

**African Development Bank
Temporary Relocation Agency**



**Corporate Procurement Division
Fax Number: + (216) 71 835 249**

Date: 04 November 2011

**REQUEST FOR PROPOSAL FOR ACQUISITION, IMPLEMENTATION, AND MAINTENANCE OF A
GLOBAL SECURE WEB GATEWAYS SOLUTION FOR THE BANK IT INFRASTRUCTURE**

ADB/RFP/CGSP/2011/0191

Letter of Invitation

Dear Sir/ Madam,

1. The African Development Bank (hereinafter referred to as "AfDB" or the "Bank") requests your proposal for the items and service(s) specified in this request for proposals (RFP). To qualify for award, the bidder must meet the qualification criteria, if any, stated in the RFP Data Sheet, Annex I of this RFP.
2. This RFP includes the following letter of invitation together with its annexes and the appendices to these annexes:

Annex 1	:	RFP Data Sheet
Annex 2	:	Terms of Reference
Annex 3	:	Functional Requirements
Annex 4	:	Contents of the Proposal to be submitted + Appendix A, B,
Annex 5	:	Evaluation Criteria
Annex 6	:	General Terms and Conditions for the Purchase of Goods, Works and Services
Annex 7	:	List of the Member Countries of the Bank
Annex 8	:	Draft Contract

3. Only those bidders that are nationals of member countries of the Bank and whose items and services that are provided originate from the member countries of the Bank are eligible to submit a bid in accordance with the RFP. The list of member countries is given as in Annex 7.
4. Your proposal must be received on or before the date and time specified in the RFP data sheet by mail, courier or hand-delivery at the addresses given below:

Postal Address:

**African Development Bank,
Corporate Procurement Division (CGSP.2)
ADB Temporary Relocation Agency (Tunis)
Angle des trois rues: Avenue du Ghana, Rue Pierre de
Coubertin, Rue Hedi Nouria
BP: 323
1002 - Tunis Belvédère
Tunisia**

Delivery Address:

**Corporate Procurement Division (CGSP.2)
EPI Block B Building
Office 2A2
African Development Bank
ADB Temporary Relocation Agency (Tunis)
Angle des trois rues: Avenue du Ghana, Rue Pierre de
Coubertin, Rue Hedi Nouira
BP : 323
1002 - Tunis Belvédère
Tunisia**

5. Proposals should be enclosed in a sealed envelope (**with both the technical and the financial proposal in separate sealed envelopes**) and addressed to the Bank at the address given below.

Each bidder will submit their proposal in one original and four copies: the original proposal must carry the mention "original" and each of the four copies the mention "copy". The technical proposal (one original + 4 copies) and the financial proposal (one original + 4 copies) will each be placed in two separate sealed envelopes (the "internal envelopes").

The following should appear on each internal envelope:

- a) the purpose of the present bid
- b) the "Technical Proposal" or "Financial Proposal" as the case may be.
- c) the name and address of the bidder.

The two internal envelopes should be placed together in a large single sealed envelope called "**external envelope**", which must be anonymous and, **carry only the label specified in the RFP data sheet which should be photocopied and placed on the external envelope.**

6. It is the sole responsibility of the bidders to ensure that the sealed envelope containing the proposal reaches the above address before the time and date indicated in paragraph 4 above. When delivered by hand, the proposals must be delivered at the above address during the Bank's working hours from 0800 hrs to 1200 hrs and from 1400 hrs to 1800 hrs, Monday through Friday except for holidays observed by the African Development Bank. Delivery to any other office of the African Development Bank will be at the risk of the bidder and will not constitute timely delivery. **Proposals received after the above-mentioned closing time or deadline shall be rejected.** If the deadline for submission happens to be a holiday, the proposals will be opened at the same time on the next working day. The Bank may extend the deadline for submission of proposals at any time without incurring any liability to the bidders. A Public opening of the technical bids will occur at the date and time specified in the RFP data sheet.
7. **A prospective bidder requiring any clarification in relation with the bidding documents may notify the Bank in writing to the Bank's mailing address indicated in these documents. All requests for clarifications must be received by telefax (at the fax number +216-71 835 249) or by electronic mail : tender@afdb.org, no later than the date stated in RFP Data Sheet. If a Bidder feels that any important provision in the documents will be unacceptable, such an issue should be raised at this stage. The Bank will respond within a week in writing to all prospective requests for clarification or modification of the bidding documents that it receives before the date stated in RFP Data Sheet. . Written copies of the Bank's response to questions raised by telefax or electronic mail or (including an explanation of the query but with no indication of its source) will be sent to all prospective bidders that have received the bidding documents and will also posted on the Bank's website (<http://www.afdb.org/en/about-us/corporate-procurement/procurement-notices/current-solicitations/>).**
8. At any time before the submission of proposals, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, amend the RFP. The amendment shall be sent in writing by telefax or email to all invited firms and will be binding on them. The Bank may at its sole discretion extend the deadline for the submission of proposals.
9. Proposals must be submitted in the English or French language in **One Original + Four Copies** (any attachments or appendices and annexes thereto must also be submitted in **One Original + Four Copies**).

The Technical Proposal must include information in sufficient detail to allow the Bank to consider whether your company has the necessary capability, experience, knowledge, expertise, and the required capacity to perform satisfactorily the services specified along with any other information that may be requested by Annex 4 of this RFP.

10. It is mandatory for the bidders to submit the **Financial Proposal** by using the bid submission form, attached as **Appendix B** of this RFP, including a description of the proposed items and services. Any deviation from the requested requirements (see TOR on **Annex 2**) shall be highlighted and explained. Please note that the Bank will only consider those deviations that have an effect of improving the items and services requested.
11. The evaluation method of the proposal is described in detail in **Annex 5**. For this procurement, evaluation will be based on combined technical and financial proposals. Only bidders, whose technical proposal meet or exceed the minimum qualification points, will be considered for financial evaluation.
12. By submitting the proposal, the bidders confirm that they have taken into account all the documents of this RFP including the addenda (if any), all the annexes and as the case may be, the appendices to annexes. The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.
13. The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes including customs duties. Prices must be expressed in Euros. Surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority as the Bank, its property, other assets, income and its operations and transactions are exempt from any obligation relating to the payment, withholding, or collection of any tax or duty, by virtue of article 57 of the Agreement establishing the Bank.
14. By submitting their bids, each bidder also warrants that they are legally authorized to provide the items and perform the services and that they are not in default with the tax and social security obligations in their country. The Bank may, at its sole discretion, ask any bidder to provide documentary evidence establishing the same.
15. Proposals should remain valid for a period of not less than ninety (90) days after the deadline date specified for submission.
16. The Bank will award the contract to the bidder whose technical proposal has been determined to be substantially responsive and who has offered the lowest financial proposal in accordance with the evaluation criteria given in **Annex 5**. Responsiveness will be judged by conformance to all the terms, conditions and specifications of the RFP.
17. The Contract shall be governed by the Terms of References (attached in **Annex 2** of this RFP), and the General terms and Conditions (attached as **Annex 6** of this RFP). Any such contract will require compliance with all factual statements and representations made in the proposal.
18. Unless otherwise specified in this RFP, the rates quoted should be fixed for the duration of the contract and should not be subject to adjustment on any account.
19. Notwithstanding the above, the Bank reserves the right to amend the content of this RFP and to accept or reject any or all proposals and to cancel the bidding process at any time prior to the award of the contract without incurring any liability to any bidder.
20. Please note that it is the policy of the Bank that bidders, observe the highest standard of ethics during the procurement process and execution of such contracts. In pursuance of this policy, the Bank will reject a bid if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
21. We look forward to receiving your proposal and thank you for your interest in the African Development Bank.

Chief Procurement Officer
Corporate Procurement Division (CGSP. 2)

**African Development Bank
Temporary Relocation Agency**



**Corporate Procurement Division
Fax Number: + (216) 71 835 249**

ANNEX I – BID DATA SHEET

The numbering below refer to the appropriate numbering of the RFP

§ 1 The Items and services to be provided are outlined in Annex 2

§ 1.2 To be qualified for this tender, the company must meet the following minimum criteria:

- (a) **Eligibility Criteria:** Interested companies and products must originate from one of the Bank's member countries listed in the request for Proposals. (See Annex 7)
- (b) **Financial Criteria:** Interested companies must provide a minimum average turnover of **Euros 310,000** per year for the past three years (2008, 2009 and 2010) or latest, audited Financial Statements in support
- (c) **Manufacturer's authorization: (if applicable)**
 - Reseller Agreement
 - Annual Qualification
 - Sales Certification
 - Technical Certification
- (d) **General Experience Criteria:** The bidder should have a minimum of three (3) years' experience,
- (e) **Specific Experience criteria:** The bidder shall have successfully implemented as a principal contractor, three projects of a similar nature and complexity during the past three (03) years (the Bank reserves the right to check references).
- (f) **Country of origin of Products:** Products should be from AfDB Member countries (See annex vi)
- (g) Bidders are required to fill the Functional Requirements Table, provided in soft copy on the Bank's website (<http://www.afdb.org/en/about-us/corporate-procurement/procurement-notice/current-solicitations/>), and print it out and included in the Technical Proposal)
- (h) **Integrated solution:** All the required features in only one box

3.2 The deadline for submission of Proposals is 15.00 hrs, Tunis time on Friday 2nd December 2011.

3.3 Evaluation will be carried out according to the evaluation criteria indicated in Annex 5.

3.4 Bids should be submitted in **one original and four copies**

§ 4. The time for opening the bid / Proposal is 15.30 hrs, Tunis time on Friday 2nd December 2011

5. The validity period of the Proposals is 90 days from the deadline for submission of Proposals.

§6 The text to be photocopied and placed on the external envelope is the following:

Corporate Procurement Division, CGSP.2
EPI Block B Building
Office 2A2
African Development Bank
ADB Temporary Relocation Agency (Tunis)
Angle des trois rues: Avenue du Ghana, Rue Pierre de Coubertin, Rue Hedi
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**REQUEST FOR PROPOSAL FOR ACQUISITION, IMPLEMENTATION, AND
MAINTENANCE OF A GLOBAL SECURE WEB GATEWAYS SOLUTION FOR
THE BANK IT INFRASTRUCTURE**

– DO NOT OPEN UNTIL ON BID OPENING DAY

Reference: ADB/RFP/CGSP/2011/0191

RFP Closing Date and Time: 15.00 Hrs, **Friday 2nd December 2011**

§ 7.1 All requests for clarifications must be received by telefax or by electronic mail no later than fourteen (14) days before deadline for submission.

TERMS OF REFERENCE (TOR)

**INTERNATIONAL COMPETITIVE BIDDING FOR
ACQUISITION, IMPLEMENTATION, AND MAINTENANCE OF A GLOBAL SECURE WEB
GATEWAYS SOLUTION FOR THE BANK IT INFRASTRUCTURE**

BACKGROUND

The African Development Bank Group, hereinafter referred to as “The Bank,” or “AfDB”, is a regional multilateral development finance institution established in 1963 with a mandate to further the economic development and social progress of African countries, individually and collectively. Since 2003, The Bank, which has established its Headquarters in Abidjan, Côte d'Ivoire, is temporarily relocated (Temporary Relocation Agency -TRA) in Tunis (Tunisia). The Bank has 77 members consisting of 53 regional (RMCs) and 24 non-regional (NRMCS) member countries and has approximately 2000 staff members, who have been recruited from a wide geographic area only limited by membership in the Bank, making the institution multicultural in every sense of the word. The Bank has two official languages: English and French. It cooperates with a large network of international development partners. For purposes of its operations the Bank also maintains field offices in certain of its RMCs, including Algeria, Angola, Burkina Faso, Chad, Malawi, Sierra Leone, Soudan, Cameroon, Gabon, Ghana, Guinea Bissau, Kenya, Nigeria, Egypt, Ethiopia, Uganda, Mozambique, Mali, Morocco, Madagascar, Rwanda, RD Congo, Senegal, South Africa, Tanzania, Zambia, Central Africa, Burundi, Togo, Liberia.

1.1 Security Unit (SECU)

The Security Unit develops security strategies and emergency contingency plans, including norms and standards, to ensure the protection of all Bank Group assets and personnel at all of the locations including field offices. The Unit prepares security threat level reports on regional member countries in particular and disseminates such information to staff for their awareness. The Unit will identify all threats to the Bank Group and its staff and put into place all necessary counter measures and actions for their effective mitigation. Additionally the Security Unit provide close protection and security support for the Bank, and advise the President in both a Pro-active and Reactive manner for all security related issues affecting the daily operations, mid-term goals and long term strategy of the Bank.

The Security Unit is responsible for security within the Bank's premises (Headquarters, villas, cité BAD, Field Offices and other buildings rented by the Bank), control of access to Bank premises and security sectors, as well as fire control at the Headquarters and Field Offices. The Unit shall also be responsible for reviewing the security issues and situation in countries to inform staff going on mission. It shall liaise with the United Nations and other similar institutions to monitor professional and environmental security issues. The Security Unit also proactively protects the Bank against cyber-criminals and other criminal elements that attempt to damage the reputation of the Bank.

INFORMATION SECURITY

The purpose of the Information Security Team is to formulate, implement and manage Bank's wide information systems security strategy programs, policies, procedures and standards related to business processes, systems development, and hardware and software operations. Information Security ensures that the availability, confidentiality, integrity, audit ability of the Bank's information systems are met.

- Protect the Confidentiality, Integrity & Availability of AFDB information Assets.
- Success ensures that customer's & employees' personal / financial data are protected and its transactions systems operate in a secure and stable environment.
- Cardinal components of Information Security: Technology, Processes & People

1.2 UNDERLYING RATIONALE OF THE PROJECT

In 2009, the Bank acquired a Web filtering solution to protect users and IT infrastructure against Internet threats. This solution was deployed on the main Internet access shared by all the different sites located in Tunis, Tunisia (ATR, EPI, AMEN BANK, ZAHRA BED). Since March 2011, dedicated internet access was deployed for each site to solve performance and instability issues impacting critical applications like Bloomberg, Reuters, etc. The objective of the RFP is to acquire a global Web security solution to protect all the Bank locations in Tunis against Web threats.

2. OBJECTIVES OF THE TOR

The purpose of the assignment is to acquire, implement and maintain a Global Secure Web Gateway Solution (SWG) for **2000** users offering Advanced and Real-time Security for Web and Web 2.0 to protect the Bank information system infrastructure. The solution will be deployed on the following Bank sites in Tunis. The 2000 licenses will be split into three sites as indicated below:

- **ATR building** : **1000 User Licenses**
- **EPI building** : **700 User Licenses**
- **ZAHRA BED Building** : **300 User Licenses**

The project will help the Bank to mitigate the risks associated with users web browsing and enforce the Bank policies by providing Web URL and content filtering and Web malware protection.

It should be noted that the Bank relies on the internet services to run its critical business (Reuters, Bloomberg etc.). Any failure on the internet services will create a serious business and financial exposure.

3. SCOPE OF THE SERVICES

Securing the Users' Web Access becomes a mission-critical component of the Bank's security strategy, we are not only seeking supplier of the software and hardware systems but also partnership with the provider to help the Bank in leveraging this solution through a sound implementation approach, proven organizational adoption tools. Based on this, the scope will include the following:

- (i) Supply, install, configure, and maintain the SWG solution (software, hardware) that should meet the functional and technical requirements as specified in this RFP (see table at Annex 3- Functional Requirements) for the three (03) sites in Tunis mentioned above.
As mentioned in 2 above, the scope will involve installation of 03 separate Secure Web Gateway appliances into three different Bank's Office Locations in Tunis. The distribution will be split into three sites in the order of 1000 User Licenses for ATR Building, 700 Users Licenses for EPI Building and 300 User Licenses for Zahrabed Building. Bidders are required to propose a solution that will enable the Bank to re-distribute the licenses among different sites depending of the load, movement and the number of users in each building if required. The Bank will also deploy SWG solution for its Field Offices Internet access Node in UK or in Germany. The Management and Reporting solution of the proposed solution should be able to manage and provide reporting for 02 redundant SWG appliances deployed in London, UK or Fuchsstadt, Germany for the Bank's Field Offices.
- (ii) Provide SWG solution with core capabilities of:
 - Real-Time Web Filtering
 - Real-Time Malware Protection
 - Applications, Users and Protocols Filtering
 - Centralized Management
 - Flexible Deployment
 - Integrated solution (all features in box)

- (iii) Develop and propose an implementation methodology with roadmap/schedule with monitoring targets and risks towards the desired target SWG Solution from the installation through deployment of the solution
- (iv) Provide the implementation services of the solution as stated in the proposed roadmap from installation, customization configuration and final deployment of the solution system
- (v) Define and state the risk implications of the proposed implementation methodology.
- (vi) Deliver training services for the solution during the implementation for technical staff for knowledge transfer both on the functional and technical aspects.
- (vii) Deliver documentation of the solution from the installation, customization to deployment.
- (viii) Provide maintenance service for the solution including software version upgrade, hardware replacement.
- (ix) Provide support and assistance including both remote and local/onsite assistance for resolution of major technical problems or technical issues.
- (x) Provide a flexible open solution for extension of additional users.
- (xi) The scope of this project does not include field offices. However, interested bidders are encouraged to quote for options 1 and 2 (see Appendix D), which include the possibility to extend the project to the Bank's field offices centralized internet access node.

In this regard, the Bank may extend the services to include the following two options

OPTION 1: Provision of 02 (two) web security gateway appliances (in redundancy and high availability mode) for 1500 users for the Bank field offices Internet access protection as part of this contract. The 02 appliances will be deployed in redundant and high availability mode at the Bank field offices common Internet ISP POP in London, UK or in Fuchsstadt, Germany.

OPTION 2: Provision of mobile and anywhere internet access protection and web security solution (cloud/SaaS) for 2000 users.

Please note that the Bank, no later than the expiration of the first year after the implementation and commissioning of the Base solution, reserves the right to buy the options 1 and/or 2 offered by the bidder, on the basis of the prices quoted within its offer.

4. TOR OUTPUTS - DELIVERABLES

At the end of the implementation exercise, the solution provider should provide a comprehensive report with a detail of completed implementation work. The deliverables will consist among others, into the following:

- a) Detailed description of completed implementation work in order to obtain a Fully installed, well integrated, customized and functioning SWG solution for the need of AfDB business requirements as specified in the scope of the services.
- b) Demo of the working solution to the management and staff of the Bank after completion of the implementation for review and feedback
- c) An executive summary report for Management of the implemented solution.

Annex 3: Functional Requirement of the Solution (Base offer)

Functional Requirements for the Web Security Gateway solution

Instructions

In the table below, the “Required or Desired” column represents whether a feature is a business requirement (Required), or if it is a feature that either will be used sparingly or may not be utilized/configured until a future date (Desired).

Please identify and describe where necessary the levels of support as: Full Support, Partial Support and No Support, which we define as follow:

(1) Fully Supported	The function is supported as a standard/configurable feature within the package.
(2) Partially Supported	The desired function is available in a separate optional package, or could be made available through the development of a new component or application, or only some of the features listed are fully supported. Please explain and specify associated costs for full support, where applicable.
(3) No Support	The desired function is not within the scope of the package and there is no practical way to provide it.

For each requirement, indicate which level of support pertains to the requirement by entering “1, 2, or 3” in the appropriate box.

- If the requirement is not fully supported, do not enter “1” in the Support Level box.
- In the case of Partial Support follow the “2” with an explanation and the estimated cost associated with the work in the “Vendor Support Level Detail” cell.

You may also provide detail to other support levels if desired.

Please note that the responses provided in this questionnaire shall be included within the technical offer and will be used to provide more details on the bidders’ compliance with the Bank’s technical requirements

Requirement	Required or Desired	Vendor Support Level 1, 2, 3	Vendor Support Level Detail / Comments
Capacity			
1500+ Users	Required		
Multi-sites Solution	Required		
Scanning & Filtering			
Web Filtering	Required		
Anti-Phishing	Required		
Antivirus, Anti-malware and Malicious Browser Codes Protection (Flash, Silverlight, scripts). The anti-malware product must be different from McAfee (the Bank current antivirus solution).	Required		
Real-time Security Scanning	Required		
Real-Time Social Networking and Web 2.0 Security like Facebook, LinkedIn,	Required		

and other Web 2.0 destinations			
Classification			
URL Database Filtering	Required		
Reputation	Required		
Antivirus, Antimalware and Malicious Browser Codes	Required		
Advanced Real-time Content Classification	Required		
Real-Time Social Networking and Web 2.0 Content Classification	Required		
Application and User Aware			
Application and Protocol Control	Required		
User Identification	Required		
Visibility of SSL-Encrypted Traffic	Required		
Management			
Central Management and Reporting for all Deployed Devices/Software	Required		
Web User Interface	Required		
Role Based Administration	Required		
Easy to use General Setup Interface	Required		
Easy to use and Granular Policy Configuration & Customization	Required		
Advanced Reporting	Required		
Forensics	Required		
Real-Time Session tracking	Required		
Granular Policies	Required		
Quota & Time Scheduling in Policies	Required		
Deployment			
Deployment in Transparent and Proxy Modes	Required		
Integrates to Active Directory	Required		
Integrates to Cisco ASA Firewalls & Cisco Network Devices Support Appliance, Virtual Appliance, Software or Mixed Versions	Required		
The Bank will deploy SWG for its Field Offices Internet access gateway in UK or in Germany. The Management and	Required		

Reporting solution of the proposed solution should be able to manage and provide reporting for the Field Offices SWG appliances.			
Evolutions			
Evolution to a Mixed with SaaS Solution	Required		
Evolution to Unified Content Security (Email, DLP, Web)	Required		
Integrated solution			
Integrated and all in one solution: all the required features in only one box	Required		
Local Support			
Local Support and/or Local representation by providing a proposed plan for Post-Warranty Service Plan and Technical Support Plan including the proof that the Bidder will be able to provide on-site support. The supplier and/or local agent shall provide support 24 hours, seven days a week by phone and on site interventions by operations and application specialists. For critical and high level severity problems, the supplier shall meet the following response time: Within one hour	Required		

5. Documentation, Support and Training

Ref#	Requirements / Questions	Vendor Response (Please answer as specifically as possible)
	Support Availability	
	Is local support and/or local representation available?	
	Is global support available?	
	At what times is support available?	

Ref#	Requirements / Questions	Vendor Response (Please answer as specifically as possible)
	Does a live person answer or message left?	
	Describe your levels of support programs. Does your company provide guarantees on software performance or support Service Level Agreements (SLAs). Describe those here.	
	Training	
	Describe your user training program(s), including a synopsis of relevant courses offered, options for delivery (web-based, CBT, instructor-led, etc.) and the locations of your major training centers. Provide a list of all appropriate courses with prices and course schedules.	
	Who provides product training?	
	How is training designed to meet customer needs?	
	Documentation	
	What type of user and technical documentation is provided?	
	What formats are the documentation delivered (paper, electronic, on-line, etc.)?	
	Is there a cost associated with documentation?	

6. Implementation

Ref#	Requirements / Questions	Vendor Response (Please answer as specifically as possible)
	Describe the standard methodology / lifecycle / activity sequence for a typical implementation of the package from project initiation through to warranty.	
	Show the resource requirements for the typical implementation of the base package. Resources must be identified by skill set & client versus vendor mix.	
	Describe the resources utilized in an implementation process (vendor-based, third-party, domain knowledge, certification, number of successful installs)	
	Is the base package fully tested, stable and operational?	
	What is the frequency of patches / fixes to the base product?	
	Does the package require mandatory customizations? A. If so, please quantify in terms of work effort / duration and costs. In addition please specify which of the mandatory customization effort is fulfilled by the vendor.	

7. Technical Information

High Level Architecture	
Description: (include architecture; 2 or 3 tier client server, web, etc., specifications for client software and communications between different tiers)	

Product Dependencies and Integration Capabilities

List relevant product or technology standards support and bold the options proposed for use at the African Development Bank (AFDB)

Hardware:	
Operating System:	
Database:	
Electronic Mail:	
Middleware:	
Workflow:	
Internet:	
Network:	
Security:	
Directory:	
Systems Management:	
Administration Tools:	
Other:	

Data Security

Describe in detail the authentication process, including front-end and back-end authentication	
Describe in detail how users reset their passwords and what happens when the passwords expire	

Server

What type of server?	<input type="checkbox"/> Windows 2003 <input type="checkbox"/> Win2007 <input type="checkbox"/> UNIX <input type="checkbox"/> Other:
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Integration

Does this product integrate with other products?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Application Program Interfaces (APIs) and how integration is supported	
Integration Technologies used:	
- XML	
- Batch import/export	
- Other	

Development

Can the product be customized for a given installation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is customization done by Vendor or by Client?	
If "Client", describe the tools and training required to do the customization	

Administration

Describe amount of staff and skill set required to provide ongoing operational and administrative support after installation	
How does the product handle reporting and the ability to introduce customized reports?	
Performance / Scalability	
What is the minimum and recommended hardware configuration for 500 users, 1000 users and 2,000 users plus?	
What is the recommended and maximum number of users that can be supported?	
Describe any limitations to scalability that exist	
Describe the recommended method to monitor performance of the product	
E-Mail	
Does this product integrate with Electronic Mail (Microsoft Exchange/Outlook)	<input type="checkbox"/> Yes <input type="checkbox"/> No
E-Mail usage:	<input type="checkbox"/> Application generated mail <input type="checkbox"/> Directory integration <input type="checkbox"/> Other: Interface that will generate e-mail notifications
Which systems are involved:	<input type="checkbox"/> Internal <input type="checkbox"/> Internet <input type="checkbox"/> SMTP

8. Support

Ref#	Requirement / Questions	Included	Optional	N/A
	The following questions may be answered with Included (inherent in License fee), Optional (available at additional cost – Specify \$'s) or N/A (Not Available)			
	Customer Support	Included	Optional	N/A
	Provide phone support			
	Provide local support			
	Provide on-line support via e-mail, FAQ's, downloadable hot fixes/patches			
	Offer on-line user community through established Regional & International user groups (Additional Comment Space)			
	Provide no cost on-line or web based training			
	Provide Computer Based Training (CBT) for customers			
	Provide On-site Training classes			
	Provide release notes when upgrades and/or patches are released, far prior to the upgrade or patch date (to allow for decision and test design)			

9. SUPPLIER

The supplier of the solution must be an established firm vendor/Systems integrator with relevant experience in the design and implementation of Secure Web Gateway solution at organizations of similar size.

**African Development Bank
Temporary Relocation Agency**



**Corporate Procurement Division
Fax Number: + (216) 71 835 249**

Contents of the Proposal

All submissions must be written in English or in French.

1. Technical Proposal (Technical Envelope- 1 original and 4 copies)

In respect of article 9 above, the bidder should submit the following documents:

- A statement of conformity (using format as described in **Appendix A**);
- A copy of the company certificate of incorporation and/or register of commerce. The requested documents shall clearly indicate the country of origin of the company and allocation of capital between stakeholders, which must meet the Bank eligibility requirements;
- Audited financial statements for the past 3 years (2008, 2009, 2010) or latest
- Project plan for the management of the contract including delivery lead time, installation, customization, testing, training and commissioning of the system
- A description of your relevant experience on this particular field, supported with at least three (03) examples of projects with similar nature and complexity carried out with satisfaction during the last three years 2008, 2009 and 2010
- Qualifications and level of competency of each key staff to be assigned to the execution of the contract (use format as described in **Appendix C**)
- Documentation, (i.e. technical sheets) on every item requested (including photos and including manufacturer's guarantee) and description of related services;
- Explanations for deviations (if any);
- Full name and address of the manufacturer's representative closest to the consignee, who can provide after- sales-service, spare- parts and warranty services;
- Proof of Partnership Status or Manufacturer's authorization (If applicable)
- Any other relevant Documentation such as proof of competence for Project Management;
- Proof that the company is an integrator of technical solutions;
- Bidders are required to fill the Functional Requirements Table, (Annex 3) which is also provided in soft copy on the Bank's website (<http://www.afdb.org/en/about-us/corporate-procurement/procurement-notice/current-solicitations/>), print it out and include it in the Technical Proposal.

2. Financial Proposal (Financial envelope- 1 original and 4 copies)

The financial proposal will include:

- a bid submission form, fully completed and signed (using format as described in **Appendix B**)
- a general table summarizing pricing (**Appendix D** fully completed and signed)
- The overall quotation (free and clear of all taxes).
- The contract initialed and stamped on each page

(To be included in the Technical Proposal)

A statement of conformity

To the African Development Bank
PO 323, 1002 Tunis Belvedere
Tunisia

Dear Sir,

Having examined the Request for Proposals documents (RFP N° **ADB/RFP/CGSP/2011/0191**), we, the undersigned, offer to provide the Bank, with [the items and services], in conformity with the Request for Proposals mentioned above, in the amount indicated in the Price Schedule form included in our Financial Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all items and services required in this Request for Proposals within the time frame stipulated in our Proposal.

We agree to abide by this proposal for a period of ninety (90) days from the date of the submission of the proposals in the Request for Proposals, and it shall remain binding on us and may be accepted by the Bank at any time before the expiration of that period.

Dated

Signature

In the capacity of

Duly authorized to sign this proposal for and on behalf of:

(To be included in the Financial Proposal)

Bid submission Form

To the African Development Bank
PO 323, 1002 Tunis Belvedere
Tunisia

Dear Sir,

Having examined the Request for Proposals N° **ADB/RFP/CGSP/2011/0191**), the receipt of which is hereby acknowledged, we the undersigned, offer to provide the requested items and services in full conformity with the said Request for Proposals in the total amount (free and clear of all taxes) of *[amount in words]*, *[amount in figures]*.

We agree to abide by this proposal, for a period of ninety (90) days from the proposal submission date as stipulated in the Request for Proposals, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

Dated:

Duly authorized to sign this proposal for and on behalf of:

[Signature]

In the capacity of

[Position]

Format of Curriculum Vitae (CV) For Proposed Key Staff

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of key staff member's experience and training most pertinent to tasks assignment. Describe *degree of responsibility held* by each staff member on relevant previous assignments and give dates and locations. Use up to half a page.]

Education:

[Summarize college/university and other specialized education of each staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter pages.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by each staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in *last ten years*, also give types of activities performed and client references, where appropriate. Use up to three-quarters of a page.]

Languages:

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these biodata correctly describe myself, my qualifications and my experience.

Signature of or authorized officer from the bidding firm

Date:

Day/Month/Year

PRICE SCHEDULE FORM

I- BASE OFFER:

The price schedule should indicate the following:

Sno	Description	QTY	PRICE	COUNTRY OF ORIGIN*
1	Web Filtering Appliance with capability to manage up to 1500 users per appliance. Each appliance to be deployed at one of the Bank's sites in Tunis.	03		
2	Total Web/Content filtering licenses (shared between the 03 sites: ZHRABED: 300 User Licenses. EPI: 700 User Licenses; ATR: 1000 User Licenses)	2000		
3	Total Anti-malware and Malicious Browser Codes protection licenses (shared between the 03 sites: ZHRABED: 300 User Licenses. EPI: 700 User Licenses; ATR: 1000 User Licenses)	2000		
4	Centralized Web Reporting & Policy Management	1		
5	Installation integration, and documentation	1		
6	Training (technical and functional aspects) for 10 persons	1		
7	Support during warranty	1		
Support and maintenance after the warranty (indicate annual price for four years)				
8	First year after warranty	1		
9	Second year after warranty	1		
10	Third year after warranty	1		
11	Fourth year after warranty	1		
Total amount				

*Mandatory

Please note that this is only a summary page. Bidders are required to provide detailed Pricing breakdown to enable the bank assess the computations and carry out arithmetic checks. If there is a difference between the total amount and the detailed price, the detailed price will prevail.

II- OPTIONS:

Please note that the Bank, no later than the expiration of the first year after the implementation and commissioning of the Base solution, reserves the right to buy the options 1 and/or 2 offered by the bidder, on the basis of the prices quoted within its offer (see below).

OPTION 1:

Sno	Description	QTY	PRICE	COUNTRY OF ORIGIN*
1	Option 1: Web security gateway appliances (in redundancy and high availability mode) for 1500 users for the Bank field offices Internet access	2		

	protection. Both appliances will be deployed in redundant and high availability mode at the Bank's field offices common Internet ISP POP in London, UK or in Fuchsstadt, Germany.			
2	Installation integration, and documentation	1		
3	Support during warranty	1		
Support and maintenance after the warranty (indicate annual price for four years)				
4	First year after warranty	1		
5	Second year after warranty	1		
6	Third year after warranty	1		
7	Fourth year after warranty	1		
Total amount for Option 1				

OPTION 2:

Sno	Description	QTY	PRICE	COUNTRY OF ORIGIN*
1	Option 2: Mobile and anywhere internet access protection and web security solution (cloud/SaaS) for 2000 users..	1		
2	Installation integration, and documentation	1		
3	Training (technical and functional aspects) for 10 persons	1		
4	Support during warranty	1		
Support and maintenance after the warranty (indicate annual price for four years)				
5	First year after warranty	1		
6	Second year after warranty	1		
7	Third year after warranty	1		
8	Fourth year after warranty	1		
Total amount for Option 2				

Payment schedule

Base offer

N°	Description		Amount
1	03 Web Filtering Appliances with capability to manage up to 1500 users per appliance	To be paid upon delivery and inspection	
2	Web/Content filtering		
3	Anti-malware and Malicious Browser Codes protection		
4	Centralized Web Reporting & Policy Management		
5	Installation, integration, and documentation	To be paid after upon successful integration and acceptance	
6	Training (technical and functional aspects) for 10 persons	To be paid after training	
7	Support during warranty	To be paid after live run of the system	
8	Support & maintenance for the 1 st year after warranty	To be paid on the second year	
9	Support & maintenance for the 2 nd year after warranty	To be paid on the third year	
10	Support & maintenance for the 3 rd year after warranty	To be paid on the fourth year	
11	Support & maintenance for the 4 th year after warranty	To be paid on the fifth year	

Option 1:

N°	Description		Amount
1	Two (2) Web security gateway appliances (in redundancy and high availability mode) for 1500 users for the Bank field offices Internet access protection. Both appliances will be deployed in redundant and high availability mode at the Bank field offices common Internet ISP POP in London, UK or in Fuchsstadt, Germany.	To be paid upon delivery and inspection	
2	Installation, integration, and documentation	To be paid after upon successful integration and acceptance	
3	Support during warranty	To be paid after live run of the system	
4	Support & maintenance for the 1 st year after warranty	To be paid on the second year	
5	Support & maintenance for the 2 nd year after warranty	To be paid on the third year	
6	Support & maintenance for the 3 rd year after warranty	To be paid on the fourth year	
7	Support & maintenance for the 4 th year after warranty	To be paid on the fifth year	

Option 2:

N°	Description		Amount
1	Mobile and anywhere internet access protection and web security solution (cloud/SaaS) for 2000 users.	To be paid upon delivery and inspection	
2	Installation, integration, and documentation	To be paid after upon successful integration and acceptance	
3	Training (technical and functional aspects) for 10 persons	To be paid after training	
4	Support during warranty	To be paid after live run of the system	
5	Support & maintenance for the 1 st year after warranty	To be paid on the second year	
6	Support & maintenance for the 2 nd year after warranty	To be paid on the third year	
7	Support & maintenance for the 3 rd year after warranty	To be paid on the fourth year	
8	Support & maintenance for the 4 th year after warranty	To be paid on the fifth year	

ANNEX 5

African Development Bank Temporary Relocation Agency



Corporate Procurement Division
Fax Number: + (216) 71 835 249

Evaluation Criteria

1. DETAILS OF THE EVALUATION

To be responsive, offers must contain all information required in each envelop as described above. Responsive offers will be the subject of a three-stage evaluation procedure detailed as follows:

- a) A pass/fail assessment will be carried out to determine whether the proposals meet the minimum pass/fail criteria indicated in 2, below.
- b) Technical proposals determined to meet the minimum pass/fail criteria shall be evaluated using a two stage evaluation procedure, as indicated under point 3 below.
- c) Firms scoring less than 75% of the maximum technical score will be rejected and their financial proposals returned unopened.
- d) The financial evaluation will be carried for bids which have satisfied the minimum technical evaluation score (representing 75% of the maximum technical score). Firms shall be ranked using a combined technical (Nt) / financial scores (Nf), as indicated below.
- e) The evaluation will be carried out on the base offer. Options 1 and 2 will be examined only during negotiations with the awardee.

EVALUATION AND COMPARISON CRITERIA

2. MANDATORY EVALUATION CRITERIA (PASS/FAIL)

CRITERIA	YES	No
Eligibility Criteria: Interested companies must originate from one of the Bank's member countries listed in the request for Proposals (See Annex 7).		
Financial Criteria: Financial Criteria: Interested companies must provide a minimum average turnover of Euros 310,000 per year for the past three years (2008, 2009 and 2010) or latest, audited Financial Statements in support		
Manufacturer's authorization: (If applicable) <ul style="list-style-type: none"> • Reseller Agreement • Annual Qualification • Sales Certification • Technical Certification 		
General Experience Criteria: The bidder should have a minimum of three (3) years' experience,		
Specific Experience criteria: The bidder shall have successfully implemented as a principal contractor, three projects of a similar nature and complexity for the past three (03) years (the Bank reserves the right to check references)		
Country of origin of Products: Products should be from AfDB Member countries (See annex vi)		
Bidders are required to fill the Functional Requirements Table,(provided in soft copy on the Bank's website http://www.afdb.org/en/about-us/corporate-procurement/procurement-notices/current-solicitations/), print it out and included in the Technical Proposal		
Integrated solution: All the required features in only one box		
Remarks (Accept/ Reject for the next Stage)		

To be responsive, and to be eligible for further evaluation, Bidders must comply with the Pass/fail criteria indicated above. Further evaluation will be carried out for Offers that qualify for the next stage as follows;

3. TECHNICAL EVALUATION CRITERIA (weight = 80%)

Technical Evaluation Criteria	Maximum Points	Score
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Detailed analysis of Firm's General Experience, Reputation and Experience in Previous Assignments and the nature and similarity of such assignments to this project: (3 projects each 5 marks at maximum): 15marks at maximum for 3 projects	15	
Project Plan – Project Management and Risk Management Proposal	8	
Training and transfer of knowledge	5	
Documentation	5	

Understanding of the TOR and the Overall Quality of the Proposal (10 marks)	10	
• Solution description	3	
• Compatibility with ADB existing equipment.	2	
• Technology proposed (Latest generation).	3	
• Quality of the proposed model and sustainability.	2	

Qualifications and Competence of the Key Personnel for the Assignment as well as partnership level:	25	
• General Qualifications (Service delivery management, Language Capacity and Knowledge of the region)	2	
• Experience with International Financing Institutions (e.g. WB, IMF, ADB), UN, Central and Large Commercial Banks, Large public or private companies	3	
• Experience in the Specific Assignment Described (3 projects each 5 points at maximum)	15	
• Composition of qualified technical Staff (experts 5 points), Professional 3 points, Specialist 2 points	5	

Local support (maximum 47 marks)	Points based on response time for critical and high level severity problems (as defined in the attached draft contract- Annex 8)				Score
	Response time ≤ 1 hour	1 hour < Response time ≤ 2 hours	2 hour < Response time ≤ 4 hours	4 hours < Response time	

Local Support and/or Local representation by providing a proposed plan for Post-Warranty Service Plan and Technical Support Plan including the proof that the Bidder will be able to provide support on site. The supplier and/or local agent shall provide support 24 hours, seven days a week by phone and on site interventions by operations and application specialists.	47	30	10	0	
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Proposal meets all functional requirements as stated in TOR (Including but not limited to)	Points based on level of support *			Score
	Fully Supported	Partially Supported	No support	
Capacity	10			
1500+ Users	5	2	0	
Multi-sites Solution	5	2	0	
Scanning & Filtering	10			
Web Filtering	3	1	0	
Anti-Phishing	1	0	0	
Antivirus, Anti-malware and Malicious Browser Codes Protection (Flash, Silverlight, scripts). The anti-malware product must be different from McAfee (the Bank current antivirus solution).	3	1	0	
Real-time Security Scanning	2	0	0	
Real-Time Social Networking and Web 2.0 Security like Facebook, LinkedIn, and other Web 2.0 destinations	1	0	0	
Classification	10			
URL Database Filtering	3	1	0	
Reputation	2	0	0	
Antivirus, Antimalware and Malicious Browser Codes	2	0	0	
Advanced Real-time Content Classification	2	0	0	
Real-Time Social Networking and Web 2.0 Content Classification	1	0	0	
Application and User Aware	10			
Application and Protocol Control	4	2	0	
User Identification	3	1	0	
Visibility of SSL-Encrypted Traffic	3	1	0	
Management	10			
Central Management and Reporting for all Deployed Devices/Software	1	0	0	
Web User Interface	1	0	0	

Role Based Administration	1	0	0	
Easy to use General Setup Interface	1	0	0	
Easy to use and Granular Policy Configuration & Customization	1	0	0	
Advanced Reporting	1	0	0	
Forensics	1	0	0	
Real-Time Session tracking	1	0	0	
Granular Policies	1	0	0	
Quota & Time Scheduling in Policies	1	0	0	
Deployment	10			
Deployment in Transparent and Proxy Modes	3	1	0	
Integrates to Active Directory	2	0	0	
Integrates to Cisco ASA Firewalls & Cisco Network Devices Support Appliance, Virtual Appliance, Software or Mixed Versions	2	0	0	
The Bank will deploy SWG for its Field Offices Internet access gateway in UK or in Germany. The Management and Reporting solution of the proposed solution should be able to manage and provide reporting for the Field Offices SWG appliances.	3	1	0	
Evolutions	10			
Evolution to a Mixed with SaaS Solution	5	2	0	
Evolution to Unified Content Security (Email, DLP, Web)	5	2	0	

Total marks for all Technical Criteria	185			
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*Please note the levels of support pertaining to the technical requirements are defined as follow:

(1) Fully Supported	The function is supported as a standard/configurable feature within the package.
(2) Partially Supported	The desired function is available in a separate optional package, or could be made available through the development of a new component or application, or only some of the features listed are fully supported. Please explain and specify associated costs for full support, where applicable.
(3) No Support	The desired function is not within the scope of the package and there is no practical way to provide it.

Bidders who will meet a minimum of **75% of the maximum technical score** will be considered for the next stage and their Financial Proposals will be opened.

The Bidders who fail to do so, or whose offer did not comprehensively address this RFP, will have their financial proposal not opened and not evaluated. Financial offers will then be returned to them unopened.

The technical scores of the Bidders shall be computed as follows:

$$Nt \text{ (technical score)} = 100 \times T / Tmax$$

(**Tmax** is the maximum technical score=**185 points**; **T** is the total technical evaluation score for each bidder)

3. FINANCIAL EVALUATION (weight = 20%)

1. Bidders obtaining the qualifying minimum technical score will be advised so, and it shall be notified to them (by email or by fax) the date and time of the opening of their financial envelope.

2. The financial proposals will first be checked for completeness and corrected for computational errors.

3. Detailed financial evaluation will then be carried out. The Bidder making the lowest financial proposal (*Fm*) shall be given 100 points.

4. The financial scores of the other Bidders shall be computed as follows:

$$Nf \text{ (financial score)} = 100 \times Fm / F$$

(*F* = amount of financial proposal for each bidder converted in the common currency).

4. Final Ranking

Proposals shall finally be ranked according to their combined technical (*Nt*) and financial (*Nf*) scores using the weights (*T* = the weight given to the technical proposal, 80%); *f* = the weight given to the financial proposal, 20%; *T* + *f* = 1) indicated in the above:

$$\text{Final Score (NG)} = Nt \times T\% + Nf \times f\%$$

The bidder making the highest combined score for the base offer will be ranked first, and be eligible for award of the contract.

For purpose of evaluation, the Bank will convert all bid prices expressed in the currency of the RFP in which the bid price is payable, into the Bank's Units of Accounts (UA) by using the Bank's monthly moving average rate for the applicable month (deadline for submission of proposals).

African Development Bank
General Terms and Conditions for the Purchase of Goods, Works and Services

1.0 Constitution of Contract

- 1.1 The submission of any bid shall constitute acceptance of the African Development Bank General Terms and Conditions for the Purchase of Works and Services, except to the extent they may be modified by special conditions attached to the Contract or Purchase Order (PO). These General Terms and Conditions are then an integral part of the Contract or PO to which they are attached.
- 1.2 No additional or inconsistent provisions and no variations in or modifications of that Contract or PO made by the Contractor shall be binding unless agreed to in writing by the African Development Bank (hereinafter called the "Bank" or AfDB).

2.0 Performance of Contract

- 2.1 The Contractor agrees to provide the works or services (hereinafter called the "Services"), as the case may be, required hereunder in accordance with the requirements set forth in the Contract or PO documents. The Contractor undertakes to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the Contractor's industry, having due regard for the nature and purposes of the Bank as an international organization and to ensure that the employees assigned to perform any Services under the Contract or PO will conduct themselves in a manner consistent therewith. The Services will then be rendered in (1) an efficient, safe, courteous and businesslike manner; (2) in accordance with any specific instructions issued from time to time by the Bank's designated Project Manager; and (3) to the extent consistent with the above as economically as sound business judgment warrants. The Contractor shall provide the services of qualified personnel through all stages of this Contract/PO. The Contractor shall promptly replace any member of the Contractor's project team that the Bank considers unfit or otherwise unsatisfactory. The Contractor represents and warrants that it is in compliance with all the applicable laws of

any jurisdiction in which the Services shall be performed.

- 2.2 The Contractor shall not assign or transfer any of its obligations under the Contract/PO. It shall be solely responsible for the performance of the Contract/PO in every respect. The Contractor shall indicate the Contract/PO number on all correspondence which shall be addressed to the Bank, unless otherwise stated. The Contractor shall immediately report to the Bank in writing any problems encountered which may jeopardize the performance of the Contract/PO.
- 2.3 The Contractor shall be responsible for obtaining and renewing at its own cost and in due time such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Bank to perform the Contract/PO.

3.0 Conflict of interest

- 3.1 The remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor shall not accept for its benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any subcontractors, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 3.2 Contractor or the contractor's employees, subcontractors and subcontractor's employees shall, during the term of the Contract/PO strictly avoid carrying out any other assignments that may be in conflict with this assignment for the Bank.

4.0 Financial Liability, Immunities and Applicable Law

- 4.1 The financial liability of the Bank under this Contract/PO shall not exceed the total amount of the Contract/PO.
- 4.2 Nothing in the Contract/PO or relating thereto shall be construed as constituting a waiver of

the privileges or immunities of the African Development Bank.

- 4.3 This Contract/PO is subject to the laws of England, unless otherwise specified in a specific provision of the Contract/PO.

5.0 Insurance

- 5.1 The Contractor shall procure and maintain during the entire period of performance of this Contract/PO, all adequate insurance required by law in the jurisdiction where the Services will be performed. Upon request of the Bank, the Contractor shall be able to furnish evidence of such insurance, or can be asked to take complementary coverage in order to meet the requirements of the present article.

6.0 Documents

- 6.1 The Contractor shall furnish all documents and technical information that the Bank may deem necessary for the performance of the Contract/PO. The Contractor shall, in the language requested, attach to each unit of the goods any information necessary for their maintenance and operation.
- 6.2 The Contract/PO Number must appear on all invoices, shipping documents, packing slips, packages and correspondence.

7.0 Changes

- 7.1 The Bank may, at any time by written order designated or indicated to be a change order, make changes to the Contract/PO or any part thereof.
- 7.2 If any such change increases or decreases the cost of and/or the time required for the performance of any part of the Contract/PO, an equitable adjustment shall be made in the Contract/PO price or time schedule or both, and the Contract/PO shall accordingly be amended. No change in, modification of, or revision to the Contract/PO shall be valid unless in writing and signed by an authorized representative of the Bank.
- 7.3 Prices indicated in the Contractor's bid shall, at all times, be deemed to be firm and not subject to revision. Works and services for the Bank are exempted from taxes and customs duties. If a Contractor is unable to invoice exclusive of taxes, he shall show these taxes and customs duties on a separate line in the

invoice, and the payment will be made free and clear of these taxes and customs duties.

8.0 Payment and Claims

- 8.1 Payment will normally be made through check or bank transfer within 30 days after receipt and acceptance of the Services or from receipt of a correct signed invoice whichever is later. Invoices must be sent in duplicate (one original and one copy) at the following address:

**Financial Control Department,
African Development Bank
15, Avenue de Ghana, angle des rues
Pierre de Coubertin et Hedi Nouira
BP 323, 1012 Tunis Belvedere
Tunisia**

Appropriate documentation should accompany all invoices.

- 8.2 Irrespective of their nature, all claims of the contractual parties, other than warranty claims, arising from or in any way connected with the Contract/PO, shall be asserted within six (6) months after its termination.

9.0 Warranties

- 9.1 The Contractor warrants that the Services provided under this Contract/PO will conform to the specifications, or other descriptions furnished or specified by the Bank.
- 9.2 If the Contractor fails to comply with the above requirements, the Bank may after notice to the Contractor, take action at the Contractor expense which in the opinion of the Bank is necessary.

10.0 Safety

- 10.1 The Contractor shall ensure that itself and all Contractor personnel observe and comply with all applicable safety rules including those specified by the Contractor and the Bank and the Bank's fire, safety and security regulations. The Contractor shall ensure that any work areas assigned by the Bank to the Contractor are cleaned daily and remain free of hazards.

11.0 Suspension

11.1 The Bank may at any time suspend the performance of the Contract/PO or any part thereof, even for its convenience, by a written notice specifying the part to be suspended, the effective date and the anticipated period of suspension. The Bank shall not be responsible for the cost of the Contractor's further performance of the suspended part after the Contractor has been directed to suspend performance.

11.2 Suspension of the Contract/PO shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract/PO.

12.0 Termination of Contract/PO

12.1 The Bank may, by written notice, without the authorization of a court or any other authorization and without prejudice to any other remedy, terminate the Contract/PO in whole or in part:

12.1.1 If the Contractor fails to perform any of its contractual obligations and does not immediately rectify such failure after receipt of a written notice by the Bank;

12.1.2 If the Contractor becomes insolvent or bankrupt or ceases paying its debts generally as they mature.

12.1.3 For convenience, without assigning any reason.

12.2 Termination of the Contract/PO in whole or in part by the Bank is not limited to a fundamental breach of Contract/PO and shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract/PO.

12.3 If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (i), the Bank may procure, upon such terms and in such manner as it may deem appropriate, services and works similar to those not delivered and the Contractor shall be liable for any excess costs or damage caused to the Bank by the Contractor's default. The Bank reserves the right to offset costs, incurred by it in relation to the termination of the Contract/PO, from any monies due. In case of partial termination of the Contract/PO, the Contractor shall continue performance of the Contract/PO to the extent not terminated.

12.4 If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (iii) for convenience, the notice of such a termination

shall state that termination is for the Bank's convenience, the extent to which the performance under the Contract/PO is terminated, and the effective termination date. The Bank will issue an equitable adjustment, not to exceed the total Contract/PO price, to compensate Contractor for: (i) the Contract/PO price for the Services accepted by Bank but not paid previously and adjusted for any savings, (ii) the costs incurred in the performance in the work terminated, including initial and preparatory expenses; (iii) the cost of settling and paying other Contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Contract/PO and not included in items (i) and (ii) hereof; and (iv) a reasonable profit on item (ii) above.

12.5 If the Contractor is found to have engaged in any corrupt or fraudulent practices in connection with the Contract/PO, the Bank may in its sole discretion do any or a combination of the following: (i) declare void or terminate this Contract; (ii) declare the Consultant ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Consultant. For purposes hereof,:

- "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the procurement process or in Contract/PO execution.

- "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract/PO to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

13.0 Period of performance and Liquidated Damages

13.1 The period of performance of the Services shall be as stated on the front of the Contract/PO. The schedule for submitting deliverables shall be as stated either in the statement of works attached to this Contract/PO or in front of this Contract/PO. Deliverables must be completed within the said period.

13.2 If the Contractor fails to perform the Contract/PO or any part thereof within the specified period, the Bank may, without prejudice to any other remedy under the

Contract/PO, deduct from the Contract/PO price, as liquidated damages, a sum equal to 0.5% of the Contract/PO value for each week of delay until actual performance, up to a maximum of 5% of the Contract/PO value.

14.0 Liability

14.1 The Contractor shall be liable for all damages arising from its action or that of its agents, of which he or its agents could be held liable under the applicable laws.

14.2 The Contractor shall bear the full financial consequences of any material damage or personal injuries, including death which, through its action or that of its agents, may be suffered by himself, its agents, the Bank or its agents or any third party.

14.3 The Contractor undertakes to indemnify and hold the Bank and its agents and principals harmless against all claims, suits and losses that are due to personal injury (including death) or property damage to the extent caused, or alleged by a claimant to have been caused, connection with the performance of the Services under this Contract/PO, by (i) improper or defective work performed by the Contractor; (ii) improper or defective machinery, materials, supplies, implements, equipment or appliances provided, installed or used by the Contractor; and (iii) negligent or wrongful acts or omissions of the Contractor.

15.0 Intellectual Property and Confidentiality

15.1 The Contractor agrees to indemnify and hold harmless the Bank, its officers, employees and agents against all claims, suits and losses that arise from patent, trademark and/or copyright infringement by the Contractor. The Contractor further agrees and indemnifies the Bank in any action against the Bank by the Contractor's employees seeking further compensation for claims covered by the Contractor's worker's compensation insurance. The obligation set out in this Article shall survive the expiration or termination of the Contract/PO.

15.2 The Contractor shall not, while performing the Contract/PO or at any time thereafter, use, or disclose in any manner prejudicial to or incompatible with the interests of the Bank any information of a restricted or confidential nature that may come to its knowledge in connection with the

performance of this Contract/PO. The Contractor shall not use the Bank's name or emblem without prior written authorization.

16.0 Dispute Settlement

16.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this purchase order amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the "Notice of Dispute") specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.

16.2 If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or difference, either party may require that such dispute be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

16.3 The arbitral tribunal shall comprise one arbitrator jointly chosen by the parties. However, where the parties are unable to reach an agreement within sixty (60) days of notification of the Conciliation Notice, the London Court of International Arbitration (LCIA) shall become the appointing authority.

16.4 The arbitration shall take place in, [Tunis], [Tunisia] and shall be in the English language.

16.5 The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.

16.6 Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to the Bank under the Agreement Establishing the African Development Bank, international conventions or any other applicable law.

16.7 The provision of this article shall remain in force after the termination of this contract.

17.0 Governing law

17.1 This Agreement shall be governed by, enforced and construed in accordance with the laws of England.

18.0 Force Majeure

18.1 "Force Majeure" means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under the Contract/PO, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of such party, and (d) occurs without the fault or negligence of such party.

18.2 The party affected by such Force Majeure shall give prompt written notice to the other party of the nature and probable duration of such Force Majeure, and of the extent of its effects on such party's performance of its obligations hereunder.

18.3 During the continuance of such Force Majeure, the obligations of the affected party shall be suspended to the extent necessitated by such Force Majeure.

18.4 In the event of Force Majeure which delays performance of the Contract/PO or any part thereof by more than thirty (30) days, either party shall have the right, by notice to the other party, to terminate the PO.

19.0 Severability

19.1 If any provision of the Contract/PO is held to be invalid or unenforceable, the remainder of the Contract/PO will remain in full force and effect, and such provision will be deemed to

be amended to the minimum extent necessary to render it enforceable.

20.0 Copyrights, database and design rights

20.1 The deliverable report(s) and other creative work of the Contractor called for by this Contract/PO, including all written, graphic, audio, visual and other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media, (the "Deliverable Work") is being specially commissioned as work made for hire in accordance with the applicable copyright, data protection and design laws of the country governing the Contract/PO originated. The Bank is the proprietor of the Deliverable Work from the time of its creation and owns all right, title and interest therein throughout the world including, without limitation, copyrights and all related rights. To the extent that it is determined that the Deliverable Work does not qualify as a work made for hire within the meaning of the applicable copyright, data protection and design laws of the country governing the Contract/PO, then the Contractor hereby irrevocably transfers and assigns to the Bank all of its right, title and interest, throughout the world and in perpetuity, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by the Contractor or any other person or entity.

**African Development Bank
Temporary Relocation Agency**



**Corporate Procurement Division
Fax Number: + (216) 71 835 249**

List of Member Countries of the Bank

REGIONAL COUNTRIES			
1. Algeria	2. Angola	3. Benin	4. Botswana
5. Burkina Faso	6. Burundi	7. Cameroon	8. Cape Verde
9. Central African Rep.	10. Chad	11. Comoros	12. Congo
13. Côte d'Ivoire	14. Democratic Rep of Congo	15. Djibouti	16. Egypt
17. Equatorial Guinea	18. Eritrea	19. Ethiopia	20. Gabon
21. Gambia	22. Ghana	23. Guinea	24. Guinea Bissau
25. Kenya	26. Lesotho	27. Liberia	28. Libya
29. Madagascar	30. Malawi	31. Mali	32. Mauritania
33. Mauritius	34. Morocco	35. Mozambique	36. Namibia
37. Niger	38. Nigeria	39. Republic of South Africa	40. Rwanda
41. Sao Tome & Principe	42. Senegal	43. Seychelles	44. Sierra Leone
45. Somalia	46. Sudan	47. Swaziland	48. Tanzania
49. Togo	50. Tunisia	51. Uganda	52. Zambia
53. Zimbabwe			
NON REGIONAL COUNTRIES			
1. Argentina	2. Austria	3. Belgium	4. Brazil
5. Canada	6. China	7. Denmark	8. Finland
9. France	10. Germany	11. India	12. Italy
13. Japan	14. Korea	15. Kuwait	16. Netherlands
17. Norway	18. Portugal	19. Saudi Arabia	20. Spain
21. Sweden	22. Switzerland	23. United Kingdom	24. United States of America