REQUEST FOR PROPOSAL
TO SUPPLY AND INSTALL A BACKUP AND STORAGE SOFTWARE

FOR THE PARLIAMENT OF EGYPT

ADB/RFP/CGSP/2016/0105
PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation
This Section is a letter from the Bank addressed to potential bidders inviting them to submit a proposal for the assignment. The letter 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
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
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 on the evaluation of submissions.

Section 6: Technical Proposal Questionnaire
This Section includes the technical proposal forms 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 on the Bank’s eligibility criteria and list of member countries.

PART II – CONDITIONS OF CONTRACT

Section 9: This Section includes the General Conditions of the Bank that shall not be modified and the Special Contract Conditions.
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Reference</th>
<th>Contents</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART I</strong></td>
<td><strong>SELECTION PROCEDURES AND REQUIREMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>Section 1</td>
<td>Letter of Invitation</td>
<td>For information</td>
</tr>
<tr>
<td>Section 2</td>
<td>Instructions to Bidders</td>
<td>For information</td>
</tr>
<tr>
<td>Section 3</td>
<td>RFP Data Sheet</td>
<td>For information</td>
</tr>
<tr>
<td>Section 4</td>
<td>Description of Goods/Technical Specification/Terms of Reference</td>
<td>For information</td>
</tr>
<tr>
<td>Section 5</td>
<td>Evaluation Criteria and Methodology</td>
<td>For information</td>
</tr>
<tr>
<td>Section 6</td>
<td>Technical Proposal Questionnaire</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appendix 6A – Statement of Conformity</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 6B – Bidder Information Sheet</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 6C – Party to Joint Venture Information Sheet</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 6D – Qualification (Pass/Fail) Assessment</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 6E – Litigation History</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 6F – Conflict of Interest Disclosure Form</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 6G - Proposal / Methodology / Description of the Solution / Approach</td>
<td>For completion</td>
</tr>
<tr>
<td>Section 7</td>
<td>Financial Proposal Questionnaire</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appendix 7A – Bid Submission Form</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 7B – Price Schedule</td>
<td>For completion</td>
</tr>
<tr>
<td>Section 8</td>
<td>Eligibility Requirements</td>
<td>For information</td>
</tr>
<tr>
<td><strong>PART II</strong></td>
<td><strong>CONDITIONS OF CONTRACT</strong></td>
<td></td>
</tr>
<tr>
<td>Section 9</td>
<td>Appendix 9A Contract Agreement</td>
<td>For information</td>
</tr>
<tr>
<td></td>
<td>o Special Conditions of Contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o General Conditions of Contract</td>
<td></td>
</tr>
</tbody>
</table>
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 3.

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 at: https://eprocurement.afdb.org/sap/bc/webdynpro/sap/zsup_reg_submit#


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

____________________________
CHIEF REGIONAL PROCUREMENT OFFICER
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 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 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) 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 (SP)** – the Bank is committed to managing its business and executing contracts in an environmentally and socially responsible manner. Bidders should set out how they will deliver the contract in a sustainable manner. The Bank’s SP guideline is available on its website.

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 signed Bid-Securing Declaration form or 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 delivered to 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 the instructions set out in this section 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 its 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 its 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, cancel the procurement process and/or 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 and may discuss proposals with bidders.

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 a contract for all or 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 a 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 within seven (7) days from receipt of the regret letter.
45. **Award Protest Procedure** – The Bank has a complaint procedure as set out in the Presidential Directive. An unsuccessful bidder wishing to make a complaint must inform the Bank within seven (7) days of notification of the Bank’s contract award decision.

46. **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.

47. **Performance Security**

47.1. 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.

47.2. The performance security shall be returned to the bidder as set out in the General and Specific Conditions.

47.3. 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.

47.4. 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.

48. **Advance Payment**

48.1. 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**.

48.2. 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.

48.3. The advance payment shall be repaid to the Bank by deducting proportionate amounts from payments due to the bidder as set out in the General and Specific Conditions.

48.4. The advance payment guarantee shall be returned to the bidder as set out in the General and Specific Conditions.

49. **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 predetermined 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**

50. **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.
51. **Assistance** – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact earctender@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 Backup And Disaster Recovery System and as outlined in Section 4.

§ 1  To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria:

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.

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.

Financial Standing: An average turnover of at least EGP 2,700,000 per annum for the last three years [2013, 2014, 2015 or latest]. A bidder shall demonstrate current soundness of financial position and its long-term profitability.

General and Specific Experience: a bidder shall have a minimum of [3 years] 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 [3 years].

Historical Contract Performance and Pending Litigation: a bidder shall demonstrate the ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract.

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.

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: (ii) by electronic mail: earctender@afdb.org The request shall be received by the Bank no later than: [12th October 2016, 5.00pm EET]

§ 8  The Bank shall organize a site visit and pre-bid meeting: [YES].

Pre-bid meeting and Site visit: 12th October 2016 at 10.00 AM EET

Physical address 1 Magless El Shaab Street - Gate No. 1 - Cairo, Egypt.
Postal Address 11583
Building no. Mogamaa Building - Fifth floor - The Information Center.
Room no. 502
Telephone no 002 27921014 ; +2 01200250050

Questions for the site visit and pre-bid meeting shall be submitted to: earctender@afdb.org
The site visit and pre-bid meeting is a mandatory requirement: [YES]
| § 10 | The language of proposals and all correspondence is: [English]. |
| § 20 | Alternative proposals are accepted: [NO] |
| § 24 | The prices shall be expressed in [EGP]. |
| § 25 | The Bank’s requirement is divided into lots [NO]NA |
| | Bidders can submit a proposal for one or multiple lots [NO]NA |
| § 26 | The minimum period of validity of proposals is ninety (90) days from the deadline for submission of proposals. |
| § 27 | Bid security is required [NO] |
| | The bidder shall furnish bid security in the amount of [NA] |
| | Bid security shall be valid for [twenty-eight (28) days] beyond the period of validity of proposals. NA |
| | If the bid security is in the form of a certified cheque [NA.] |
| | 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.NA |
| | The bid security shall be returned if: |
| | 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. |
| | The bid security shall be forfeited if: |
| | 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 | If a Bid-Securing declaration form is required: |
| | However, bidders are required to complete the bid-securing declaration form to secure their proposal. Any proposal not supported by a bid-securing declaration will be automatically disqualified. Bidders should use the bid-securing declaration form in Section 6. |
| § 28 | The deadline for submission of proposals is 18th October 2016 12.00 EET. |
| § 31 | Proposals shall be submitted electronically via the AfDB e-Procurement portal at [NO] |
§ 32  Proposals shall be submitted by courier or hand delivery: [YES]
Proposals shall be sent to the following address and the external envelope shall bear the following information:
AFRICAN DEVELOPMENT BANK - EGYPT FIELD OFFICE
72B, AL-MAAHAD AL-ESHTERAKI ST (OPP MERRYLAND)
AFREXIMBANK BUILDING OR MASHREQ BANK, 5TH FLOOR
HELIOPOLIS, CAIRO, EGYPT

RFP – DO NOT OPEN UNTIL BID OPENING DAY
Reference: ADB/RFP/CGSP/2016/0105
RFP Closing Date and Time: 18th October 2016 12.00 EET

§ 47  Performance security is required: [YES]
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 [10% of the contract value]
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.
The performance security will be returned to the bidder as set out in the General and Specific Conditions.
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.

§ 48  Advance payment will be provided to the successful bidder: [NO].
Payment will be made as set out in the General and Specific Conditions.
The successful bidder will be required to provide advance payment guarantee in the format set out in Section 6.

§ 49  The Bank shall retain 10% of the contract sum until the end of the defects liability period: [YES]
The amount will be returned to the bidder as set out in the General and Specific Conditions.
SECTION 4 – DESCRIPTION OF GOODS / TECHNICAL SPECIFICATION / TERMS OF REFERENCE

BACKGROUND INFORMATION
The Bank in its capacity as the Implementation Support Agency (ISA) for the Middle East and North Africa (MENA) Trust Fund, received a grant to support the capacity building of the Parliament of Egypt. The project’s objective is to enhance the performance of the Egyptian Parliament towards increased efficiency and effectiveness in response to the demand for improved social justice. The project direct beneficiaries are the parliament staffers, with a focus on staffers who work in the Parliament Committees alongside the elected Members of Parliament. They will be the direct recipients of the training and capacity building. The indirect beneficiaries will be the Egyptian citizens at large who will benefit from the increased efficiency and effectiveness of the parliament in conducting its legislative and oversight functions.

OBJECTIVE OF THE PROJECT:-
The overall objective of this project is to equip the Parliament of the Egyptian Government and provide the necessary IT Security Services to facilitate smooth operational activities of this important statutory organ.

SCOPE OF WORK
The scope of the Project is to provide the parliament with the necessary IT equipment and software which is broken down into nine different categories as indicated below:

EXPECTED COMMENCEMENT DATE
The expected commencement of provision of the supply and installation of these items is 1st November 2016

DURATION OF THE PROJECT
9 weeks after contract signature

APPROACH AND METHODOLOGY AND PLAN FOR IMPLEMENTATION
The project shall be executed in a period of no more than three months after reception of equipment. The supplier shall provide the purchaser a detailed project plan for the implementation with the following milestones included.

- Inspection of equipment
- Pre-Installation Training of Purchaser’s staff
- Installation of hardware
- Test of hardware installation

- Installation and configuration of software
- Test of software
- Overall System test as agreed with the purchaser
- Migration of data (by the purchaser)
- Acceptance tests
- Acceptance of project
- Project completion report and presentation
TECHNICAL REQUIREMENTS / SPECIFICATION / FUNCTIONAL PERFORMANCE

1- The storage unit is up to usable capacity of 18 TB of data as min
2- Establish complete Disaster recovery system
3- Apply a unit to backup & restore data based on hard-disk technology this unit size must be suitable to the size of stored data mention above
4- All necessary program for backup & restore & manage the storage system must be included
5- Apply all the software & hardware necessary for replication & synchronization in storing data in both the main system & the DR system & apply auto switch system for making the DR system online in case of main system failure
6- The suggested system should be integrated & can back up the system & servers & database & customized systems, others, already exist
7- The suggested system should include all the license & all the connection & installation requirement & accessories to start the system
8- Installation fees & support for 3 years are included in the offer
9- Site survey is must
10- The introduced solution must base on new technology, not obsolete one, the type of storage element must be standard for these units, with latest technology & suitable disk speed (RPM)

The solution must support below features

Automatic Failover System

1. Functionality:
   - **Converged**: Seamlessly integrates server and storage resources
   - **Scale-out**: Increases performance linearly by adding capacity **ONE** node (server) at a time
   - **Software-defined**: Delivers all services via software; ability to apply business policies to VM's instead of being tied to hardware design decisions
   - **Hybrid**: Delivers a unified data fabric supporting all hypervisors (Microsoft, VMware and KVM) and all clouds
   - **Server-attached Flash**: Merges flash-based storage with compute for fast performance (SSD Tier)
   - The solution should no single point of failure (SPOF) and ongoing data integrity checks
   - The solution must Data localization ensures that all data is delivered to the virtual machine locally. This capability eliminates the need to write or read data over complete storage networks
   - The solution should Data Tie ring which ensures that all hot data is served in the SSD disk tier. As data gets cold it is moved to the HDD tier in real time
   - The solution should support inline deduplication across the SSD and RAM tier with no additional hardware to perform de-duplication.
   - The solution must Support Data compression and erasure coding
   - The solution should support automatic data rebalancing across all nodes in the same cluster
   - The solution should support Virtual Machine pinning to SSD tier
   - The solution should support One-Click Software, Firmware and Hypervisor update with zero downtime.
2. Hardware Requirements:

<table>
<thead>
<tr>
<th>Rack</th>
<th>2U Chassis (Block)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Server per Block</td>
<td>1, 2, or 4</td>
</tr>
<tr>
<td>Min Configuration</td>
<td>3 servers</td>
</tr>
<tr>
<td>Scaling</td>
<td>Yes, ONE server at a time</td>
</tr>
<tr>
<td>Hypervisors</td>
<td>Support VMware, Hyper-V, KVM</td>
</tr>
<tr>
<td>CPU Core</td>
<td>Minimum 12 Cores Per Server</td>
</tr>
<tr>
<td>RAM</td>
<td>Minimum 64GB per Server</td>
</tr>
<tr>
<td>Storage</td>
<td>36 TB HDD (Raw Capacity), 1.4TB SSD in Single Block, 3 servers min,</td>
</tr>
<tr>
<td>Support</td>
<td>3 Years</td>
</tr>
<tr>
<td>Connectivity</td>
<td>Minimum uplink 1GB connection</td>
</tr>
</tbody>
</table>

Backup System

1. **Functionality:**
   a) **General Requirements**
      - Solution should support Microsoft Hyper-V infrastructure with System Center Virtual Machine Manager (SCVMM), Hyper-V Clusters and Hyper-V standalone hosts.
      - Solution should incorporate Virtual Machines image level backup and Virtual Machines host based replication to Disaster Recovery site managed from a single console.
      - Solution should feature the scalability, real time data traffic flow analysis with backup bottleneck reporting and central management console for multiple backup domains management.
      - Solution must allow automation through RESTFUL API or PowerShell SDK.
      - Solution should have end-to-end encryption for backup and replication data in flight and at rest.
      - Solution should offer encryption key management and recovery for lost encryption keys.
      - Solution should support any vendor and type of storage for backup and provide built-in deduplication and compression technology for saving the backup disk space.
      - Solution must support VM backups archival to Tape Libraries, Rotating Drives, and VTLs.
b) **Data Loss Avoidance**

- Solution should store backup files in a type of self – sufficient storage containers and have no dependency on backup catalog for recovery.
- Solution should provide Changed Block Tracking mechanism for both VMware and Hyper-V platforms for incremental image level backup and replication.
- Solution should use totally agentless approach however it should automatically preserve consistent image level backup and replication of Microsoft VSS dependent applications with ability to truncate the SQL and Exchange transaction logs.
- Solution should support multiple backup targets with flexibility to replicate a chosen backup sets from primary backup storage to secondary.
- Solution should support replication of VMware and Hyper-V VMs from primary sites to secondary sites.
- Solution should offer automatic detection and consolidation of backup orphaned snapshots. In case, automatic consolidation was not possible, the solution should notify the administrator by email.
- Solution must support Replication of VMs from backup files to avoid overhead on production virtual infrastructure.
- Solution must include Failover Orchestration allowing a 1-click failover to avoid long downtimes.
- Solution must offer a built-in WAN Optimization to allow faster replication VMs and backup files with support for low bandwidth and high latency WAN links.
- Solution must provide a built-in Backup I/O control mechanism to avoid high storage latency during backup time. The solution should provide traffic throttling both globally as well as per individual data store.
- Solution must allow running pre and post backup scripts
- Solution should automatically backup its configuration and it should provide straightforward mechanism to restore the configuration in case of any failure.
- Solution should support backup of Microsoft Hyper-V Infrastructure with Clustered Shared Volumes (CSV) and Scale-Out SMB3 File cluster.
- Solution should support backup of Microsoft Hyper-V VMs with shared virtual hard disks (vhdx).
- Solution should have the capability of offloading the VM data processing during Microsoft Hyper-V VM backup or replication to Microsoft Hyper-V hosts or to a dedicated server – data mover.
- Solution should provide the capability to exclude or include any file or folder in the image-level backup of Windows VMs without any requirement to install any agent.
- Solution should provide the capability to group and present any number of disk storage systems as one scale-out backup repository independent of the brand, model, and protocol for those storage systems. Solution should automatically store the full or incremental backup files on those storage systems based on locality or performance.

c) **Recovery**

- Solution must have an ability to instantly restore any type of Guest OS files from backup with no need to deploy agents in production VMs or Hypervisor before backup.

- Solution must provide an ability to quickly recover the Application Items for Microsoft Exchange, Active Directory, SQL, SharePoint servers from backup.
In Hyper-V or VMware Virtual Machines replication case solution should provide an Intelligent VM Failover mechanism which includes Failover Plans, automated Re-IP, and network mapping of VMs on DR site and a failback technology which transfers only changed blocks back to production site.

- Solution should have an ability to instantly start multiple Hyper-V or VMware Virtual Machines directly from any backup disk storage at any chosen recovery point ensuring the Recovery Time Objective for production server is equal to High Availability.
- Solution must provide the Windows and Linux Guest OS file indexing feature and comprehensive OS file search engine in order to delegate file recovery operations to help desk or end users.
- Solution must support fast VM roll-back using CBT restore and restore over SAN.
- Solution must support VM configuration and Virtual Hard Disks restore.
- Solution should allow restoration of files and application items to original location or different location.

**d) Risk Mitigation**

- Solution should be able to leverage the backup infrastructure and provide the instant isolated virtual LAB environment for VMware and Hyper-V Virtual Machines where the VMs are running directly from backup or NetApp, HP, and EMC VNX(e) storage snapshots. The virtual lab can be accessed by Administrator for test purposes and restore operations.
- Solution should provide automated backup, replica verification technology which will guarantee the recoverability of Virtual Machine server at VM, Guest OS and Application levels.

**DELIVERABLES**

This project is to equip the Parliament of the Egyptian Government and provide the necessary IT Security and back up Services to facilitate smooth operational activities of this important statutory organ.
SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

1) [Evaluation will be carried based on technical and qualify requirements in the stages indicated below].

2) 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 qualification criteria shall be considered for the next stage. Proposals not meeting the eligibility and qualification criteria shall be rejected. The qualification (pass/fail) questionnaire is set out in Section 6.

3) A two-stage process shall be adopted in evaluating proposals. 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%]) (T + f = 1).

4) The final score shall be calculated as follows:

\[ \text{Final Score (NG)} = (Nt \times T\%) + (Nf \times F\%) \]

TECHNICAL EVALUATION

5) The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26. The evaluation will be performed assuming either that:

(a) the Contract will be awarded to the lowest evaluated Bidder for the entire Software; or
(b) if specified in the BDS, Contracts will be awarded to the Bidders for each individual Subsystem, lot, or slice defined in the Technical Requirements whose bids result in the lowest combined evaluated price for the entire System.
(c) In the latter case, bids offering discounts for the award of more than one Subsystem, lot, or slice may be offered; however, such discounts will not be considered in the evaluation, unless allowed in the BDS.

To be considered for Contract award, Bidders must have submitted bids that:

(a) are deemed by the Purchaser as commercially and technically responsive;
(b) include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Software in substantially the full quantities specified in the Bidding Documents or, if allowed in the Bid Data for ITB Clause 28.1, of the individual lot or slice bid on; and
(c) offer Information Technologies that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the Purchaser may require, pursuant to ITB Clause 30.2.

The Purchaser’s evaluation of a bid will be made on the basis of quality and cost in accordance with ITB Clause 14 (Bid Prices).
6) If permitted by the BDS, the Purchaser’s evaluation of responsive bids will take into account technical factors (Refer to Annex II), in addition to cost factors. An **Evaluated Bid Score** (NG) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the Bid Price and the technical merits of each bid:

**Final Ranking**

Proposals shall finally be ranked according to their combined technical (Nt) and financial (Nf) scores using the weights (T = the weight given to the technical proposal, 70%; f = the weight given to the financial proposal, 30%; T + f = 1) indicated in the above:

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

The bid with the highest Evaluated Bid Score (NG) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was pre-qualified and/or it was found to be qualified to perform the Contract in accordance with ITB Clause 30 (Post-Qualification).

7) If, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the bid in accordance with **the criteria set forth in Annex II**.

(a) The technical features to be evaluated are generally defined below and specifically identified in the BDS:

(i) Performance, capacity, or functionality features that either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the Software.

(ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Software.

(iii) The quality of the Bidder’s Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in the Technical Requirements or proposed by the Bidder based on the Bidder’s experience.

(iv) Experience, reputation and financial viability of bidders: this applies to the financial standing, qualification and experience of bidders and staff in the management and execution of similar projects for multilateral financial institutions or other large institutions. Equally important is the experience of bidder’s personnel in the execution of similar projects in a foreign environment especially in Africa.

(b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically identified in the BDS, namely:
(i) The technical features that reflect how well the Software meets the Purchaser’s Business Requirements (including quality assurance and risk-containment measures associated with the implementation of the Software).

(ii) The technical features that reflect how well the Software meets the System’s Functional Performance Standards.

(iii) The technical features that reflect how well the Software meets the General Technical Requirements for hardware, network and communications, Software, and Services.

(iv) The evaluation categories that reflect:

(a) the experience, reputation and knowledge of project environment and financial viability
(b) the thoroughness, reasonableness, and responsiveness of the methodology and work plan
(c) As specified in the BDS, each category will be given a weight and within each category each feature may also be given a weight.

8) The Evaluated Bid Price (C) for each responsive bid will be determined as the sum of the Adjusted Bid Price (P) plus the Recurrent Costs (R);

where the Adjusted Bid Price (P) is determined as:

a) The price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside the Purchaser’s Country, in accordance with ITB 14.4; plus

b) The total price for all software development, transportation, insurance, installation, customization, integration, Commissioning, testing, training, technical support, repair, and other Services, in accordance with ITB 14.5;

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

\[ R = \frac{N + M}{x = 1} \sum \frac{R}{(1+I)^x} \]

where

\[ N = \text{number of years of the Warranty Period, defined in SCC Clause 25.6} \]
\( M \) = number of years of the Post-Warranty Services Period, as defined in SCC Clause 25.11

\[ x = \text{an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods.} \]

\[ R_x = \text{total Recurrent Costs for year } "x," \text{ as recorded in the Recurrent Cost Form.} \]

\[ I = \text{discount rate to be used for the Net Present Value calculation, as specified in the BDS} \]

9) 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 Qualifying Technical Score shall be rejected. Or Bidders shall obtain a minimum of […] points following evaluation of technical proposals to be invited to live demonstration. Technical proposals shall account for […]% and live demonstration shall account for […]% of the technical evaluation. Bidders shall obtain a minimum of […] points for technical evaluation (“Qualifying Technical Score”) to be considered for financial evaluation. Bidders obtaining less than the Qualifying Technical Score shall be rejected. NOT APPLICABLE

Or Technical evaluation shall comprise technical proposals (weight = [%]) and live demonstration (weight = […]%). Bidders shall obtain a minimum of […] points following technical evaluation (“Qualifying Technical Score”) to be considered for financial evaluation. Bidders obtaining less than the Qualifying Technical Score shall be rejected. NOT APPLICABLE

10) Each responsive proposal shall be attributed a technical score:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Technical Evaluation ]</td>
<td>(70%)</td>
</tr>
<tr>
<td>[Financial Evaluation ]</td>
<td>[30]</td>
</tr>
<tr>
<td>Total</td>
<td>100 points</td>
</tr>
</tbody>
</table>

11) Bidders shall be invited to live demonstration on the functionality of the system at the cost of the bidder. Live demonstration can be physical or remote. The purpose of the live demonstration is to show the interface and the environment of the software. The demonstration will cover the following: (NA)

12) The bidders obtaining the 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. ( NOT APPLICABLE)
FINANCIAL EVALUATION

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

\[
N_f = 100 \times \frac{F_m}{F}
\]

\((F = \text{amount of financial proposal converted in the common currency})\).

FINAL RANKING

6) The bidder or bidders with the highest combined technical and financial score will be ranked first and eligible for award of the contract.

AWARD OF CONTRACT

7) The Bank will sign the contract with the bidder who attained the highest combined technical and financial score and with whom satisfactory price, terms and conditions have been agreed.

POST-QUALIFICATION

8) Prior to award of the contract, the Bank may undertake a site visit to a prospective bidder’s premises, contact referees and carry out due diligence review in order to validate the information provided in the proposal.

9) The selected bidder will be required to provide an insurance certificate for professional liability of the bidder.
SECTION 6 – TECHNICAL PROPOSAL QUESTIONNAIRE
(NOT APPLICABLE)
STATEMENT OF CONFORMITY

To African Development Bank - Egypt Field Office
72b, al-Maahad Al-Eshteraki St (opp Merryland)
Afreximbank Building or Mashreq Bank
5th floor, Heliopolis, Cairo, Egypt,
Tel: +202 22 56 37 90

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CGSP/2016/0105 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 __________________________
Email __________________________

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

Page 29 of 95
# 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
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:
   - Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure.
   - 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
   - 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
QUALIFICATION (PASS/FAIL) ASSESSMENT

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.

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

**Bidders Compliance Requirements**

- **Single Entity**
- **Joint venture and any other form of partnership (JV)**
  - 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

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

The bidder is from a member country of the Bank.
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Joint venture and any other form of partnership (JV)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Entity</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>All partners combined</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Each partner</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
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<td></td>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
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<tr>
<td></td>
<td>procedure provided for in the relevant national legislation or regulation.</td>
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<tr>
<td></td>
<td>The bidder 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 bidder is established or where the contract is to be performed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.</td>
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<tr>
<td></td>
<td>The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.</td>
<td></td>
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<td></td>
<td>The bidder has been evaluated as having provided unsatisfactory</td>
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</tbody>
</table>
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
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<td>Each partner</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td></td>
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</tr>
</tbody>
</table>

**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 representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.
- Provide contact details of authorized representative of the JV and power of attorney signed by a legally
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
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<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
<tr>
<td>authorized representative of the JV.</td>
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</tbody>
</table>

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.

### FINANCIAL STANDING

- The bidder has a minimum turnover of at least **EGP 2,700,000** for the last three years [2013, 2014, 2015 or latest].
- Must meet requirement
- Must meet requirement
- Must meet at least 20% of the requirement
- Must meet 40% of the requirement

- The bidder can demonstrate sound financial performance?
- Must meet requirement
- Must meet requirement
- Must meet requirement
- N/A

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 [2013, 2014, 2015 or latest].

If the laws of the bidders’ country of establishment do not require audits, bidders may submit their balance.
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
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<tr>
<td>At least one partner</td>
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</tbody>
</table>

sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2013, 2014, 2015 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.

**The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS.**

### GENERAL AND SPECIFIC EXPERIENCE

<table>
<thead>
<tr>
<th>See below</th>
</tr>
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</table>

The bidder has been in business for the past [three (3) years]?

Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
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<td><strong>Joint venture and any other form of partnership (JV)</strong></td>
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</tr>
<tr>
<td>If yes, provide evidence, such as, information on the bidder's company (description, including a short history, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business).</td>
<td>meet requirement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has experience in at least [three (3)] similar contracts as a prime contractor within the last [three (3)] 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.</td>
<td>Must meet requirement Existing or intended JV must meet requirement Must meet requirement Must meet requirement for one specialism</td>
<td></td>
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</tr>
<tr>
<td>If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 3 years.</td>
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</tbody>
</table>

**The bidder shall have been in business for the last three (3) years and has the experience and capability to provide the goods and**
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
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</tbody>
</table>

services required for a PASS.

**HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION**

<table>
<thead>
<tr>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has had a contract(s) terminated in the last [three (3) years] for unsatisfactory performance or default.</td>
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<tr>
<td>Bidders shall complete the litigation history form.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder is involved in litigation that represents more than [50% - 100%] percent of the bidder's net worth.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders shall complete the litigation history form.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
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</tr>
</tbody>
</table>

**CONFLICT OF INTEREST**

<table>
<thead>
<tr>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
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<tr>
<td></td>
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<td>Each partner</td>
<td>At least one partner</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

- ☐ ☐ ☐ Contract non-performance did not occur during the stipulated period
- ☐ ☐ ☐ Contract non-performance during the stipulated period

<table>
<thead>
<tr>
<th>Name of Purchaser:</th>
<th>Address of Purchaser:</th>
<th>Contract description:</th>
<th>Contract award date:</th>
<th>Termination date:</th>
<th>Reason for termination:</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

### Pending Litigation

- ☐ ☐ ☐ No pending litigation
- ☐ Pending litigation

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Purchaser:</th>
<th>Address of Purchaser:</th>
<th>Contract description:</th>
<th>Contract award date:</th>
<th>Matter in dispute:</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Name of Purchaser:</td>
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<tr>
<td>Contract description:</td>
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<tr>
<td>Address of Purchaser:</td>
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<tr>
<td>Matter in dispute:</td>
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</tbody>
</table>
African Development Bank Group
Reference: ADB/RFP/CGSP/2016/0105
Appendix 6F

## CONFLICT OF INTEREST DISCLOSURE FORM

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>RFP Reference:</th>
</tr>
</thead>
</table>

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.

<table>
<thead>
<tr>
<th>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.</th>
<th>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?</th>
<th>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Are you an employee or stakeholder of the Bank?</th>
<th>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Has the Bank offered you a contract of employment in the last 12 months?</th>
<th>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Are you participating in more than one proposal in the procurement process?</th>
<th>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?</th>
<th>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Have you held a position in government in the last 3 years? For example, a ministerial position</th>
<th>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Has a member of your family held a position in government in the last three years? This includes your spouse, parent, brother, sister or child.</th>
<th>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
</table>
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.

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.

<table>
<thead>
<tr>
<th>Name:</th>
<th>In the capacity of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed:</td>
<td></td>
</tr>
<tr>
<td>Duly authorized to sign this proposal for and on behalf of:</td>
<td></td>
</tr>
<tr>
<td>Dated on:</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 6G

PROPOSAL / METHODOLOGY / DESCRIPTION OF THE APPROACH / SOLUTION

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 bidder 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.
SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE
BID SUBMISSION FORM

To African Development Bank - Egypt Field Office
72b, al-Maahad Al-Eshteraki St (opp Merryland)
Afreximbank Building or Mashreq Bank
5th floor, Heliopolis, Cairo
Egypt,
Tel: +202 22 56 37 90
Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CGSP/2016/0105 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 __________________________
## Price Schedule Form

(to be included in the Financial Proposal)

### FORM 13

#### Grand Summary Cost Table

<table>
<thead>
<tr>
<th></th>
<th>[ insert: Currency ] Price</th>
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<tbody>
<tr>
<td></td>
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<tr>
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</tr>
</tbody>
</table>

1. **Supply Costs**
   a) **Hardware and Software** (from Supply Cost Table)
   b) **Implementation Period Cost** (from Related Service Price Schedule)
      1. Total Services Cost
      2. Total Training Cost

2. **Warranty Period Cost** (from Related Service Price Schedule)

. **Grand Totals** (to Bid Form)

---

Name of Bidder:  

Authorized Signature of Bidder:
# SUPPLY COST TABLE

<table>
<thead>
<tr>
<th>Component No.</th>
<th>Component</th>
<th>Quantity</th>
<th>Unit Price (Currency)</th>
<th>Country of Origin</th>
<th>Total price (Currency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>HARDWARE AND SOFTWARE</td>
<td></td>
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<tr>
<td>1.1</td>
<td>HARDWARE</td>
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<td>1.1.1</td>
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<td>1.1.2</td>
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<td>1.2</td>
<td>SOFTWARE</td>
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<td>1.2.2</td>
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<tr>
<td>1.3</td>
<td>SERVICES</td>
<td></td>
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<td></td>
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<tr>
<td>1.3.1</td>
<td>MIGRATION OF DATA AND APPLICATIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.2</td>
<td>TRAINING OF SYSTEMS ENGINEERS</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>TRAINING OF SYSTEM OPERATORS/ADMINS</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.3.3</td>
<td>WARRANTY-AFTER INSTALLATION AND OPERATIONALIZATION OF THE SOFTWARE</td>
<td></td>
<td></td>
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</table>

**Total Supplies Cost (To Grand Summary Cost Table)**

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
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</thead>
<tbody>
<tr>
<td>Authorized Signature of Bidder:</td>
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</tr>
</tbody>
</table>
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:
   
   o It has its registered office or has its principal place of business in a country that is a member of the Bank;
   
   o Its legal existence is recognized and is in accordance with the laws of a country that is a member of the Bank; and
   
   o The majority of its capital is held by nationals from a Member Country 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 Member Country 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 A 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;

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;

f) The Natural Person or Business has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.

3.5 A 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, commissioning, 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

<table>
<thead>
<tr>
<th>1.</th>
<th>2.</th>
<th>3.</th>
<th>4.</th>
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<tbody>
<tr>
<td>Algeria</td>
<td>Angola</td>
<td>Benin</td>
<td>Botswana</td>
</tr>
<tr>
<td>41. Sao Tome &amp; Principe</td>
<td>42. Senegal</td>
<td>43. Seychelles</td>
<td>44. Sierra Leone</td>
</tr>
<tr>
<td>45. Somalia</td>
<td>46. South Sudan</td>
<td>47. Sudan</td>
<td>48. Swaziland</td>
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<tr>
<td>49. Tanzania</td>
<td>50. Togo</td>
<td>51. Tunisia</td>
<td>52. Uganda</td>
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<tr>
<td>53. Zambia</td>
<td>54. Zimbabwe</td>
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## NON REGIONAL COUNTRIES

<table>
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<th>1.</th>
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<tbody>
<tr>
<td>Argentina</td>
<td>Austria</td>
<td>Belgium</td>
<td>Brazil</td>
</tr>
<tr>
<td>25. United Kingdom</td>
<td>26. United States of America</td>
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PART II – GENERAL AND SPECIFIC CONDITIONS

AFRICAN DEVELOPMENT BANK CORPORATE PROCUREMENT DIVISION
CODE OF CONDUCT FOR THE BANK’S SERVICE PROVIDERS, SUPPLIERS AND CONTRACTORS

The purpose of this Code of Conduct (the “Code”) is to outline the key principles of conduct expected from all suppliers, service providers, contractors (“You”, “Your”) awarded a contract with the Bank (“Us”, “We”, “Our”). You and us agree to respect the spirit of the code. You are aware that any violation of the Code may be considered as poor performance of your contract that could result in actions being invoked against you, including termination of the contract without notice and/or without compensation at your own risk and expense.

In the performance of your obligations under the contract, you commit to observing the highest ethical and professional standards and maintain the highest standards of integrity and utmost discretion in all matters relating to our staff, business and activities. You should be aware that it is our policy that our suppliers do not offer gift of any value to our staff.

The principles in the Code also apply to your suppliers, subcontractors, employees and any other third party (“They”, “Them”) with whom you assign any part of the contract. It is your responsibility to ensure that the Code is communicated to them and they comply with the principles and spirit of the Code.

Our expectation

You will:

1) Act in good faith by:
   a. Conducting your business in accordance with the highest ethical and professional standards;
   b. Executing the contracts to the industry customs and practices in which you operate;
   c. Complying fully with the terms and conditions of your contract, during the contract period and after its conclusion;
   d. Refraining from any action that may represent reputational risk to Us, for example, by paying your subcontractors assigned to Our contract on time, by complying with all applicable laws in your country of origin and where the contract is performed;
   e. Not offering any gift of any value to our staff.

2) Fulfil an advisory and partnership role by:
   a. Providing expert advice, when required, on implementation and provision of the goods, services and/or works under the contract;

3) Maintain Confidentiality and Security of Our Information by:
   a. Taking appropriate steps to safeguard and maintain confidentiality of our confidential information, including maintaining it in confidence and in a secure location and not disclosing it to third parties (not assigned to the contract) without our prior written consent, during the contract period and after its conclusion;
   b. Not using our name and logo for any purpose without our prior written consent.

4) Take appropriate steps to manage any of conflict of interest by:
a. Disclosing to us any situation that may appear as a conflict of interest;
b. Disclosing to us any interest that our staff or agents may have in your business or any other economic ties with you;

c. Not offering employment or employ any of our staff directly involved in the procurement process resulting in the contract, during the life of the contract or within one year after its conclusion.

5) Demonstrate transparency by:
   a. Implementing an open book approach;
   b. Providing any information and/or documentation we require, in a timely manner, relating to the contract;
   c. Place at Our disposal any accounting or financial information upon request;
   d. Fully cooperate and provide assistance in any investigation (including audits or investigation relating to possible corruption practices) relating to the contract that we commission or conduct.

6) Ensure the probity and integrity of staff working on our contracts by:
   a. Employing staff who meet minimum vetting requirements in relation to criminal convictions, security clearance and educational achievements;
   b. Employing staff with regard to honesty, morality and integrity;
   c. Employing staff who have the qualification and experience, as specified by us, to undertake the work under the contract;
   d. Replacing any staff, as soon as possible, who We deem unsuitable to carry out the services under the contract;
   e. Ensuring that your staff, whilst on our premises, are aware of Our Code of Conduct for Our staff and conduct themselves in the same manner as our staff are expected to conduct themselves.

7) Not partake in corruption and fraudulent practices by:
   a. Not accepting from a legal entity or natural person, any gift, favor or compensation that could influence the impartial performance of your duties under the contracts;
   b. Not offering any gift, favor, compensation or any other inducement that could influence the actions of any person or entity, including Us, Our services and staff;

c. Not acting or misrepresenting the facts deliberately or recklessly or attempt to induce us in error in order to gain any form of advantage;
   d. Not colluding with two or more persons in order to achieve an improper purpose, to influence improperly the actions of any other person or entity, including Us, Our services and staff;
   e. Not obstructing Our investigation into bribery, fraudulent or collusive activities by not destroying, altering or deliberately concealing evidence, and not make false statements to investigators or prosecutors;
   f. Not threatening, harassing or intimidating a person with the intention to prevent him or her from sharing information relating to an investigation or willfully obstruct us to exercise our right of review.
8) Submit to Audit by:
   a. Permitting us to inspect your accounts and records relating to the performance of the contract and have them audited by auditors appointed by us.

9) Comply strictly with all relevant laws, in your country of registration and the country where the contract is performed by:
   a. Complying with all applicable laws and regulations relating to the protection of the environment;
   b. Undertaking initiatives to promote greater environmental responsibility;
   c. Complying with all applicable labour laws and regulations in particular those pertaining to minimum wages and working hours;
   d. Ensuring that you pay taxes and social security contributions as required by applicable laws and regulations;
   e. Complying with all applicable laws and regulations that provide for humane conditions of work, protection of occupational health and safety;
   f. Continuously seeking to improve the workplace conditions of your employees.

10) Endeavour to improve services and deliver value for money in the contract by:
   a. Actively seeking to optimize service delivery under the contract through savings and efficient cost management through the life of the contract;
   b. Proactively pursuing continuous improvement of services to reduce waste and improve efficiency across our organization;
   c. Notifying us of any savings and cost management under the contract and your continuous improvement plan;
   d. Supporting Our “Green Bank” initiatives.
CONTRACT FOR THE

SUPPLY AND INSTALLATION OF BACKUP AND STORAGE SOFTWARE

BETWEEN

THE AFRICAN DEVELOPMENT BANK

AND

THE CONTRACTOR

CONTRACT NUMBER; ADB/CTR/CGSP/2016/0105
THIS CONTRACT (hereinafter called the "Contract") is entered into by and between AFRICAN DEVELOPMENT BANK (hereinafter referred to as the "Purchaser" or the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE d'IVOIRE, of the one part,

And …………….. (hereinafter referred to as the "Supplier"), a company duly incorporated and existing under the laws of…………………………, of the other part.

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

PREAMBLE

WHEREAS the Purchaser identified a need for the Supply and Installation of backup and storage software For The Parliament of Egypt;

WHEREAS the Supplier participated in the competition and submitted a bid in response to the said Invitation to Bid which forms an integral part of this Contract, and has represented and affirmed that it possesses the requisite qualifications, experience, skills and capability to provide the equipment and perform the services required under the Invitation to Bid;

Now therefore, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the Parties hereby agree as follows:


1.1 Purpose of the Contract

The Supplier hereby undertakes to carry out the Supply and Installation of Backup and Storage software For The Parliament of Egypt, as stated in the Contracts documents.

1.2 Contract documents

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a) This contract;

(b) The General Conditions of the Contract: Appendix A;

(c) The Special Conditions of the Contract: Appendix B;
(d) The Supplier’s entire Technical and Financial or Pricing proposals, as accepted by the Purchaser, with its forms and annexes, and the Purchaser’s entire Technical Requirements: Section 4;

1.3 **Order of Precedence**

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of preference shall be the order in which the Contract Documents are listed in Article 1.2 (Contract Documents) above, provided that Appendix B shall prevail over all other provisions of the Contract and the other Appendices attached to the contract Agreement and over all the other Contract Documents listed in Article 1.2 above.

1.4 **Definitions**

Capitalized words and phrases used in this Contract shall have the same meanings as are ascribed to them in the General Conditions of Contract.

**Article 2: Contract Price**

*Contract Price* (Reference GCC Clause 1.1(a) (iv) and GCC Clause 10).

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the Performance by the Supplier of its obligations under the Contract. The Contract Price shall be as specified in the Grand Summary Price Schedule Form of the Supplier’s Proposal. The Contract Price is fixed and shall be understood to reflect the terms and conditions used in the Specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms.

This Contract is a one off Supply and Delivery agreement from the date of signature (the Commencement Date).

**Article 3: Effective Date for Determining Time for Operational Acceptance**

*Effective Date* (Reference GCC Clause 1.1 (e) (v)).

The time allowed for supply, installation, and achieving Operational Acceptance of the equipment shall be determined from the date the Contract is duly executed for and on behalf of the Purchaser and the Supplier.

**Article 4: Performance of the Contract and Sub-Contracting**

4.1 The Supplier hereby agrees to provide the Services required under this Contract in accordance with the requirements set forth in this Contract and the Invitation to Bid. The Supplier undertakes to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the industry, having due regard for the nature and purposes of the Bank as an international organization
and to ensure that the employees assigned to perform any Services under this Contract will conduct themselves in a manner consistent therewith. The Services will then be rendered in:

- (1) an efficient, safe, courteous and businesslike manner;
- (2) in accordance with any specific instructions issued from time to time by the Bank; and
- (3) to the extent consistent with the above as economically as sound business judgment warrants. The Supplier shall provide the services of qualified personnel through all stages of the Contract. The Supplier shall promptly replace any member of its team that the Bank considers unfit or otherwise unsatisfactory. The Supplier represents and warrants that it is and will remain in compliance with all the applicable laws of any jurisdiction in which the Services shall be performed.

4.2 The Supplier may subcontract work relating to the Services/Works (only when the Supplier has notified the Purchaser in writing) to an extent and with such specialists and entities as may be approved in advance by the Purchaser, and shall submit to the Purchaser for prior approval the text of any proposed subcontract and any amendments thereto which may subsequently be proposed. Such notification and approval shall not relieve the Supplier from any liability or obligation under this Contract.

4.3 Notwithstanding such approval, the Supplier shall remain responsible for the performance of the Contract in every respect, as primary obligor to the Bank regarding the manner and standard of performance of the Services/works.

Article 5: Relationship of the Parties

Nothing contained in this Contract shall be construed as establishing or creating any special relationship between the Bank and the Supplier other than that of independent contractors. Accordingly, the Supplier hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Supplier and or its employees, agents, subcontractors and subcontractor's employees.

Article 6: Effective Date, Expiry, Modifications and Severability

6.1 This Contract shall enter into force upon its signature by the Parties (the date it is signed by the Party signing last in time being “the Effective Date”). Unless terminated, the Contract shall remain in force until the date on which all obligations arising out of or under this Contract have been discharged, in accordance with the provisions of the attached Conditions of Contract.

6.2 No changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by the Parties.

6.3 In the event that any of provisions of this Contract and its attachments is held to be invalid, illegal or unenforceable, the other remaining terms, conditions and provisions shall remain in full force and effect, and the invalid, illegal or unenforceable term or provision shall be replaced by such valid, legal or enforceable term or provision as comes closest to the intention underlying the invalid, illegal or unenforceable term or provision.
Article 7: Privileges, Immunities and Exemptions accorded to the Bank

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

Article 8: Fraud and Corruption

8.1 The Supplier represents and warrants that no employee of the Bank involved in the award of this Contract, has received, or will receive, directly or indirectly, any benefit or advantage from the Supplier or its Associates, resulting from the award of the Contract or its performance.

8.2 If Supplier or its Associates is found to have engaged in any corrupt, fraudulent, coercive and or collusive practice in connection with this Contract, the Bank may, in its sole discretion, do any or a combination of the following: (i) declare void or terminate the Contract without liability for payment of the Contract price or any part thereof; (ii) declare the Supplier and its Associates ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Supplier.

8.3 For purposes of this Contract; “Corrupt Practice” means offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another. “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. “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, including any arrangement among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed in their respective names by their duly authorized representatives, on the respective dates specified below.

FOR AFRICAN DEVELOPMENT BANK

________________________________________

Date

FOR CONTRACTOR

________________________________________

Date

SUPPLY AND INSTALLATION OF BACKUP AND STORAGE SOFTWARE FOR THE PARLIAMENT OF EGYPT
APPENDIX-A

GENERAL CONDITIONS OF THE CONTRACT (GCC)
General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

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

(a) Contract elements

(i) “Contract” means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents. The agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

(ii) “Contract Documents” means the following documents:

(a) The General Conditions of Contract (GCC)
(b) The Special Conditions of contract (SCC)
(c) The Technical Requirements (Including Implementation Schedule)
(d) The Supplier’s Bid and the Price Schedules Forms (FORMS 3, 14, 15 and 16) including any amendments to these Documents.

(iii) “Implementation Schedule” means the Implementation Schedule Chapter of the Technical Requirements.

(iv) “Contract Price” means the Total Bid Price specified in the Supplier’s Bid Form.

(v) “Bidding Documents” refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier.

(b) Entities

(i) “The Purchaser” or “the Bank” means the entity, the African Development Bank, purchasing the Software.

(ii) “Project Manager” means the person appointed by the Purchaser in the manner provided in GCC Clause 15.1 (Project Manager) and named as such in the SCC to perform the duties delegated by the Purchaser.

(iii) “Supplier” 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 Supplier.

(iv) “Supplier’s Representative” means any person nominated by the Supplier and named as such in the Contract Agreement and approved by the Purchaser in the manner provided in GCC Clause 15.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.

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

(vi) “Purchaser’s Group” means the Purchaser, a subsidiary undertaking or holding company for the time being of the Purchaser, or a subsidiary or
subsidiary undertaking for the time being of a holding company of the Purchaser.

(c) Subject

(i) “Software,” also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract.

(ii) “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.

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

(iv) “Services” means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and maintain the System. 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.

(v) “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 16 and the SCC, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier’s bid. For the sake of clarity, “the Agreed and Finalized Project Plan” refers to the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 16.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

(vi) “Software” means part of the System, which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.

(vii) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components, and such other Software as the parties may agree in writing to be System Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.

(ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

(x) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical...
users of the System and such other Software as the parties may agree in writing to be Application Software.

(xii) “Standard Software” means Software identified as such in the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.

(xiii) “Custom Software” means Software identified as such in the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.

(xiv) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

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


(xvii) “Custom Materials” means Materials developed by the Supplier at the Purchaser’s expense under the Contract and identified as such in the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.

(xviii) “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.

(d) Activities

(i) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the Incoterms specified in the Contract.

(ii) “Installation” means that the System or a Subsystem was specified in the Contract is ready for Commissioning as provided in GCC Clause 24.

(iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in the General Conditions of Contract (hereafter GCC) Clause 23.

(iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the
Supplier as provided in GCC Clause 24.1, for the purpose of carrying out Operational Acceptance Test(s).

(v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan 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 Technical Requirements and Agreed and Finalized Project Plan, in accordance with the provisions of GCC Clause 24.2.

(vi) “Operational Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 24.3.

(e) Place and Time

(i) “Purchaser’s Country” is the host country of the Bank.

(ii) “Supplier’s Country” is the country in which the Supplier is legally organized, as named in the Contract Agreement.

(iii) “Project Site(s)” means the place(s) specified in the SCC for the supply and installation of the System.

(iv) “Eligible Country” means the Bank’s member countries eligible for participation in procurements financed by the African Development Bank. The Bank maintains a list of members’ countries which Bidders, Goods, and Services are eligible to participate in procurement financed by the Bank.

(v) “Effective Date” means the date of fulfillment of the following:

(a) The Contract has been duly signed for on behalf of the Purchaser and Supplier.

(vi) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as specified in the SCC.

(vii) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) and other related services.

(viii) “The Post-Warranty Services Period” means the number of years defined in the SCC (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide replacements of defective equipment maintenance, and/or technical support services for the system, either under this Contract or under separate contract(s).

(ix) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

2. Interpretation

2.1 Language

Unless otherwise agree, all Contract Documents, all correspondence, and communications to be given shall be written in the language specified in the Special Conditions of Contract (hereafter SCC), and the Contract shall be construed and interpreted in accordance with that language.
2.2 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

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

2.3 Incoterms

The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by the current edition of Incoterms published by the International Chamber of Commerce, Paris, France

2.4 Joint Venture or Consortium

If the Supplier is a Joint Venture or consortium of two or more persons, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such persons to act as a leader with authority to bind the Joint Venture or consortium. The composition or constitution of the Joint Venture or consortium shall not be altered without the prior consent of the Purchaser.

3. Notices

Unless otherwise stated in the Contract, all notices to be give under the Contract shall be in writing and shall be sent by personnel delivery, special express courier, facsimile to the address of the relevant party as specified in the SCC, with the following provisions.

Any notice sent by facsimile shall be confirmed within three (3) days after dispatch by notice sent by special courier, or delivered personally, except as otherwise specified in the Contract

4. Governing Law

4.1 The Contract shall be governed by and interpreted in accordance with the laws of the country specified in the SCC.

5. Settlement of Disputes

5.1 Amicable settlement

5.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System, the parties shall seek to
resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, within fourteen (14) days after one party has notified the other in writing of the dispute or difference, then the dispute can be referred to arbitration.

5.2 Arbitration

5.2.1 The interested party must give notice to the other party of its intention to commence arbitration, as provided below, as to the matter in dispute.

5.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 5.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the UPS.

5.2.3 Arbitration proceedings shall be conducted before one (1) independent and impartial arbitrator: (i) in accordance with the UNCITRAL arbitration rules, (ii) in the place specified in the SCC, and (iii) in the language in which this Contract has been executed.

5.2.4 Decisions that, according to: (i) UNCITRAL arbitration rules, need to be made by an appointing authority, shall be made by (ii) the Appointing Authority as specified in the SCC.

5.3 Notwithstanding any reference to arbitration in this clause,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;

(b) the Purchaser shall pay the Supplier any monies due to the Supplier;

(c) the submission of any dispute between the parties shall not be construed as constituting a waiver, renunciation, or other modification of any right, immunity, privilege or exemption accorded to the Bank under the Agreement Establishing the African Development Bank, or any applicable law.

B. SUBJECT MATTER OF CONTRACT

6. Scope of the UPS System

6.1 Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier’s obligations cover the provision of all, 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 equipment, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.

6.2 The Supplier 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 UPS System as if such work and / or items and Materials were expressly mentioned in the Contract. If such work is considered by both parties as a major deviation from the scope, then both parties shall agree on an equitable adjustment.

6.3 The Supplier’s obligations (if any) to provide Goods and Services identified in the Related Services Price Schedule and Maintenance Cost Schedule Forms of the Supplier’s bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings.

7. **Time for Commencement and Operational Acceptance**

7.1 The Supplier shall commence work on the UPS System within the period specified in the SCC, and without prejudice to GCC Clause 25.2, the Supplier shall thereafter proceed with the UPS System in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan.

7.2 The Supplier 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) within the time specified in the SCC and in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Supplier shall be entitled.

8. **Supplier’s Responsibilities**

8.1 The Supplier shall conduct all contracted activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, Softwares, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier 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.

8.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date six (6) days prior to bid submission. The Supplier 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. However, the Supplier will not be liable if the Bank did not avail data and information to the Supplier necessary to the performance of the Contract and as a result of which the Supplier incurs additional costs for the successful performance of the Contract. In such event, both parties shall agree on an equitable adjustment.
8.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 16.3) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 29.2.

8.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser’s Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier’s and Subcontractor’s personnel and entry permits for all imported Supplier’s Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 9.3 and that are necessary for the performance of the Contract.

8.5 The Supplier shall comply with all laws in force in the Purchaser’s Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1.

8.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

8.7 The Supplier shall permit the Bank to inspect the Supplier’s accounts and records relating to the performance of the Supplier under this contract and to have them audited by auditors appointed by the Bank, if so required by the Bank.

9. Purchaser’s Responsibilities

9.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.

9.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 16) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section.

9.3 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier 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 Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
9.4 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.

9.5 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 24.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier’s responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

9.6 The Purchaser will take all reasonable steps to obtain and provide to the Supplier all required consents necessary for the Supplier to provide the Services described in this Contract. A required consent means any consents or approvals required to give to the Supplier and its authorized subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products that the Purchaser uses, without infringing the ownership or license rights (including patent and copyright) of the providers and owners of such products”.

C. PAYMENT

Contract Price

10.1 The Contract Price shall be as specified in the signed Bid Form

10.2 The Contract Price shall be a firm lump sum not subject to any alteration, except:

(a) in the event of a Change in the System;

(b) in accordance with the price adjustment formula (if any) specified in the SCC.

10.3 The Contract Price of individual Supply Items or of Sub-systems delivered; installed, and made operational adheres to the following terms:

(a) Foreign Goods. Goods supplied from outside the host country are priced on a DDU basis. The named place of destination and other specific requirements for the contract of carriage shall be as specified in SCC.

(b) Domestic Goods. Goods offered from within the host country shall be priced free of customs duties and all taxes levied by the host country. The place of delivery is as specified in SCC.

10.4 Services required by the Contract (such as inland transport and cargo insurance for domestic goods; software development; system installation, customization, integration, commissioning, and testing; training; technical support; and other services necessary for proper installation and operation of the Software), shall be priced free of all taxes levied by the host country.

10.5 The Supplier 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.
11. Terms of Payment

11.1 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 19.1.1 and upon fulfillment of other obligations stipulated in the Contract.

The Contract Price shall be paid as specified in the SCC.

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

11.3 Not applicable.

11.4 All payments shall be made in the currencies specified in the Contract, pursuant to GCC Clause 10.

11.5 Unless otherwise specified in the SCC, payment of the Contract Price for Goods and Services supplied from outside the Purchaser’s Country shall be made to the Supplier through a confirmed irrevocable sight letter of credit to be issued by the Purchaser’s bank, the terms and conditions of which will be agreed prior to issuance. It is agreed that the letter of credit will be subject to the latest revision of Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce, Paris.

12. Securities

12.1 Issuance of Securities
The Supplier shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below.

12.2 Advance Payment Security

12.2.1 The Supplier may, if it wishes and provided the performance security has been submitted and other Contract conditions fulfilled, receive an advance payment of no more than ten (10) percent of the Contract Price against delivery of an Advance Payment Security as specified in the SCC.

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

12.3 Performance Security

12.3.1 The Supplier shall, within ten (10) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the SCC.
12.3.2 The 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 Purchaser’s host country by a reputable bank, acceptable to the Purchaser. The format of the security shall be substantially in accordance with the sample form of Performance Security included in these Bidding Documents.

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

12.3.4 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, if permitted by the Contract, on the date of such Operational Acceptance;

(b) by the amount specified in the SCC, 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.

13. Taxes and Duties

13.1 Except for the tax exemptions and privileges the Purchaser and/or its operations is entitled to, or as otherwise specifically provided in the Contract, the Supplier shall bear and pay all taxes, duties, levies, and charges assessed on the Supplier, its Subcontractors, or their employees by all municipal, state, or national government authorities, both within and outside the Purchaser’s Country, in connection with the Goods and Services supplied under the Contract.

13.1 Subject to its tax exemptions and privileges referred to in Clause 13.1 above, the Purchaser shall bear and promptly pay all customs clearance costs, sales or other indirect taxes imposed by law on the Purchaser in the Purchaser’s Country on the Goods supplied under the Contract.

D. INTELLECTUAL PROPERTY

14. Agreements and Confidential Information

14.1 The Purchaser will have all rights, title and interest (including ownership of copyright and other Intellectual Property rights) in all of materials created and delivered to the Purchaser by the Supplier. The Supplier warrants that it will deliver all materials created under this Contract, to the Purchaser, and will not retain any copies of such materials, or use, give or permit such materials to be given to, or used by any third party without obtaining the prior written consent of the Purchaser. Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.
Such license to access and use the Software shall:

(a) be:

- (i) Valid throughout the territory of the Purchaser’s Country and in any other country where the Purchaser maintains an office or rent facilities for its operations (or such other territory as specified in the SCC)
- (ii) subject to additional restrictions (if any) as specified in the SCC.

(b) Permit the Software to be:

- (i) reproduced for safekeeping or backup purposes;
- (ii) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- (iii) disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Purchaser 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;
- (iv) disclosed to, and reproduced for use by, the Purchaser or by the Purchaser’s Group and by such other persons as are specified in the SCC (and the Purchaser may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract, in accordance with the terms and conditions of the license to be granted by either the Supplier or by the editor of non Supplier software.

For purposes of this section, the term “Product” shall mean equipment provided under this contract and related materials. If a third party claims that a Product the Supplier provides to the Purchaser infringes the third party’s patent or copyright, the Supplier will defend the Purchaser against that claim at its own expense, and pay all costs, damages, and attorneys’ fees that a court or other arbitral body finally awards against the Supplier, or are included in a settlement approved by the Supplier, save that the Purchaser shall be at liberty to elect the legal representation for its defence, provided that the Purchaser notifies the Supplier promptly in writing, of such a claim. The Supplier accepts, however, that this does not preclude the Purchaser from exercising all other rights, privileges, immunities and defenses to which it is entitled under this Contract.

14.2 The Purchaser and the Supplier (“the Receiving Party”) shall each keep confidential and shall not, without the prior written consent of the other party to this Contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information (all information being regarded as “Confidential Information”) for a period of 5 (five) years following the date of disclosure of such Confidential Information, whether such information has been furnished or generated or discovered prior to, during, or following termination of the Contract. The provisions of this Clause 14.2 shall survive the termination, for whatever reason, of the five-year contractual relationships or any longer period as may be specified in the SCC.

The recipient may use in its business activities, ideas, concepts and know how of the recipients’ employees who have had access to this information under this Agreement, subject to clause 14.1 above.
E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

15. Representatives

15.1 Project Manager

The Purchaser’s Project Manager is named in the SCC. The Purchaser 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 Supplier without delay.

15.2 Supplier’s Representative

15.2.1 The Supplier’s Representative is named in the SCC.

15.2.2 Subject to the extensions and/or limitations specified in the SCC (if any), the Supplier’s Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract. The Supplier’s Representative shall give to the Project Manager all the Supplier’s notices, instructions, information, and all other communications under the Contract.

16. Project Plan

16.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier’s bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.

16.2 The Supplier shall formally present to the Purchaser the Project Plan in accordance with the procedure specified in the SCC.

16.3 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract.

16.4 The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Purchaser in the format and frequency specified in the Technical Requirements or as the parties may agree in writing.

17. Subcontracting

17.1.1 If applicable, a List of Approved Subcontractors attached to the Contract shall specify critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser.

18. Design and Engineering

18.1 Technical Specifications and Drawings

18.1.1 The Supplier 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 or, where not so specified, in accordance with good industry practice. The Supplier 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 because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

18.1.2 The Supplier 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 Purchaser, by giving a notice of such disclaimer to the Project Manager.

18.2 Approval/Review of Technical Documents by Project Manager

18.2.1 The Supplier shall prepare and furnish to the Project Manager the documents as specified in the SCC for the Project Manager’s approval or review. Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager’s approval of these documents.

18.2.2 The Project Manager’s approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier 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 Supplier by or on behalf of the Purchaser.

19. Procurement, Delivery, and Transport

19.1 Unless otherwise specified in the SCC, the Supplier will provide the Purchaser with shipping and other documents, as specified below:

1) For Goods supplied from outside the Purchaser’s Country:

   Upon shipment, the Supplier shall notify the Purchaser by facsimile or electronic mail, with the full details of the shipment. The Supplier shall, within 24 hours after shipment, transmit by facsimile or electronic mail copy of the airway bill or clean on board Bill of lading and a copy of the invoice to the Purchaser. The full set of original documents will be handled as per the terms and conditions of the letter of credit specified in GCC 11.5.

19.2 Customs Clearance

   (a) The Purchaser shall bear responsibility for customs clearance of goods into the host country in accordance with the Incoterms used for pricing of foreign goods.

20. Product Upgrades

20.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier products originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest models of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.
20.2 At any point during performance of the Contract, for equipment still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country.

20.2 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to clients of the Supplier, and no later than three (3) months after they are released in the country of origin. In no case will the prices for this Software exceed those quoted by the Supplier in the Recurrent Costs Form in its bid.

20.3 During the Warranty Period unless otherwise specified in the SCC, the Supplier shall provide and install at no additional cost (i.e. labor, software and incidental costs) to the Purchaser all new versions, releases, and updates for all Software that are used in the System, within thirty (30) days of their availability from the Supplier, and no later than three (3) months after they are released in the country of origin of the Software. The Purchaser 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, the Supplier 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.

21. Implementation, Installation and Other Services

21.1 The Supplier shall provide all Services specified in the Contract and Agreed and Finalized Project Plan in accordance with the highest standards of professional competence and integrity.

21.2 Prices charged by the Supplier 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 Supplier in the Recurrent Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser’s Country for similar services.

22. Inspections and Tests

22.1 The Purchaser or an Agent duly authorized by the Purchaser shall have the right, at its own cost, to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the Supplier's facilities prior to shipment, at the point of delivery and/or at the Project Site.

23. Installation and Commissioning of the equipment

23.1 The installation, commissioning and closing of every component of the project shall be in accordance with the Supplier’s Statement of Work and Methodology for implementation.
24. Operational Acceptance

24.1 Operational Acceptance Tests

The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser, but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or Subsystem[s] if specified in the Contract), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier’s bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.

24.2 Operational Acceptance

24.2.1 Subject to GCC Clause 24.3 (Partial Acceptance) below, Operational Acceptance shall occur within seven (7) days in respect of the System, when

(a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan or

(b) the Purchaser 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 Supplier shall notify the Purchaser and document such use.

24.2.2 At any time after any of the events set out in GCC Clause 24.2.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

24.2.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier’s notice, the Project Manager shall:

(a) issue and operational acceptance Certificate of arrange organize and hold a final project workshop;

(b) notify the Supplier in writing of any defect or deficiencies, or other reason for the failure of the Operational Acceptance Tests and or, ; and

(c) issue the Operational Acceptance Certificate, if satisfied.

24.3 Partial Acceptance

24.3.1 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 Certificates shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 24.3.2.
24.3.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 24.3.1 shall not relieve the Supplier 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.

24.3.3 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 days (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.

F. GUARANTEES AND LIABILITIES

25. Operational Acceptance, Time Guarantee, Defect Liability and Maintenance Commitment

25.1 The Supplier 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 Implementation Schedule in the Technical Requirements Section and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 7.2, or within such extended time to which the Supplier shall be entitled.

25.2 If the Supplier 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 Implementation Schedule in the Technical Requirement or the Agreed and Finalized Project Plan, or any extension of the time for achieving Operational Acceptance previously granted, the Supplier shall pay to the Purchaser liquidated damages at the rate specified in the SCC as a percentage of the Contract Price.

25.3 Unless otherwise specified in the SCC, liquidated damages payable under this GCC Clause 25.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule in the Technical Requirements and/or Agreed and Finalized Project Plan. This Clause 25.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.

25.4 The Supplier 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 or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. The Supplier 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, and are fit for the purposes of the Contract.
25.4.1 **Maintenance**: Supplier commits to ensure the following activities over the Warranty and Post Warranty Periods.

1. **Hardware Maintenance**: Supplier shall provide both preventive and corrective maintenance services as per the terms of the Maintenance Contract and Service Level Agreement, which are an integral part of this Contract. 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 Purchaser except for any cost directly linked to special requirements of the Maintenance Contract and the Service Level Agreement not covered by manufacturer’s warranty.

2. **Software Maintenance**: Maintenance shall conform to the terms of the Maintenance Contract, Service Level Agreement and other provisions stipulated elsewhere in this Contract. Suppliers should note, with respect to this section, that any cost quoted during the Warranty Period should relate to activities different from those referred to in GCC 20.3 above.

3. **Technical Support**: Supplier shall provide all support related services stipulated in the maintenance contract and service level agreement and elsewhere in this Contract.

25.5 In addition, the Supplier warrants that: (i) all Goods components to be incorporated into the System from part of the Supplier’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 SCC (if any) have been in the market for at least the minimum periods specified in the SCC.

25.6 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 the length of time specified in the SCC.

25.7 If during the Warranty and Post Warranty Periods any defect, as described in GCC Clause 25.4 and/or the corresponding SCC, should be found in the design, engineering, Materials, and workmanship of the Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defective parts, hardware and software; and at its sole cost, repair, replace, or otherwise make good such defect as well as any damage to the System caused by such defect. Supplier 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.

25.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence.

25.9 The Supplier may, with the consent of the Purchaser, 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.

25.10 The Supplier commits to fully comply with the terms and conditions of the Maintenance Contract and Service Level Agreement. The terms of the Maintenance
Contract and Service Level Agreement (also referred to as SLA) shall apply during the one (1) year Warranty Period called for in this Bid. The Service Level Agreement shall also apply during the Post Warranty Period as an integral part of the two (2) year Maintenance Contract which shall automatically take effect on the last day of the Warranty Period.

25.11 The Post Warranty Period shall commence automatically on the Day the Warranty Period expires. 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 SCC.

26. Functional Guarantees

26.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 24 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.

G. Risk Distribution

27. Insurances

27.1 The Supplier 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 Purchaser, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

As applicable, 110 percent of the price of the UPS 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 etc.

(b) Installation “All Risks” Insurance

As applicable, 110 percent of the price of the UPS and other Goods 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

On terms as specified in the SCC, covering bodily injury or death suffered by third parties (including the Purchaser’s personnel) and loss of or damage to property, such as the Purchaser’s property including the Software and any subsystem that have been accepted by the Purchaser, the building housing the Purchaser’s site and all equipment and appurtenances thereto, occurring in connection with the supply and installation of the Software.

27.2 The Purchaser shall be named as loss-payee under all insurance policies taken out by the Supplier pursuant to GCC Clause 27.1, except for the Third-Party Liability, and the
Supplier’s Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 27.1 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.

27.3 The Supplier shall deliver to the Purchaser 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.

27.4 Circumstances may arise where, because of a default on the Supplier’s part or other liability, the Purchaser is entitled to recover damages from the Supplier. In each such instance, regardless of the basis on which the Purchaser is entitled to claim damages from the Supplier (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), the limit of liability of the Supplier shall be US$10,000,000 (Ten million United States dollars) (or the equivalent in Tunisian Dinars at the date of payment). Under no circumstances, however, will the Supplier, its subcontractors or program developers be liable for loss of, or damage to, data, unless such loss or damage is attributable to the Supplier, or for indirect damages."

28. **Force Majeure**

28.1 “Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

(a) war, rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts etc.

28.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

28.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance.

29. **Termination**

29.1 Termination for Purchaser’s Convenience

29.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 29.1.

29.1.2 Upon receipt of the notice of termination under GCC Clause 29.1.1, the Supplier 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 Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System
already executed, or any work required to leave the site in a clean and safe condition;

(b) remove all Supplier’s equipment from the site, repatriate the Supplier’s and its Subcontractor’s personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

(c) in addition, the Supplier shall:

(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;

(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the system, as at the date of termination, and as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

(iii) deliver to the Purchaser all non proprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

29.1.3 In the event of termination of the Contract under GCC Clause 29.1.1, the Purchaser shall pay to the Supplier the following amounts:

(a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;

(b) the costs reasonably incurred by the Supplier in the removing of the Supplier’s personnel and Equipment from the site.

(c) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 29.1.2 (a); and

(d) the costs of satisfying all obligations, commitments and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by Paragraphs 29.1.3 (a) through (d) above.

29.2 Termination for Supplier’s Default

29.2.1 The Purchaser, 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 therefore to the Supplier, referring to this GCC Clause 29.2:

(a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier 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 Supplier takes or suffers any other analogous action in consequence of debt;
(b) if the Supplier assigns or transfers the Contract or any right or interest without authorization; or

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent 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, materials provided under this Contract.

For the purposes of this Clause:
“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and includes, inter alia, bribery and extortion or coercion which involve threats of injury to person, property or reputation; and
“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among bidders or between bidders and Purchaser (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels.

29.2.2 If the Supplier:

(a) has abandoned or repudiated the Contract;

(b) has without valid reason failed to commence work on the System promptly;

(c) persistently fails to execute the Contract in accordance with the Contract or 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 Agreed and Finalized Project Plan at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 29.2.

29.2.3 Upon receipt of the notice of termination under GCC Clauses 29.2.1 or 29.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

(a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Paragraph 29.2.3 (d) below;

(c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;

(d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

(e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

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

29.2.5 Subject to GCC Clause 29.2.6, the Supplier 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 GCC Clause 29.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

29.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 29.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 29.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 29.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

29.3 Termination by Supplier

29.3.1 If:

(a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the SCC, or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails
to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Supplier's notice; or

(b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 29.3.1, forthwith terminate the Contract.

29.3.2 If the Contract is terminated under GCC Clauses 29.3.1 then the Supplier shall immediately:

(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 29.3.3 (d) (ii);

(c) remove all Supplier's Equipment and personnel from the site.

(d) In addition, the Supplier, subject to the payment specified in GCC Clause 29.3.3, shall:

(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;

(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

(iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

29.3.3 If the Contract is terminated under GCC Clauses 29.3.1, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 29.1.3.

29.4 In this GCC Clause 29, 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 Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

29.5 In this GCC Clause 29, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid pursuant to the SCC.

30. Assignment

30.1 The Supplier shall not, without the express prior written consent of the Purchaser, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under this Contract.
APPENDIX-B

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)
Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the GCC. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

### A. CONTRACT AND INTERPRETATION

#### 1. Interpretation (GCC Clause 2)

| GCC 2.1 | The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract not otherwise specified in the Technical Requirements shall be: **English** |

#### 2. Notices (GCC Clause 3)

| GCC 3 | **For The Purchaser**
Notices for the Purchaser shall be delivered to:
The Division Manager, CGSP.2,
African Development Bank

**For The Supplier**

Notices for the Supplier shall be delivered to:
…………………………………
………………………………… |

#### 3. Governing Law (GCC Clause 4)

| GCC 4 | The Contract shall be interpreted in accordance with the laws of: **England** excluding its conflicts of law provisions. |

#### 4. Settlement of Disputes (GCC Clause 5)

| GCC 5.2.3 (ii) | Arbitration proceedings shall be conducted in **Abidjan**, under the auspices of the **London International Court of Arbitration**. |
| GCC 5.2.4 (i) | The rules of procedure for Arbitration are as specified above in connection with GCC Clause 5.2.3 (i). |
| GCC 5.2.4 (ii) | The London International Court of Arbitration shall serve as the Appointing Authority under the UNCITRAL arbitration rules. |
### B. SUBJECT MATTER OF CONTRACT

#### 5. Scope of the System (GCC Clause 6)

| GCC 6.3 | The Supplier’s obligations under the Contract will include the costs for supply of equipment and implementation period, warranty and post warranty costs, as identified in the Price Schedule Form 13 in the Supplier’s Financial Bid. |

#### 6. Time for Commencement and Operational Acceptance (GCC Clause 7)

| GCC 7.1 | The Supplier shall commence work on the System within: **As specified in the agreed and finalized Project Plan.** |
| GCC 7.2 | Operational Acceptance will occur **as specified in the agreed and finalized Project Plan.** |

#### C. PAYMENT

#### 7. Contract Price (GCC Clause 10)

| GCC 10.1 | The Contract price shall be the price indicated on the Bid Form. |
| GCC 10.2 (b) | Adjustments to the Contract Price shall be as follows: Prices quoted by the Bidder shall be: **“fixed” for goods and services supplied during the implementation and the Warranty Period; and for goods during the Post Warranty Period.** |
| GCC 10.3 (a) | (a) Foreign Goods  
  The named place of destination shall be **The Parliament of Egypt**  
  **Physical address**  
  1 Magless El Shaab Street - Gate No. 1 - Cairo, Egypt.  
  **Postal Address**  
  11583  
  **Building no.**  
  Mogamaa Building - Fifth floor - The Information Center.  
  **Room no.**  
  502  
  **Telephone no**  
  002 27921014 ; +2 01200250050 |
| GCC 10.3 (b) | Goods delivered from within the host Country: **The Parliament of Egypt** |
Physical address: 1 Magless El Shaab Street - Gate No. 1 - Cairo, Egypt.
Postal Address: 11583
Building no.: Mogamaa Building - Fifth floor - The Information Center.
Room no.: 502
Telephone no.: 002 27921014 ; +2 01200250050

8. Terms of Payment (GCC Clause 11)

GCC 11.1 Subject to the provisions of GCC Clause 11 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier upon delivery and acceptance of the cost elements in the manner specified in the ITB:

Payment will be made by cheque or bank transfer within 30 days after receipt and acceptance of the solution (accompanied by “as build documentation” and User Acceptance Report or from receipt of a properly signed invoice whichever is later.

Warranty and Post Warranty Period Costs:
Yearly installments at the beginning of each billing period (quarterly at the beginning of each quarter).

GCC 11.5 No other specification.

9. Securities (GCC Clause 12)

GCC 12.2 The Supplier shall provide, prior to an advance payment under the signed contract, an Advance Payment Security in the amount and currency of the Advance Payment specified in GCC Clause 12.2.1 above.

GCC 12.3.1 Performance Security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Purchaser for an amount equal to 10% of the Contract Price excluding any Recurrent Costs associated with the Post Warranty period.

GCC 12.3.4 (b) During the Warranty Period and Post Warranty Period (i.e. after the Warranty Period and after Operational Acceptance of the System), the Performance Security shall be returned within 28 days after issuance of acceptance certificate exclusive of the Recurrent Costs associated with the Post Warranty period. (NA)
D. INTELLECTUAL PROPERTY

10. Agreements and Confidential Information (GCC Clause 14)

<table>
<thead>
<tr>
<th>GCC 14.1 (a) (i)</th>
<th>As stated in GCC</th>
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<tr>
<td>GCC 14.1 (a) (ii)</td>
<td>Use of the equipment shall be subject to the following additional restrictions: <strong>none</strong>.</td>
</tr>
<tr>
<td>GCC 14.1 (b) (iv)</td>
<td>In addition to the persons specified in GCC Clause 14.1 (b) (iii), the Software may be disclosed to, and reproduced for use by, the African Development Bank’s staff working in its regional offices or other facilities in member countries. <strong>Not applicable</strong></td>
</tr>
<tr>
<td>GCC 14.2</td>
<td>As stated in GCC 14.2.</td>
</tr>
</tbody>
</table>

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE.

11. Representatives (GCC Clause 15)

<table>
<thead>
<tr>
<th>GCC 15.1</th>
<th>BANK (AfDB):</th>
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<tbody>
<tr>
<td>GCC 15.2.1</td>
<td>CONTRACTOR:</td>
</tr>
<tr>
<td>GCC 15.2.2</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

12. Project Plan (GCC Clause 16)

<table>
<thead>
<tr>
<th>GCC 16.1</th>
<th>Chapters in the Project Plan shall address the following subjects:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>(a) Project Organization and Management Plan;</td>
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<td></td>
<td>(b) Delivery and Installation Plan;</td>
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<td></td>
<td>(c) Training Plan;</td>
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<td></td>
<td>(d) Pre-commissioning and Operational Acceptance Testing Plan;</td>
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<td></td>
<td>(e) Warranty Service Plan;</td>
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<td></td>
<td>(f) Task, Time, and Resource Schedules;</td>
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<td></td>
<td>(g) Post-Warranty Service Plan (if applicable); and</td>
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<tr>
<td></td>
<td>(h) Technical Support Plan (if applicable).</td>
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<tr>
<td>GCC 16.2</td>
<td>Within seven (7) days from the Effective Date of the Contract,</td>
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<td>the Supplier shall present a Project Plan to the Purchaser. The</td>
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<td></td>
<td>Purchaser shall, within seven (7) days of receipt of the Project</td>
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<td></td>
<td>Plan, notify the Supplier of any respects in which it considers that</td>
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<td></td>
<td>the Project Plan does not adequately ensure that the proposed</td>
</tr>
</tbody>
</table>
program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 16.2, “non-conformities” below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser who shall in turn notify the Supplier of remaining non-conformities if any.

| GCC 16.5 | The Supplier or his Representative (must be appointed and notified to the Purchaser with details of terms of reference) shall submit to the Purchaser the following reports:
|          | (a) Weekly progress reports, summarizing:
|          | (i) results accomplished during the prior period;
|          | (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;
|          | (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
|          | (iv) other issues and outstanding problems; proposed actions to be taken;
|          | (v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;
|          | (vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.
|          | The following reports may be requested
|          | (1) inspection and quality assurance reports
|          | (2) training participants test results
|          | (3) weekly log of service calls and problem resolutions

13. Subcontracting (GCC Clause 17)

| GCC 17 | No Special Conditions of Contract applicable to GCC Clause 17.

14. Design and Engineering (GCC Clause 18)

| GCC 18.3.1 | The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager’s approval before proceeding with work on the System or any Subsystem covered by the documents.
|            | 1. Detailed site surveys;
|            | 2. Other documents to be determined by the Project manager before commencement of work.
15. Procurement, Delivery, and Transport (GCC Clause 19)

GCC 19.1.1 As specified in the GCC.

16. Product Upgrades (GCC Clause 20)

GCC 20.4 As specified in the GCC.

17. Commissioning and Operational Acceptance (GCC Clause 24)

GCC 24.2.1 As specified in the Technical Requirements and/or Agreed in the Finalized Project Plan.

F. GUARANTEES AND LIABILITIES

18. Operational Acceptance and Time Guarantee (GCC Clause 25)

GCC 25.2 Liquidated damages shall be assessed at 0.50% per week. The maximum liquidated damages are 10% of the Contract Price, or relevant part of the Contract Price if the liquidated damages apply to a Subsystem.

GCC 25.3 Liquidated damages shall be assessed only with respect to achieving Operational Acceptance.

GCC 25.6 The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or subsystem and extend for twelve (12) months.

GCC 25.11 The Post Warranty Period (M) shall begin automatically on the last day of the Warranty Period and extend for 24 months. Not Applicable

G. RISK DISTRIBUTION

19. Insurances (GCC Clause 27)

GCC 27.1 (c) The Supplier shall obtain Third-Party Liability Insurance in the amount equivalent of the contract price without any deductible for loss of or damage to property and unlimited for bodily injury. The Insurance shall cover the period from beginning at the date of commencement of the contract and ending at the date the Contract expires. At any time prior to or after the commencement of work, the Purchaser may require the Supplier to produce evidence that a proper and valid insurance policy has been taken out.