, civil commotion and terrorist act;
- c. confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;

#### 28.0 **WARRANTY**

- 28.1 The Contractor hereby gives a 5 (five) years warranty period with effect from the date of the completion of the contract as certified by a duly authorized principal officer of the Commission and shall provide its services and meet its obligations under this agreement in a timely and efficient manner using

knowledge and equipment for performing the services which meet generally acceptable standards in Information and Computer Technology and will provide a standard of care equal to, or superior to care used by other service providers on similar projects.

**29.0 APPLICABLE LAW**

29.1 This Agreement shall be interpreted and implemented in accordance with the Laws of Nigeria

**30.0 MISCELLANEOUS**

30.1 During the performing period hereof, if any of the relating parties amend and /or alter this Contract by any means and to any extent, thereby rendering the amended or altered contract to be in conflict with the stipulations/provisions of this Contract, this Contract shall prevail. This contract shall be binding only when both parties have signed and completed approval formalities, including submission of performance guarantee.

**31.0 TERM OF THIS CONTRACT**

31.1 This agreement shall come into effect from the date of the award of contract and shall remain in force until all the obligations of the parties as provided herein have been fully and effectually discharged or accomplished.

31.2 The contract shall be completed on or before 10th day of December 2010 and upon the submission of the final Report by the Contractor's nominated agent and issuance of a Certificate of Completion thereof by a duly authorised Principal Officer of the Commission.

The Contractor shall independently perform this Contract or orders.

The Contractor has the right to implement this contract on its own or designate its sub-suppliers to perform the contract or orders, provided that any problems or liabilities arising on products or other aspects will be still undertaken by the Contractor.

**IN WITNESS WHEREOF**, the parties hereto have affixed their Seals the day and year first above written.

The Seal of the Commission is hereto affixed.

**THE SEAL OF THE COMMISSION IS HERETO AFFIXED.  
IN THE PRESENCE OF:**

.....  
**SECRETARY**

**THE SEAL OF THE WITHIN NAMED CONTRACTOR IS HERETO AFFIXED.**

**IN THE PRESENCE OF:**

.....  
**DIRECTOR**

.....  
**SECRETARY**

**SCHEDULE 1**

**REQUEST FOR QUOTATIONS.**

**Revalidation**

**Request for Quotation**

**INEC-2010-VR-RFQ002A**

**INDEPENDENT NATIONAL ELECTORAL COMMISSION**

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## INEC-2010-VR-RFQ002A

### 1 Requester

The proponent of this solicitation is the Independent National Electoral Commission (INEC) of Nigeria. This is a combined synopsis/solicitation prepared in accordance with guidelines issued by the Bureau for Public Procurement of the Federal Government of Nigeria.

The Independent National Electoral Commission (INEC) is an independent arm of the Federal Government of Nigeria charged with the conduct of elections and complete management of the electoral process within the Federal Republic of Nigeria. The commission, made up of a Chairman and 12 national commissioners, is established by section 153(f) of the Constitution of the Federal Republic of Nigeria.

Note: This is a second issue of this Request for Proposal and supersedes all previous RFQs. Bidders who responded to the previous RFQ are required to REVALIDATE their quotes in conformance to the standards herein established. All submissions must be in full. Principal enhancements incorporated in this new release include:

1. Bid Guarantee
2. Compliance Checklist
3. Enclosed Evaluation Criteria
4. Sample Contract
5. Change of INCOTERM from DDU to DFA

## 2 **Preamble and Intent**

The Independent National Electoral Commission has established a requirement to hold a voter registration exercise throughout the territory of the Federal Republic of Nigeria at some point in the near future. The Federation consists of 36 states and the Federal Capital Territory, administratively divided into 774 Local Government Areas. In terms of the logistical partitioning of the national territory of Nigeria, the commission has established 120,000 (one hundred and twenty thousand) polling units homogeneously distributed over the geography of the republic. Each polling unit shall be a locus of voter registration and shall be appropriately equipped for that function during the voter registration exercise.

The Commission has established basic principles of operation during the voter registration exercise, as follows:

**Uniformity of equipment:** Each polling unit, no matter where situated, shall be equivalently equipped as all other polling units

**Uniformity of capabilities:** Each polling unit shall function at all times designated in precisely the same manner as all other polling units

**Uniformity of Data and Completeness:** All data captured shall be in the same format, of the same type, of the same quality and following the same principles as all other data collected

**Security:** Data captured shall have the status of a national asset and shall be secured and safeguarded with the utmost care

### 2.1 **Concept of Operations**

The envisioned system concept is a Direct Data Capture system offering an operationally feasible method of capturing the details of large numbers of voters within a restricted timeframe. It is to be assumed that a Direct Data Capture system will be used in the following way. Eligible voters will queue in single file at a polling unit for registration in sequence. When it is the voters turn, their textual data will be captured accurately, fingerprints scanned, picture taken and temporary voters ID printed. Total enrollment time should not exceed 7 minutes. This process will be repeated at least 50 million times in different terrain and conditions. Each and every single record is valuable and represents the constitutional right of a citizen to vote.



Desired optimizations required for the system include, but are not limited to:

1. Reduce registration time to a minimum (Fast processor)
2. Reduce errors in data capture (Large keyboard, Visible Display)
3. Permit operation in weather of all kinds (Weatherproof) and at high ambient temperatures
4. Permit operations in various lighting conditions including bright sunlight and low light conditions
5. Easily transportable
6. Physically rugged and will not be damaged by rough handling, or drops
7. Electronically robust and will not be damaged by uncertain or variable power conditions
8. Self contained with minimal setup or technical know how required to operate and install
9. Identifiable as an authentic INEC DDC

Each polling unit shall be equipped with a direct data capture system (DDC). The DDC shall consist of the following components:

1. Laptop Computer pre-installed with DDC Software
2. 4 Megapixel USB Camera
3. USB Fingerprint Scanner
4. USB connected Printer
5. Portable Power Supply with 2 X 3-Pin British sockets
6. Appropriate quantity of consumables (Paper, Printer Ink)
7. External Hard Disk
8. Carrying Case (for equipment and consumables)
9. Ancillary Items (Scissors, Software CD, Cleaning Cloth, White Cloth Backdrop)

Further requirements are as follows:

1. All components of the DDC shall bear an indelible, prominently displayed marking indicating that it belongs to the Independent National Electoral Commission
2. The carrying case shall contain all DDC components in a secure, transportable manner - preferably using dense foam slots for each component.
3. Each DDC shall be equipped with 2 External Hard drives which will provide immediate backup and a medium for data transport
4. Each DDC inverter/powerpack shall have 2 batteries, one will be charging while the other is in use. Each to be used on alternate days.
5. The DDC enclosure shall include a space for the storage of consumable materials to be used in the voter registration
6. The supplier shall pre-install the custom DDC Software on the laptops prior to shipment. INEC shall supply a copy of the software and operating system for mastering and pre-installation on all Laptops.

### 3 **Summary of Parameters**

This is an indicative summary of highlights of this solicitation, each parameter stated here may be discussed further in the main body of this document,

1. This is an electronic solicitation from INEC. Should a potential requester require a printed copy, please send an email to the proponent requesting one.
2. This is NOT a contract nor is it an offer of any kind whatsoever, it does not bind the commission to accept any quote nor bind the commission in any way whatsoever
3. All responders will provide a bid guarantee in the form of a banker's cheque, pay order or irrevocable bank guarantee for 2% of the value quoted. Any attempt to change prices after the closing of the bids will result in the forfeiture of the bid guarantee. At the bidders option this may take the form of a telegraphic money transfer. In Nigeria the commission will accept Bankers cheques from First Bank Plc, UBA Plc, Zenith Bank Plc, GT Bank Plc and Access Bank Plc. Outside Nigeria the Commission will accept instruments from Standard Chartered Bank, Barclays Bank, JP Morgan Chase Bank, HSBC Bank, Lloyds Banking Group, BNP Paribas, RBS and Deutsche Bank
4. All responses will be for full, final and complete delivery of quoted items within 35 days.
5. Partial responses are permitted. Respondents will indicate quantities deliverable in 14, 28, and 35 days.
6. The commission reserves the right to order some or all of the quantity quoted at the quoted price.
7. Responses are required by Friday, 8th October 2010 at 17:00 Nigerian Time (West African Time)
8. Specifications given are non-prescriptive and indicate minimum requirements, responders are encouraged to suggest equipment or features that will best meet the intent of the commission. The deviation from the specifications should not be fundamental (i.e do not propose an integrated laptop/fingerprint scanner/printer device when a laptop is specified or do not propose a wireless dongle etc)
9. All interaction between responders and the commission shall be by email. Any queries, questions, suggestions may be sent to [rfq@inecnigeria.org](mailto:rfq@inecnigeria.org) and will be immediately communicated to all other potential responders.
10. Lobbying, solicitation or inducements of any kind to members or staff of the commission are specifically and expressly forbidden and will result in immediate disqualification of a responder.
11. Responders will receive acknowledgement of receipt of their submissions within 24 hours.
12. Senders of non-responsive quotes will be notified by email of the reasons for that determination and that communication shall be final. The commission will not enter into discussion of its determination. The acceptance of this condition is a pre-requisite to response and a response indicates unconditional acceptance of this condition.
13. Responders are requested to provide as much information as possible to assist in the fair determination of their capabilities, any information not specifically requested in this solicitation should be included in an appendix. Tables and diagrams are specifically recommended as modes of communication.

14. Responders are requested to discuss their solution, outline and highlight features of their products and analyze the suitability of their proposed offering in a separate section titled "Discussion".
15. The validity of offer shall not be less than 30 days

### 3.1 Timelines

All dates are deadlined at 1700 West African Tim (WAT). This is a provisional timetable and may be changed at the commission's absolute and sole discretion.

**Issue of Request for Proposal:** Monday, 4th October 2010

**Complete Responses Required:** Friday, 8th October 2010 upon signature of contract all deliveries will be completed in 5 weeks.

## 4 Commercial Terms

**INCOTERM:** All Quotations will be on a Firm - Fixed Price basis for goods Delivered At Frontier (DAF) with Insurance on a uniform delivery pricing basis

**Port of Delivery:** Goods will be delivered by air freight in the Federal Republic of Nigeria at the following 7 Airports: Abuja, Kano, Lagos, Port Harcourt, Sokoto, Yola and Maiduguri

**Transfer of Risk:** Transfer of risk shall only occur when goods have been loaded on buyers transport (Ex-Quay)

**Maximum Duration of Supply:** 35 days, with a penalty of 1% of value undelivered for each 24 hours delay after a 3 day grace period. To be explicit at the start of the 4th 24 hour period of delay, as determined by the table of supply 1 % shall be removed from value owing; on the start of the 5th day another 1% of the total outstanding shall be deducted. The interpretation and implementation of this deduction shall be at the Commission's sole and incontestable discretion. The deduction of the delay penalty shall not absolve the supplier of the contractual duty to deliver all goods in full at the time and in the manner specified. The down payment on order shall NOT exceed 10% of the contract sum. Other payments will be milestone based. Payment terms are 30 days Nett from receipt of invoice, unless otherwise agreed.

## 5 Delivery and fulfillment

**Packaging:** All products will be appropriately packed for transport by road over rough terrain, singly and in bulk. Pallets, where used, shall be wrapped in weatherproof material. Bulk materials may be exposed to inclement weather for extended periods and responders are required to provide packaging that will protect the goods. **Effective Date and Time of Delivery:** The effective date and time of delivery shall be the date and time at which the commission or its nominated agent signs for receipt of Goods at a designated port. All dates and times shall be in Nigerian Time (West Africa Time)

## 6 Specifications

Components of the DDC shall meet the following minimum specifications. Equivalent or alternate products that meet or exceed the same specifications are specifically welcomed. The specifications hereunder are broad and deliberately focus on capabilities and functionality and are NOT vendor specific.

#### 6.1 **Laptop**

**Processor:** Intel Pentium Duo Core 2.0GHz or AMD Athlon 2.0GHz Processor or Better

**Operating System:** Free DOS, Custom Linux Image. Responder to advise on capacity to master custom OS+Application image

**Cache:** A minimum of 1MB L2 cache

**Memory:** 2 GB SDRAM

**USB Ports:** 3 or more USB Ports

**LCD Video display:** 14.0 to 15.6 inch True Colour

**Hard Drive:** 250GB (5400 rpm)

**CD ROM Drive:** DVD+/-RW

**Communications:** 10/100 GB NIC, Wireless (802.11 b/g/n)

**Video Adapter:** Graphics controller video memory to guarantee true colour

**Power:** Minimum of 6 cell Lithium-ion Battery

**Pointing device:** Touchpad

**Input devices:** 101/102-key compatible keyboard

**AC Power Supply:** British BS 1363 3 -Pin Plug

**Warranty:** 5 years warranty

**Time Lock:** The BIOS of the laptop will be passworded by default from the factory

#### 6.2 **Fingerprint Scanner**

A single-finger livenesscan fingerprint scanner with the following specifications: The fingerprint scanner proposed should conform to Appendix F of the FBI's Electronic Fingerprint Transmission Specification (EFTS/F) Level 2. This specifies that the scanner shall provide:

- Quality Level: 2
- Pixels per cm: 197
- Pixels Per Inch: 500
- Pixel Depth: 8
- Dynamic Range (gray levels) 220
- Certified by: EFTS/F
- USB 2.0 Interface
- The platen (screen) size shall be minimum 1 inch (25.4mm) Long and ¾ inch wide, while the sensor shall not be less than 17mm X 12mm larger is strongly recommended if available

The scanner shall deliver raw images in jpeg2000, png and/or wsq and shall have Linux drivers. The scanner shall not be required to produce templates nor to perform minutiae detection. The chip shall be one of:

- Authentec AES2501 (NOT AES2550 or AES2810 which do hardware encryption)
- AuthenTec AES4000
- SecuGen FDU 2000

- UPEK TouchChip
- UPEK TouchStrip with biometric co-processor
- Digital Persona U.are.U 4000/4000B
- Veridicom 5<sup>th</sup> Sense

### 6.3 **Printer**

**Portable Printer:** Color ink-jet

**Printer Type:** Compact Ink-jet - Color capable of printing on A4 paper Inkjet

**Technology:** Thermal or Piezoelectric Inkjet

**Connectivity Technology:** Wired

**Interface:** USB 2.0

**Max Resolution (B and W):** 1200 dpi x 1200 dpi

**Max Resolution (Colour):** 4800 dpi x 1200 dpi

**RAM Installed:** Minimum 8MB

**Media Types:** Photo paper, Index Paper, Plain Paper

**Media Capacity:** 50 sheets

**Media Feeder(s):** 1 x Manual load

**Connections:** 1 x Hi-Speed USB - 4 pin USB Type B

**Spare Ink:** Each printer will have 2 complete sets of extra ink

**Dimensions:** L: 380mm W: 200mm, H: 200mm (Variations from these guidelines not to exceed +5%)

### 6.4 **Web Cam**

The supplier shall quote for a USB camera with the following minimum specifications:

- 4 mega pixel resolution
- High quality lens suitable for biometric facial image capture
- The lens size shall be bigger than the CCD or CMOS size
- The camera shall be capable of 1/100 sec exposure
- LED Light to permit low-light image capture
- USB 2.0 Support
- Independent mount

### 6.5 **Power Supplies**

The independent power supply shall be mains/generator chargeable and shall provide for at least 10 hours continuous power for both the printer and laptop. The printer will be assumed to have a duty cycle of 300 pages per day. The power supply shall consist of an integrated inverter/battery pair with the following specifications:

- 500VA charger/inverter with a minimum 12v/40AH deep cycle battery. Only Gelled or Absorbed Glass Mat batteries are acceptable.
- Inverter/Charger specification 12VDC/240VAC (input/output), 60Hz Sine wave output,
- 2 x British socket (BS 1363 Socket)
- Will have both audible and LED indicators of low charge
- Integrated robust carriageable conformation
- On/Off Switch, charge indicators,

- Portability, a preference for an integrated, portable solution is emphasized
- The Batteries will not be included in the case, a back pack will be provided for carrying the battery.

#### 6.6 **External Hard Drive**

The laptop will be equipped with an external hard drive that is continuously connected for redundancy of data storage and for data transport. The hard drive shall be:

- 500 GB Raw storage
- USB 2.0 Support
- Plug and Play support
- Powered solely by USB
- Rubberized casing for protection
- LED Data transfer indicators

#### 6.7 **USB Hub**

If the proposed laptop has only 3 ports it will be provided with a USB Hub

- The hub will be USB 2.0 compatible and will not itself require external power
- The hub will have at least 3 ports.

#### 6.8 **Carrying Case**

The carrying case shall be of a light, tough, weather-proof construction with rounded edges and corners, with ergonomic features. The carrying case will have a dense foam interior to enable secure packing of materials and soft foam slips for padding to accommodate variations in size from moldings. The case shall have the following characteristics:

- Stacking - Features to permit secure tessellation and stable stacking
- Portability - will have appropriate handles on at least 2 axes
- Grooved - to facilitate water run-off
- Standards - should meet at a minimum Mil-Spec 810F 501.4 (hot temperature) and IP Standards 55 (Solid and liquid ingress protection - medium)
- Size - The case shall be of a size to contain a laptop computer 15 inch, Web cam, portable printer, fingerprint scanner and external hard drive
- Straps and Fastenings - The case shall be lockable and have an encircling secure strap of tough material
- Silica Gel: The case shall be provided with pockets of Silica Gel to keep the equipment dry
- Scissors: The case shall provide slots for the placement of scissors (Minimum 7 inch full hand grip), Extra Ink, Paper, and Cold Pouch Laminate

### 7 **Mode of Response**

#### 7.1 **Format and Manner of submissions.**

Quotations are required in 2 formats, Electronic and Paper. All quotations must be submitted in both formats.

**Electronic Bids:**

Electronic bids will be submitted by email and/or fax by Friday 8th October 2010 at 17:00 Nigerian Time. Bidders will ensure that within 24 hours of electronic bid submission, they furnish the commission with proof that they have dispatched hard copy to the commission by form of a scanned courier receipt and a parcel tracking number AND a scanned stamped table of supply. Hand Deliveries are required on Monday, 11<sup>th</sup> October 2010.

**Portable Document Format:**

All responses will be in immutable Portable Document Format (pdf with change restrictions, allowed to print and copy)

**Hard Copy:**

Responders will submit 3 printed individually sealed copies of their quotation by courier or hand delivery, to arrive at the commission not later than 7 days after the electronic bid submission. The deadline for receipt of hard copy is Friday, 15th October 2010 at 17:00 Nigerian

**Time.** The content of the hard copy will be an exact reproduction of the electronic submission. Each page shall be signed by a named officer of the company AND bear a company stamp.

7.2 **Table of Supply**

Respondents are asked to fill this simple table and include as the first page of their submission.

1 Full Name of firm				
2 Principal Contact				
3 Signature Contact				
4 Item	Unit Price (US\$)	Qty(14d)	Qty(28d)	Qty(35d)
5 Laptop				
6 Webcam				
7 Fingerprint Scanner				
8 Mobile Printer				
9 Case				
10 Power Supply				
11 External Hard Drive				
12 Silica Gel				
13 Integration Cost				
14 Five Year Warranty				
15 Date of Offer				
16 Validity of Offer				

### 7.3 Confidentiality

Receipt of this request for quote is strictly confidential. The commission may at its sole, absolute and incontestable discretion disallow one, any or all submissions for violation of this understanding of confidentiality.

### 7.4 Required Supplementary Information

Each quotation shall be accompanied by the following mandatory supplementary information:

**Company Profile:** Each responder must provide a company profile including

- Proof of incorporation
- Last 3 years Financial Performance/Reports
- A tax clearance certificate (If domiciled in Nigeria)
- Production capacity/units supplied over the last 3 years of each component quoted



- Location of factories, production plants or assembly plants indicating capacity of each
- Proof of capacity to supply quoted items in time (e.g. Inventory in stock, manufacturing capacity)

**Product Data Sheets:** The responder shall supply detailed data sheets for all items quoted

**Product References:** The responder shall supply product references and/or attestations of product users who have used the product for more than 1 (one) year

**Financial References:** The responder shall provide proof of financial capacity to supply the goods quoted in the quantities quoted. This may take the form of a letter from a reputable bank

**Nominated Contact Person:** The responder shall provide details and contact information of a person who shall be the single point of contact and who is by nomination capable of entering into agreements and making commitments on behalf of the responder. The single point of contact shall speak fluent English and be available, at a minimum between 9:00 AM and 17:00 PM Nigerian time, every day of the week until supply is concluded.

#### 7.5 Constraints

1. Any attempt to contact, canvas or lobby the Chairman of the commission, a National Commissioner or member of the commissions staff will result in immediate and irrevocable disqualification.
2. Any queries, comments or discussion will be conducted over email and will be immediately published to all other potential responders. All communications will be solely by email.
3. The Vendor must certify that it will support the quoted systems for a minimum of 5 years
4. Partial Bids are allowed, a Vendor may bid for one, some or all items requested by this solicitation,

#### 8 Selection Criteria

The following are some of the selection criteria that will be used in the short listing of vendors:

1. The quoted quantity should not be more than 10% of the responder's yearly production/supply volumes as calculated over the last year. i.e. if in 2009 the responder sold 1M units, the responder may not quote for more than 100k units.
2. The responder must provide proof/credible assurance that they can supply the quoted quantity in the specified number of days. (See Section 7.2 )
3. Technical responsiveness: The responder must demonstrate that the item quoted for will perform to at least the minimum specification required
4. Product Quality: The responder may be asked, if short listed, to provide performance, quality and failure rate data and to factor projected failures into calculation.
5. Precedence will be given to respondents who offer the largest volume/quantity within the timeframe
6. Price is a critical determinant for selection

7. Preference will be given to suppliers who can supply the most items in the largest quantity
8. Integration of all devices into a single package is an essential requirement
9. Compliance Checklist

Please complete the compliance checklist below.

No Item Page Office Use

0	Company Identity	Page	Office use
1	Table of Supply		
2	Bid Guarantee		
3	Production Statistics		
4	Factory Locations		
5	Principal Contact Person		
6	Signature Contact Person		
7	Product Data Sheets		
	- Laptop		
	- Printer		
	- Fingerprint Scanner		
	- Web Cam		
	- External HDD		
	- Case		
	- Power Supply		
	- Indelible Marking		
	- Lint free cleaning cloth		
8	Five Year Warranty		
8	Proof of Incorporation		
9	3 Years Financials		
10	Tax Clearance Certificate		
11	Proof of capacity		
10	Enclosures and other information		

Enclosed with this Request for Quote are the following documents:

1. Evaluation Criteria
2. Sample Contract
3. Sample Proforma Invoice
4. Distribution Volumes (Quantity to which airport)

**SCHEDULE 2**

**CONTRACT UNIT OF SUPPLY PRICE/SERVICE SCHEDULE**

S/N	Description of Item	Unit Price	Duty Rate (%)	D u t y Amount (\$)	Port Levy (\$)	CISS F e e (\$)	ETLS (\$)	T o t a l Charges (\$)
1	Laptop Computer	482.68	5%	24.13	1.69	4.83	2.41	33.06
2	Webcam	46.11	5%	2.31	0.16	0.46	0.23	3.16
3	Finger print Scanner	49.52	5%	2.48	0.17	0.50	0.25	3.40
4	Printer + Extra Ink	130.9	5%	6.55	0.46	1.31	0.65	8.97
5	Power Supply (2 No. Batteries)	395.0	20%	79.00	5.53	3.95	1.98	90.46
6	Case	70.19	20%	14.04	0.98	0.70	0.35	16.07
7	2 External Hard Drives	198.2	5%	9.91	0.69	1.98	0.99	13.57
8	Warranty	14.0	0%	0.00	0	0	0	0
9	B a c k p a c k , Scissors, Lint Free Cloth	50.0	20%	10.00	0.7	0.10	0.25	11.05
10	Integration	6.02	0%	0.00	0	0	0	0
11				<b>148.42</b>	<b>10.38</b>	<b>13.83</b>	<b>7.11</b>	<b>\$179.74</b>
12	Clearing/Handling Fees at NAHCO							<b>\$30.00</b>
13	Delivery to INEC State Offices and FCT, Abuja							<b>\$35.00</b>
14							<b>Total</b>	<b>\$244.74</b>
15	VAT							<b>\$12.24</b>
16	Total Unit Charge							<b>\$256.98</b>
17	Unit of Supply Cost, Carriage and Insurance							<b>\$1442.62</b>
18	Total Unit of Supply Cost							<b>\$1,699.60</b>

**SCHEDULE 3.**

**SCHEDULE OF DELIVERY**

**DDC Distribution by State and Contractor  
HQ Reserved = 7,000**

					<b>78,000</b>	<b>27,000</b>	<b>20,000</b>
<b>S/N</b>	<b>State</b>	<b>DDC</b>	<b>Zone</b>	<b>Delivered</b>	<b>Zinox</b>	<b>Haier</b>	<b>Avante</b>
1	Lagos	8,465	A	8,819	5,503	1,905	1,411
2	Oyo	4,783	A	4,983	3,109	1,076	797
3	Ogun	3,210	A	3,344	2,087	722	535
4	Osun	3,010	A	3,136	1,957	677	502
5	Ondo	3,009	A	3,135	1,956	677	502
6	Edo	2,629	A	2,739	1,709	592	438
7	Ekiti	2,195	A	2,287	1,427	494	366
8	Kwara	1,872	A	1,950	1,217	421	312
9	Kaduna	5,108	B	5,321	3,321	1,149	851
10	Bauchi	4,074	B	4,244	2,648	917	679
11	Benue	3,691	B	3,845	2,399	831	615
12	Niger	3,187	B	3,320	2,072	717	531
13	Sokoto	3,035	B	3,162	1,973	683	506
14	Plateau	2,631	B	2,741	1,710	592	439
15	Kogi	2,548	B	2,654	1,656	573	425
16	Kebbi	2,398	B	2,498	1,559	540	400
17	Gombe	2,218	B	2,311	1,442	499	370
18	Taraba	1,911	B	1,991	1,242	430	319
19	Nassarawa	1,495	B	1,557	972	336	249
20	FCT	562	B	585	365	126	94
21	Kano	8,074	C	8,411	5,249	1,817	1,346
22	Katsina	4,896	C	5,100	3,183	1,102	816
23	Borno	3,922	C	4,086	2,550	883	654
24	Jigawa	3,527	C	3,674	2,293	794	588

25	Adamawa	2,609	C	2,718	1,696	587	435
26	Zamfara	2,516	C	2,621	1,636	566	419
27	Yobe	1,714	C	1,786	1,114	386	286
28	Anambra	4,623	D	4,816	3,005	1,040	771
29	Rivers	4,441	D	4,626	2,887	999	740
30	Delta	3,625	D	3,776	2,356	816	604
31	Imo	3,523	D	3,670	2,290	793	587
32	Akwa Ibom	2,982	D	3,107	1,938	671	497
33	Enugu	2,958	D	3,082	1,923	666	493
34	Abia	2,676	D	2,788	1,740	602	446
35	Cross River	2,283	D	2,378	1,484	514	381
36	Bayelsa	1,805	D	1,880	1,173	406	301
37	Ebonyi	1,784	D	1,859	1,160	401	297
	<b>TOTALS</b>	<b>119,989</b>		<b>125,000</b>	<b>78,001</b>	<b>27,000</b>	<b>20,002</b>

**SCHEDULE 4.**

**ADDENDUM.**