



African Development Bank

Request for Proposals

**PROVISION OF A HOSTED SOLUTION
FOR EMAIL SMTP SERVICE RELAY
AND DNS INCLUDING MULTI LEVELS
OF SECURITY AND EMAIL CONTINUITY
SERVICES**

REF.: ADB/RFP/CGSP/2015/0108

**General Services
and Procurement
Department**

Oct 2015



SUMMARY DESCRIPTION

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

This Section is a letter from the Bank addressed to potential bidders inviting them to submit a proposal for the assignment. The LOI includes references to the selection method and applicable guidelines or policies of the Bank that govern the selection and award process.

Section 2: Instructions to Bidders

“Instructions to Bidders” contains provisions that are to be used without modifications. This Section provides information to help potential bidders prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

Section 3: RFP Data Sheet

“RFP Data” contains information specific to the current selection and corresponds to the clauses in “Instructions to Bidders” that call for selection-specific information to be added.

Section 4: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts.

Section 5: Evaluation Criteria and Methodology

This Section provides information and evaluation of proposals

Section 6: Technical Proposal Questionnaire

This Section includes the forms for Technical Proposals that are to be completed by potential bidders and submitted in accordance with the requirements of Section 2.

Section 7: Financial Proposal Questionnaire

This Section includes the financial forms that are to be completed by potential bidders, including bidders’ costing of their technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 8: Eligibility Requirements

This Section contains information regarding eligible countries.

PART II – CONDITIONS OF CONTRACT

Section 9: This Section includes the General Conditions of the Bank that shall not be modified,



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SECTION I – LETTER OF INVITATION

Dear Sir/Madam,

1. The African Development Bank (the “Bank”) invites proposals for the provision of goods and services as described in this Request for Proposal (RFP). To qualify for award, a bidder shall meet the qualification criteria set out in the Section 2.
2. The proposals submitted by bidders shall be received by the Bank on or before the date and time and in the manner specified in Section 2. The Bank’s requirement is set out in Section 4.
3. The Bank is an ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further economic development and social progress of African countries, individually and collectively. 80 member countries including all the 54 African countries and 26 non-African countries in the Americas, Europe and Asia own the Bank.
4. The Bank's principal functions include: (i) using its resources for the financing of investment projects and programs relating to the economic and social development of its Regional Member Countries (RMCs); (ii) the provision of technical assistance for the preparation and execution of development projects and programs; (iii) promoting investment in Africa of public and private capital for development purposes; and (iv) to respond to requests for assistance in coordinating development policies and plans of RMCs. In its operations, the Bank is also required to give special attention to projects and programs that promote regional integration.
5. The Bank began its operations from its headquarters, in Abidjan, Côte d'Ivoire on July 1, 1966. For purposes of its operations the Bank also maintains field offices in certain of its RMCs.
6. The information contained in the RFP is designed to enable bidders complete and submit proposals. Bidders shall read the RFP carefully and ensure proposals comply with the instructions provided in the RFP. Bidders are required to complete and submit the Technical Proposal Questionnaire (Section 6) and Financial Proposal Questionnaire (Section 7) in accordance with the Instructions to Bidders (Section 2), RFP Data Sheet (Section 3), Description of Goods/Technical Specification/Terms of Reference (Section 4), Eligibility Criteria (Section 8) and General and Specific Conditions (Section 9). The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology (Section 5). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.
7. Any eligible bidder interested in doing business with the Bank shall register with the Bank through its website at: https://eprocurement.afdb.org/sap/bc/webdynpro/sap/zsup_reg_submit#
8. A copy of all documents referred to in the RFP can be found on the Bank’s website:



<http://www.afdb.org/fr/about-us/corporate-procurement/procurement-notice/current-solicitations/>

9. We look forward to receiving your proposal and thank you for your interest in doing business with the Bank.

Division Manager
Corporate Procurement Division
General Services and Procurement Department

Date _____



SECTION 2 - INSTRUCTIONS TO BIDDERS

GENERAL

1. **Eligibility of Bidders, Goods and Services** - Goods and services procured by the Bank shall be produced in a member country of the Bank and supplied by bidders from a member country of the Bank as defined in the Presidential Directive concerning the Rules for Corporate Procurement activities of the Bank. The Bank's eligibility criteria as defined in the Presidential Directive are set out in the RFP.
2. **Procurement Ethics, Integrity, Anti-corruption and Fairness**
 - 2.1. It is the Bank's policy that bidders/suppliers to the Bank observe the highest standard of ethics during the procurement process and execution of such contracts. In pursuance of this policy, the Bank shall reject a proposal if it determines that the bidder, or any of its personnel, agent, consultant, subcontractor or service provider, has, directly or indirectly, engaged in "Corrupt", "Fraudulent", "Collusive", "Coercive" or "Obstructive" practices in competing for the contract in question. These terms are as defined in the General and Specific Conditions. The Bank may also declare the bidder ineligible for participation in future procurement and award of contracts, either indefinitely or for a stated period of time.
 - 2.2. A bidder/supplier who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank shall reject a proposal if it determines that any such gift has been offered.
 - 2.3. All bidders/suppliers are required to comply with the Code of Conduct for Suppliers in the General and Specific Conditions.
3. **Conflict of Interest** - A bidder shall not have a conflict of interest that would call into question its participation in the procurement process and award of contract. Bidders shall disclose any potential or actual conflict of interest in the disclosure form and during execution of any contract. All bidders found to have a conflict of interest may be disqualified.
4. **Joint Venture**
 - 4.1. Where a joint venture or any other form of partnership (JV) approach is proposed, bidders are required to provide full details of the JV and nature of relationship with other JV members. Bidders forming a JV shall nominate an authorized representative of the JV (duly evidenced by submitting a power of attorney signed by a legally authorized representative of the JV) who shall have the authority to conduct all business for and on behalf of all members and enter into the contract. Each member shall meet the eligibility criteria as defined in the Presidential Directive.
 - 4.2. A JV shall comprise no more than four members. At least one member shall provide 40% of the contract sum and each of the other members shall provide at least 20% of the contract sum.
 - 4.3. All members shall be jointly and severally liable for the performance of any resulting contract.

CLARIFICATION OF THE PROCUREMENT PROCESS

5. Bidders are solely responsible, at their own cost and risk, for obtaining information that may be necessary for preparing proposals and entering into the contract.
6. **Amendment of RFP** – The Bank reserves the right to modify any content of the RFP without incurring any liability to any bidder. Any such amendment shall be posted on the Bank's website. It is the sole responsibility of bidders to ensure they are aware of any amendment and take the amendment into account in preparing proposals.



7. Clarification of RFP

- 7.1. A bidder requiring any clarification on the RFP shall notify the Bank in writing at the details provided in the **RFP Data Sheet** and within the period for clarification in the **RFP Data Sheet**. Written copies of the Bank's response (including the questions raised without identifying the source) shall be posted on the Bank's website.
- 7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change to the RFP shall be raised at the earliest opportunity in writing at the details provided in the **RFP Data Sheet** and in any event no later than the deadline in the **RFP Data Sheet**. **The Bank shall not consider any request to change the General Conditions.**
- 7.3. The Bank shall determine, in its sole discretion, to accept or reject any query or request for change. Any response from the Bank shall be binding on bidders.
- 7.4. A bidder who contacts any member of Bank staff directly or indirectly in relation to the procurement (except staff specified in the **RFP Data Sheet**) shall be disqualified.
- 7.5. The Bank shall not respond to any query or request received after the deadline in the **RFP Data Sheet**.

8. Site Visit / Pre-Bid meeting

- 8.1. If provided in the **RFP Data Sheet**, bidders are invited to attend a site visit and pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any matter relating to the Bank's requirements. The cost of the site visit and pre-bid meeting shall be at the bidder's own expense.
- 8.2. Bidders are requested to submit any questions in writing to the address in the **RFP Data Sheet**, to reach the Bank no later than one week before the meeting.
- 8.3. If provided in the **RFP Data Sheet** that attendance at the site visit and pre-bid meeting is mandatory, any bidder wishing to submit a proposal shall attend the site visit and pre-bid meeting. The Bank shall not consider a proposal from a bidder who does not attend a mandatory site visit and pre-bid meeting.
- 8.4. Minutes of the meeting (including the text of the questions raised without identifying the source together with the Bank's response) shall be posted on the Bank's website.

PREPARATION OF PROPOSALS

9. **Cost of Bidding** – Bidders shall bear all costs associated with the preparation and submission of proposals. The Bank shall not be responsible or liable for any costs regardless of the conduct or outcome of the procurement process.

10. Language of Proposals

- 10.1. The proposal and all correspondence and documents relating to the proposal exchanged by the bidder and the Bank shall be written in the language specified in the **RFP Data Sheet**. A proposal submitted in a language not specified in the **RFP Data Sheet** shall be rejected.
- 10.2. Any printed literature furnished by the bidder written in another language other than the language specified in the **RFP Data Sheet** shall be accompanied by a certified translation in the language in the **RFP Data Sheet** of its pertinent passages in which case, for the purpose of interpretation of the proposal, the translation shall govern.

11. **Subcontractors and service providers** – Bidders shall identify any sub-contractors that will play a significant role in the bidder's performance of the contract. The Bank reserves the right to obtain the same level of information from subcontractors as from bidders.



12. **Documents comprising the Proposal** - Proposals shall comprise the following documents, completed in full and supported with evidence and information requested:
- Technical Proposal Questionnaire; and
 - Financial Proposal Questionnaire.
13. **Statement of Conformity, Bid Submission Form and Price Schedule** – Bidders shall sign the Statement of Conformity and Bid Submission Form and complete the price schedule using the forms provided. The forms shall be completed without alterations to its format and content. No other substitutes shall be accepted.
14. **Publicity Material** - Unless expressly permitted in the RFP, bidders shall not submit brochures, general marketing or promotional material with proposals. Publicity brochures shall not be accepted as answers to questions. Bidders shall respond fully to the questions in the RFP.
15. **Meeting the Bank's requirements**
- 15.1. Unless otherwise provided, bidders shall meet the Bank's requirements by the deadline for submission of proposals.
- 15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank determine whether the bidder has the required capability, experience, knowledge and expertise to satisfactorily perform the contract.
16. **Mandatory Requirements** – The RFP may include mandatory requirements. The classification of a requirement as mandatory gives an indication of its significance to the Bank. A proposal that does not meet any mandatory requirement shall be rejected as non-responsive.
17. **Samples and Inspection**
- 17.1. The Bank may request samples at any time during the procurement process. If requested, bidders shall provide samples free of charge. A bidder who fails to provide the required samples shall be disqualified. The Bank makes no guarantee that the samples will be returned or the condition of samples upon completion of evaluation. Samples shall be returned at the bidders own cost.
- 17.2. If provided in the RFP, the Bank shall conduct an inspection of the goods and services during the procurement process either at the bidder's premises or at the Bank's offices. Such inspection shall not relieve the bidder from any of its obligations under the contract. The Bank shall notify bidders in writing of the details of any inspection. The Bank shall not be responsible for the expenses incurred by the bidder for such inspection.
18. **Demonstration** – If provided in the RFP, the Bank shall require bidders to provide a live demonstration of the proposed solution. The bidder shall provide the demonstration free of charge and the Bank shall not accept any liability for any damage to or loss of bidders property in connection with such demonstration.
19. **Sustainable Procurement** – the Bank is committed to managing its business in an environmentally and socially responsible manner. The Bank would like to work with and encourage suppliers to execute the contract in the same manner. Bidders are encouraged to set out how they intend to incorporate environmental and social considerations if awarded the contract.



20. **Alternative Proposals** - The Bank shall not consider any variation to its requirements ("Alternative Proposal") unless expressly permitted in the **RFP Data Sheet**. If an Alternative Proposal is permitted, the Alternative Proposal shall be accompanied by a fully compliant proposal, i.e. one that meets the minimum technical requirements. The bidder shall quote the price for the fully compliant proposal and then separately provide the technical specification, methodology and adjustment in price that can be offered if the Alternative Proposal is accepted. The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Proposal of the successful bidder shall be considered.
21. **Acceptance of the General and Specific Conditions** - It shall be clearly understood that by submitting a proposal in response to the RFP, a bidder shall be deemed to have accepted the General and Specific Conditions. A proposal that does not accept the General and Specific Conditions shall be rejected as non-responsive.
22. **Taxes** - The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes, such as customs duties, as the Bank, by virtue of its status as an international organization, is exempt from paying any direct or indirect taxes, by virtue of Article 57 of the Agreement establishing the Bank. If the bidder is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoice.
23. **Bid Prices**
- 23.1. The prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all labour, supervision, materials, transportation, insurance, profit, general risks, liabilities and obligations set out or implied in the contract.
- 23.2. The Bank shall award the contract based on value for money that takes into account the whole life costing (i.e., life-cycle costs of the goods and services, maintenance, spare parts, warranty, training, disposal, shipment, insurance) of the requirement.
24. **Currency of Proposal** - The prices shall be expressed in the currency in the **RFP Data Sheet**. A bidder shall express all prices in the same currency.
25. **Lots** – If the Bank's requirement is sub-divided into separate units ("lots"), bidders can submit a proposal for one or multiple lots unless otherwise indicated in the **RFP Data Sheet**.
26. **Period of Validity of Proposals** – Proposals shall remain valid for a period not less than the period stated in the **RFP Data Sheet**. Proposals valid for a shorter period shall be rejected as non-responsive. The Bank may require bidders to extend the period of validity of proposals. If the bidder does not extend the period of validity of proposals, the bidder's proposal may be rejected. A bidder granting the request shall not be required or permitted to modify its proposal.
27. **Bid Security**
- 27.1. If provided in the **RFP Data Sheet**, the bidder shall furnish, as part of its proposal, the original of either a Bid-Securing Declaration or a bid security in the amount, form and valid for the period in the **RFP Data Sheet**.
- 27.2. The bid security shall be in the form of a certified cheque or a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank. Any proposal not accompanied by a substantially responsive bid security shall be rejected.
- 27.3. The Bank may require bidders to extend the period of validity of a bid security. If the bidder does not extend the validity of the bid security, the bidder's proposal shall be rejected unless the bidder submits a new bid security acceptable to the Bank before the expiration of the bid security.
- 27.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the proposal and shall list all members of the joint venture.



27.5. The bid security shall be returned to bidders or forfeited in the circumstances specified in the **RFP Data Sheet**.

SUBMISSION AND OPENING OF PROPOSALS

28. Deadline for Submission of Proposals

28.1. The Bank shall receive proposals no later than deadline in the **RFP Data Sheet**. It is the sole responsibility of bidders to ensure timely receipt of proposals by the Bank.

28.2. The Bank shall extend the deadline for submission of proposals at any time without incurring any liability to bidders.

29. **Late Proposals** – The Bank shall not consider any proposal received after the deadline for submission of proposals. Any proposal received by the Bank after the deadline for submissions shall be declared late and rejected by the Bank.

30. **Proposals rejected by the Bank** – Proposals rejected by the Bank shall be destroyed or returned to bidders, at its own cost, if so requested.

31. Proposals submitted electronically via AfDB e-Procurement portal

31.1. If provided in the **RFP Data Sheet**, proposals shall be submitted electronically via AfDB e-Procurement portal.

31.2. Bidders shall obtain guidance on submitting proposals electronically in the user manual in AfDB e-Procurement portal.

31.3. The Bank reserves the right to request the original of any form, document or authorization submitted electronically by any bidder.

32. Proposals submitted by mail, courier or hand-delivery

32.1. If provided in the **RFP Data Sheet**, proposals shall be submitted by mail, courier or hand delivery.

32.2. Proposals shall be submitted in a sealed envelope (**with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes**) and addressed to the Bank at the address in the **RFP Data Sheet**.

32.3. Each bidder shall submit proposal in **one original and four copies (any attachment, appendix and annex thereto shall also be submitted in one original and four copies)**: the original proposal shall carry the mention “Original” and each of the four copies the mention “Copy”. The technical proposal (one original and four copies) and the financial proposal (one original and four copies) shall each be placed in two separate sealed envelopes (the “internal envelopes”).

32.4. The following mention shall appear on each internal envelope:

- a) the RFP reference;
- b) the mention “Technical Proposal” or “Financial Proposal” as the case may be; and
- c) the name and address of the bidder.

32.5. The internal envelopes shall be placed together in a large single envelope called “external envelope” which shall be anonymous and **carry the label in the RFP Data Sheet that should be photocopied and placed on the external envelope.**

32.6. Any alternative proposal shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly be identified as “Alternative”.

32.7. All pages of the proposal shall be numbered. Each copy of the proposal shall be bound in a single volume where practical. All documentation submitted with the proposal shall be bound in a single volume.

32.8. The person or persons signing the proposal shall initial all pages of the proposal where correction has been made.

32.9. When delivered by hand, the proposal shall be delivered at the address during the



working hours of the Bank from 8.00 hrs. to 12.00 hrs. and from 14.00 hrs. to 18.00 hrs., Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

- 33. Modification / Withdrawal of Proposals** – Bidders may modify or withdraw proposals prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw proposals after the deadline for submission.
- 33.1. **Proposals submitted electronically via AfDB e-Procurement portal** - Bidders can obtain guidance on modifying or withdrawing proposals in the user manual.
- 33.2. **Proposals submitted by mail, courier or hand-delivery** - The bidder's modification or withdrawal shall be prepared, sealed, marked and dispatched as per paragraph 32 and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as "Modification" or "Withdrawal".
- 34. Bid Opening** – Proposals shall be opened as soon as possible after the deadline for submission. The record of the bid opening shall be made available as soon as possible on the Bank's website.

EXAMINATION OF PROPOSALS

- 35. Confidentiality and Disclosure of Information** - The Bank is committed to make public all information in its possession unless there is a compelling reason for confidentiality in accordance with the policy on Disclosure and Access to Information. Bidders shall notify the Bank if the information provided is confidential and shall not be disclosed to the public. The Bank shall endeavor to maintain confidentiality of confidential information and evaluation of proposals. The Bank reserves the right to disclose information in accordance with the policy on Disclosure and Access to Information.
- 36. Clarification of Proposals**
- 36.1. To assist in the examination and evaluation of proposals and qualification of bidders, the Bank may, at its discretion:
- 36.1.1. Require any bidder to clarify any part of its proposal;
- 36.1.2. Require any bidder to provide further information or documentation;
- 36.1.3. Undertake site visit to any bidder; or
- 36.1.4. Contact referees provided by any bidder.
- 36.2. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered. No change in the price or substance of the proposal shall be sought, offered or permitted. Where a bidder does not provide the information requested the proposal shall be evaluated as presented.
- 37. Determination of Responsiveness**
- 37.1. The Bank's determination of a proposal's responsiveness is to be based on the contents of the proposal itself, as defined in the RFP. A substantially responsive proposal is one that meets the requirements of the RFP without material deviation, reservation or omissions.
- 37.1.1. "Deviation" is a departure from the requirements specified in the RFP;
- 37.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
- 37.1.3. "Omission" is the failure to submit part or all of the information or documentation required in the RFP.
- 37.2. A material deviation, reservation or omission is one that,
- 37.2.1. If accepted, would:
- 37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;



- 37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank's rights or the bidder's obligations under the proposed contract; or
- 37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.
- 37.3. The Bank shall examine the technical proposals to determine whether proposals are substantially responsive with the requirements.
- 37.4. If a proposal is not substantially responsive to the requirements of the RFP, it shall be rejected by the Bank and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

BID EVALUATION

38. **Conversion to Single Currency** - For the purpose of evaluation, the Bank shall convert all prices 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).
39. **Acceptance or Rejection of Proposals** - The Bank reserves the right to accept or reject any or all proposals, and to cancel the procurement process and reject all proposals at any time prior to contract award, without incurring any liability to bidders.

AWARD OF CONTRACT

40. Award Methodology

- 40.1. The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology.
- 40.2. The Bank may discuss proposals with the successful bidder in order to improve and clearly specify the contents of the winning proposal. Under no circumstances shall the Bank change its requirements.

41. Contract Award

- 41.1. By issuing this RFP, the Bank is not committed to award a contract for all or part of the requirements.
- 41.2. The Bank reserves the right to award the contract for part of the requirements. Bidders shall indicate if they would not accept a contract for part of the requirements.
- 41.3. If the requirement is divided into lots, the Bank reserves the right to award the contract to a bidder to satisfy the entire requirement.
- 41.4. The Bank reserves the right to increase or decrease the volume of goods or services, usually not to exceed 20%, without any change in unit price or other terms and conditions.

42. **Best and Final Offer** - Following evaluation of proposals, the Bank may decide to obtain Best and Final Offers from qualified bidders whose proposals are substantially responsive with the requirements. If such a decision is made, the Bank shall notify bidders in writing of the process. The Bank may use e-auction for this process.

43. **Notification of Award** – Following a recommendation to award the contract, the Bank shall issue a notice of consideration for award to the successful bidder and regret letters to unsuccessful bidders.

44. **Debriefing** - Unsuccessful bidders may request debrief upon request to the Bank within seven (7) days from receipt of the regret letter.

45. **Contractual Relationship** - The contractual relationship shall be governed by the General and Specific Conditions and shall include the description of goods/technical specification/terms of reference, the successful bidder's technical and financial proposal. **No other terms and conditions put forward at any time by the bidder shall form part of the contract.**



46. Performance Security

- 46.1. If provided in the **RFP Data Sheet**, the successful bidder shall furnish the performance security within the period, amount and form stipulated in the **RFP Data Sheet**. The performance security shall be in the form of a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank.
- 46.2. The performance security shall be returned to the bidder as set out in the General and Specific Conditions.
- 46.3. Failure of the successful bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award to the bidder without any right of action against the Bank.
- 46.4. In lieu of bank guarantee, the Bank may retain 10% of the contract sum that shall be returned to the bidder as set out in the General and Specific Conditions.

47. Advance Payment

- 47.1. If provided in the **RFP Data Sheet**, the Bank shall provide advance payment to the successful bidder, subject to a maximum amount not to exceed 30% of the contract sum. The advance payment request shall be accompanied by an advance payment guarantee from an insurance company or bank located in a member country of the Bank and acceptable to the Bank. The advance payment guarantee shall be in the form specified in the **RFP Data Sheet**.
- 47.2. For the purpose of receiving the advance payment, the bidder shall make an estimate of, and include in its proposal, the expenses that will be incurred during the first month beginning with the date of the Bank's notice to proceed or contract signature, whichever is earliest.
- 47.3. The advance payment shall be repaid to the Bank by deducting proportionate amounts from payments due to the successful bidder as set out in the General and Specific Conditions.
- 47.4. The advance payment guarantee shall be returned to the bidder as set out in the General and Specific Conditions.

48. **Defects Liability Period and Retention Fee** – If provided in the **RFP Data Sheet**, the Bank shall retain 10% of the contract sum until the end of the defects liability period. This is the pre-determined period after practical completion of the project when the successful bidder is responsible for making good any faults which appear and which are due to defective materials or work. The defects liability period is set out in the General and Specific Conditions. The Bank shall pay the successful bidder the retention fee as set out in the **RFP Data Sheet**.

FURTHER ASSISTANCE

49. **Authorized Representative** – Bidders shall provide the Bank with up to two authorized representatives. The Bank shall contact bidders through the authorized representative. The Bank shall assume that the representative is authorized to act on behalf of the bidder and bind the bidder to any response.
50. **Assistance** – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual if provided in the **RFP Data Sheet**. Alternatively, bidders can contact tender@afdb.org and quote the tender reference.



SECTION 3 – RFP DATA SHEET

| The numbering below refers to the appropriate numbering of the introduction | |
|---|--|
| § 1 | The goods and services to be provided are: PROVISION OF A HOSTED SOLUTION FOR EMAIL SMTP SERVICE RELAY INCLUDING MULTI LEVELS OF SECURITY AND EMAIL CONTINUITY SERVICES |
| § 1 | <p>To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria:</p> <p>Eligibility of Bidders, Goods and Services: Goods and services procured by the Bank shall be produced in a member country of the Bank and supplied by bidders from a member country of the Bank.</p> <p>Eligibility Criteria: a bidder shall not normally be eligible if any of the situations in the Presidential Directive concerning the rules for corporate procurement activities of the Bank apply.</p> <p>Financial Standing: An average turnover of at least USD 1,000,000 per annum for the last three years 2014, 2013, 2012 or latest. A bidder shall demonstrate current soundness of financial position and its long-term profitability.</p> <p>General and Specific Experience: a bidder shall have a minimum of 03 years' specific experience and successfully or substantially implemented as a prime contractor at least three projects of a similar nature and complexity (the contracts cited shall be at least 70% complete) in the last 05 years.</p> <p>Historical Contract Performance and Pending Litigation: a bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract.</p> <p>Conflict of Interest: a bidder shall have no actual or potential conflict of interest that would call into question its participation in the procurement process and award of contract.</p> |
| The numbering below refers to the appropriate numbering of the instructions to bidders | |
| § 7 | Request for clarification and/or request for change to the RFP shall be sent in writing by electronic mail: tender@afdb.org ; or (iii) to the question and answer section in the AfDB e-Procurement portal. The request shall be received by the Bank no later than: 22nd October 2015 |
| § 8 | <p>The Bank shall organize a site visit and pre-bid meeting: NO</p> <p>Questions for the site visit and pre-bid meeting shall be submitted to N/A</p> <p>The site visit and pre-bid meeting is a mandatory requirement: N/A</p> |
| § 10 | The language of proposals and all correspondence is: English or French |



| | |
|--------|--|
| § 20 | Alternative proposals are accepted: YES Alternative technical solutions will be considered for only the selected bidder following the bid evaluation based on the tender Specification. |
| § 24 | The prices shall be expressed in EUR or USD |
| § 25 | The Bank's requirement is divided into lots: NO Bidders can submit a proposal for one or multiple lots [N/A] [Insert any further instructions on submitting proposals for lots] |
| § 26 | The minimum period of validity of proposals is ninety (90) days from the deadline for submission of proposals. |
| § 27.1 | <p>Bid security is required NO</p> <p>The bidder shall furnish bid security in the amount of [insert amount and currency].</p> <p>Bid security shall be valid for [twenty-eight (28) days] beyond the period of validity of proposals.</p> <p>If the bid security is in the form of a certified cheque [insert instructions for submitting the cheque include whom the cheque should be payable.]</p> <p>If the bid security is in the form of a bank guarantee, the format shall be in accordance with the form of bid security in Section 6.</p> <p>The bid security shall be returned if:</p> <ul style="list-style-type: none"> a) the bid security has expired, unless it has been extended; b) the entry into force of a contract with the successful bidder; c) the cancellation of the procurement process, unless the cancellation is a result of failure by the successful bidder to enter into the contract or provide performance security or other documents required by the Bank, the bid security of that bidder shall be drawn; d) the withdrawal of a proposal prior to the deadline for proposals. <p>The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> a) a bidder withdraws its bid between the deadline for submissions and the expiration of the period of validity; b) the successful bidder fails to sign the contract or furnish a performance security in accordance with the RFP. |
| § 27.1 | However, the bidders are required to fill out a Bid-Securing Declaration Form to secure their bid. Any bid not supported by a Bid-Securing Declaration will be automatically disqualified. A Bid-Securing Declaration shall use the form included in Section 6, Appendix 6L |
| § 28 | The deadline for submission of proposals is: Thursday, November 5th, 2015 at 3:00 PM, Abidjan local time. |
| § 31 | Proposals shall be submitted electronically via the AfDB e-Procurement portal at: YES |



| | |
|-------------|--|
| <p>§ 32</p> | <p>Proposals shall be submitted by mail, courier or hand delivery: NO</p> <p>Proposals shall be sent to the following address and the external envelope shall bear the following information:</p> <p>Corporate Procurement Division General Service and Procurement Department Immeuble CCIA– 14th Floor, Office N° 14V Avenue Jean Paul II –Plateau Abidjan, Cote d’Ivoire</p> <p>RFP – DO NOT OPEN UNTIL ON BID OPENING DAY</p> <p>Ref.: ADB/RFP/CGSP/2015/0108– RFP FOR PROVISION A HOSTED SOLUTION FOR EMAIL SMTP SERVICE RELAY INCLUDING MULTI LEVELS OF SECURITY AND EMAIL CONTINUITY SERVICES.</p> <p>RFP Closing Date and Time: <u>November 5th, 2015 at 3:00 PM, Abidjan time.</u></p> |
| <p>§ 46</p> | <p>Performance security is required: NO</p> <p>The bidder shall furnish the performance security within [ten (10) days] from the date of the notice to proceed or contract signature whichever is the earliest and in the amount of [insert the amount and currency]</p> <p>If the performance security is in the form of bank guarantee, the format shall be in accordance with the form of performance security in Section 6.</p> <p>The performance security will be returned to the bidder as set out in the General and Specific Conditions.</p> <p>If the bidder wants the Bank to retain 10% of the contract sum, the amount will be returned to the bidder as set out in the General and Specific Conditions.</p> |
| <p>§ 47</p> | <p>Advance payment will be provided to the successful bidder: NO</p> <p>Payment will be made as set out in the General and Specific Conditions.</p> <p>The successful bidder will be required to provide advance payment guarantee in the format set out in Section 6.</p> |
| <p>§ 48</p> | <p>The Bank shall retain 10% of the contract sum until the end of the defects liability period: NO</p> <p>The amount will be returned to the bidder as set out in the General and Specific Conditions.</p> |



SECTION 4 – DESCRIPTION OF GOODS / TECHNICAL SPECIFICATION / TERMS OF REFERENCE

1. BACKGROUND INFORMATION

1.1 The African Development Bank Group, hereinafter referred to as “The Bank,” is a multilateral Development bank established to contribute to the economic and social development of Africa, with its Headquarters in Abidjan, Côte d'Ivoire, has 80 members consisting of 54 regional and 26 non-regional member countries.

1.2 The Corporate Information Management and Methods (CIMM) is the department responsible for the provision of efficient, effective and modern IT infrastructure and application services to support, optimize and transform Bank's business process for developing Africa. The Department has five divisions: Business Solution Development & Program Management, Corporate Application Services, Network & Telecom Services, Data Centers & Field Office Services, Client Services

1.3 The Corporate Application Services (CIMM.2) representing the “core” of CIMM department and is in charge of corporate application and datacenter. The African development Bank's datacenter infrastructure consists of three physical data centers in Tunis, Pretoria, and Abidjan with state of art servers, storage systems, virtualized systems and highly available network. The data centers support mission critical enterprise applications, such as SAP based ERP, BI, Oracle apps, Internet, Intranet, Exchange email, SharePoint, etc.

The Bank is now seeking an email service hosting and archiving solution as a communication and backup tools. The key benefits for the employee are:

- Improve employee productivity
- Provide secure email, calendar and tasks services
- Protect business communications from spam, malware and viruses that put business data at risk
- Keeps you off blacklists and protects reputation
- Always have access to email even when the bank's in-house mail server go offline

2. OBJECTIVE OF THE PROJECT

The African Development Bank has decided to issue an invitation for competitive bidding to service providers in the area of email services to assist the Bank's Information Technology Management and Methods Department (CIMM) to provide services to the Bank.

The purpose of the assignment is to acquire, implement and maintain a complete email services management solution for the Bank that will improve accessibility, monitoring and diagnostics of the email infrastructure.



The selected provider shall propose a complete solution in terms of required human and material resources to ensure its implementation and the supervision of the migration.

The solution will include the following components:

- Hosted ingoing/outgoing email SMTP relay service (for current computers and mobile devices)
- Hosted multi levels of security including but not limited to antispam and virus protection service for email
- Hosted email continuity service (ECS)
- Hosted DNS service

3. SCOPE OF WORK

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

- Develop and propose an implementation methodology with roadmap/schedule with monitoring targets and risks towards the desired target email services system from the installation through deployment of the solution.
- Provide the implementation services of the solution as stated in the proposed roadmap (ii) from installation, customization configuration and final deployment of the solution system.
- Provide a scalable and reliable hosted multi levels of security solution for email
- Define and state the risks involved in the implementation methodology with a mitigation plan.
- Deliver training to the technical staff for knowledge transfer both on the functional and technical aspects of the solution.
- Deliver documentation of the solution from the installation, customization to deployment.
- Provide maintenance service for the solution including software version upgrade.
- Provide support and assistance including both remote and local/onsite assistance for resolution of technical problems or issues.

4. EXPECTED COMMENCEMENT DATE

December 2015

5. DURATION OF THE PROJECT

The Bank intends to award upon selection of the service provider and the successful completion of negotiations, a contract with a base period of 01 (one) year, renewable on annual basis upon satisfactory performance for a maximum of duration of 03 (three) years.



6. APPROACH AND METHODOLOGY AND PLAN FOR IMPLEMENTATION

The technical proposal should include the implementation process describing how the solution will be deployed, installed and transitioned into an operational system. The bidder is required to provide an overview and a brief description of the major tasks involved in the implementation, the overall resources needed to support the implementation effort (such as hardware, software, facilities, materials, and personnel), any site-specific implementation requirements and the estimated period of implementation.

7. EXPERIENCES WITH OTHER MULTILATERAL DEVELOPMENT BANKS AND INSTITUTIONS

The firm should provide references for the implementation of similar system in other institutions. If possible contact names should be provided. Existing African Development Bank (AfDB) Contractors shall include AfDB as a reference.

8. TECHNICAL REQUIREMENTS / SPECIFICATION / FUNCTIONAL PERFORMANCE

Please refer to the functional requirement described in **Annex 6 M**

9. DELIVERABLES

At the end of the implementation exercise:

- The email services solution provider should provide a comprehensive reports with a details of completed implementation work.
 - Technical documentation of the solution including the architecture of the solution and its integration with the corporate infrastructure
 - Technical documentation of all security features as implemented to ensure multi levels of security securing the solution
 - Standard operating procedures for the solution
 - Troubleshooting guide for the solution
 - Service Support and Assistance guide
 - Completion of training to the technical staff as part of knowledge transfer both on the functional and technical aspects of the solution
 - Service Support and Assistance documentation along with Escalation procedure and SLA
- The proposed solution delivered, installed, configured, tested, deployed, operational and successfully integrated with the corporate messaging infrastructure (On premise Microsoft Exchange 2010).



10. TECHNICAL ASSISTANCE AND SUPPORT

Technical assistance should be easily reachable (phone, email or client web portal) and provide prompt service. We expect technical assistance able to respond to IT problems (functionality, data downloading etc...) and to provide reliable information on the methodology of implementation and the solution features. Assistance should also help to understand some of risk measures or sensitivity analysis.

11. TRAINING

The proposal should also indicate the capacity of the firm to conduct training sessions for the Bank's staff and should provide details on how such training will be carried out.

12. PERFORMANCE EVALUATION OF THE CONTRACT

The Contract to be entered into between the Bank and the contractor will be evaluated on a semi-annually basis. The quality of delivery of services will be assessed using performance criteria on which the Contractor agrees. Insufficiencies detected will be immediately reported in writing to the attention of the Contractor, as well as opportunities for improvement in order to meet the standards and market quality.

The results below those expected by the Bank and the failure to obtain the minimum required score for each criterion expose the Contractor to sanctions ranging from formal termination of the Agreement.

13. ATTACHMENTS

The overview of the existing AfDB computing environment and mail flow is provided as Appendix 6N

14. FUNCTIONAL REQUIREMENT OF THE SOLUTION (PLEASE SEE APPENDIX 6M) *(To be completed and included in the technical proposal)*

15. SERVICE STANDARDS OR OTHER STANDARDS (Please Refer To Section 9)

16. LIVE DEMO

The bidders will be required to carry out a live demonstration on the functionality of the system. Live demonstration will account for 40% of technical evaluation. The mode of demonstration can be physical or remote



SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

1. A qualification (pass/fail) assessment will be carried out to determine whether proposals meet the eligibility and qualification criteria. Proposals determined to meet the eligibility and the qualification criteria shall be considered for the next stage. Proposals not meeting the qualification criteria shall be rejected. The qualification (pass/fail) questionnaire is set out in Appendix 6D.
2. Technical proposals determined to meet the minimum pass/fail criteria shall be evaluated using a two-stage evaluation procedure described below.

3. **TECHNICAL EVALUATION**

3.1 **Technical proposals evaluation (Weight 60%)**

Following Pass/Fail assessment, responsive offers will be subject to a technical analysis. The Bank shall carry out evaluation applying the evaluation criteria and point systems specified below. Each responsive proposal shall be attributed a technical score as follows:

| CRITERIA | Maximum Points |
|--|----------------|
| ORGANIZATION AND EXPERIENCE OF THE FIRM – 23 Points | |
| Description and Organization of the Bidder | 3 |
| Bidder's General Experience | 5 |
| Experience in Previous Assignments and the nature and similarity of such assignments to this project: (5 projects each 3 marks at maximum): 15 marks at maximum for 5 projects | 15 |
| QUALIFICATIONS AND COMPETENCE OF THE KEY PERSONNEL FOR THE ASSIGNMENT AS WELL AS PARTNERSHIP LEVEL– 21 Points | |
| General Qualifications (Service delivery management, Language Capacity) | 5 |
| General Experience with International Financing Institutions (e.g. WB, IMF, AfDB), UN, Central and Large Commercial Banks, Large public or private companies | 5 |
| Experience in the Specific Assignment Described (3 projects each 2 points at maximum) | 06 |
| Composition of qualified technical Staff (certified experts 5 points, Professional 3 points, Specialist 2 points) | 5 |
| PROPOSAL MEETS ALL FUNCTIONAL REQUIREMENTS AS STATED IN THE TOR– 56 Points | |
| General Requirement | 22 |
| Document, Support, Training and transfer of knowledge | 06 |
| Implementation | 12 |
| Technical Information | 12 |
| Support | 4 |
| TOTAL | 100 |



3.2 **Demo Evaluation Criteria** (Weight 40%)

As part of the technical evaluation, the Bank requires that Bidders deliver a live demonstration of the proposed solution through Webex/Video or onsite at the cost of the Bidder. The purpose of the presentation is firstly to show the interface and the environment of the solution and secondly to emphasize on technical requirements or prerequisites. Each responsive proposal shall be attributed a Demo score as per the below criteria:

| Demo Evaluation Criteria | Points | Bidder's Score |
|--|------------|----------------|
| 1. Systems overview (The demonstration should focus on the proposed systems facilities) | 15 | |
| 2. Demonstrate the ability of the system to be configured to match the Bank's functional requirements. | 20 | |
| 3. Demonstrate the agility, flexibility, and the scalability of the systems | 10 | |
| 4. Demonstrate the ability to interface with other systems, such as Microsoft Exchange 2010 | 25 | |
| 5. Demonstrate the ability to generate reports | 10 | |
| 6. Security and User access management | 20 | |
| Total Marks | 100 | |

4. The final technical score shall be calculated as follows:

Final Technical Score = 60% x Technical score + 40% x Demo score: Bidders shall obtain a minimum of **70 points** following evaluation of technical proposals ("Qualifying Technical Score") to be considered for financial evaluation. Bidders obtaining less than the minimum Qualifying Technical Score shall be rejected.

5. **FINANCIAL EVALUATION**

5.1 Bidders obtaining the minimum Qualifying Technical Score shall be notified of the opening of financial proposals. The financial proposals shall be opened and checked for completeness and corrected for computational errors.

5.2 The financial proposals shall be evaluated in accordance with the formula below. The bidder with the lowest financial proposal (Fm) shall be given 100 points. The financial scores of the other bidders (F) shall be computed as follows:

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

(F = amount of financial proposal converted in the common currency).



6. FINAL RANKING

- 6.1 Proposals shall be ranked according to technical score (Nt) and financial score (Nf) using the weights (T = the weight given to the technical proposal, **70%**), (F = the weight given to the financial proposal **30%**) indicated in the above:

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

- 6.2 The bidder with the highest combined technical and financial score will be ranked first and eligible for award of the contract and with whom satisfactory price and terms can be negotiated and agreed upon. In case of failure of the negotiations, the Bank will consider the second ranked bidder and so on until an agreement is reached with one of the qualified bidders.
- 6.3 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).

7. **POST-QUALIFICATION**

Prior to award of the contract, the Bank may undertake site visit to any prospective bidder's office and carry out due diligence review in order to validate the information provided in the RFP response. The Bank also reserves the right to contact references provided by bidders in order to validate information provided in the RFP response.

The selected Bidder will be required to provide an Insurance certificate for professional liability of the bidder.



SECTION 6 – TECHNICAL PROPOSAL FORMS



Appendix 6A

STATEMENT OF CONFORMITY

To the African Development Bank
Immeuble CCIA- 14^{ème} étage Bureau N° 14V
Avenue Jean Paul II -Plateau
Abidjan, Cote d'Ivoire

Dear Sir/Madam,
We, the undersigned, declare that:

- (a) We have examined the Request for Proposal (RFP) No **ADB/RFP/CGSP/2015/0108** and have no reservation to the RFP including addendum issued;
- (b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;
- (c) We offer to provide the goods and services in conformity with the RFP;
- (d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract;
- (e) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;
- (g) We understand that the Bank's policy requires bidders and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;
- (h) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;
- (i) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
- (j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;
- (k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

We undertake that, in competing for (and, if the award is made to us, in executing) the contract, we will strictly observe the laws in force in our country of registration and the country where the contract is performed.

We understand that you are not bound to accept the most advantageous proposal or any other proposal that you may receive.

We confirm that the undersigned are authorized to commit the bidder(s) to the obligations contained in the RFP and the contract.

Name _____

In the capacity of _____

Signature _____

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

Dated on _____

Official Stamp _____



Appendix 6B

BIDDER INFORMATION SHEET

1. Bidder's Legal Name:

2. In case of joint venture or any other form of partnership (JV), legal name of each party:

3. Bidder's actual or intended Country of Registration, Constitution or Incorporation:

4. Bidder's actual or intended Year of Registration, Constitution or Incorporation:

5. Bidder's legal address in Country of Registration, Constitution or Incorporation:

6. Bidder's Authorized Representative Information:

Name:

Address:

Telephone/Fax numbers:

Email Address:

7. Attached are copies of original documents of:

- Articles of Incorporation or Registration of firm named and information on the capital structure.
- In case of JV, letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement
- In case of government owned entity from the Bank's member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.
- Organizational chart of the company and list of current staff



Appendix 6C

PARTY TO JOINT VENTURE INFORMATION SHEET

| |
|---|
| 1. Bidder's Legal Name: |
| 2. JV's Party legal name: |
| 3. JV's Party Country of Registration, Constitution or Incorporation: |
| 4. JV's Party Year of constitution or registration into a legally enforceable JV: |
| 5. JV's Party Legal address in Country of Registration, Constitution or Incorporation: |
| 6. JV's Party Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address: |
| 7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure. <input type="checkbox"/> A letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement and power of attorney nominating an authorized representative of the JV <input type="checkbox"/> In case of government owned entity from the Bank's member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law <input type="checkbox"/> Organizational chart of the company and list of current staff |



Appendix 6D

**QUALIFICATION (PASS/FAIL) ASSESSMENT
ADB/RFP/CGSP/2015/0108**

Bidders shall complete all sections in the questionnaire in sufficient detail and provide evidence and supporting documentation to demonstrate compliance. Bidders shall meet each criterion by the deadline for submission of proposals.

| PASS/FAIL CRITERIA | Bidders Compliance Requirements | | | | Bidders Response | | Comments / Evidence provided |
|--|---------------------------------|--|-----------------------|----------------------|------------------|----|------------------------------|
| | Single Entity | Joint venture and any other form of partnership (JV) | | | Yes | No | |
| | | All partners combined | Each partner | At least one partner | | | |
| STATEMENT OF CONFORMITY AND BID SUBMISSION FORM | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A | | | |
| A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity and bid submission form in the format provided. A power of attorney shall be attached, if applicable. | | | | | | | |
| The bidder shall sign and return the documents in the format provided for a PASS. | | | | | | | |
| ELIGIBILITY CRITERIA | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A | | | |
| The bidder is from a member country of the Bank. | | | | | | | |



| PASS/FAIL CRITERIA | Bidders Compliance Requirements | | | | Bidders Response | | Comments / Evidence provided |
|---|---------------------------------|--|--------------|----------------------|------------------|----|------------------------------|
| | Single Entity | Joint venture and any other form of partnership (JV) | | | Yes | No | |
| | | All partners combined | Each partner | At least one partner | | | |
| If yes, provide evidence, such as, articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder. | | | | | | | |
| The goods and services offered are produced in a member country of the Bank. If yes, provide evidence, such as, operating license, information on origin of goods and services. | | | | | | | |
| The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS. | | | | | | | |
| The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation. | | | | | | | |
| The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory | | | | | | | |



| PASS/FAIL CRITERIA | Bidders Compliance Requirements | | | Bidders Response | | Comments / Evidence provided |
|---|---------------------------------|--|-----------------------|----------------------|----|------------------------------|
| | Single Entity | Joint venture and any other form of partnership (JV) | | Yes | No | |
| | | All partners combined | Each partner | At least one partner | | |
| payments under the law of the country in which the bidder is established or where the contract is to be performed. | | | | | | |
| The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years? | | | | | | |
| The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity. | | | | | | |
| The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices. | | | | | | |
| The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement. | | | | | | |
| The bidder shall not be subject to any of the situations above for a PASS | | | | | | |
| JV (if applicable) | N/A | Existing or intended JV must meet requirement | Must meet requirement | N/A | | |
| The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement. | | | | | | |
| The bidder has nominated an authorized | | | | | | |



| PASS/FAIL CRITERIA | Bidders Compliance Requirements | | | | Bidders Response | | Comments / Evidence provided |
|--|---------------------------------|--|---|----------------------------------|------------------|----|------------------------------|
| | Single Entity | Joint venture and any other form of partnership (JV) | | | Yes | No | |
| | | All partners combined | Each partner | At least one partner | | | |
| <p>representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.</p> <p>Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.</p> | | | | | | | |
| <p>The bidder shall provide a JV agreement or letter of intent to form a legally enforceable JV and draft agreement, contact details of the authorized representative of the JV and power attorney for a PASS.</p> | | | | | | | |
| | | | | | | | |
| FINANCIAL STANDING | See below | | | | | | |
| The bidder has a minimum turnover of at least USD 1,000,000 equivalent for the last three years 2014, 2013, 2012 or latest. | Must meet requirement | Existing or intended JV must meet requirement | Must meet at least 20% of the requirement | Must meet 40% of the requirement | | | |
| <p>The bidder can demonstrate sound financial performance?</p> <p>If yes, provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the past three years 2014, 2013, 2012 or the latest.</p> | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A | | | |



| PASS/FAIL CRITERIA | Bidders Compliance Requirements | | | Bidders Response | | Comments / Evidence provided |
|---|---------------------------------|--|--------------|-----------------------|----|------------------------------|
| | Single Entity | Joint venture and any other form of partnership (JV) | | Yes | No | |
| | | All partners combined | Each partner | At least one partner | | |
| If the laws of the bidders' country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years 2014, 2013, 2012 or the latest. | | | | | | |
| The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments? If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources. | Must meet requirement | Existing or intended JV must meet requirement | N/A | Must meet requirement | | |
| The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS. | | | | | | |
| GENERAL AND SPECIFIC EXPERIENCE | See below | | | | | |
| The bidder has been in business for the past Five (05) years. If yes, provide evidence, such as, information on the bidder's company | Must meet requirement | Existing or intended JV must meet requirement | N/A | Must meet requirement | | |



| PASS/FAIL CRITERIA | Bidders Compliance Requirements | | | Bidders Response | | Comments / Evidence provided |
|--|---------------------------------|--|-----------------------|-----------------------|----|------------------------------|
| | Single Entity | Joint venture and any other form of partnership (JV) | | Yes | No | |
| | | All partners combined | Each partner | At least one partner | | |
| (description, including a short history, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business). | | | | | | |
| <p>The bidder has specific experience in at least three (03) similar contracts as a prime contractor within the last five (05) years, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP.</p> <p>If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 3 years.</p> | Must meet requirement | Existing or intended JV must meet requirement | N/A | Must meet requirement | | |
| The bidder shall have been in business for the last three (3) years and has the experience and capability to provide the goods and services required for a PASS. | | | | | | |
| HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A | | |
| The bidder has had a contract(s) terminated in the last three (3) years for unsatisfactory performance or default. | | | | | | |



| PASS/FAIL CRITERIA | Bidders Compliance Requirements | | | | Bidders Response | | Comments / Evidence provided |
|---|---------------------------------|--|-----------------------|----------------------|------------------|----|------------------------------|
| | Single Entity | Joint venture and any other form of partnership (JV) | | | Yes | No | |
| | | All partners combined | Each partner | At least one partner | | | |
| Bidders shall complete the litigation history form. | | | | | | | |
| The bidder is involved in litigation that represents more than 50% - 100% percent of the bidder's net worth. Bidders shall complete the litigation history form. | | | | | | | |
| The bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract for a PASS. | | | | | | | |
| | | | | | | | |
| CONFLICT OF INTEREST | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A | | | |
| The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form. | | | | | | | |
| The bidder shall have no actual or potential conflict of interest to call into question its participation in the procurement process and award of contract for a PASS. | | | | | | | |
| | | | | | | | |
| A bidder shall PASS all above criteria to be considered for the next stage. | | | | | | | |
| | | | | | | | |
| Remarks (Accept/Reject for the next stage) | | | | | | | |

LITIGATION HISTORY
ADB/RFP/CGSP/2015/0108

Name of Bidder:

RFP Reference:

Bidders shall provide information on any history of litigation or arbitration resulting from contracts executed in the last **three years** or currently under execution. A separate sheet shall be used for each partner of a joint venture.

| Non-Performing Contracts – contracts terminated in the past three (3) years for unsatisfactory performance or default | | | |
|--|------------------------------------|--|--|
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Contract non-performance did not occur during the stipulated period | | | |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Contract non-performance during the stipulated period | | | |
| Year | Outcome as Percent of Total Assets | Contract Identification | Total Contract Amount (current value, US\$ equivalent) |
| | | Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination: | |
| | | Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination: | |
| Pending Litigation | | | |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> No pending litigation | | | |
| <input type="checkbox"/> Pending litigation | | | |
| Year | Outcome as Percent of Total Assets | Contract Identification | Total Contract Amount (current value, US\$ equivalent) |
| _____ | _____ | Name of Purchaser: Contract description: Address of Purchaser: Contract award date: Matter in dispute: | _____ |
| _____ | _____ | Name of Purchaser: Contract description: Address of Purchaser: Contract award date: Matter in dispute: | _____ |



Appendix 6F

| CONFLICT OF INTEREST DISCLOSURE FORM | | | |
|--|------------------|---------------------|--------------------------------|
| Name of Bidder: | | RFP Reference: | |
| <p>It is the Bank's policy to ensure fairness and integrity in its procurement process. All bidders (including affiliates, partners in joint venture, suppliers and subcontractors) are required to disclose any actual or potential conflict of interest. Bidders shall respond to the questions below and provide further information pertaining to any relationship/connection with the Bank.</p> | | | |
| | Bidders Response | | Comments /Information provided |
| | Yes | No | |
| Are you connected to a person employed by the Bank who is involved in the procurement process? This could be a personal or business relationship. | | | |
| Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement? | | | |
| Are you an employee or stakeholder of the Bank? | | | |
| Has the Bank offered you a contract of employment in the last 12 months? | | | |
| Are you participating in more than one proposal in the procurement process? | | | |
| Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months? | | | |
| <p>We hereby certify that: a) we have read and understood the contents of this disclosure form; and b) we have disclosed all actual or potential conflict of interest.</p> <p>We understand that the Bank shall determine, in its sole discretion, whether any conflict of interest disclosed shall result in rejection of our proposal from the procurement process.</p> | | | |
| Name: | | In the capacity of: | |
| Signed: | | | |
| Duly authorized to sign this proposal for and on behalf of: | | | |
| Dated on: | | | |



Appendix 6G

FINANCIAL CAPACITY

[The Bidder's financial capacity to mobilize and sustain the Services is imperative. In the Proposal, the Bidder is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last three (3) years, supported by audit letters, 2) certified financial statements for the last three (3) years, supported by tax returns, or if not required by the law of the Bidder's country, other financial statements acceptable to the Bank. If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit their financial statements.

Additionally, the following financial data form shall be filled out for the Bidder and all named associates. The Bank reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.]

| Financial Information (US\$) | Historical information for the previous three (3) years (most recent to oldest in USD equivalent) | | |
|-----------------------------------|---|-----------|-----------|
| | Year 2014 | Year 2013 | Year 2012 |
| Information from Balance Sheet | | | |
| (1) Total Assets (TA) | | | |
| (2) Current Assets (CA) | | | |
| (3) Total Liabilities (TL) | | | |
| (4) Current Liabilities (CL) | | | |
| Information from Income Statement | | | |
| (5) Total Revenue (TR) | | | |
| (6) Profits before Taxes (PBT) | | | |
| Net Worth (1) – (3) | | | |
| Current Ratio (2) / (4) | | | |

AVERAGE ANNUAL TURNOVER

| Year | Amount and Currency | US\$ equivalent |
|---------------------------------|---------------------|-----------------|
| 2014 | | |
| 2013 | | |
| 2012 | | |
| *Average Annual Turnover | | |

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified



Name of Firm: _____

Appendix 6H

ORGANIZATION OF THE BIDDER

[Provide a brief description of the background and organization of your firm/entity and of each associate for this assignment. Include the organization chart of your firm/entity]



Appendix 6L

BIDDER'S EXPERIENCE

[Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the Terms of Reference included in this RFP. The Proposal must demonstrate that the Bidder has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement].

General Experience

Page _____ of _____ pages

| Starting Month / Year | Ending Month / Year | Years* | Contract Identification | Role of Bidder |
|-----------------------|---------------------|--------|--|----------------|
| _____ | _____ | | Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email: | _____ |
| _____ | _____ | | Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email: | _____ |
| _____ | _____ | | Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email: | _____ |
| _____ | _____ | | Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email: | _____ |
| _____ | _____ | | Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email: | _____ |
| _____ | _____ | | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |



Appendix 6L BIS

Specific Experience

(Please complete one form per assignment)

Page _____ of _____ pages

| | |
|--|--|
| Assignment name: | Approx. value of the contract (in current US\$): |
| Country: Location within country: | Duration of assignment (months): |
| Name of client | Total No. of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in current US\$): |
| Start date (month/year): Completion date (month/year): | No. of professional staff-months provided by associated consultants: |
| Name of associated consultants, if any: | Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader): |
| Narrative description of project: | |
| Description of actual services provided by your staff within the assignment: | |

Name of Bidder: _____



Appendix 6J

DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[In this section, the Bidder should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the Bank that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.

Your Technical Proposal should be divided into the following:

- (a) Technical Approach and Methodology,
- (b) Project Plan – Project Management and Risk Management Proposal including installation, Task, Time, and Resource Schedule
- (c) Training and transfer of knowledge
- (d) Technical documentation



Appendix 6K

KEY PERSONNEL

| Key Professional Personnel | | | | |
|----------------------------|--------------|-------------------|-------------------|---------------|
| Name of Staff | Organization | Area of Expertise | Position Assigned | Task Assigned |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Please insert CV for proposed Key Professional Personnel



Appendix 6K BIS

RESUME OF PROPOSED PERSONNEL

(The Bidder shall provide all the information requested below. – Please complete one form per staff)

| | |
|------------------------------|--|
| Position* | |
| Personnel information | Name* Date of birth |
| | Professional qualifications |
| Present employment | Name of employer |
| | Address of employer |
| | Telephone Contact (manager / personnel officer) |
| | Fax E-mail |
| | Job title Years with present employer |

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| From | To | Company / Project / Position / Relevant technical and management experience |
|-------------|-----------|--|
| | | |
| | | |
| | | |



Appendix 6L

BID-SECURING DECLARATION FORM

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

Bid No.: **ADB/RFP/CGSP/2015/0108**

To: **The African Development Bank**
Immeuble CCIA– 14^{ème} étage Bureau N° 14V
Avenue Jean Paul II –Plateau
Abidjan, Cote d’Ivoire

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Bank for the period of time of **three (3) years** starting from the bid submission date, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, if required.

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

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

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

Corporate Seal (where appropriate)

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



Appendix 6M

FUNCTIONAL REQUIREMENT OF THE SOLUTION

Functional Requirements for the email services

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 (to be included in the financial proposal) associated with the work in the “Vendor Support Level Detail” cell.
- You may also provide detail to other support levels if desired.

SCORING OF QUESTIONNAIRE

| Category | Points |
|---|---------------|
| General Requirement | 22 |
| Document, Support, Training and transfer of knowledge | 06 |
| Implementation | 12 |
| Technical Information | 12 |
| Support | 4 |
| Total | 56 |



1. General requirements

| Ref# | Requirement / Questions | Required or Desired | Vendor Support Level (1,2,3) | Max Mark | Bidder's Score | Vendor Support Level Detail | Technical Score based on rating weigh |
|--------|--|---------------------|------------------------------|----------|----------------|-----------------------------|---------------------------------------|
| 1.1.1 | The proposed solution must be cloud based (SaaS model) | Required | | 1 | | | |
| 1.1.2 | The proposed solution must provide for redundant, multi- site failover for MX record hosting | Required | | 1 | | | |
| 1.1.3 | No onsite hardware or software installation required | Required | | 1 | | | |
| 1.1.4 | The proposed solution must be secure | Required | | 2 | | | |
| 1.1.5 | The proposed solution must be fast and easy to use | Required | | 1 | | | |
| 1.1.6 | Inbound and outbound email protection | Required | | 1 | | | |
| 1.1.7 | 99 percent effectiveness in blocking spam and viruses | Required | | 1 | | | |
| 1.1.8 | Proactively monitor and troubleshoot | Required | | 1 | | | |
| 1.1.9 | Remote control capability with secure connection if needed | Desired | | 0.5 | | | |
| 1.1.10 | Report on the availability of all services and component such as exchange server; BES server, performance and find any issue that impacts a user's ability to utilize emails | Required | | 1 | | | |
| 1.1.11 | Examination of the health of entire email workflow | Required | | 0.5 | | | |
| 1.1.12 | The proposed solution must quickly and proactively detect end-user problems and monitor server | Required | | 1 | | | |



| Ref# | Requirement / Questions | Required or Desired | Vendor Support Level (1,2,3) | Max Mark | Bidder's Score | Vendor Support Level Detail | Technical Score based on rating weigh |
|--------|--|---------------------|------------------------------|----------|----------------|-----------------------------|---------------------------------------|
| | performance | | | | | | |
| 1.1.13 | User can recover a message mistakenly treated as junk | Required | | 1 | | | |
| 1.1.14 | The proposed solution must be able of handling about twenty thousand email messages per day without degradation or user impact | Required | | 1 | | | |
| 1.1.15 | The proposed solution must be available 24/7/365 | Required | | 1 | | | |
| 1.1.16 | The proposed solution must provide detailed service level agreement outlining the following: a. email service availability expressed as a % uptime at the user level b. anti-virus effectiveness expressed as a % of viruses successfully detected and blocked c. anti-spam effectiveness expressed as a % of spam detected and blocked d. anti-malware effectiveness as a % of malware detected and blocked | Required | | 2 | | | |
| 1.1.17 | In the event that on premise email server is inaccessible, users can continue to access and respond to messages | Required | | 1 | | | |
| 1.1.18 | A retention of email with minimum of 30 days | Required | | 1 | | | |
| 1.1.19 | Provide Console Management services through which the technical admin team can have access and performs functions such as but not limited to the followings: Dashboard (reports on services), Email (user groups admin, email | Required | | 2 | | | |



| Ref# | Requirement / Questions | Required or Desired | Vendor Support Level (1,2,3) | Max Mark | Bidder's Score | Vendor Support Level Detail | Technical Score based on rating weigh |
|--------------|---|---------------------|------------------------------|-----------|----------------|-----------------------------|---------------------------------------|
| | registration ..); Services (configure and manage email services ,,); Reports; Tools; Management; Administration and Access Control | | | | | | |
| 1.1.20 | Service Operations and Change Management to comply with IT Service Management best practices such as but not limited to ITIL | Required | | 1 | | | |
| TOTAL | | | | 22 | | | |



2. Documentation, Support and Training (6 points)

| Ref# | Requirements / Questions | Maximum Mark | Bidder's Score | Vendor Response (Please answer as specifically as possible) |
|------|---|--------------|----------------|---|
| | Support Availability | 03 | | |
| | Is local support available? | 0.5 | | |
| | Is EMA support available? | 0.5 | | |
| | Is global support available? | 0.5 | | |
| | At what times is support available? | 0.5 | | |
| | Does a live person answer or message left? | 0.5 | | |
| | Describe your levels of support programs. Does your company provide guarantees on software performance or support Service Level Agreements (SLAs). Describe those here. | 0.5 | | |
| | Training (02 points) | 02 | | |
| | 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. | | | |
| | Who provides product training? | | | |
| | How is training designed to meet customer needs? | | | |
| | Documentation | 01 | | |
| | 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? | | | |
| | TOTAL | 06 | | |

3. Implementation

| Ref# | Requirements / Questions | Maximum Mark | Bidder's Score | 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. | 2 | | |
| | Show the resource requirements for the typical implementation of the base package. Resources must be identified by skill set & client versus vendor mix. | 2 | | |
| | Describe the resources utilized in an implementation process (vendor-based, third-party, domain knowledge, certification, number of successful installs) | 2 | | |



| Ref# | Requirements / Questions | Maximum Mark | Bidder's Score | Vendor Response (Please answer as specifically as possible) |
|--------------|---|--------------|----------------|--|
| | Is the base package fully tested, stable and operational? | 2 | | |
| | What is the frequency of patches / fixes to the base product? | 2 | | |
| | Does the package require mandatory customizations? 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. | 2 | | |
| Total | | 12 | | |

4. Technical Information

| High Level Architecture | Maximum Mark | | Bidder's Score |
|--|--------------|--|----------------|
| Description: (include architecture; 2 or 3 tier client server, web, etc., specifications for client software and communications between different tiers) | 0.5 | | |
| Data Security | | | |
| Describe in detail the authentication process, including front-end and back-end authentication | 0.5 | | |
| Describe – briefly - all features of the multi levels security which are offered | 0.5 | | |
| Provide the antispam solution name | 0.5 | | |
| Provide the virus protection solution name | 0.5 | | |
| Provide the targeted attacks protection solution name | 0.5 | | |
| Provide the name of the solution for protection against spear-phishing and social-engineering emails | 0.5 | | |
| Provide the name of the solution for protection against advanced malware | 0.5 | | |
| Describe the security method for securing the authentication process | 0.5 | | |
| Describe the end-to-end security encryption method if exist | 0.5 | | |
| Describe in detail features which are offered to ensure compliance matters | 0.5 | | |
| Describe any other security features that may be offered | 0.5 | | |



| Server | | | | |
|--|-----|---|--|---|
| What type of server? | | <input type="checkbox"/> Windows 2008 | <input type="checkbox"/> Windows 2012 | <input type="checkbox"/> UNIX |
| | | <input type="checkbox"/> Other: | | |
| Integration | | | | |
| Does this product integrate with other products? | 0.5 | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Describe Application Program Interfaces (APIs) and how integration is supported | 0.5 | | | |
| Development | | | | |
| Can the product be customized for a given installation? | 0.5 | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Is customization done by Vendor or by Client? | 0.5 | | | |
| If "Client", describe the tools and training required to do the customization | 0.5 | | | |
| Does the product include a repository and data model? | 0.5 | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Administration | | | | |
| Describe amount of staff and skill set required to provide ongoing operational and administrative support after installation | 0.5 | | | |
| How does the product handle reporting and the ability to introduce customized reports? | 0.5 | | | |
| Performance / Scalability | | | | |
| Minimum and recommended hardware configuration for 3000 users? | 0.5 | | | |
| What is the recommended and maximum number of users that can be supported? | 0.5 | | | |
| Describe any limitations to scalability that exist | 0.5 | | | |
| Describe the recommended method to monitor performance of the product | 0.5 | | | |
| 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 |
| Total Technical Information | | | | 12 |



5. Support

| Ref# | Requirement / Questions | Maximum Mark | Included | Optional | N/A | Bidder's Score |
|--|---|--------------|----------|----------|-----|----------------|
| 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 | 0.5 | | | | |
| | Provide local support | 1 | | | | |
| | Provide on-line support via e-mail, FAQ's, downloadable hot fixes/patches | 0.5 | | | | |
| | Offer on-line user community through established Regional & International user groups | 0.5 | | | | |
| | (Additional Comment Space) | | | | | |
| | Provide no cost on-line or web based training | 0.5 | | | | |
| | Provide On-site Training classes | 0.5 | | | | |
| | 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) | 0.5 | | | | |
| Total | | | | | | 4 |

Appendix 6N

AfDB COMPUTING ENVIRONMENT AND MAIL FLOW (OVERVIEW)

1. Mail server environment

African Development Bank has an Internet domain name: AFDB.ORG

The domain name is used for the ADB’s website and for Internet Mail
<https://outlook.afdb.org> or <https://mail.afdn.org>

The messaging infrastructure at African Development Bank is a single Exchange organization with two DAG (installed on two different location). The environment consists of 6 Exchange 2010 servers of which have HUB/CAS/MAILBOX roles installed and 4 Edge servers / 4.

All the Exchange servers are members of the Active Directory domain. All the regional sites are connected to main datacenter through VSAT.

2. Mail flow

The sending, receiving, SMTP relay, external DNS, monitoring of virus and anti-spam is carried out by providers

2.1 Outbound emails

Emails sent from AFDB users to the internet will be routed as follows:

Mailbox server -> Hub server -> Edge server -> **SMTP PROVIDER (With anti-spam services)** -> Recipient email server

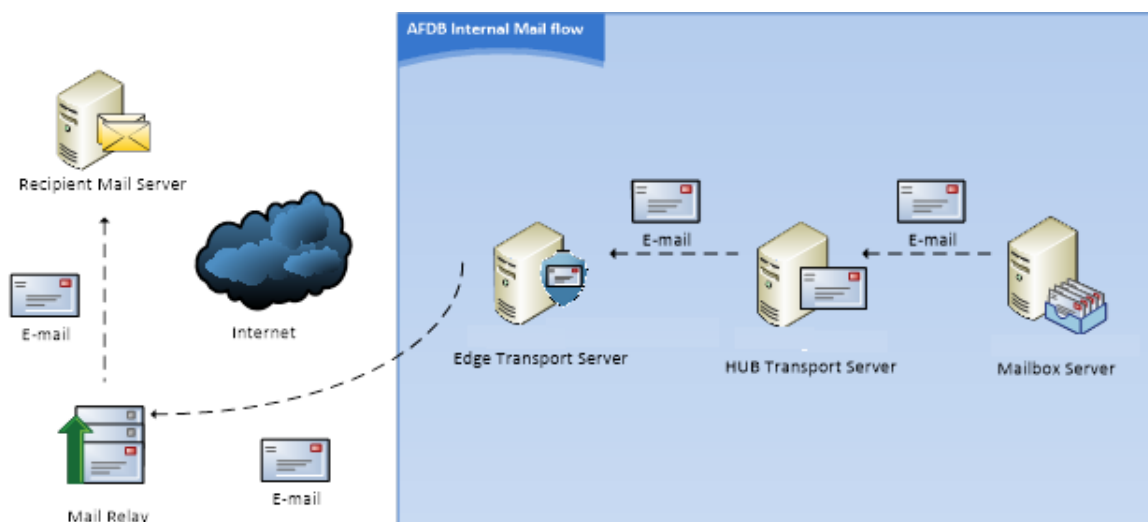


Figure 1: External Emails – Outbound emails

2.2 Inbound emails

Emails sent from the outside world to AFDB users will be routed as follows:

Sender email server -> **SMTP PROVIDER (With anti-spam services)** -> Edge server -> Hub server -> Mailbox server

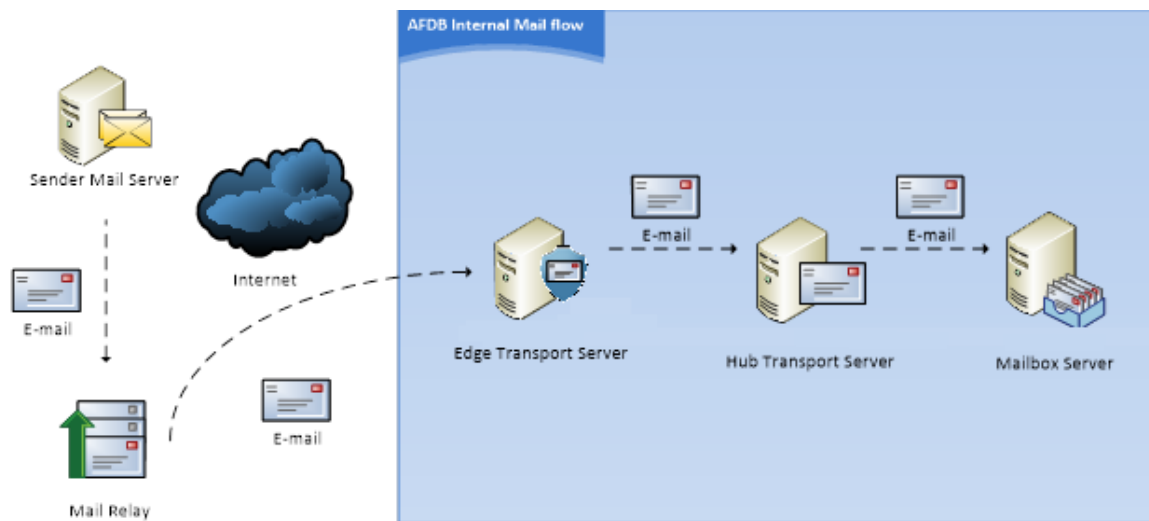


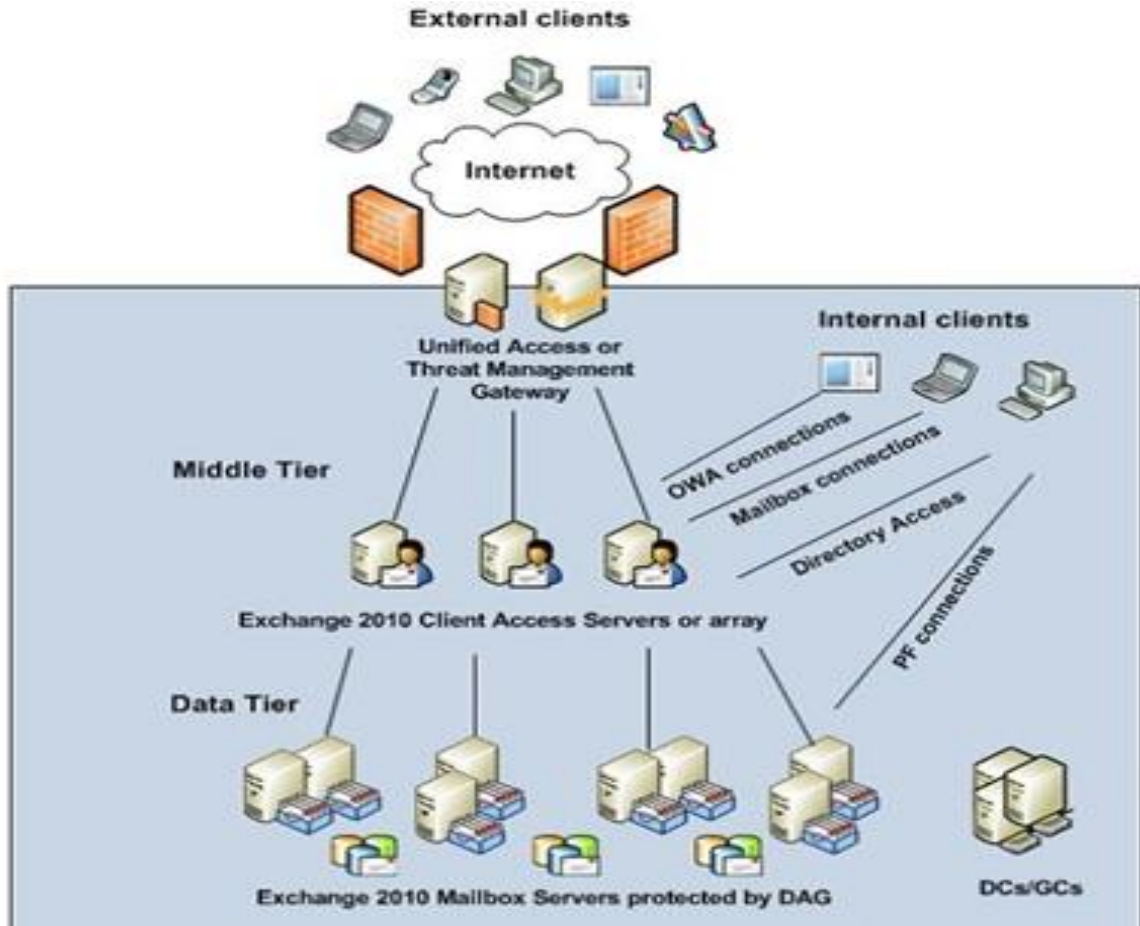
Figure 2: External Emails – Inbound Emails

3. Client Access Logical Design

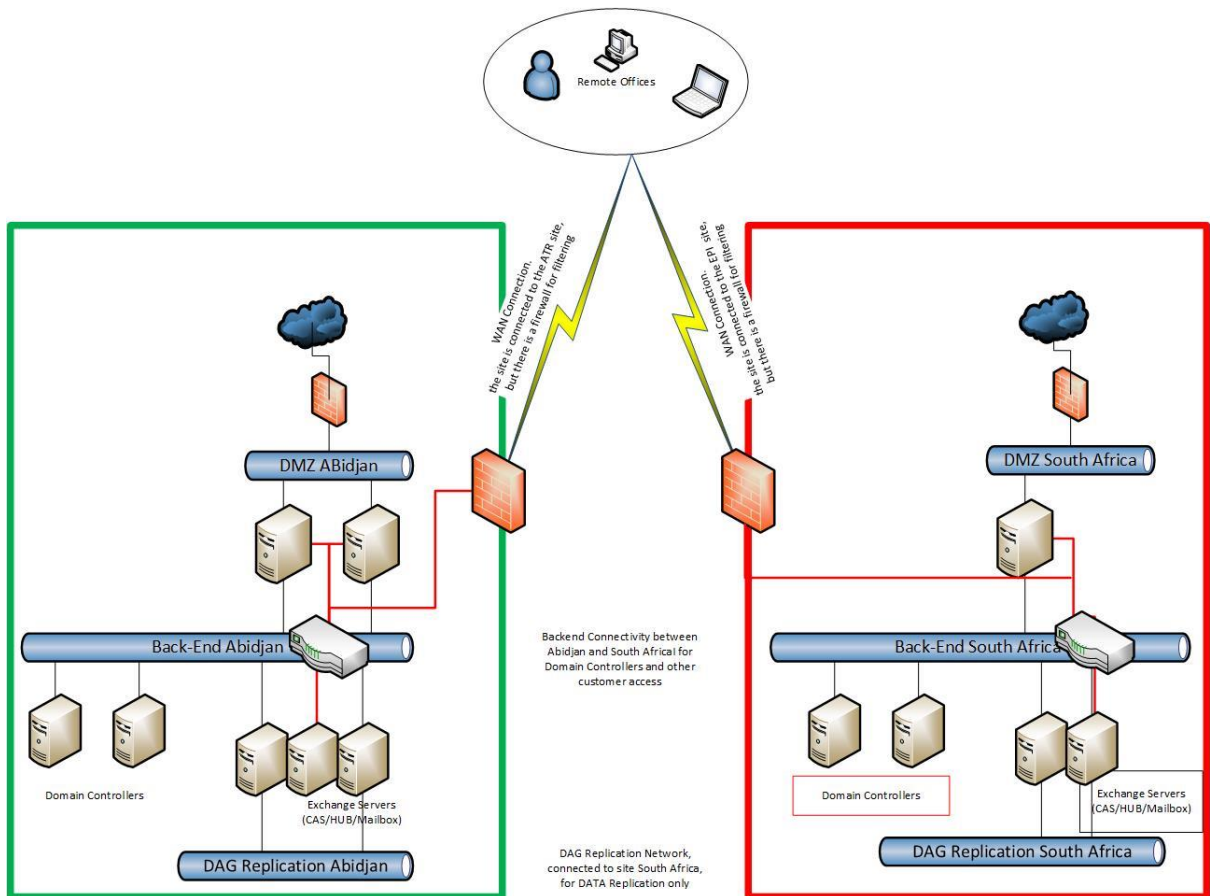
The Client Access Server role receives connections from the Internet for users who access their mailboxes by using Outlook Web Access, Outlook Anywhere, or Microsoft Exchange ActiveSync.

Currently all users are using the following URL: <https://Mail.afdb.org/> or <https://outlook.afdb.org> to access Exchange from the Internet.

The following diagram shows the role of Client Access Server as Middle Tier role which all the clients connected to the CAS server:



CAS role is combined with HUB and mailbox on the same servers.





SECTION 7 – FINANCIAL PROPOSAL FORMS



Appendix 7A

BID SUBMISSION FORM

To: **The African Development Bank**
Immeuble CCIA- 14^{ème} étage Bureau N° 14V
Avenue Jean Paul II –Plateau
Abidjan, Cote d'Ivoire

Dear Sir/Madam,

We, the undersigned, declare that:

- (a) We have examined the Request for Proposal (RFP) No **ADB/RFP/CGSP/2015/0108** and have no reservation to the RFP including addendum issued;
- (b) We offer to provide the goods and services in the amount indicated in the Price Schedule form included in our proposal;
- (c) If provided in the RFP, the prices quoted shall remain fixed for the duration of the contract;
- (d) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept the most advantageous proposal or any other proposal that you may receive.

We confirm that the undersigned are authorized to commit the bidder(s) to the obligations contained in the RFP and the contract.

Name _____

In the capacity of _____

Signature _____

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

Dated on _____

Official Stamp _____



Appendix 7B

**PRICE SCHEDULE FORM
ADB/RFP/CGSP/2015/0108**

| N° | Description | Unit price | Total Amount |
|-----------|---|-------------------|---------------------|
| 1 | 3500 Concurrent Users | | |
| 5 | Installation, integration, and documentation | Lump Sum | |
| 6 | Training (technical and functional aspects) for 05 persons in Abidjan | Lump Sum | |
| 8 | Support & maintenance for the 1 st year after warranty | Lump Sum | |
| 9 | Support & maintenance for the 2 nd year after warranty | Lump Sum | |
| 10 | Support & maintenance for the 3 rd year after warranty | Lump Sum | |
| | TOTAL | | |

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.



SECTION 8 – PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

ARTICLE 3: ELIGIBILITY

- 3.1 Goods, Services, Real Estate and Works procured by the Bank shall be produced in a member country and supplied by Contractors from a member country, as described in paragraphs 3.2 and 3.3, unless a waiver of Article 17(1)(d) of the Agreement establishing the Bank is granted by the Board of Directors.
- 3.2 The eligibility of a Bidder or Contractor on the basis of nationality shall be determined in accordance with the following rules:
- a) Natural Person: a Natural Person is eligible if he or she is a national of a member country of the Bank. Where a person has more than one nationality, such a person shall be eligible if the nationality indicated in his or her submission is that of a member country of the Bank.
- b) Business: a Business is eligible if it satisfies the following criteria:
- It has its registered office or has its principal place of business in a country that is a member of the Bank;
 - Its legal existence is recognized and is in accordance with the laws of a country that is a member of the Bank; and
 - The majority of its capital is held by nationals from a country that is a member of the Bank or, if the Business has no capital, more than half of the value of the members contributions to the Business has been contributed by nationals from a country that is a member of the Bank.
- 3.3 In order to be eligible:
- a) Goods to be procured must have a value of which more than half is attributable to production or to originating materials and inputs from one or more eligible member countries of the Bank;
- b) Works must be performed where more than half of the value of the labour is supplied from one or more eligible member country of the Bank, and where the equipment and materials needed for carrying out the Works have a value of which more than half is attributable to production or to originating materials and inputs from one or more member countries of the Bank.
- 3.4 Any Natural Person or Business shall not normally be eligible at any stage of a competitive procurement process and contract execution if any of the following situations apply and have been declared or should have been declared by the Bidder:



- a) The Natural Person or Business has become bankrupt, is insolvent or in the case of a Business is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation;
 - b) The Natural Person or Business has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the Natural Person or Business is established or where the contract is to be performed;
 - c) The Natural Person or Business has been convicted of a criminal offence relating to the conduct of its business or profession in the last 10 years;
 - d) The Natural Person or Business has been the subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity; or
 - e) The Natural Person or Business has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.
- 3.5 The Natural Person or Business, or any of its affiliates, that has been engaged to provide Consulting Services for the preparation or implementation of an assignment shall be disqualified from subsequently providing Goods, Services, Real Estate or Works (other than a continuation of earlier Consulting Services) for the same assignment.
- 3.6 In addition to the foregoing paragraphs, Vendors of a particular country or goods and work materials manufactured in a particular country may be declared ineligible if:
- a) as a matter of law or official regulation, the country where the contract is to be performed prohibits commercial relations with that particular country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods, Services, Real Estate and Works, or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the country where the contract is to be performed prohibits any import of Goods from, or payments to, that particular country or Vendor.

DEFINITIONS

Bank means the African Development Bank, the African Development Fund and the Nigerian Trust Fund collectively, or any of them individually, as the case may be.

Bidder means a Vendor that has responded to a solicitation document issued by the Bank.

Business means any incorporated or unincorporated organization recognized by the laws of a member country of the Bank that has the capacity of entering into contracts and of offering Goods, Services, real Estate and Works.



Contractor means a Vendor who has entered into a contract with the Bank for the provision of Goods, Services, Real Estate or Works.

Goods means tangible items, including assets and expendable items that are purchased, hired, leased or rented by the Bank, A 'Good' may include related Services, such as transportation, insurance, installation, commission, training and initial maintenance, provided that the value of those Services is less than the value of the Goods acquired.

Natural Person means an individual authorized by the laws of a member country of the Bank to offer Goods, Services, Real Estate and Works.

Real Estate, also known as real property, means land, buildings and premises that are purchased, built or leased by the Bank.

Services means all services except consulting services. For the purposes of this Directive "Consulting Services" refers to expert intellectual or advisory services.

Vendor means any Natural Person or Business that is in the business of selling or otherwise providing Goods, Services, Real Estate or Works.

Works means the construction, reconstruction, demolition, outfitting, repair or renovation of premises or related infrastructures. Such contracts may include related Services where the value of those Services does not exceed the value of the Works.



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 (HQ) | 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. South Sudan* | 47. Sudan* | 48. Swaziland |
| 49. Tanzania* | 50. Togo* | 51. Tunisia* | 52. Uganda* |
| 53. Zambia* | 54. 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. Luxembourg |
| 17. Netherlands | 18. Norway | 19. Portugal | 20. Turkey |
| 21. Saudi Arabia | 22. Spain | 23. Sweden | 24. Switzerland |
| 25. United Kingdom | 26. United States of America | | |





PART II

GENERAL AND SPECIFIC CONDITIONS



CONTRACT AGREEMENT

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THIS CONTRACT AGREEMENT is entered into by and between the **AFRICAN DEVELOPMENT BANK** (hereinafter called the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE D'IVOIRE and currently operating from its Temporary Relocation Agency in Tunis, 15 Avenue de Ghana, BP 323 – 1002 Tunis Belvédère, TUNISIA of the one part,

And

[**NAME OF THE LEGAL ENTITY**] formed and existing under the laws of [**place of incorporation**] (hereinafter called the "Vendor"), whose address is [**Street address, City, Postal Code, State/ Province/, District, COUNTRY**], of the other part.

Parties mean the Bank and the Vendor collectively, and **Party** means any one of them, as the context may indicate.

WHEREAS the Bank has determined the need to procure goods and services from the Vendor as described in the Terms of Reference;

WHEREAS the Vendor agrees to provide the specific goods and services required by the Bank subject to the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I: INTERPRETATION AND DEFINITIONS

1.1. This Contract Agreement, together with the following documents (the "Contractual Documents") shall constitute the entire contract between the Bank and the Vendor (the "Contract"):

- (a) Terms of Reference;
- (b) Price Schedule;
- (c) Project Plan as accepted by the Bank¹;
- (d) Software Licenses²
- (e) Maintenance Contract³ ;
- (f) Special Conditions of Contract (the "SCC"), attached to the RFP as Annex [];
- (g) General Conditions of Contract (the "GCC"), attached to the RFP as Annex [];
- (h) Service Level Agreement⁴;

¹ If there is no Project Plan, please delete this provision

² If there is no Software to be purchased, please delete this provision

³ To be included only when maintenance services are to be provided



- (i) Advance Payment Security⁵;
- (j) Performance Security⁶;
- (k) Code of Conduct for Vendors
- (l) The Vendor's Proposal in response to the RFP, as accepted by the Bank, with its forms and annexes; and
- (m) The Bank's RFP, excluding the documents listed above.

1.2. In the event of any ambiguity or conflict between this Contract Agreement and the Contractual Documents, the order of precedence shall be this Contract Agreement followed by the Contractual Documents in the order in which they are listed in Section 1.1 above.

1.3. For the purpose of the Agreement, the following words and expressions shall have the following meaning:

"RFP" means the Request for Proposal No. ADB/_____ (the "RFP") as Annex [];

"System" means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Vendor's Equipment), together with the Services to be carried out by the Vendor under the Contract as specified in the Terms of Reference; and

"Terms of Reference" or the "TOR" means the terms of reference attached to the RFP as Annex [] [or if applicable: the Revised Terms of Reference attached hereto as Annex []];

1.4. The definitions of any term or expression included in this Contract Agreement or in any of the documents mentioned in Section 1.1 above apply to and shall have the same meaning throughout the Contract.

ARTICLE II: PURPOSE

2.1. The purpose of the Contract is the acquisition by the Bank of all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Vendor's Equipment), together with the Services to be carried out by the Vendor under the Contract as specified in the Terms of Reference.

ARTICLE III: VENDOR'S UNDERTAKING

3.1. In consideration of the payments to be made by the Bank to the Vendor as indicated in this Contract Agreement, the Vendor hereby covenants with the Bank to deliver the Goods and

⁴ To be included only when relevant/applicable

⁵ To be included if required

⁶ To be included if required



perform the Services related to the System in accordance with the agreed upon Project Plan, the Price Schedule and all other provisions of the Contract.

- 3.2. The Vendor declares that it is fully cognizant of and undertakes to comply with the Code of Conduct of the Bank regarding vendors.

ARTICLE IV: PAYMENT

- 4.1. In consideration of the delivery of the Goods and performance of the Services related to the System as required under this Contract Agreement, the Bank shall pay the Vendor the amounts specified in the Price Schedule (the “Contract Price”), being a total of [or an amount not exceeding] _____.
- 4.2. Payment of the Contract Price shall be in accordance with the modalities specified in the Price Schedule.
- 4.3. The Contract Price shall be firm and not subject to any alteration, except in the event of a modification to the System as provided in the Contract [or in accordance with the following price adjustment formulae...].
- 4.4. The Contract Price for individual items or of Subsystems shall comply with the following conditions:
- (a) Foreign Goods: Goods supplied from outside the Project Site’s country are priced on a DDU basis in accordance with the *Incoterms*; and
 - (b) Domestic Goods: Goods offered from within the Project Site’s country shall be priced free of customs duties and all taxes levied by the host country.
- 4.5. The Services required under this Contract (such as inland transport and cargo insurance for goods; software development; system installation, customization, integration, commissioning, and testing; training; technical support; and other services necessary for proper installation and operation of the System), are priced inclusive of all incidental costs (such as travel, subsistence, office support, communications, printing of materials), and excluding all taxes, duties and other such imposts paid or payable in any member country, upon rendering the services.
- 4.6. All payments shall be made in [*insert name of currency*] (the “Currency of the Contract”).

ARTICLE V: COMMENCEMENT AND TIMELINES

- 5.1. This Contract shall enter into force on the date of last signature by the Parties (the “Commencement Date”) and shall continue to remain effective for a period of [... months/years] from the date of Operational Acceptance following successful implementation of the System, unless otherwise terminated or extended.
- 5.2. The Vendor shall commence work on the System within: ... days from the Commencement Date or as otherwise provided in the Project Plan accepted by the Bank.
- 5.3. The Vendor shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the



Contract) on or before [set out the date for operational acceptance or state where in the Contract the date can be found, i.e. specified in the Terms of Reference or agreed Project Plan etc.] and in accordance with the time schedule specified in the Contract and any refinements agreed between the Parties from time to time, or within such extended time as agreed by the Bank.

ARTICLE VI: AUTHORITIES AND NOTICES

- 6.1. The Vendor designates [*representative name*] as the Vendor's Representative. Subject to the terms of the Contract, the Vendor's Representative shall have the authority to represent the Vendor on all day-to-day matters relating to the System or arising from the Contract. The Vendor's Representative shall give to the Project Manager all the Vendor's notices, instructions, information, and all other communications under the Contract.
- 6.2. The Bank designates [*Bank's representative name*] as the Project Manager. The Bank may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of such change to the Vendor without delay.
- 6.3. Any notice or request to be given or made under this Contract shall be in writing and is deemed to have been duly made or given when delivered by hand, or by certified mail or by facsimile to the party to the following address, or such other address as any of the parties may have notified to the other party in writing.

FOR THE BANK

Mailing Address

The African Development Bank

FOR THE VENDOR

Mailing Address

**[Name of the Vendor
Postal Address
City
State/ Province/ District]
Country]
Fax:**

ARTICLE VII: SECURITIES

- 7.1. The Vendor shall provide, prior to an advance payment under the signed Contract, an advance payment security in accordance with the SCC in the following amount: [*insert amount for advance payment security*].
- 7.2. The Vendor shall provide a Performance Security denominated in the Currency of the Contract for an amount equal to 10% of the Contract Price, namely: [*insert amount*]. During the Warranty Period and Post Warranty Period, the Performance Security shall be reduced to 2.5% of the Contract Price **(Not Applicable)**

ARTICLE VIII: INDEMNIFICATION AND LIMITATION OF LIABILITY



- 8.1. The Vendor undertakes to indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses (“Losses”) which the Bank may incur in relation to personal injury or property damage arising from the Vendor’s performance of its obligations under this Contract, including third party claims. The Vendor shall reimburse the Bank for all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses provided that Bank: (a) promptly notifies the Vendor in writing of the claim; (b) subject to the rights, immunities, privileges or exemptions accorded to the Bank under the Agreement Establishing the African Development Bank, the Headquarters Agreement concluded with Cote d’Ivoire and other applicable agreement or convention or law, grants the Vendor sole control of the defense and settlement of the claim; and (c) provides the Vendor, at the Vendor’s expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.
- 8.2. Except as provided in Section 8.1 above, the Vendor’s liability to the Bank for damages under this Contract, from all causes of action and under all theories of liability, except for third-party claims, shall in no event exceed the amount of *[insert amount]*. The parties agree that the limitations in this Article will survive and apply even if any limited remedy specified in this Contract is found to have failed of its essential purpose. The Parties expressly acknowledge and agree that the Vendor has set its prices and entered into this Contract in reliance upon the limitations of liability specified herein, which allocate the risk between the Vendor and the Bank and form an essential basis of the bargain between the Parties.
- 8.3. The financial liability of the Bank under the Contract shall not exceed the Contract Price.
- 8.4. The provisions set out in this Article shall survive the expiration or termination of this Contract.

ARTICLE IX: GOVERNING LAW AND LANGUAGE

- 9.1. This Contract shall be governed by the laws of England, without giving effect to any choice of law principles. The *United Nations Convention on Contracts for the International Sale of Goods* does not apply to this Contract.
- 9.2. Unless otherwise provided in the Contract or agreed upon by the Parties, all correspondence, and communication to be given shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Agreement to be duly executed on the respective dates specified below.

FOR THE AFRICAN DEVELOPMENT BANK

[NAME OF AUTHORISED SIGNATORY]
[TITLE]



Date

FOR THE VENDOR

[NAME OF AUTHORISED SIGNATORY]
[TITLE]

Date



SPECIAL CONDITIONS OF CONTRACT

PART A: STANDARD PROVISIONS

A1 Scope of the System

A1.1 In addition to the Information Technologies, Materials and other Goods as well as the performance of all Services that are included or deemed included within the scope of the System in accordance with Section B1 of the General Conditions of Contract, the Vendor agrees to supply spare parts, [*include description of consumables, other goods and services*] required for the operation and maintenance of the System for [*insert period*] beginning with the date of Operational Acceptance. Moreover, the prices of such spare parts shall be those specified in the Price Schedule. These prices shall cover the purchase price for such spare parts, hardware, repair and replacement tasks, any freight charges and other costs and expenses (including the Vendor's fees).

A2 Securities

A2.1 Advance Payment Security

A2.1.1 The Vendor may, if it wishes and provided the performance security has been submitted and other Contract conditions fulfilled, receive an advance payment of [*either set an amount in line with the Schedule or a limit such as "no more than thirty (30) percent of the Contract Price"*] against delivery of an advance payment security.

A2.1.2 The advance payment security shall be in the form provided in the Bidding Documents or in another form acceptable to the Bank. The amount of the advance payment security shall be reduced in proportion to the value of the System executed by and paid to the Vendor from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Bank. The advance payment security shall be returned to the Vendor immediately after its expiration.

A2.2 Performance Security

A2.2.1 The Vendor shall, within [*Set number of day*] days of the notification of Contract award, provide a performance security for the due performance of the Contract in the following amount and currency: [*Include amount*]

A2.2.2 The performance security shall be in the form of a bank guarantee or standby irrevocable sight letter of credit, in favor of the Bank, issued by an eligible banking institution acceptable to the Bank. The letter of credit shall be confirmed in the Bank's host country by a reputable commercial bank, acceptable to the Bank. The format of the performance security shall be substantially in accordance with the sample form of performance security included in the Bidding Documents.

A2.2.3 The performance security shall automatically become null and void once all the obligations of the Vendor under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The performance security shall be returned to the Vendor no later than thirty (30) days after its expiration.



A2.2.4 The security shall be reduced:

- (a) pro rata by the portion of the Contract Price payable for any Subsystem(s) that has achieved Operational Acceptance, on the date of such Operational Acceptance;
- (b) by the following amount [*include amount*], to reflect Operational Acceptance of the entire System, on the date of such Operational Acceptance, and provide for reduced coverage during the Warranty Period and Post Warranty period.

A3 Intellectual Property Rights

A3.1 All Intellectual Property Rights in all documents and reports describing the System configuration, all regular maintenance reports provided, and training materials specifically created for the Bank by the Vendor pursuant to this Contract (the "Deliverables") shall be the property of the Bank. The Vendor may retain copies of the Deliverables provided that any material which contains Bank specific information shall not be used by the Vendor for purposes unrelated to this Contract, without the prior written authorization of the Bank. The Vendor shall retain ownership of all its pre-existing Intellectual Property Rights in all pre-existing products and materials, ideas, concepts, analyses, know-how, tools, frameworks, models and industry perspectives used and/or developed by the Vendor (the "Vendor's Tools"). In the event that any of the Deliverables includes any of the Vendor's Tools, the Vendor hereby grants the Bank a non-exclusive, worldwide, royalty-free license to use and copy the Vendor's Tools solely as part of the Deliverables and solely for the Bank's use related to the System.

A3.2 The Bank acknowledges that any Software supplied by the Vendor to the Bank hereunder is subject to the proprietary rights of Vendor and/or Vendor's vendor (the "Licensor"). The Vendor or its Licensor, as the case may be, will retain title to all of the Software. The Vendor hereby grants to the Bank a non-exclusive, worldwide, royalty-free license to access and use the Software, including inventions, designs and marks embodied in the Software. Such license to access and use the Software shall permit the Software to be:

- (a) reproduced for safekeeping or backup purposes;
- (b) disclosed to, and reproduced for use by, support service vendors and their subcontractors, (and the Bank may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract;
- (c) disclosed to, and reproduced for use by, the Bank or by the Bank's Group and by such other persons as are specified in the Contract (and the Bank may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract;
- (d) disclosed to, and reproduced for use by, the Bank's employees working in its field offices or other facilities in member countries.

A4 Supply, installation, testing, commissioning and acceptance of the system

A4.1 Project Plan



A4.1.1 In close cooperation with the Bank and based on the preliminary project plan included in the Vendor's Proposal, the Vendor shall develop a project plan encompassing the activities specified in the Contract. The project plan shall address the following subject:

- (a) project organization and management plan;
- (b) delivery and installation plan;
- (c) pre-commissioning and operational testing plan;
- (d) warranty service plan;
- (e) post-warranty service plan (if applicable);
- (f) technical support plan (if applicable).

A4.1.2 Within seven (7) days from the Commencement Date, the Vendor shall present a project plan to the Bank. The Bank shall, within seven (7) days of receipt of the project plan, notify the Vendor of any aspects in which it considers that the project plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the technical requirements of the Contract. The Vendor shall, within five (5) days of receipt of such notification, correct the project plan and resubmit to the Bank who shall in turn notify the Vendor of remaining non-conformities, if any.

A4.1.3 The Vendor shall undertake to supply, install, test, and commission the System in accordance with the agreed Project Plan.

A4.2 Design and Engineering

Technical Specifications and Drawings

A4.2.1 The Vendor shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract. The Vendor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not caused by inaccurate information furnished in writing to the Vendor by or on behalf of the Bank.

A4.2.2 The Vendor shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Bank, by giving a notice of such disclaimer to the Project Manager.

Approval/Review of Technical Documents by Project Manager

A4.2.3 The Vendor shall prepare and furnish to the Project Manager the following documents for which the Vendor must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents:

- (a) detailed site surveys; and
- (b) list of documents to be submitted by the Vendor



A4.2.4 The Project Manager's approval, with or without modification of the documents furnished by the Vendor, shall not relieve the Vendor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Vendor by or on behalf of the Bank.

A4.3 Procurement, Delivery and Transport

A4.3.1 Unless otherwise specified in the Contract, the Vendor shall notify the Bank with the full details of the shipment for Goods supplied from outside the Bank's host country. The Vendor shall, within twenty-four (24) hours after shipment, of the Goods, transmit a copy of the airway bill or clean on board bill of lading and a copy of the invoice to the Bank.

A4.3.2 The Bank shall bear responsibility for customs clearance of Goods into the host country in accordance with the *Incoterms* used for pricing of foreign goods.

A4.4 Product Upgrades

A4.4.1 *At any point during performance of the Contract, should technological advances be introduced by the Vendor for Information Technologies originally offered in the Vendor's Proposal and still to be delivered, the Vendor shall be obligated to offer to the Bank the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.*

A4.4.2 *At any point during performance of the Contract, for Information Technologies still to be delivered, the Vendor will also pass on to the Bank any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Vendor in the Bank's host country.*

A4.4.3 *During performance of the Contract, the Vendor shall offer to the Bank all new versions, releases, and updates of the Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Vendor to other clients of the Vendor, and no later than three (3) months after they are released in the country of origin of the Software. In no case will the prices for these Software exceed those quoted by the Vendor.*

A4.4.4 *During the Warranty Period unless otherwise specified in the Contract, the Vendor shall provide and install at no additional cost (i.e. labor, software and incidental costs) to the Bank all new versions, releases, and updates for all Software that are used in the System, within thirty (30) days of their availability from the Vendor, and no later than three (3) months after they are released in the country of origin of the Software. The Bank shall allow the introduction of all new versions, releases or updates of the Software provided that the new version, release, or update does not adversely affect current System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects current System operation or performance, or requires extensive reworking of the System, the Vendor shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update.*

A4.5 Implementation, Installation and Other Services



A4.5.1 *The Vendor shall provide all Services specified in the Contract in accordance with the highest industry standards of reasonable care and skill, professional competence and integrity.*

A4.5.2 *Prices charged by the Vendor for Services, if not included in the Contract, shall be agreed upon in advance by the Parties (including, but not restricted to, any prices submitted by the Vendor in the Vendor's Proposal) and shall not exceed the prevailing rates charged by the Vendor to other banks in the Bank's host country for similar services.*

A4.6 Inspections and Tests

A4.6.1 *The Bank or an agent duly authorized by the Bank shall have the right to inspect and/or test at its own cost, any components of the System, to confirm their good working order and/or conformity to the Contract at the Vendor's facilities prior to shipment, at the point of delivery and/or at the Project Site.*

A4.7 Installation of the System

A4.7.1 *As soon as the System, or any Subsystem, has, in the opinion of the Vendor, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the technical requirements of the Contract and agreed Project Plan, the Vendor shall so notify the Bank in writing.*

A4.7.2 *The Project Manager shall, within fourteen (14) days after receipt of the Vendor's notice under Paragraph A4.7.1, either issue an Installation Certificate or notify the Vendor in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Vendor shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Vendor.*

A4.8 Commissioning and Operational Acceptance

Commissioning

A4.8.1 *Commissioning of the System (or Subsystem if specified in the Contract) shall be commenced by the Vendor immediately after the Installation Certificate is issued by the Project Manager or as otherwise specified in the technical requirements in the Contract and agreed project plan.*

Operational Acceptance Tests

A4.8.2 *The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Vendor, but shall be conducted with the full cooperation of the Bank during Commissioning of the System (or Subsystem if specified in the Contract), to ascertain whether the System (or major component or Subsystem) conforms to the technical requirement in the Contract and meets the standard of performance quoted in the Vendor's Proposal, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the technical requirements in the Contract and agreed Project Plan.*



A4.8.3 At the Bank's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

Operational Acceptance

A4.8.4 Subject to Paragraphs A8.4.11 to A8.4.13 (Partial Acceptance), Operational Acceptance shall occur in respect of the System, when:

- (a) the Operational Acceptance Tests, as specified in the technical requirements in the Contract and agreed project plan have been successfully completed; or
- (b) the Bank has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Vendor shall notify the Bank and document such use.

A4.8.5 At any time after any of the events set out in Paragraph A4.8.4 have occurred, the Vendor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

A4.8.6 After consultation with the Bank, and within fourteen (14) days after receipt of the Vendor's notice, the Project Manager shall:

- (a) issue an Operational Acceptance Certificate; or
- (b) notify the Vendor in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
- (c) issue the Operational Acceptance Certificate, if the situation covered by Subparagraph A4.8.4 (b) arises.

A4.8.7 The Vendor shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Vendor. Once such remedies have been made by the Vendor, the Vendor shall notify the Bank, and the Bank, with the full cooperation of the Vendor, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Vendor shall notify the Bank of its request for Operational Acceptance Certification, in accordance with Paragraph A4.8.6. The Bank shall then issue to the Vendor the Operational Acceptance Certification, in accordance with Subparagraph A4.8.6 (a) or notify the Vendor of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this Paragraph A4.8.7 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

A4.8.8 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with Section A4.8, the Bank may consider terminating the Contract, pursuant to Article H of the General Conditions of Contract.

A4.8.9 If within fourteen (14) days after receipt of the Vendor's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Vendor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Vendor's said notice.



Partial Acceptance

A4.8.10 If specified in the Contract, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in Paragraph A4.8.12 below.

A4.8.12 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to Paragraph A4.8.11 above shall not relieve the Vendor of its obligation to obtain an Operational Acceptance Certificate for the System as a whole (if specified in the Contract) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

A4.8.13 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Vendor shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Bank or Vendor.

A5 Liquidated Damages

A5.1 If the Vendor fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems if specified in the Contract) within the time for achieving Operational Acceptance specified in the technical requirements in the Contract and agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted, the Vendor shall pay to the Bank liquidated damages of 0.10% of the Contract Price per week.

A5.2 The maximum liquidated damage is 5% of the Contract Price, or relevant part of the Contract Price if the liquidated damages apply to a Subsystem.

A5.3 Liquidated damages payable under Section shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the technical requirements in the Contract and agreed Project Plan. This Subsection A5.3 shall not limit, however, any other rights or remedies the Bank may have under the Contract for other delays.

A6 Warranties

A6.1 In addition, the Vendor warrants that: (i) all Goods components to be incorporated into the System form part of the Vendor's and/or Subcontractor's current product lines, (ii) they have been previously released to the market, and (iii) those specific items identified in the Contract (if any) have been in the market for at least the minimum periods specified in the Contract.

A7 Maintenance Services



- A7.1 The Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for [*specify the length of time*].
- A7.2 The Post Warranty Period shall commence automatically on the day the Warranty Period expires and shall extend for [*specify the length of time*]. The start of the Post Warranty period coincides with the entry in force of the Maintenance Contract, which shall extend for the length of time specified in the Contract. The Service Level Agreement shall apply during the Warranty and Post-Warranty Periods.
- A7.3 If during the Warranty Period any defect should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Vendor, the Vendor shall promptly, in consultation and agreement with the Bank regarding appropriate remedying of the defective parts, hardware and software, at its own cost repair, replace, or otherwise make good such defect as well as any damage to the System caused by such defect. The Vendor shall also replace, as part of its maintenance duty under this warranty, parts which have become non-performing as a result of normal wear and tear.
- A7.4 The Bank shall give the Vendor a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence.
- A7.5 The Vendor may, with the consent of the Bank, remove at its cost any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site.
- A7.6 The Vendor commits to provide the following Services during the Post Warranty Period:
- (a) **Hardware Maintenance:** the Vendor shall provide both preventive and corrective maintenance services as per the terms of the Maintenance Contract and Service Level Agreement. Manufacturer's hardware warranty normally covers repair and spare parts replacement and shall be provided at no additional cost (i.e. labor, spare parts and incidental expenses) to the Bank except for any cost directly linked to special requirements of the Maintenance Contract and the Service Level Agreement not covered by manufacturer's warranty.
 - (b) **Software Maintenance:** the Vendor shall provide preventative and corrective maintenance services; correct errors and defects in the System; and supply new versions, releases and updates for the system as per the terms of the Maintenance Contract and Service Level Agreement.
 - (c) **Technical Support:** the Vendor shall provide all support related services stipulated in the Maintenance Contract and Service Level Agreement and elsewhere in this Contract.

A8 Insurance

- A8.1 The Vendor shall at its own expense take out and maintain in effect, or cause to be taken out and maintained 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 Bank, who should not unreasonably withhold such approval.



(a) **Cargo Insurance During Transport**

as applicable, 110 percent of the price of the Information Technologies and other Goods in the currency of the Contract, covering the Goods from physical loss or damage during shipment through receipt at the Project Site. The insurance should cover all risks including war, strikes, civil commotion.

(b) **Installation "All Risks" Insurance**

as applicable, 110 percent of the price of the Information Technologies and other Goods, in the currency of the Contract, covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

(c) **Third-Party Liability Insurance**

The Vendor shall obtain Third-Party Liability Insurance in the amount of USD [amount to be completed during contract negotiation] without any deductible for loss of or damage to property (such as the Bank's property including the Information System and any Subsystem that have been accepted by the Bank, the building housing the Bank's site and all equipment and appurtenances thereto, occurring in connection with the supply and of the System), and unlimited for bodily injury or death suffered by third parties (including the Bank's personnel) and loss of or damage to property. The insured Parties shall only be the Vendor, the Bank and the Subcontractors. The insurance shall cover the period from beginning from the Commencement Date for the duration of the Contract.

A8.2 The Bank shall be named as loss-payee under all insurance policies taken out by the Vendor pursuant to Subsection A8.1, except for the third-party liability, and the Subcontractors shall be named as co-insured under all insurance policies taken out by the Vendor pursuant to Subsection A8.1 except for cargo insurance during transport of goods to be supplied under the Contract. All insurers' rights of subrogation against such loss-payee and co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

A8.3 The Vendor shall deliver to the Bank certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect during the performance of this Contract.

A9 Records and Audit

A9.1 The Vendor shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs and the basis thereof. The Vendor shall, upon reasonable request, provide to the Bank or its designated representative the accounting information of the Vendor in relation to this Contract for a period of up to three (3) years from the expiration or termination of this Contract.



A9.2 The Vendor shall permit the Bank and/or persons appointed by the Bank to inspect the Vendor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Bank.

A9.3 In the event an audit determines that the Bank has overpaid the Vendor, the Vendor shall reimburse the Bank, within thirty (30) days after receipt of a written request thereof, the amount of any such overpayment.

A10 Reports

A10.1 The Vendor shall furnish to the Bank such information related to the Services as the Bank may reasonably request from time to time.

A10.2 The Vendor shall submit to the Bank operating, maintenance and warranty instructions/manuals and training materials for the System supplied under this Contract.

A10.3 Without prejudice to Subsections A10.1 and A10.2, the Vendor shall submit to the Bank progress reports and the following reports:

(a) [Weekly/monthly/quarterly] progress reports, summarizing:

- (i) results accomplished during the prior period;
- (ii) cumulative deviations to date from schedule of progress milestones as specified in the project plan and Project Implementation Plan;
- (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
- (iv) other issues and outstanding problems; proposed actions to be taken;
- (v) resources that the Vendor expects to be provided by the Bank and/or actions to be taken by the Bank in the next reporting period;
- (vi) other issues or potential problems the Vendor foresees that could impact on project progress and/or effectiveness.

The following reports may be requested

- inspection and quality assurance reports
- training participants test results; and
- weekly log of service calls and problem resolutions.

A11 Meetings

A11.1 The Vendor shall attend all meetings as specified in the Contract or otherwise arranged by the Bank, for the discussion of matters concerned with the Services.



A11.2 The Vendor shall attend the following meetings:

[insert details of regular meetings and state who in the Vendor's organization should attend the meetings]

A12 Performance review

A12.1 The Bank shall carry out a review of the Vendor's performance of the Contract every six (6) months based on the Performance Evaluation Form. The Parties shall provide at its own cost any assistance reasonably required by the other Party to perform the review. Faults detected will be immediately reported in writing to the attention of the Vendor, as well as opportunities for improvement in order to meet the required standards.

A12.2 The final report, including the improvement plan (if any), shall be prepared by the Bank and a copy shall be provided to the Vendor. The improvements shall be implemented at no extra charge to the other Party.

A12.3 The results below those expected by the Bank and the failure to obtain the minimum required score for each criterion expose the Vendor to the sanctions provided in the Contract, including termination.



PART B: DEROGATORY PROVISIONS

The following provisions shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of this Part shall prevail over those in the GCC.

B1 Assignment and Subcontracting

B1.1 Notwithstanding Section I2 of the GCC, the Vendor shall not be permitted to subcontract the following Services: [If relevant, insert details of any goods and services under the Contract which the Vendor should not subcontract. This could be a key element of the Contract which the Vendor must provide itself].

B1.2 The Vendor shall not subcontract 100% of its obligations under the Contract.

B2 Dispute Settlement (GCC Clause L1)

B2.1 Notwithstanding Subsection J1.2 of the GCC, the arbitration shall take place in [insert venue of arbitration].



GENERAL CONDITIONS OF CONTRACT

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A. GENERAL PROVISIONS

A1 Definitions and Interpretation

A1.1 In this Contract, the following terms shall be interpreted as indicated below.

“Bank” means the African Development Bank;

“Bidding Documents” means a request for proposal, a request for quotation, an invitation to bid or any other collection of solicitation documents issued by the Bank to instruct and inform potential vendors of the process to submit a proposal, of the selection process and the contractual conditions governing the relationship between the Bank and the Vendor;

“Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

“Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

“Commencement Date” means the date set out in the Contract Agreement.

“Commissioning” means operation of the System or any Subsystem by the Vendor following Installation, to be carried out by the Vendor as provided in the SCC, for the purpose of carrying out Operational Acceptance Test(s).

“Contract” means the written agreement entered into between the Bank and the Vendor consisting of the Contract Agreement and the Contract Documents.

“Contract Documents” means the documents described as such in the Contract Agreement forming part of the Contract;

“Contract Price” means the price payable to the Vendor by the Bank under the Contract as set out in the Contract Agreement and the Price Schedule;

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

“Delivery” means the transfer of the Goods from the Vendor to the Bank in accordance with the SCC and the *Incoterms* specified in the Contract.

“Contract Agreement” means the document signed by or on behalf of the parties confirming their willingness to enter into and be bound by the terms of the Contract;

“Fraudulent Practice” means any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

“General Conditions of Contract” or “GCC” means this document;

“Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Vendor is required to supply and/or install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Vendor’s Equipment.



“Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Vendor is required to supply and install under this Contract;

“Intellectual Property Rights” means any and all copyright, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so;

“International Entity” means the World Bank, Asian Development Bank, Inter-American Development Bank, European Bank for Reconstruction and Development or any other participating institution who has signed the cross-debarment agreement to which the Bank is a party;

“Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Bank under the Contract;

“Obstructive Practice” means

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;

“Operational Acceptance” means the acceptance by the Bank of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with the SCC;

“Operational Acceptance Tests” means the tests specified in the Contract to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Contract, in accordance with the provisions of the SCC;

“Post Warranty Period” means the number of years defined in the SCC (if any), following the expiration of the Warranty Period during which the Vendor may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s);

“Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Contract that are to be carried out by the Vendor in preparation for Commissioning of the System;



“Project Manager” means the person appointed by the Bank to perform the duties delegated by the Bank and mentioned in the Contract Agreement;

“Project Plan” means the document to be developed by the Vendor and approved by the Bank, pursuant to the Contract, based on the requirements of this Contract and the Vendor’s bid. For the sake of clarity, “the Agreed and Finalized Project Plan” refers to the version of the Project Plan approved by the Bank. Should the Project Plan conflict with this Contract in any way, the relevant provisions of this Contract, including any amendments, shall prevail;

“Project Site(s)” means the place(s) specified in the Contract for the supply and installation of the System;

“Special Conditions of Contract” or “SCC” means the special conditions attached to the Contract Agreement;

“Services” means all technical, logistical, management, and any other Services to be provided by the Vendor under the Contract to supply, install, customize, integrate, and make operational the System and as further specified in the Terms of Reference. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support;

“Software” means a part of the System which is a computer program that causes information processing in the System or Subsystems to perform in a specific manner or execute specific functions or operations;

“Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software;

“Subcontractor” means any person to whom any of the obligations of the Vendor, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Vendor and includes its legal successors or permitted assigns;

“Subsystem” means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System;

“Vendor” means the person(s) whose bid to perform the Contract has been accepted and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the Vendor;

“Vendor’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Vendor;

“Vendor’s Proposal” means the Vendor’s technical and financial proposal submitted to the Bank in response to the Bidding Documents and as accepted by the Bank.

“Warranty Period” means the period of validity of the warranties given by the Vendor commencing at the date of the Operational Acceptance Certificate of the System or



Subsystem(s), during which the Vendor is responsible for defects with respect to the System (or the relevant Subsystem[s]) and other related services.

A1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees; and
- (e) headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

A2 Vendor's Status

A2.1 At all times during the Contract period the Vendor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorized to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

A2.2 All employees, representatives, or Subcontractors engaged by the Vendor in connection with the performance of the Contract shall be under the complete control of the Vendor and shall not be deemed to be employees of the Bank. Nothing contained in the Contract or in any subcontract awarded by the Vendor shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Bank.

A2.3 If the Vendor is a joint venture of several entities or persons, all such entities or persons shall be jointly and severally liable to fulfill the provisions of the Contract and shall designate among themselves one entity or person to act as the authorized representative of the joint venture. The composition or constitution of the joint venture shall not be altered without the prior consent of the Bank.

A3 Incoterms

A3.1 The meaning of any trade term and the rights and obligations of the Parties thereunder shall be as prescribed by the current edition of Incoterms published by the International Chamber of Commerce, Paris, France.

A4 Notices

A4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing. Such notice shall be deemed to be duly given when it has been delivered by hand, registered mail, courier or facsimile to the Party to which it is required to be given, at such Party's address as specified in the SCC.

A5 Immunity



A5.1 Nothing in this Contract shall operate or be construed as a waiver, renunciation or other modification of any right, privilege, immunity and exemption accorded to the Bank under the Agreement establishing the African Development Bank, the Headquarters Agreement between the Bank and Cote d'Ivoire, any other international agreement or convention or any other applicable law.

B. PERFORMANCE OF THE CONTRACT

B1 Scope of the System

B1.1 Unless otherwise expressly limited in the Contract, the Vendor's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract.

B1.2 The Vendor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and/or items and materials were expressly mentioned in the Contract.

B2 Vendor's Responsibilities

B2.1 The Vendor shall conduct all contracted activities with due care and diligence, in accordance with the requirements of the Contract, with the skill and care expected of a competent service provider of information technologies, information systems, support, maintenance, training, and other related services, and in accordance with best industry practices. In particular, the Vendor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

B2.2 The Vendor confirms that it has entered into this Contract on the basis of a proper examination of the data provided by the Bank in respect of the System, information that the Vendor could have obtained from a visual inspection of the Site (if access to the Site was available) and other data readily available to the Vendor relating to the System prior to bid submission. The Vendor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

B2.3 The Vendor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

B2.4 The Vendor shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually agreed Project Plan. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to Article H.

B2.5 The Vendor shall acquire and retain in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract, for the duration of the Contract, including,



without limitation, visas for the Vendor's and Subcontractor's personnel and entry permits for all imported Vendor's Equipment.

B2.6 The Vendor shall comply with all laws in force in the Vendor's country of registration and the country where the Goods are delivered and the Services are performed. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Vendor. The Vendor shall indemnify and hold harmless the Bank from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Vendor or its personnel, including the Subcontractors and their personnel.

B2.7 The Vendor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with this Contract, pay due regard to all local laws and regulations pertaining to the employment of labor.

B3 Vendor's Personnel

B3.1 The Services shall be carried out by the personnel of the Vendor accepted by the Bank. No substitution of any such personnel and of the billing rates proposed by the Vendor for the replacement personnel shall be made without the Bank's prior written authorization, such authorization not to be unreasonably withheld.

B3.2 In the event of disruption resulting from the action of a member of the Vendor's personnel, the Bank shall have the right to request the replacement of the personnel, stating its reasons for so doing. Replacement personnel must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions.

B3.3 The Vendor shall (and shall ensure that any of its personnel and agents that are engaged within the boundaries of the Bank's premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel in or outside the Bank's premises.

B4 Bank's Responsibilities

B4.1 The Bank shall be responsible for provision of all resources, information, and decision making under its control that are necessary to reach an agreed Project Plan.

B4.2 If requested by the Vendor, the Bank shall use its best endeavors to assist the Vendor in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Vendor or Subcontractors or the personnel of the Vendor or Subcontractors, as the case may be, to obtain.

B4.3 The Bank will designate appropriate staff for the training courses (if needed) to be given by the Vendor and shall make all appropriate logistical arrangements for such training as specified in the Contract.

B4.4 The Bank assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with the SCC. The Bank shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Vendor's responsibilities after the date of Operational Acceptance as specified in the Contract.

B5 Conflict of Interest



B5.1 The Vendor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. A conflict of interest could arise in particular as a result of economic interest or shared interest. Any conflict of interest which could arise during performance of the Contract must be notified to the Bank in writing without delay. In the event of such conflict, the Vendor shall immediately take all necessary steps to resolve it.

B5.2 The Bank reserves the right to verify that such steps are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall determine. The Vendor shall ensure that its staff is not placed in a situation which could give rise to conflict of interest. Without prejudice to Section B3 above the Vendor shall replace, immediately and without compensation from the Bank, any member of its staff exposed to such a situation.

B6 Eligibility Rule

B6.1 All Goods and Services supplied under the Contract shall be produced in a member country of the Bank as defined in the Bank's rules on its corporate procurement activities.

B6.2 For purposes of this Section, goods must have a value of which more than half is attributable to production or to originating materials and inputs from one or more member country of the Bank.

B7 Environmental Protection

B7.1 The Vendor shall ensure that the work performed under the Contract meets the legal requirements in force on the environment, safety, human health and preservation. The Vendor must be able to justify compliance at any time during the performance of the Contract and during the Warranty Period upon request of the Bank.

B7.2 In the event that the legal requirements referred to in Subsection B7.1 above evolves during the performance of the Contract, any changes requested by the Bank to comply with the new legal requirements shall be effected through an amendment of the Contract.

C. CONTRACT AMOUNT AND PAYMENT TERMS

C1 Payment Terms

C1.1 Unless otherwise provided, payments shall be made promptly by the Bank and in any case, no later than thirty (30) days after submission to and acceptance by the Bank of accurate and complete invoices, together with satisfactory documentary evidence of the delivery or execution of Goods or Services required, in support of the claim for payment.

C1.2 The Bank shall not be obligated to make any payment under this Contract except to the extent provided in the Price Schedule or as otherwise mutually agreed by the Parties in writing. Payment shall be made for the portion of the Contract Price corresponding to the Goods and/or Services actually delivered, Installed and operationally accepted.

C1.3 The Vendor's request for payment shall be made to the Bank in writing, accompanied by an invoice (one original and a copy) describing, as appropriate, the System or Subsystem(s) Delivered, Pre-commissioned, Installed, and Operationally Accepted, and accompanied by any other documents specified in the Contract, and upon fulfillment of other obligations stipulated in the Contract. Unless otherwise provided, the Vendor shall indicate the Contract number on all invoices, shipping documents, packing slips, packages and correspondence, which shall be addressed to the Bank and any further information specified in the Contract.

C2.4 No payment made by the Bank herein shall be deemed to constitute acceptance by the Bank of the System or any Subsystem(s).



.C4 Taxes and Duties

- C4.1 The Bank is exempt from all taxation, customs duties and other such imposts in its member countries in accordance with Article 57 of the Agreement establishing the African Development Bank. The Vendor shall not claim from the Bank any taxes, levies, license fees or any other such charges which are paid or may be payable to the municipal/local council or any other responsible authority in relation to this Contract and the Services provided under this Contract. The Vendor authorizes the Bank to deduct the amount of any tax, duty or other imposts included in any invoice presented in connection with this Contract, either knowingly or inadvertently by the Vendor without any cost to the Bank.
- C4.2 If a Vendor is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoices and the Vendor shall provide to the Bank any additional information or document as may be required by the Bank for obtaining the requisite exemption.

D. INTELLECTUAL PROPERTY AND PROTECTION OF INFORMATION

D1 Intellectual Property infringement

- D1.1 If a third party asserts a claim against the Bank that any hardware, software, equipment, deliverable, material or other Good that the Vendor provides to the Bank under this Contract or the use of the System by the Bank, infringes third party's Intellectual Property Rights, the Vendor will defend the Bank against that claim at the Vendor's expense and pay all costs, damages, and attorney's fees awarded against the Bank or that are included in a settlement approved by the Vendor, provided that the Bank:
- (a) promptly notifies the Vendor in writing of the claim, and
 - (b) subject to the rights, immunities, privileges or exemptions accorded to the Bank under the Agreement establishing the African Development Bank, the Headquarters Agreement between the Bank and Cote d'Ivoire, or any other applicable international agreement or convention or applicable law, allows the Vendor to control, and reasonably cooperates with the Vendor in, the defense and any related settlement negotiations.
- D1.2 If a claim is made under Subsection D1.1 above, the Bank shall inform the Vendor for the Vendor to either (i) obtain a license to enable the Bank to continue to use the Product concerned, in accordance with the terms of this Contract, or (ii) modify the infringing Product to avoid infringement, or (iii) replace the Product, without additional charges to the Bank, with one that is compatible, functionally equivalent and non-infringing. If the Vendor determines that none of the foregoing alternatives is reasonably available, then on the Vendor's written request, the Bank shall return the Product to the Vendor and discontinue its use. The Vendor shall then give the Bank a full refund of the cost of the Product.
- D1.3 The Vendor represents and warrants that it has full power and authority to grant the rights granted by this Contract to the Bank, without exception, with respect to the Product supplied under this Contract without further consent of any other person. As of the Commencement Date, the Vendor represents and warrants that it is not aware of any threatened or pending legal action with respect to the Product provided by the Vendor under this Contract regarding infringement or other violation of any copyright, trademark, patent, or other intellectual or proprietary or other rights of any third party.



D2 Confidential Information

- D2.1 No Party shall at any time without written authorization from the other Party, communicate to any third party any Confidential Information disclosed to it, or obtained in the course of, performing its obligations under this Contract. For purposes of this paragraph, “Confidential Information” means (a) any information of the Vendor or the Bank that, if disclosed in writing, is marked “confidential” or “proprietary” at the time of disclosure, or, if disclosed orally, is identified as “confidential” or “proprietary” at the time of disclosure, and is summarized in a writing sent by the disclosing party to the other party within thirty (30) days of such disclosure; or (b) any information that, under the circumstances of disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary. Without limiting the foregoing, the Vendor’s Confidential Information includes its Software.
- D2.2 The obligations under Subsection D2.1 will not be deemed to have been breached to the extent that Confidential Information: (a) is disclosed solely in order to comply with obligations, or exercise rights, under this Contract; or (b) is in the public domain other than due to a breach of Subsection D2.1; or (c) is independently and legally developed or acquired without the obligation of confidentiality; or (d) is legally required to be disclosed by operation of law or judicial process, provided that the Party required to make such disclosure has given the other Party prompt prior notice of any such request for disclosure.
- D2.3 Where a party discloses Confidential Information to another person or entity pursuant to Subsection D2.1, the disclosing party will notify the receiving person that (a) the information is Confidential Information and (b) require the receiving person not to disclose the confidential information. In every instance, the disclosing Party shall notify the other party (a) prior to making any such disclosure and (b) promptly of any breach of its confidentiality obligations when it has learned of such a breach.
- D2.4 The Vendor shall not publish or cause or permit to be published, without the prior written approval of the Bank, the existence of this Contract nor any conclusions or recommendations nor part thereof formulated in the course of or as a result of the performance of the Services.
- D2.5 The Vendor further agrees to include the contents of this Section D2 in all subcontracts and consulting agreements entered into by the Vendor for the performance of the Contract.
- D2.6 The provisions of this Section D2 shall survive the expiration or the termination of this Contract.

D3 Data Protection

- D3.1 The Vendor shall not damage, disclose, alter, lose or destroy any information or data of the Bank for any reason unless specifically instructed to do so in writing by the Bank. Nor shall the Vendor use any such information or data for any purpose other than that for which it has been specifically communicated or disclosed by the Bank. The Vendor shall maintain appropriate security measures to prevent unauthorized use, disclosure, destruction or loss of any exchange information or data.
- D3.2 In the event of loss of any Bank data or information where such loss is due to the intentional act or omission or negligence of the Vendor or any of its Subcontractors, the Vendor shall be responsible for recreating or reconstituting such lost data in the manner and on the schedule set out by the Bank. The Vendor shall ensure that all data is backed up and recoverable by the Vendor. The Vendor shall use its best efforts to assure that at no time shall any actions undertaken by the Vendor under this Contract (or any failures to act when the Vendor has a



duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Vendor is working hereunder.

D4 Disaster Recovery

D4.1 If the Vendor, at any time during the performance of the Contract is determined by the Bank, at its sole discretion, to provide services essential to the Bank's mission (based on the nature of an actual or threatened emergency situation), then upon such notice to the Vendor, the Vendor shall take immediate and effective measures to ensure the availability or use of back-up or redundant services and/or system(s) support to deal with such emergency, and to ensure uninterrupted support of the services or systems support under the Contract so identified.

E. FRAUD AND CORRUPTION

E1 Fraud and Corruption

E1.1 The Vendor represents that no employee of the Bank involved in the award of the Contract has received, or will receive, directly or indirectly, any kind of benefit or advantage from the Vendor, its agents or affiliates, resulting from the award of the Contract or its implementation.

E1.2 The Vendor shall not engage in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practice in competing for or in executing the Contract.

E1.3 The Bank reserves the right, where the Vendor has been found by a national or International Entity to have engaged in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practice, to declare that the Vendor is ineligible, for a stated period of time, to be awarded a Bank contract.

F. GUARANTEES AND WARRANTIES

F1 Guarantees

F1.1 The Vendor guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, if specified in the Contract) within the time periods specified in the Contract, or within such extended time to which the Vendor shall be entitled or which could be agreed to by the Bank.

F1.2 The Vendor guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Bank's requirements set forth in the technical requirements in the Contract and it conforms to all other aspects of the Contract. The Vendor acknowledges that the provisions of the SCC regarding Commissioning and Operational Acceptance govern how technical conformance of the System to the Contract requirements will be determined.

F2 Warranties

F2.1 The Vendor represents and warrants that it possesses the requisite experience, qualifications, competence and skills to perform the Services hereunder and to carry out all of its duties and responsibilities set out in the Contract and that all information given concerning such experience, qualifications, competence and skills is accurate.

F2.2 The Vendor represents and warrants that it is in compliance with all the applicable laws and regulations in force at its place of incorporation. The Vendor covenants that during the term of the Contract it shall abide by, and take all measures necessary to enable it to be in



compliance with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.

F2.3 The Vendor warrants that the Services and Goods supplied under this Contract shall be free from defect in the design, engineering, materials and workmanship that prevent the System and/or any of its components from fulfilling the technical requirements in the Contract or that limit in a material way the performance, reliability, or extensibility of the System and/or Subsystems. The Vendor also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the technical requirements in the Contract.

F2.4 The foregoing guaranties and warranties of the Vendor shall survive expiration or termination of this Contract.

G. FORCE MAJEURE

G1.1 Neither Party to this Contract shall be responsible for any delay or failure to perform its obligations under this Contract if the delay or failure is attributable to Force Majeure. "Force Majeure" means any event or condition which (a) wholly or partially delays or prevents the affected Party from performing any of its obligations under this Contract, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of the Party invoking Force Majeure, and (d) occurs without the fault or negligence of such Party.

G1.2 The Party affected by such Force Majeure shall give prompt written notice to the other Party specifying the nature and probable duration of the Force Majeure, and the extent of its effects on such Party's performance of its obligations under this Contract. During the continuance of such Force Majeure, the obligations of the affected Party shall be suspended to the extent necessitated by such Force Majeure.

G1.3 In the event of a Force Majeure which delays or prevents performance of the whole or any part of this Contract for more than thirty (30) days, either Party shall have the right, by notice in writing to the other Party, to terminate this Contract without liability to the other Party.

H. TERMINATION

H1 Termination for Bank's Convenience

H1.1 The Bank may terminate the Contract, in whole or in part, at any time for its convenience upon not less than thirty (30) days written notice to the Vendor.

H1.2 In the event of termination of the Contract under Section H1, the Bank shall pay to the Vendor, not to exceed the Contract Price, the following amounts:

- (a) the Contract Price properly attributable to the parts of the System executed by the Vendor as of the date of termination;
- (b) the costs reasonably incurred by the Vendor in removing the Vendor's personnel and Equipment from the site.
- (c) costs incurred by the Vendor in protecting the System and leaving the site in a clean and safe condition pursuant to Subsection H4.1; and



- (d) the costs of satisfying all obligations, commitments and claims that the Vendor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by Paragraph H1.2 (a) through (c) above.

H2 Termination for Vendor's Default

H2.1 The Bank, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons to the Vendor:

- (a) if the Vendor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Vendor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Vendor takes or suffers any other analogous action in consequence of debt;
- (b) if the Vendor assigns or transfers the Contract or any right or interest therein without authorization;
- (c) if the Vendor, in the judgment of the Bank, has engaged in Corrupt, Fraudulent, Collusive, Coercive or Obstructive practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract; or
- (d) if the Vendor commits a material breach of the Contract.

H2.2 If the Vendor:

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the System promptly;
- (c) persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Contract at rates of progress that give reasonable assurance to the Bank that the Vendor can attain Operational Acceptance of the System at the time for achieving Operational Acceptance, as extended;

then the Bank may, without prejudice to any other rights it may possess under the Contract, give a notice to the Vendor stating the nature of the default and requiring the Vendor to remedy the same within fourteen(14) days of receipt of the notice. If the Vendor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Bank may terminate the Contract forthwith by giving a notice of termination to the Vendor.

H2.3 The Vendor shall notify the Bank immediately in writing of any proposal or negotiation which will or may result in a merger, take-over, change of control, change of name or status ("**Change of Control**"). Where the Bank has not given its prior approval, the Bank may terminate the Contract with immediate effect by notice in writing and without compensation to the Vendor within six (6) months of:



- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Bank becomes aware of the Change of Control.

H2.4 The Bank may enter upon the Project Site, expel the Vendor, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Bank deems appropriate, the Bank shall give notice to the Vendor that the Vendor's Equipment will be returned to the Vendor at or near the site and shall return the Vendor's Equipment to the Vendor in accordance with such notice. The Vendor shall thereafter without delay and at its cost remove or arrange removal of the same from the Project Site.

H2.5 Subject to Subsection H2.6, the Vendor shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to Subsection H4.1. Any sums due to the Bank from the Vendor accruing prior to the date of termination shall be deducted from the amount to be paid to the Vendor under this Contract.

H2.6 If the Bank completes the System, the cost of completing the System by the Bank shall be determined. If the sum that the Vendor is entitled to be paid, pursuant to Subsection H2.5, plus the reasonable costs incurred by the Bank in completing the System, exceeds the Contract Price, the Vendor shall be liable for such excess. If such excess is greater than the sums due the Vendor under Subsection H2.5, the Vendor shall pay the balance to the Bank, and if such excess is less than the sums due the Vendor under Subsection H2.5, the Bank shall pay the balance to the Vendor. The Bank and the Vendor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

H3 Termination by Vendor

H3.1 If:

- (a) the Bank has failed to pay the Vendor any sum due under the Contract within the specified period or has failed to approve any invoice or supporting documents without just cause, the Vendor may give a notice to the Bank that the Vendor requires payment of such sum or approval of such invoice or supporting documents to remedy the same. If the Bank fails to pay such sum or to approve such invoice or supporting documents or give its reasons for withholding such payment or approval within thirty (30) days after receipt of the Vendor's notice; or
- (b) the Vendor is unable to carry out any of its obligations under the Contract for any reason attributable to the Bank, including but not limited to the Bank's failure to provide possession of or access to the site or other areas or the Bank's failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Vendor may give a notice to the Bank of such events, and if the Bank has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such payment or approval within twenty-eight (28) days of such notice, or if the Vendor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Bank within twenty-eight (28) days of the said notice, the Vendor may by a further notice to the Bank, forthwith terminate the Contract.



H3.2 If the Contract is terminated under Subsection H3.1 above, the Bank shall pay to the Vendor all payments specified in Subsection H2.5.

H4 Consequences of Contract Termination or Expiration

H4.1 Upon receipt of the notice of termination under Sections H1, H2 or H3, or expiration of the Contract, the Vendor shall either as soon as reasonably practical or upon the date specified in the notice of termination:

- (a) cease all further work, except for such work as the Bank may specify in the notice of termination for the sole purpose of protecting that part of the System already executed,
- (b) remove all Vendor's Equipment and personnel from the site, repatriate the Vendor's and its Subcontractor's personnel from the site;
- (c) remove from the site any wreckage, rubbish and debris of any kind, and leave the site in a clean and safe condition;
- (d) deliver to the Bank the parts of the System executed by the Vendor up to the date of termination;
- (e) to the extent legally possible, assign to the Bank all right, title, and benefit of the Vendor to the System, as at the date of termination, and as may be required by the Bank, in any subcontracts concluded between the Vendor and its Subcontractors;
- (f) deliver to the Bank all non-proprietary drawings, specifications, and other documents prepared by the Vendor or its Subcontractors as of the date of termination in connection with the System.

H4.2 In this Article H, the expression "portion of the System executed" shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Vendor and used or intended to be used for the purpose of the System, up to and including the date of termination.

H4.3 In this Article H, in calculating any monies due from the Bank to the Vendor, account shall be taken of any sum previously paid by the Bank to the Vendor under the Contract, including any advance payment paid pursuant to the SCC.

I. CONTROL OF THE CONTRACT

I1 Monitoring of Contract Performance

I1.1 The Vendor shall immediately report to the Bank in writing any problems encountered which may jeopardize the performance of the Contract, any corrective action and the date by which that action will be completed.

I2 Assignment and Subcontracting

I2.1 The Vendor shall not assign, transfer or make any other disposition of any of its rights or obligations under this Contract, in whole or in part, except with the prior written consent of the Bank, such approval in each such case shall be without prejudice to the Vendor's obligations and liabilities hereunder.

I2.2 The Vendor shall not subcontract for the whole or any part of the Services to any person or entity except with the prior written consent of the Bank given in respect of the particular



person or entity, such approval in each such case shall be without prejudice to the Vendor's obligations and liabilities hereunder

12.3 Notwithstanding any such consent given by the Bank pursuant to Subsections 12.1 and 12.2 above, the Vendor hereby guarantees full compliance by the Subcontractors and assignees with the terms of the Contract and the prompt performance by each of them of the subcontracted parts of the Services. The Vendor further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Services.

12.4 However, it should be understood, that no third party shall be a subcontractor or perform work on the basis of this Contract unless incorporated as a business in one of the Bank's member countries.

I3 Amendment

13.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to this Contract.

I4 Severability

14.1 If any provision of the Contract is held to be invalid or unenforceable, the remainder of the Contract 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.

I5 Waiver

15.1 No waiver of any right or remedy arising from a breach of the Contract shall constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

I6 Entire Agreement

16.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentation.

J. DISPUTES AND LAW

J1 Dispute settlement

J1.1 The Parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract 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 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.

J1.2 If, after forty-five (45) days from the commencement of such informal negotiations, the parties have been unable to amicably resolve the dispute or disagreement, either Party shall have the right to initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force.

J1.3 The arbitration tribunal shall consist of one (1) arbitrator selected by agreement of the parties. If the parties are unable to agree on the arbitrator within sixty (60) days of notification



to commence arbitration, the London Court of International Arbitration (LCIA) shall act as the appointing authority.

- J1.4 The arbitration shall take place in Abidjan, Côte d'Ivoire and the arbitral proceedings shall be in the language of the Contract.
- J1.5 The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.
- J1.6 The arbitrator shall abide by the rules of ethics for international arbitrators established by the International Bar Association. The arbitration tribunal shall have no authority to award exemplary, punitive, or special damages or any other damages excluded by this Contract.
- J1.7 The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.
- J1.8 The provisions of this Article J shall survive the termination of this Contract.



MAINTENANCE CONTRACT

THIS MAINTENANCE CONTRACT is entered into by and between **THE AFRICAN DEVELOPMENT BANK** (the “Bank”), and **[insert name of vendor]** (the “Vendor”).

Parties mean the Vendor and the Bank collectively, and **Party** means any one of them, as the context may indicate.

WHEREAS the Bank and the Vendor have concluded a contract for the [insert description of services] (the “Contract”);

AND WHEREAS the Bank and the Vendor have agreed, in accordance with the said Contract, that the Vendor shall provide maintenance support and routine assistance in respect of firmware, software, hardware and infrastructure, as well as provide updates and upgrades for the operating system for the duration of this Maintenance Contract.

NOW THEREFORE, the Parties hereto agree as follows:

1. SCOPE AND TERM OF CONTRACT

- 1.1 The purpose of this Maintenance Contract is to describe the Vendor's responsibilities in the maintenance of hardware equipment and software at the Bank's premises. The Vendor shall perform the services and carry out its obligations with due diligence, efficiency and economy, in accordance with standards specified in the Service Level Agreement. The Vendor shall observe sound management practices, and employ as appropriate advanced technology and safe methods of work. In respect of this Maintenance Contract, the Vendor shall always act as a faithful adviser to the Bank and shall at all times support and safeguard the Bank's legitimate interests in any dealings with sub-contractors or third parties.
- 1.2 This Maintenance Contract shall remain valid for a period of [insert initial period] (“Initial Period”) commencing on the day following Operational Acceptance date in accordance with the Contract for the supply, installation, training and maintenance of System concluded between the Bank and the Vendor. Maintenance costs are detailed in the pricing schedule in the Contract. Upon expiry of the Initial Period, this Maintenance Contract may be renewed for further periods of one year each up to a maximum of [...] consecutive years, on such terms and conditions as agreed by the Parties.
- 1.3 This Maintenance Contract is part of the Contract and subject to all its terms and conditions. For greater clarity, this Maintenance Contract can be terminated by itself without affecting the rest of the Contract, should the conditions for termination exist pursuant to the GCC.
- 1.4 The Vendor warrants that it is qualified by the manufacturer, in case of third party products, to supply and provide maintenance services, technical or help desk support, new version upgrade and/or other services related to the hardware and software installed. The Vendor further warrants that its work will not negatively affect the performance of the System.

2. MAINTENANCE FEES - PAYMENT TERMS



2.1 In consideration of the provision of maintenance services hereunder, the Bank agrees to pay to the Vendor an amount detailed in the pricing schedule in the Contract as Annual Maintenance Fee, for the Initial Period. The Bank shall prepare an inventory of devices to be maintained, before commencement of this Maintenance Contract, and subsequently, within three (3) months to the end of each maintenance year, for the following year. Payment shall be effected by the Bank after receipt of itemized invoice from the Vendor indicating the breakdown of service charges. The Vendor shall not increase such amount (subject to increases due to the purchase of additional products) during the Initial Period. After the Initial Period the Vendor shall not increase the amount for the maintenance services by more than [set percentage]% per year.

2.2 The maintenance fee for the Initial Period shall be paid after Operational Acceptance on presentation to the Bank of appropriate invoices and supporting documents. Payment shall be made by the Bank within thirty (30) days of receipt of the relevant invoice and related documents including certification by the Bank's authorized representative that the services have been satisfactorily performed in accordance with the terms of this Maintenance Contract.

3. OBLIGATIONS OF THE VENDOR

3.1 SOFTWARE MAINTENANCE AND ENHANCEMENT

3.1.1 SERVICES

- Support and Routine Assistance

The Vendor's software support personnel shall be available to assist and consult with the staff of the Bank [24 hours a day, seven days a week]. The Vendor and/or Local Representative Agent shall provide necessary support services to answer questions and to assist the Bank in resolving problems related to the use and operation of the System supplied and installed by the Vendor. The Vendor and/or Local Representative Agent shall be responsible for training Bank's Staff to operate the new and/or upgraded System.

- Software Errors and Corrections

So long as the System is under this Maintenance Contract, the Vendor agrees to correct errors or defects in the products (hardware and software) sold to the Bank and to supply such corrections to the Bank at no additional charge. The Bank agrees to report promptly to the Vendor any and all errors or defects in the products, which it may discover. The Vendor shall correct the errors or defects in the products promptly after they are discovered by the Bank or are reported by the Vendor.

- Enhancement and New Releases of Software and Documentation

The Vendor shall provide and Bank shall install, at no additional cost to the Bank all new versions, releases, and updates for all security related software that are used in the System, within thirty (30) days of their availability from the Vendor to other clients and no later than three (3) months after they are released in the country of origin of the System. New releases of the System shall be supplied on CD ROM or as a download via the internet. Appropriate documentation and installation instructions with respect to new releases shall also be provided. The Bank agrees, with the effective telephone support of the Vendor, to install each new release of the System as soon as possible.



3.2 HARDWARE MAINTENANCE AND ENHANCEMENT

3.2.1 SERVICES

The Vendor and/or Local Representative Agent shall provide the following maintenance and support services:

- **Support and Routine Assistance**

The Vendor's support staff shall provide telephone support services to answer questions and to assist the Bank, either on the phone or through on-site intervention, in resolving problems related to the use and operation of the hardware [24 hours a day, seven days a week, 5 days a week]. The Vendor shall ship replacement hardware, via expedited courier, within one business day of determination of the need to replace any defective hardware. The Bank shall ship to Vendor within ten (10) business days, at Vendor's cost, such defective hardware. The Vendor shall be responsible for training the Bank's personnel to use the hardware in case of System and/or hardware upgrade. Support shall be provided via telephone, email and on-site intervention where necessary.

4. DELAYS IN THE VENDOR'S PERFORMANCE

All Services to be performed under this Maintenance Contract shall be provided by the Vendor in accordance with the time schedule prescribed hereunder. If at any time during performance of this Maintenance Contract, the Vendor should encounter conditions impeding timely delivery and performance of the Services, the Vendor shall promptly notify the Bank in writing of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the Vendor's time for performance, or terminate the Maintenance Contract with or without claiming liquidated damages from the Vendor.

5. ENTRY INTO FORCE

This Maintenance Contract shall be effective on the day following the Operational Acceptance date as defined in the Contract.



SERVICE LEVEL AGREEMENT

1. PURPOSE

This document describes Service levels for Hosted services provides to the Bank during the period covered by the service agreements in force between the Bank and the vendor. This document also provides metrics used to measure the level of performance in delivering hosted services to the bank. The document describes escalation procedures, and methods associated with application of Service Level Agreement (SLA) as a tool for managing predictable delivery of services to the Bank.

2. AGREEMENT ADMINISTRATION

2.1 Period and Scope of the Agreement

The Vendor will provide to the Bank the application, infrastructure, and operational support for the software application and functionalities listed in the table below:

Table 1: Applications/Functionality supported by the Vendor under this Agreement

| Application / Functionality | Number of Licenses or description of other scope of support |
|-----------------------------|---|
| | |

Unless otherwise stated, this Agreement will become effective when the Contract is signed by the bank and the Vendor, and will continue until termination of the Contract.

2.2 Vendor Services

The Vendor will assume responsibility for the services listed below to the Bank in support of this Agreement whether directly provided by the vendor, or provided by a 3rd party subcontractor of the Vendor:

Table 2: Vendor provided services

| Hosting facility services | included |
|---|-----------------|
| Operations monitoring services | Yes /No /Shared |
| Application administration services | Yes /No /Shared |
| Software maintenance and upgrade services | Yes /No /Shared |
| Application Recovery Service | Yes /No /Shared |
| Data/Information Security Services | Yes /No /Shared |
| Data Storage Retention | Yes /No /Shared |



| | |
|---|-----------------|
| Network Services | Yes /No /Shared |
| Problem Management/Customer Support Service | Yes /No /Shared |

Hosing facility service

Vendor assume all responsibility for the computing environment supporting the hosted applications.

Operations and monitoring services

Application provided by the vendor are supported by a 24*7 automated and alert monitoring system.

Application administration services

Application provided under this agreement will be the responsibility of the vendor. Vendor will own and manage the application, related databases, supporting computing hardware, and necessary operating systems.

Application recovery services

The vendor will provide the following recovery services:

- Hosting infrastructure recovery processes
- Application recovery processes
- Offsite data backup storage via media (e.g. tape) or cloud including rotation, retention, and periodic testing of data backups

Data/information Security Services

The vendor will manage the application and bank's data at or above the same level of bank security minimum requirements as establish by the Request for Proposal and / or contact.

Data storage and retention

The vendor will ensure Bank data is store and retained in accordance with Bank record retention policies

Problem management / customer support services

The vendor provides problem management support for all application services covered by this agreement. The Bank will direct problems encountered with the service provided in this agreement to a problem management/customer support contact as identified by the vendor.

3. CHARACTERISTICS FOR PROBLEM CATEGORIZATION

3.1 Severity Codes

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage



- Number of clients affected
- Workaround
- Acceptable resolution time

It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem.

3.2 Levels of Service

The service levels offered by the Vendor to the Bank are described below. The Vendor's goal must be to meet, and even exceed, when possible, the levels of services described below:

| Problem Severity Level | Description |
|------------------------------------|---|
| Severity Level 1- Emergency | Mission critical: your business critical process(s) are unable to function – The System is not functioning and at least one your business critical process is catastrophically affected. There is no workaround that is acceptable, thereby preventing a department or workgroup from performing a mission critical business function(s). |
| Severity Level 2 - High | Significant impact to mission critical business process(s) – A major problem impedes the ability to perform mission business critical function(s) due to major functionality not working. A temporary work-around that is acceptable to you is available. |
| Severity Level 3 - Medium | Not able to accomplish all functions - Minor function(s) not working causing non-critical work to back up. |
| Severity Level 4 - Low | Inconvenience – The System is causing a minor disruption in the way tasks are performed, but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues - especially in constituent facing applications. |

3.3 Levels of Effort

The level of effort expected of the Vendor shall be exercised in full, either through corrective maintenance activities or through preventative maintenance activities.

3.4 Liquidation damages

3.4 service level indicator

The following measures will be used to determine the level of service performance.



| Measure | Metric | standard | comments |
|---|---|--|----------|
| Availability | System is available for use | 99.95% Availability excluding scheduled maintenance - | |
| Problem Management | Severity Level 1 Problem Resolved | 100% resolved within 4 hours | |
| | Severity Level 2 Problem Resolved | 100% resolved within 12 hours | |
| | Severity Level 3 Problem Resolved | 80% resolved within 1 working days. 100% resolved within 2 working days | |
| | Severity Level 4 Problem Resolved | 80% resolved within 5 working days. 100% resolved within 7 working days | |
| Vendor Help Desk | Help Desk call wait time | At least 99% of Help Desk calls are answered in 2 minutes or less (a call pick-up system may be used) | |
| | Help Desk call busy signal | Less that 1% of calls get a busy signal | |
| Support calls for Severity Level 1 and Level 2 | Support call Severity Level 1 and Level 2 callback time | Vendor must respond back to Bank in 30 minutes or less from the time the Bank made the call | |
| Data Retention | Monthly copy of Bank data for retention | If need, vendor must provide Bank a monthly copy of data in a format designated by Bank | |

Hours of support

Vendor will provide a designated support contracts 24 hours a day, Monday through Sunday

4. OPTIONAL SERVICES



The Bank may from time to time request the vendor to provide additional services over and above those covered under the scope of this agreement. Such services shall not be subject to the terms of this Service Level Agreement, unless such services are incorporated into this document and associated service agreement via addendum or via publication of a revision to this document and associated service agreement.

5. LIMITATION

As maintenance windows can skew the result of Service Level Indicators, maintenance of systems by the vendor, will need to be communicated, so that the measures can be adapted accordingly. These include both scheduled maintenance windows and emergency maintenance case. To ensure the validity of the metrics, maintenance times will be excluded during measurement and reporting on service level attainment.

6. REMEDY FOR NON-PERFORMANCE

If the Bank and the vendor determine in their reasonable judgment that vendor's service to the bank was unsatisfactory base on the service level indicators, Vendor will credit the customer's account as specified under each service description.

Resolution of any disputes regarding vendor's obligations resulting non-performance shall be governed under procedure outlined in the Service Agreements between vendor and the Bank.

The Bank will communicate scheduled service outages to the vendor, the the purpose of correctly identifying service periods subject to measurement against Service Level Indicators. Such service outages might include schedule maintenance, as well as outages scheduled with little advance notice such as those associated with update of server virus definitions.

Email archiving availability shall be calculated by dividing the total number of hours that the archiving service was unavailable (excluding any periods of bank network outages, maintenance, or DNS issues outside the direct control of the vendor) by the total number of planned available hours of the service in the calendar month in question.

7. OTHER SERVICES

The following hardware and software application-related services shall also be provided:

7.1 **Application monitoring** – The Vendor will make every effort to conduct, upon the Bank's request, periodic monitoring of the system performance to determine whether there is deterioration and advice the Bank on the same.

7.2 **Transition of new or modified applications** - When a new or modified application is ready to be transitioned into support, planning and coordination of the necessary activities between the Bank's Corporate Application Service and the Vendor's support team will be conducted by the Bank's Corporate Application Service. Other requirements include:

- Support will commence for new or modified software immediately after deployment.



- The Vendor shall make available to the Bank the required support resources (human and other) to provide knowledge transfer for a period of 60 days after deployment of new software and/or upgrade.

7.3 **Status reporting** - monthly status reports will be completed by the Bank's Corporate Application Service and submitted to the Vendor for all items covered by the Maintenance Contract. The monthly Status reports will be discussed by the Bank's Corporate Application Service or the Bank's Chief Information Security Officer with the Vendor's support management to ensure that the Vendor is aware of the support issues and risks faced by the Bank.

7.4 **Knowledge management** - Recording, storing, and retrieval of information to assist in the resolution of problems will be established by the Vendor and maintained by the Bank.

8. PROCESSES AND PROCEDURES RELATED TO THIS SLA

8.1 *Request for Support*

A request for support is defined as a request to fix a defect in existing software application and/or hardware or a malfunction in the security system as a whole. Such requests may be executed by e-mail, fax or phone call. In the latter case the Bank's security unit must summarize in writing for its file, the conversation held with the Vendor and/or its Local Agent. The support request sent to the Vendor shall clearly mention the severity level and security codes of the problem.

8.2 *Call Management Process*

The Vendor shall set up within its organization a unit in charge of recording and tracking all problem reports, inquires, or other types of calls received from the Bank.

8.3 *Performance Evaluation*

8.4 *Evaluation Reporting*

The Bank will provide regular reporting to the Vendor to indicate how the latter is performing vis-a-vis the related target performance (see below). These reports are expected to be produced by the Bank's security unit and will provide details on the Vendor's performance against SLA targets.

8.5 *Evaluation Criteria*

Reporting against the SLA resolution targets will focus on the time to resolve operating problems. This evaluation will only address the support requests submitted to the Vendor for resolution. The evaluation report will be in the form of a written letter or e-mail as appropriate.

9. ROLES AND RESPONSIBILITIES OF THE BANK AND THE VENDOR

9.1 The Vendor

The Vendor's Support Team has the following general responsibilities under the SLA:

- The Vendor shall conduct business in a courteous and professional manner.
- Once a support request has been submitted, the Vendor shall make itself available to work with the Bank's support resource assigned to the support request.



- The Vendor shall continue to provide the Bank access, software, licensing, training, documentation, and support for all software and hardware supplied.
- The Vendor shall provide all of the necessary and requested documentation, information, and knowledge capital to the Bank prior to the deployment of any new application.

9.2 Vendor's Support Specialists

- The Bank's end-users do not contact the Vendor support resources directly to report a problem. All problem calls must be logged through the Bank's system unit.
- Conducting all root-cause analysis and bug fix isolation and resolution activities, and associated documentation for the individual tasks, as assigned by the Bank.
- Acting as a point of contact for all application issues (bugs and enhancements).
- For enhancements, determining the potential high-level effort for all changes, and based on that, either passing it on to a developer or completing it themselves.
- Identifying all tasks associated with each support request and deriving estimates for the completion of each task.
- Responsible for responding to support requests.
- Conducting coding and testing to resolve application problems.
- Participating in the acceptance testing and implementation activities.
- Providing knowledge transfer to the Bank's security unit staff.
- Preparing status reports upon request.

9.3 The Bank

The Bank has the following general responsibilities under the SLA:

- The Bank shall conduct business in a courteous and professional manner with the Vendor.
- The Bank shall log all information from the Vendor required to establish contact information, document the nature of a problem and the Vendor's hardware/network environment (as applicable).
- The Bank shall attempt to resolve problems over the phone on first call.
- The Bank shall escalate support request to next level of severity upon approach of established resolution targets.
- The Bank's security unit shall assign severity codes based on its analysis of the situation.

There are several roles deployed within the Bank that are integral to the provision of support services to the Bank. These roles include the following:

9.4 The Bank's Transition Officer

The Bank Transition Officer works as a point of contact for all activities relating to the transition of a new or modified application from the Vendor to the Bank's security unit and the decommissioning of supported applications. Reporting to the person in charge of the Bank's security unit, he/she is responsible for planning, coordinating, and overseeing the transition of a new application into support. His/her duties include:

- Liaising with the Vendor's support team head.



- Ensuring all required documentation, information, and knowledge capital has been prepared, as per transition checklist, and turned over prior to the start of support for a new application.
- Managing all activities relating to transition:
 - Identifying resource requirements, including level of effort and technical skills.
 - Identifying all access requirements and tools required.
 - Meeting with the Vendor's team or Local Agent to set up timetable and develop transition plan.
 - Developing training plan for the Bank's security unit.
 - Negotiating resource assignments with the person in charge of the security unit or the Chief Information Security Officer.
- Creating and ensuring currency of Support Applications Repository.

9.5 The Bank's Project Manager

The Bank's Project Manager will provide the overall direction of all activities, participate directly in the production of the associated deliverables, and will negotiate with the Vendor's support manager regarding the classification of enhancements and the scheduling of tasks. His/her duties will include:

- Ensuring SLA targets are met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule).
- Ensuring all work is performed according to the agreed-upon work methods and standards.
- Participating directly in the production of the associated deliverables.
- Assigning severity codes to support requests and liaising with the Vendor's team to negotiate the scheduling of tasks, and coordinate the activities of the Vendor's support team.



IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be duly executed on the respective dates specified below.

FOR THE AFRICAN DEVELOPMENT BANK

[NAME OF AUTHORISED SIGNATORY]
[TITLE]

Date

FOR THE VENDOR

[NAME OF AUTHORISED SIGNATORY]
[TITLE]

Date
