AFRICAN DEVELOPMENT BANK GROUP
ZIMBABWE COUNTRY OFFICE (COZW)

22th MARCH 2017

REQUEST FOR PROPOSAL (RFP)
FOR PROVISION OF INTERNET SERVICE TO ZIMBABWE COUNTRY OFFICE (COZW)

ADB/RFP/COZW/2017/0033
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Dear Sir/Madam,

1. The African Development Bank (the “Bank”) invites proposals for the provision of services as described in this Request for Proposal (RFP). To qualify for award, a bidder shall meet the qualification criteria set out in the Annex I.

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 Annex I. The Bank’s requirement is set out in Annex II.

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. 78 member countries including all the 53 African countries and 25 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 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 (Annex IV) and Financial Proposal Questionnaire (Annex V) in accordance with the Instructions to Bidders (Section I), RFP Data Sheet (Annex I), Description of Goods/Technical Specification/Terms of Reference (Annex II), Eligibility Criteria (Annex VI) and General and Specific Conditions (Annex VII). The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology (Annex III). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.


8. We look forward to receiving your proposal and thank you for your interest in doing business with the Bank.
SECTION 1 - INSTRUCTIONS TO BIDDERS

GENERAL

1. Eligibility of Bidders, Goods and Services - Goods and services procured by the Bank shall be produced in a member country of the Bank and supplied by bidders from a member country of the Bank as defined in the Presidential Directive concerning the Rules for Corporate Procurement activities of the Bank. The Bank’s eligibility criteria as defined in the Presidential Directive are set out in the RFP.

2. Procurement Ethics, Integrity, Anti-corruption and Fairness

2.1. It is the Bank’s policy that bidders/suppliers to the Bank observe the highest standard of ethics during the procurement process and execution of such contracts. In pursuance of this policy, the Bank shall reject a proposal if it determines that the bidder, or any of its personnel, agent, consultant, subcontractor or service provider, has, directly or indirectly, engaged in “Corrupt”, “Fraudulent”, “Collusive”, “Coercive” or “Obstructive” practices in competing for the contract in question. These terms are as defined in the General and Specific Conditions. The Bank may also declare the bidder ineligible for participation in future procurement and award of contracts, either indefinitely or for a stated period of time.

2.2. A bidder/supplier who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank shall reject a proposal if it determines that any such gift has been offered.

2.3. All bidders/suppliers are required to comply with the Code of Conduct for Suppliers in the General and Specific Conditions.

3. Conflict of Interest - A bidder shall not have a conflict of interest that would call into question its participation in the procurement process and award of contract. Bidders shall disclose any potential or actual conflict of interest in the disclosure form and during execution of any contract. All bidders found to have a conflict of interest may be disqualified.

4. Joint Venture

4.1. Where a joint venture or any other form of partnership (JV) approach is proposed, bidders are required to provide full details of the JV and nature of relationship with other JV members. Bidders forming a JV shall nominate an authorized representative of the JV (duly evidenced by submitting a power of attorney signed by a legally authorized representative of the JV) who shall have the authority to conduct all business for and on behalf of all members and enter into the contract. Each member shall meet the eligibility criteria as defined in the Presidential Directive.

4.2. A JV shall comprise no more than four members. At least one member shall provide 40% of the contract sum and each of the other members shall provide at least 20% of the contract sum.

4.3. All members shall be jointly and severally liable for the performance of any resulting contract.

CLARIFICATION OF THE PROCUREMENT PROCESS

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

7. **Clarification of RFP**

   7.1. A bidder requiring any clarification on the RFP shall notify the Bank in writing at the details provided in the **RFP Data Sheet** and within the period for clarification in the **RFP Data Sheet**. Written copies of the Bank’s response (including the questions raised without identifying the source) shall be posted on the Bank’s website.

   7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change to the RFP shall be raised at the earliest opportunity in writing at the details provided in the **RFP Data Sheet** and in any event no later than the deadline in the **RFP Data Sheet**. **The Bank shall not consider any request to change the General Conditions.**

   7.3. The Bank shall determine, in its sole discretion, to accept or reject any query or request for change. Any response from the Bank shall be binding on bidders.

   7.4. A bidder who contacts any member of Bank staff directly or indirectly in relation to the procurement (except staff specified in the **RFP Data Sheet**) shall be disqualified.

   7.5. The Bank shall not respond to any query or request received after the deadline in the **RFP Data Sheet**.

8. **Site Visit / Pre-Bid meeting**

   8.1. If provided in the **RFP Data Sheet**, bidders are invited to attend a site visit and pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any matter relating to the Bank’s requirements. The cost of the site visit and pre-bid meeting shall be at the bidder’s own expense.

   8.2. Bidders are requested to submit any questions in writing to the address in the **RFP Data Sheet** to reach the Bank no later than one week before the meeting.

   8.3. If provided in the **RFP Data Sheet** that attendance at the site visit and pre-bid meeting is mandatory, any bidder wishing to submit a proposal shall attend the site visit and pre-bid meeting. The Bank shall not consider a proposal from a bidder who does not attend a mandatory site visit and pre-bid meeting.

   8.4. Minutes of the meeting (including the text of the questions raised without identifying the source together with the Bank’s response) shall be posted on the Bank’s website.

**PREPARATION OF PROPOSALS**

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

10. **Language of Proposals**

   10.1. The proposal and all correspondences 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 determines 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 bidder’s property in connection with such demonstration.

19. **Sustainable Procurement** – the Bank is committed to managing its business in an environmentally and socially responsible manner. The Bank would like to work with and encourage suppliers to execute the contract in the same manner. Bidders are encouraged to set out how they intend to incorporate environmental and social considerations if awarded the contract.

20. **Alternative Proposals** - The Bank shall not consider any variation to its requirements ("Alternative Proposal") unless expressly permitted in the RFP Data Sheet. If an Alternative Proposal is permitted, the Alternative Proposal shall be accompanied by a fully compliant proposal, i.e. one that meets the minimum technical requirements. The bidder shall quote the price for the fully compliant proposal and then separately provide the technical specification, methodology and adjustment in price that can be offered if the Alternative Proposal is accepted. The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Proposal of the successful bidder shall be considered.

21. **Acceptance of the General and Specific Conditions** - It shall be clearly understood that by submitting a proposal in response to the RFP, a bidder shall be deemed to have accepted the General and Specific Conditions. A proposal that does not accept the General and Specific Conditions shall be rejected as non-responsive.

22. **Taxes** - The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes, such as customs duties, as the Bank, by virtue of its status as an international organization, is exempt from paying any direct or indirect taxes, by virtue of Article 57 of the Agreement establishing the Bank. If the bidder is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoice.

23. **Bid Prices**
   23.1. The prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all labour, supervision, materials, transportation, insurance, profit, general risks, liabilities and obligations set out or implied in the contract.
   23.2. The Bank shall award the contract based on value for money that takes into account the whole life costing (i.e., life-cycle costs of the goods and services, maintenance, spare parts, warranty, training, disposal, shipment, insurance) of the requirement.

24. **Currency of Proposal** - The prices shall be expressed in the currency in the RFP Data Sheet. A bidder shall express all prices in the same currency.

25. **Lots** – If the Bank’s requirement is sub-divided into separate units ("lots"), bidders can submit a proposal for one or multiple lots unless otherwise indicated in the RFP Data Sheet.

26. **Period of Validity of Proposals** – Proposals shall remain valid for a period not less than the period stated in the RFP Data Sheet. Proposals valid for a shorter period shall be rejected as non-responsive. The Bank may require bidders to extend the period of validity of proposals. If the bidder does not extend the period of validity of proposals, the bidder’s proposal may be rejected. A bidder granting the request shall not be required or permitted to modify its proposal.
27. Bid Security
   27.1. If provided in the RFP Data Sheet, the bidder shall furnish, as part of its proposal, a bid
   security in the amount, form and valid for the period in the RFP Data Sheet.
   27.2. The bid security shall be in the form of a certified cheque or a bank guarantee from a
   bank located in a member country of the Bank and acceptable to the Bank. Any proposal not
   accompanied by a substantially responsive bid security shall be rejected.
   27.3. The Bank may require bidders to extend the period of validity of a bid security. If the
   bidder does not extend the validity of the bid security, the bidder’s proposal shall be rejected
   unless the bidder submits a new bid security acceptable to the Bank before the expiration of the
   bid security.
   27.4. The bid security of a joint venture shall be issued in the name of the joint venture
   submitting the proposal and shall list all members of the joint venture.
   27.5. The bid security shall be returned to bidders or forfeited in the circumstances specified
   in the RFP Data Sheet.

SUBMISSION AND OPENING OF PROPOSALS

28. Deadline for Submission of Proposals
   28.1. The Bank shall receive proposals no later than deadline in the RFP Data Sheet. It is the
   sole responsibility of bidders to ensure timely receipt of proposals by the Bank.
   28.2. The Bank shall extend the deadline for submission of proposals at any time without
   incurring any liability to bidders.

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

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

31. Proposals submitted electronically via AfDB e-Procurement portal
   31.1. If provided in the RFP Data Sheet, proposals shall be submitted electronically via AfDB
   e-Procurement portal.
   31.2. Bidders shall obtain guidance on submitting proposals electronically in the user manual
   in AfDB e-Procurement portal.
   31.3. The Bank reserves the right to request the original of any form, document or authorization
   submitted electronically by any bidder.

32. Proposals submitted by mail, courier or hand-delivery
   32.1. If provided in the RFP Data Sheet, proposals shall be submitted by mail, courier or hand-
   delivery.
   32.2. Proposals shall be submitted in a sealed envelope (with both the technical proposal
   questionnaire and financial proposal questionnaire in separate sealed envelopes) and
   addressed to the Bank at the address in the RFP Data Sheet.
   32.3. Each bidder shall submit proposal in one original and four copies (any attachment,
   appendix and annex thereof 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 13:00hrs hrs. And from 14.00 hrs. To 17:00hrs hrs. Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

33. Modification / Withdrawal of Proposals – Bidders may modify or withdraw proposals prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw proposals after the deadline for submission.

33.1. Proposals submitted electronically via AfDB e-Procurement portal - Bidders can obtain guidance on modifying or withdrawing proposals in the user manual.

33.2. Proposals submitted by mail, courier or hand-delivery - The bidder’s modification or withdrawal shall be prepared, sealed, marked and dispatched as per paragraph 32 and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as “Modification” or “Withdrawal”.

34. Bid Opening – Proposals shall be opened as soon as possible after the deadline for submission. The record of the bid opening shall be made available as soon as possible on the Bank’s website.

EXAMINATION OF PROPOSALS

35. Confidentiality and Disclosure of Information - The Bank is committed to make public all information in its possession unless there is a compelling reason for confidentiality in accordance with the policy on Disclosure and Access to Information. Bidders shall notify the Bank if the information provided is confidential and shall not be disclosed to the public. The Bank shall endeavor to maintain confidentiality of confidential information and evaluation of proposals. The Bank reserves the right to disclose information in accordance with the policy on Disclosure and Access to Information.

36. Clarification of Proposals

36.1. To assist in the examination and evaluation of proposals and qualification of bidders, the Bank may, at its discretion:
   36.1.1. Require any bidder to clarify any part of its proposal;
   36.1.2. Require any bidder to provide further information or documentation;
   36.1.3. Undertake site visit to any bidder; or
36.1.4. Contact referees provided by any bidder.

36.2. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered. No change in the price or substance of the proposal shall be sought, offered or permitted. Where a bidder does not provide the information requested the proposal shall be evaluated as presented.

37. Determination of Responsiveness

37.1. The Bank’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself, as defined in the RFP. A substantially responsive proposal is one that meets the requirements of the RFP without material deviation, reservation or omissions.

37.1.1. “Deviation” is a departure from the requirements specified in the RFP;

37.1.2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and

37.1.3. “Omission” is the failure to submit part or all of the information or documentation required in the RFP.

37.2. A material deviation, reservation or omission is one that,

37.2.1. If accepted, would:

37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;

37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank’s rights or the bidder’s obligations under the proposed contract; or

37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.

37.3. The Bank shall examine the technical proposals to determine whether proposals are substantially responsive with the requirements.

37.4. If a proposal is not substantially responsive to the requirements of the RFP, it shall be rejected by the Bank and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

BID EVALUATION

38. Conversion to Single Currency - For the purpose of evaluation, the Bank shall convert all prices into the Bank’s Units of Accounts (UA) by using the Bank’s monthly moving average rate for the applicable month (deadline for submission of proposals).

39. Acceptance or Rejection of Proposals - The Bank reserves the right to accept or reject any or all proposals, and to cancel the procurement process and reject all proposals at any time prior to contract award, without incurring any liability to bidders.

AWARD OF CONTRACT

40. Award Methodology

40.1. The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology.

40.2. The Bank may discuss proposals with the successful bidder in order to improve and clearly specify the contents of the winning proposal. Under no circumstances shall the Bank change its requirements.
41. **Contract Award**

   41.1. By issuing this RFP, the Bank is not committed to award a contract for all or part of the requirements.

   41.2. The Bank reserves the right to award the contract for part of the requirements. Bidders shall indicate if they would not accept a contract for part of the requirements.

   41.3. If the requirement is divided into lots, the Bank reserves the right to award the contract to a bidder to satisfy the entire requirement.

   41.4. The Bank reserves the right to increase or decrease the volume of goods or services, usually not to exceed 20%, without any change in unit price or other terms and conditions.

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

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

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

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

46. **Performance Security**

   46.1. If provided in the **RFP Data Sheet**, the successful bidder shall furnish the performance security within the period, amount and form stipulated in the **RFP Data Sheet**. The performance security shall be in the form of a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank.

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

   46.3. Failure of the successful bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award to the bidder without any right of action against the Bank.

   46.4. In lieu of bank guarantee, the Bank may retain 10% of the contract sum that shall be returned to the bidder as set out in the General and Specific Conditions.

47. **Advance Payment**

   47.1. If provided in the **RFP Data Sheet**, the Bank shall provide advance payment to the successful bidder, subject to a maximum amount not to exceed 30% of the contract sum. The advance payment request shall be accompanied by an advance payment guarantee from an insurance company or bank located in a member country of the Bank and acceptable to the Bank. The advance payment guarantee shall be in the form specified in the **RFP Data Sheet**.

   47.2. For the purpose of receiving the advance payment, the bidder shall make an estimate of, and include in its proposal, the expenses that will be incurred during the first month beginning with the date of the Bank’s notice to proceed or contract signature, whichever is earliest.

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

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

FURTHER ASSISTANCE

49. Authorized Representative – Bidders shall provide the Bank with up to two authorized representatives. The Bank shall contact bidders through the authorized representative. The Bank shall assume that the representative is authorized to act on behalf of the bidder and bind the bidder.

To any response.

Mary MONYAU,
Officer-In-Charge, COZW

ANNEX I – RFP DATA SHEET

| The numbering below refers to the appropriate numbering of the introduction |
| § 1 | The goods and services to be provided are outlined in Annex II. |
§ 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:** Interested Companies must originate from one of the Bank’s member countries listed in Annex VII of the Request for Proposal.

**Eligibility Criteria:** a bidder shall not be eligible if any of the situations listed in Annex VI apply.

**Financial Standing:** An average turnover of at least USD50,000 per annum for the last three years [2014, 2015, 2016 or latest].

**General and Specific Experience:** a bidder shall have a minimum of [05 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 [03 years].

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

**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

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<th>§ 7</th>
<th>Request for clarification and/or request for change to the RFP shall be sent In writing: by electronic mail: <a href="mailto:Tenders_RDGS@AFDB.ORG">Tenders_RDGS@AFDB.ORG</a> The request shall be received by the Bank no later than 17 April 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 8</td>
<td>The Bank shall organize a site visit and pre-bid meeting: [YES]. 24 March 2017 <strong>at 1000 hours</strong> at the Bank’s premises located at 5th Floor, Joina City Building, Harare, Zimbabwe Questions for the site visit and pre-bid meeting shall be submitted to <a href="mailto:Tenders_RDGS@AFDB.ORG">Tenders_RDGS@AFDB.ORG</a>. The site visit and pre-bid meeting are mandatory requirement: (Yes)</td>
</tr>
<tr>
<td>§ 10</td>
<td>The language of proposals and all correspondence is English</td>
</tr>
<tr>
<td>§ 20</td>
<td>Alternative proposals are accepted :NO</td>
</tr>
<tr>
<td>§ 24</td>
<td>The prices shall be expressed in ( USD – United States Dollar )</td>
</tr>
<tr>
<td>§ 25</td>
<td>The Bank’s requirement is divided into lots – N/A Bidders can submit a proposal for one or multiple lots : N/A</td>
</tr>
<tr>
<td>§ 26</td>
<td>The minimum period of validity of proposals is one twenty (120) days from the deadline for submission of proposals.</td>
</tr>
<tr>
<td>§ 27</td>
<td>Bid security is required [NO]</td>
</tr>
<tr>
<td>§ 28</td>
<td>The deadline for submission of proposals is [17 April 2017 at 16:00 hours Zimbabwean time].</td>
</tr>
<tr>
<td>§ 31</td>
<td>Proposals shall be hand delivered at the address indicated below</td>
</tr>
</tbody>
</table>
| § 32 | Proposals shall be sent to the following address and the external envelope shall bear the following information:  
* African Development Bank  
* 5th Floor, Joina City Building  
* Harare, Zimbabwe  
* Tel - +263 4 752838/917  
RFP – DO NOT OPEN UNTIL BID OPENING DAY  
Reference: ADB/RFP/COZW/2017/0033-INTERNET SERVICE PROVISION TO ZIMBABWE COUNTRY OFFICE  
RFP Closing Date and Time: 17 April 2017 (16:00 hours Zimbabwe time) |
| § 46 | Performance security is required: (N/A) |
| § 47 | Advance payment will be provided to the successful bidder: (N/A) |
| § 48 | The Bank shall retain 10% of the contract sum until the end of the defects liability period: (N/A) |
ANNEX II - TERMS OF REFERENCE.

PROVISION OF INTERNET SERVICE TO ZIMBABWE COUNTRY OFFICE

RFQ Data Sheet

The numbering below refer to the appropriate numbering of the RFQ

§ 1.1 The Items to be delivered are:

(a) Internet Services

I. Conduct a sight survey at the Bank’s premises.
II. Determine requirements for installing fiber optic cabling to the premises in question. The service demarcation point as indicated during the site survey
III. Prepare a list of requirements for integrating the Bank’s firewalls and VPN concentrator with the bidder’s customer premise equipment (CPE)
IV. Provide stable full TCP/IP Internet services
V. Provide a fiber optic IP/VPN connectivity between the Bank’s premises and the bidder’s service point at 8 Mbps or 10 Mbps with possibility of dynamic and modular expansion. The Internet solution will be fully managed by the Service Provider with acceptable QoS through a Service Level Agreement (SLA). The Bank will pay monthly recurring charges to that effect.

(b) Hardware & Software Installation

I. Install hardware and software products required for providing the Bank with the Internet feed
II. Provide a link to effectively monitor bandwidth utilization
III. Provide training during implementation as a component of knowledge transfer and capacity building.

§ 1.2 The qualification criteria are the following:

(a) Bidder Eligibility: Interested companies must originate from one of the Bank’s member countries listed in the RFQ (see annex V)
(b) General and Specific Experience Criteria: Minimum 3 years of experience, and 3 projects successfully implemented as a principal contractor, with projects of a similar nature and complexity
(c) Financial Criteria: Financial Statement for the last three years with an average turnover of (depending the contract’s value per country) 2014, 2015 and 2016 or latest
(d) The proposed services fully meets the technical requirements specified by the Bank in the Terms of Reference
(e) Project execution Plan indicating main activities of the assignment including installation, commissioning, and training and the delivery period.
(f) Experience with International Financing Institutions (e.g. World Bank, International Monetary Fund, African Development Bank) United Nations, Central and Large Commercial Banks, Large public or private companies
(g) Registered with the Telecommunication authorities
(h) Experience of the key persons to be involved on implementation of the project (provide CVs)
(i) The solution should provide dedicated connection from the Bank’s premises to the local ISP’s Tier 3 POP or backbone

(j) Network diagrams of the proposed technical solution including redundancy and the integration schemas with the Bank’s Premises Equipment, the local ISP and the Tier 3 POP

(k) General technical approach and Methodology

(l) Participate in the site visit (non-obligatory) during office hours, if applicable

§ 2. The deadline for submission of the ITB is 17 April 2017

§ 3. The text to be glued on the outer envelope of the quotation is the following:

The Officer-In-Charge
African Development Bank Group
Zimbabwe Country Office
5th Floor, Joina City Building
Cnr Jason Moyo / Julius Nyerere Way
Harare, Zimbabwe

RFQ – DO NOT OPEN UNTIL ON BID OPENING DAY
Reference: ADB/ITB/COZW/2017/0033 [PROVISION OF INTERNET SERVICE TO ZIMBABWE COUNTRY OFFICE OF THE AFRICAN DEVELOPMENT BANK]

ITB Closing Date and Time: 17 APRIL 2017 AT 16:00HRS

§ 5. Documents to be provided for quotations are:

- Price schedule; Annex II
- Full name and address of the manufacturer’s representative closest to the consignee, who can provide after-sales-service, spare-parts and warranty services;
- Qualification information (if appropriate);
- Explanations for deviations (if any);
- All submissions must be written in English or in French.
- A copy of the company certificate of incorporation and/or register of commerce. The requested documents shall clearly indicate the country of origin of the company and allocation of capital between stakeholders, which must meet the Bank eligibility requirements;
- Audited financial statements for the past 3 years (2014, 2015, 2016 or latest)
- Project plan for the management of the contract including delivery lead time, installation, commissioning and maintenance
- A description of your relevant experience on this particular field, supported with at least three (03) examples of projects with similar nature and complexity carried out with satisfaction during the last three years 2014, 2015, 2016 or latest
- Qualifications and level of competency of each key staff to be assigned to the execution of the contract (use format as described in Appendix C)
- Full name and address of the manufacturer’s representative closest to the consignee, who can provide after-sales-service, spare-parts and warranty services;
- A bid submission form, fully completed and signed (using format as described in Appendix B)
- The overall quotation (free and clear of all taxes).
- The contract initialed and stamped on each page
- Service Level Agreement and associated service credit
- General technical approach and Methodology
- Project execution Plan indicating main activities of the assignment including installation, commissioning, and training and the delivery period.
Annex II – Price Schedule

To: African Development Bank
Zimbabwe Country Office
5th Floor, Joina City Building
Harare, Zimbabwe

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SERVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision, Installation, and commissioning of a fully</td>
<td>Each</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>managed Internet Services over a terrestrial fiber optic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>connectivity to support voice, video and data services through a virtual</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>private network (VPN) tunnel with Quality of Service (QoS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Option 1</strong>: Monthly recurring charge (8 Mbps)</td>
<td>month</td>
<td>36 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Option 2</strong>: Monthly recurring charge (10 Mbps)</td>
<td>month</td>
<td>36 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount offered</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Delivery required at The address specified.

Delivery Terms Delivery Duty unpaid

Delivery date

Warranty/ Guarantee offered

Quotation Valid till

Currency stated in

Any additional special conditions are given on the next page. By signing and returning this Price Schedule, we agree to supply the above mentioned items at the rates quoted.

Bidder Comments (if any): Name & Signature of Person completing this Request

*Applicable when the quotations are being invited for more than one item and would be evaluated for all the items together. Modify where the evaluation would be made for each item separately.*
Annex III - Description of Items and Special Conditions of Purchase

A - Description of items and related services

TO PROVIDE INTERNET BASED NETWORK SOLUTION TO THE AFRICAN DEVELOPMENT BANK

SECTION A: BACKGROUND

1.1. Introduction

The African Development Bank Group, hereinafter referred to as "The Bank," is a multilateral development bank established to contribute to the economic and social development of Africa, with its Headquarters in Abidjan, Côte d'Ivoire, has 80 members consisting of 54 regional and 26 non-regional member countries. The Bank has decided to issue invitations for competitive bidding to Internet Services Providers in view of providing Internet Services to the African Development Bank through which a virtual private network (VPN) can be created.

1.2 Business Requirements to Be Met by the System

Information Technology is playing a vital role in conducting the Bank's business in view of enabling the Bank to remain the premier pan-African finance institution. Computer and network systems are continuously being implemented to support the Bank's business functions such as connectivity, communication, data and information sharing. This has led to improve staff productivity and the creation of new business culture that relies more heavily on information technology infrastructure in the Bank. The expectations and the understanding of how information technology can serve the Bank's business functions has also risen significantly because the Bank has crossed the barriers from manually driven business to the business of information automation and communications. The Bank's quest for quality and its emphasis on client-focus is resulting in the Bank putting adequate information technology resources in place to support the Bank operations, management decision making and the various business functions. As a result, the Bank finds itself in a position to respond to present challenges of acquiring, controlling, maintaining and securing information technology resources available in the Bank. Moreover, the Bank is now in the process of providing more access to its information system to its clients, Country Offices and general public. The main concern is to efficiently control the access (from internal and external) to all the information systems (ERP, Data warehouse, Web applications) and ensure that the Bank is protected at all levels against any security breaches.

Based on the above, access to the Internet and the Internet feed are key elements in the Bank business.

Therefore, the expectations for the Internet Services are:

- Full Internet access 24/24 hours, 7/7 days at full 8Mbps OR 10Mbps OR above connectivity - Please note that the Bank will choose only one option to subscribe from the given Bandwidth capacities.
- /29 public IP addresses
- The bidder's tier 1 backbone should be optic fiber
- The supplier shall provide access to its international tier3 backbone
SECTION B  OBJECTIVE AND SCOPE OF THE SERVICES

2.1  Objective

The overall objective is to provide the Bank with Internet Services to the Bank through which it creates a virtual private network (VPN) to run its business on.

2.2  Scope of Services

1. Internet Services

   1. Review the Bank’s requirements for integration of its premises located in Zimbabwe Country Office into its Wide Area Network (WAN).
   2. Provide stable full TCP/IP Internet services.
   3. Provide an optic fiber connectivity at 8Mbps or above capacity with possibilities for dynamic upgrades, between the Bank’s premises and the Services Providers facilities. Preferably the link should be an MPLS with acceptable QoS through a Service Level Agreement (SLA)

Hardware & Software Installation

   4. Install hardware and software products required for providing the Bank with the Internet feed.
   5. Provide training during implementation as a component of knowledge transfer and capacity development.

SECTION C  REQUIREMENTS AND OBLIGATIONS

3.1  Company Profile

   • The Internet Services Provider should provide proof in the form of several references.
   • Excellent knowledge of the Global Telecommunications and Internet Services Trends and working environment with at least 5 major companies at the national or regional level.
   • Connection with major Internet Feed Providers at the International level. Proven capacity of providing and handling larger Internet bandwidth satellite and/or leased lines services.
   • Capacity to respond and connect the Bank to access the Internet in case of a failure of our current Primary link.
   • Suitable references may include: International Organizations, Central Banks, Economic Research Institutes, Large Commercial Banks, Large financial institutions, Large Public or Private Companies, International Organizations, and large NGO’s

3.2  Functional Performance Requirements of the System

   • 99.99% Availability
   • Minimum throughput of 80% of access speed at all times
   • Smooth integration in the Bank’s current IT environment.
   • The service shall operate continuously twenty four (24) hours a day, seven (7) days a week, including holidays

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5th Floor, Joina City Building, Harare, Zimbabwe. Tel 04 752 838/917 E-mail: Tenders_RDGS@AFDB.ORG  Website www.afdb.org
3.3 Computing Hardware

The hardware recommended should be able to complement the existing IT environment and be scalable. Furthermore, it should be able to support at least 100 concurrent connections to the Internet and support VPN tunneling using Cisco equipment.

2.  

3.4 Documentation Requirements

The bidder should:
- Document all activities relating to the Project implementation
- All reports produced by the consulting firm shall become the property of the Bank on completion of the assignment.

3.5 Additional Obligations

The selected Internet Services Provider should, in order to implement the mission, use skilled and competent personnel who have the following qualifications:
- Excellent knowledge in Global Telecommunications and Internet Services deployment, management and maintenance Service consulting, implementing and training in the business;
- Must have successfully carried out similar projects in large institutions in similar business areas;
- The selected firm shall provide 24h/7 available support and maintenance to the link and the related service to the Bank
- Mastery and excellent knowledge of English or French.

SECTION D: DELIVERABLES

Internet Services

1. Complete specifications of the required hardware and software for the requested Internet Services that will enable the Bank to acquire the any additional hardware and software to be used for the Bank’s VPN setup.

Hardware & Software Installation

2. Proposed hardware and software products installed, thoroughly tested, and successfully operational and ready to be used.
3. Full TCP/IP Internet connectivity through a leased fiber optic or copper circuit at 8 Mbps or 10 Mbps or above with the option for on-demand upgrade.
4. Training of the concerned ADB staff during implementation as a component of knowledge transfer.

SECTION E: TIME FRAME

It is expected that the selected company implements the solution within one (1) week upon reception of award contract by the Bank.
EXPECTED SERVICE LEVELS

<table>
<thead>
<tr>
<th>SLA indicator</th>
<th>SLA Value</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Monthly ISP Network and service availability</td>
<td>99.99 %</td>
<td></td>
</tr>
<tr>
<td>2 The ISP backbone round trip latency</td>
<td>Less than 40 milliseconds</td>
<td></td>
</tr>
<tr>
<td>3 Tier 3 backbone round trip latency</td>
<td>Less than or equal to 200 milliseconds</td>
<td></td>
</tr>
<tr>
<td>4 Packet Loss</td>
<td>Less than 0.5 %</td>
<td></td>
</tr>
<tr>
<td>5 Pack Jitter</td>
<td>Less than 10 milliseconds</td>
<td></td>
</tr>
<tr>
<td>6 Mean time to repair</td>
<td>1 hour</td>
<td></td>
</tr>
</tbody>
</table>

Credit allocation policy

<table>
<thead>
<tr>
<th>Cumulative monthly time of outages or significant service degradation</th>
<th>Customer Credit (% of the monthly recurrent charges)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal or more than 4 hours</td>
<td>10 %</td>
</tr>
<tr>
<td>Equal or more than 8 hours</td>
<td>20 %</td>
</tr>
<tr>
<td>More than 12 hours</td>
<td>30 %</td>
</tr>
<tr>
<td>More than 24 hours</td>
<td>40 %</td>
</tr>
<tr>
<td>More than 48 hours</td>
<td>50 %</td>
</tr>
<tr>
<td>More than 72 hours</td>
<td>100%</td>
</tr>
</tbody>
</table>

TERMS AND ABBREVIATIONS

ADB: Acronym for African Development Bank. The terms "ADB", "The Bank" and "ADB Group" are used to refer to the same organization, the African Development Bank Group comprising the African development Bank (ADB), the African development Fund (ADF) and the Nigeria Trust Fund (NTF).

ISP: Internet Services Provider

VPN: Virtual Private Network

IP: Internet Protocol

B - Special conditions of Purchase

Tenders must ensure that the goods offered under this request for quotation is qualified and that export licenses are valid for Tunisia and other countries specified in Annex V. The purchaser reserves the right to request proof of written authorization from the manufacturer.
In addition, potential bidders are requested to confirm:

1. Acceptance of Terms to acquire goods, works and services of the Bank;
2. the country of origin;
3. provisions for warranties and maintenance for each type of article;
4. the validity of bids, and
5. availability and delivery time;
6. delivery conditions.
### Annex IV – Pass Fall Evaluation Criteria

#### PASS FAIL CRITERIA

**Bidder Eligibility:** Interested companies must originate from one of the Bank’s member countries listed in the RFQ (see annex V)

**General and Specific Experience Criteria:** Minimum 3 years of experience, and 3 projects successfully implemented as a principal contractor, with projects of a similar nature and complexity

**Financial Criteria:** Financial Statement for the last three years 2014, 2013, and 2012 or latest) with an average turnover of (depending the contract’s value per country)

The solution should provide dedicated connection from the Bank’s premises to the local ISP’s Tier 3 POP or backbone

The proposed services fully meets the technical requirements specified by the Bank in the Terms of Reference

Network diagrams of the proposed technical solution and the integration schemas with the Bank’s Premises Equipment, the local ISP and the Tier 3 POP

General technical approach and Methodology

Project execution Plan indicating main activities of the assignment including installation, commissioning, and training and the delivery period.

Experience with International Financing Institutions (e.g. WB, IMF, ADB) UN, Central and Large Commercial Banks, Large public or private companies

Registered with the Telecommunication authorities

Experience of the key persons to be involved on implementation of the project (provide CVs)
Acronyms and Abbreviations

The terms used in this RFP and the subsequent contract shall have the following meanings:

AFDB  African Development Bank
Bidder  Legal entity entitled to submit a proposal in response to this bid
BYOD  Bring Your Own Device
CHRM  Corporate Human Resources Management
CIMM  Information Management and Methods Department
CISCO  Cisco Systems
CMDB  Configuration Management Database
CSIP  Continuous Service Improvement Program
CSVP  Corporate Services Complex
ERP   Enterprise Resource Planning
FAQ   Frequent Asked Questions
FO    Field Office
GPO   Group Policy Object
ICT   Information and Communications Technology
ISO 20000 International standard for IT Service Management
ITIL  IT Infrastructure Library
ITSM  IT Service Management
KPI   Key Performance Indicator
MCSE  Microsoft Certified Solutions Expert
PRINCE II PReojects IN Controlled Environments
PMI   Project Management Institute
PMP   Project Management Professional
QoS   Quality of Service
RANDS South Africa’s Currency
RFC   Request for Change
RMC   Regional Member Country
RRC   Regional Resource Centre
SARC  Southern Africa Resource Centre
SAP   An Enterprise Resource Planning (ERP) tool
SCCM  Systems Configuration Centre Management
SLA   Service Level Agreement
TRA   Temporary Relocation Agency
UA    Unit of Account
VEST  Virtual Executive Support Team
VOIP  Voice over Internet Protocol
ANNEX II: TERMS OF REFERENCE

7. COMMENCEMENT OF CLIENT SERVICE OPERATIONS

The expected commencement of provision of Internet Service in Harare on 1st May 2017.

DURATION OF THE CONTRACT

The contract is expected to last for three year renewable once subject to satisfactory.
ANNEX III – EVALUATION CRITERIA AND METHODOLOGY

1) A qualification (pass/fail) assessment will be carried out to determine whether proposals meet the qualification criteria. Proposals determined to meet the qualification criteria shall be considered for the next stage. Proposals not meeting the qualification criteria shall be rejected. The qualification (pass/fail) questionnaire is set out in Annex IV.

2) 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).

3) The final score shall be calculated as follows:

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

TECHNICAL EVALUATION

4) 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.

5) The technical evaluation questionnaire is set out in Annex IV.

6) The bidder 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.

FINANCIAL EVALUATION

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

\[
Nf \text{ (financial score)} = 100 \times \frac{Fm}{F}
\]

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

FINAL RANKING

8) The bidder or bidders with the highest combined technical and financial score will be ranked first and eligible for award of the contract.
ANNEX IV – TECHNICAL PROPOSAL QUESTIONNAIRE

STATEMENT OF CONFORMITY

To: The African Development Bank
5th Floor, Joina City Building
Harare, Zimbabwe
Tel: +263 752838/917

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

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/COZW/2017/0033, PROVISION OF INTERNET SERVICE TO ZIMBABWE COUNTRY OFFICE (COZW) 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
Signed
In the capacity of
Duly authorized to sign this proposal for and on behalf of:
Dated on
# 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>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>STATEMENT OF CONFORMITY AND BID SUBMISSION FORM</td>
<td>Must meet requirement</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Existing or intended JV must meet requirement</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.
<table>
<thead>
<tr>
<th>ELIGIBILITY CRITERIA</th>
<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 is from a member country of the Bank.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The goods and services offered are produced in a member country of the Bank.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>If yes, provide evidence, such as, operating license, information on origin of goods and services.</td>
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<tr>
<td>The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS.</td>
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</tr>
<tr>
<td>The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the</td>
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<tr>
<td>Relevant national legislation or regulation.</td>
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<td>---------------------------------------------</td>
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</tr>
<tr>
<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>
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<tr>
<td>The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last five (5) years.</td>
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<tr>
<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>The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.</td>
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<tr>
<td>The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.</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 |

---

Page 35 of 85
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 authorized representative of the JV.

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.

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

The bidder has a minimum annual turnover of at least US$150000 for the three years 2014, 2015, 2016

Must meet requirement | Existing or intended JV 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 | Existing or intended JV 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 [2014, 2015, 2016 or the latest],

If the laws of the bidders' country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2014/2015/2016 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.

<table>
<thead>
<tr>
<th>The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS.</th>
</tr>
</thead>
</table>

**GENERAL AND SPECIFIC EXPERIENCE**

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

<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>
</table>

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5th Floor, Joina City Building Harare Zimbabwe Tel +263 4 752838/917 – e-mail: Tenders_RDGS@AFDB.ORG Website:www.afdb.org
If yes, provide evidence, such as, information on the bidder’s company (description, including a short history, business plan, services offered, organizational chart, and number of staff and list of current staff, number of years in business).

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.

If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 3 years.

The bidder shall have been in business for the last three (3) years and has the experience and capability to provide the goods and services required for a PASS.

<table>
<thead>
<tr>
<th>HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION</th>
<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]</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
for unsatisfactory performance or default.

Bidders shall complete the litigation history form.

The bidder is involved in litigation that represents more than 50% percent of the bidder's net worth.

Bidders shall complete the litigation history form.

The bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract for a PASS.

<table>
<thead>
<tr>
<th>CONFLICT OF INTEREST</th>
<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 declared any actual or potential conflict of interest in the conflict of interest declaration form.</td>
<td></td>
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<tr>
<td>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.</td>
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<tr>
<td>A bidder shall PASS all above criteria to be considered for the next stage.</td>
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<tr>
<td>Remarks (Accept/Reject for the next stage)</td>
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</tr>
</tbody>
</table>
LITIGATION HISTORY

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.

<table>
<thead>
<tr>
<th>Non-Performing Contracts – contracts terminated in the past three (3) years for unsatisfactory performance or default</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐☐☐ Contract non-performance did not occur during the stipulated period</td>
</tr>
<tr>
<td>☐☐☐ Contract non-performance during the stipulated period</td>
</tr>
</tbody>
</table>

<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>Name of Purchaser:</td>
<td>Address of Purchaser:</td>
<td>Contract description:</td>
</tr>
<tr>
<td></td>
<td>Contract award date:</td>
<td>Termination date:</td>
<td>Reason for termination:</td>
</tr>
<tr>
<td></td>
<td>Name of Purchaser:</td>
<td>Address of Purchaser:</td>
<td>Contract description:</td>
</tr>
<tr>
<td></td>
<td>Contract award date:</td>
<td>Termination date:</td>
<td>Reason for termination:</td>
</tr>
</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>
<td>Name of Purchaser:</td>
<td>Contract description:</td>
<td>Address of Purchaser:</td>
</tr>
<tr>
<td></td>
<td>Contract award date:</td>
<td>Matter in dispute:</td>
<td></td>
</tr>
<tr>
<td>Name of Purchaser:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Contract description:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address of Purchaser:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract award date:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Matter in dispute:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix F

CONFLICT OF INTEREST DISCLOSURE FORM

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>Reference: ADB/COZW/RFP/2017/0033</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>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Are you connected to a person employed by the Bank who is involved in the procurement process? This could be a personal or business relationship.

Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?

Are you an employee or stakeholder of the Bank?

Has the Bank offered you a contract of employment in the last 12 months?

Are you participating in more than one proposal in the procurement process?

Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?

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.

Name:                           In the capacity of:
Signed:                        Duly authorized to sign this proposal for and on behalf of:
Dated on:

---

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Appendix G
TECHNICAL EVALUATION

1. **TECHNICAL EVALUATION (100 POINTS) (weight = 80%)**

   To be responsive, offers must contain all the information required in each envelope as described above. Responsive offers will be the subject of a technical analysis and will be assigned a technical score (Nt) according to the following criteria:

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

   a) A pass/fail assessment will be carried out to determine whether the proposals meet the minimum pass/fail criteria indicated in 2, below.

   b) Technical proposals determined to meet the minimum pass/fail criteria shall be evaluated using a two stage evaluation procedure, as indicated under point 3 below.

   c) Firms scoring less than 80 points will be rejected and their financial proposals returned unopened. Demonstration of the system will form part of evaluation.

   d) The financial evaluation will be carried for bids which have satisfied the minimum technical evaluation score of 80 points. Firms shall be ranked using a combined technical (Nt) / financial scores (Nf), as indicated below.

1. **EVALUATION AND COMPARISON CRITERIA**

   The bids will be examined for responsiveness using the pass/fail criteria described here. The Bank will determine the lowest evaluated bid and award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive (Kindly submit product colored brochure).

**MANDATORY EVALUATION CRITERIA (PASS/FAIL)**

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>YES</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligibility Criteria: Interested companies must originate from one of the Bank’s member countries listed in the request for Proposals.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Criteria: Audited Financial Statement for the past three years (2014, 2015 and 2016) must be provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturer’s authorization: (If applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Reseller Agreement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Annual Qualification</td>
<td></td>
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</tbody>
</table>
• Sales Certification
• Technical Certification

**General and Specific Experience Criteria:** The bidder should have a minimum of five years' experience, and shall have successfully implemented as a principal integrator of the solution, three projects of a similar nature and complexity (the Bank reserves the right to check references).

**Country of origin:** Bidders and Products should be from AfDB Member countries (see *Annex VI*).

Remarks (Accept/ Reject for the next Stage)

**TECHNICAL EVALUATION CRITERIA (weight = 80%)**

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

<table>
<thead>
<tr>
<th><strong>(a) Technical Evaluation Criteria</strong></th>
<th><strong>Points</strong></th>
<th><strong>Score</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder's Technical Response to the RFP particularly the Terms of References provided in <em>Annex II.</em></td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Bidder's methodology, capabilities and understanding of IT Service Management Best Practices and Standards including the compliance of expected Key Performance Indicators as provided in <em>Annex II.</em></td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Bidder's experience of provision IT services using IT Service Management processes at a such as experience of the firm in working with multilateral development banks or multinational financial institutions</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Qualification and quality of proposed key personnel (<em>Annex III Appendix C</em>)</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Description of a similar service currently provided to another client</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Professional reputation of the firm supported by at least three reference letters</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>Total Marks</strong></td>
<td><strong>100</strong></td>
<td></td>
</tr>
</tbody>
</table>
Bidders who will meet a minimum of 80% final technical score will be considered for the next stage and their Financial Proposals will be opened.

The Bidders who fail to do so, or whose offer did not comprehensively address this RFP, will have their financial proposal not opened and not evaluated. Financial offers will then be returned to them unopened.
APPENDIX (II):
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

(To be included in the Technical Proposal)

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

National Identity number:

Certificate of good conduct:

Date of Birth:

Years with Firm: Nationality:

Detailed Tasks Assigned:

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

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

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

Languages:

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

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

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Date:

Signature of staff or authorized officer from the bidding firm

Day/Month/Year
SUMMARY OF PROPOSED KEY PERSONNEL

APPENDIX (I):

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Years of Experience</th>
<th>Qualification</th>
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<tbody>
<tr>
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</tbody>
</table>
LIST OF CURRENT AND PREVIOUS CLIENTS

Contracts performed as prime Contractor on services of a similar nature and volume over the last three years. Also list details of current clients.

<table>
<thead>
<tr>
<th>Contract Name and Country</th>
<th>Name of Client and Contact Person</th>
<th>Type of Work Performed and Year of Completion</th>
<th>Value of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current client</td>
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<tr>
<td>Previous clients</td>
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</table>
Appendix K

Major items of Contractor’s Equipment proposed for carrying out the assignment.
List all information requested below.

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Description, make, and Age (years)</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom or to be purchased (from whom)</th>
</tr>
</thead>
<tbody>
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2. FINANCIAL EVALUATION (weight = 20%)

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

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

c) Detailed financial evaluation will then be carried out. The Bidder making the lowest financial proposal (\(F_m\)) shall be given 100 points.

d) The financial scores of the other Bidders (\(F\)) shall be computed as follows:

\[ N_f (\text{financial score}) = 100 \times \frac{F_m}{F} \]

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

5. Final Ranking

Proposals shall finally be ranked according to their combined technical (\(N_t\)) and financial (\(N_f\)) scores using the weights (\(T = \text{the weight given to the technical proposal, 80%}; f = \text{the weight given to the financial proposal, 20%}; T + f = 1\)) indicated in the above:

\[ \text{Final Score (NG)} = N_t \times T\% + N_f \times f\% \]
To: African Development Bank
   Zimbabwe Country Office
   5th floor, Joina City Building
   Harare, Zimbabwe

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/COZW/2017/0033, INTERNET SERVICE PROVIDER AT ZIMBABWE COUNTRY OFFICE (COZW) 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

Signed

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

Dated on
Appendix D

(TO BE INCLUDED IN THE FINANCIAL PROPOSAL)

PRICE SCHEDULE FORM
The price schedule should indicate the following

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Minimum</th>
<th>Medium</th>
<th>Maximum</th>
</tr>
</thead>
</table>

Please note that this is only a summary page. Bidders are required to provide detailed Pricing breakdown to enable the bank assess the computations and carry out arithmetic checks. If there is a difference between the total amount and the detailed price, the detailed price will prevail.
1. ANNEX VI - PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

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 country that is a member of the Bank or, if the Business has no capital, more than half of the value of the member’s contributions to the Business has been contributed by nationals from a country that is a member of the Bank.

3.3 In order to be eligible:

a) Goods to be procured must have a value of which more than half is attributable to production or to originating materials and inputs from one or more eligible member countries of the Bank;

b) Works must be performed where more than half of the value of the labour is supplied from one or more eligible member country of the Bank, and where the equipment and materials needed for carrying out the Works have a value of which more than half is attributable to production or to originating materials and inputs from one or more member countries of the Bank.

3.4 Any Natural Person or Business shall not normally be eligible at any stage of a competitive procurement process and contract execution if any of the following situations apply and have been declared or should have been declared by the Bidder:

a) The Natural Person or Business has become bankrupt, is insolvent or in the case of a Business is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation;

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b) The Natural Person or Business has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the Natural Person or Business is established or where the contract is to be performed;

c) The Natural Person or Business has been convicted of a criminal offence relating to the conduct of its business or profession in the last 10 years;

d) The Natural Person or Business has been the subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity; or

e) The Natural Person or Business has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.

3.5 The Natural Person or Business, or any of its affiliates, that has been engaged to provide Consulting Services for the preparation or implementation of an assignment shall be disqualified from subsequently providing Goods, Services, Real Estate or Works (other than a continuation of earlier Consulting Services) for the same assignment.

3.6 In addition to the foregoing paragraphs, Vendors of a particular country or goods and work materials manufactured in a particular country may be declared ineligible if:

a) as a matter of law or official regulation, the country where the contract is to be performed prohibits commercial relations with that particular country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods, Services, Real Estate and Works, or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the country where the contract is to be performed prohibits any import of Goods from, or payments to, that particular country or Vendor.
DEFINITIONS

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

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

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

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

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

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

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

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

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

Works means the construction, reconstruction, demolition, outfitting, repair or renovation of premises or related infrastructures. Such contracts may include related Services where the value of those Services does not exceed the value of the Works.
## ANNEX VII - LIST OF MEMBER COUNTRIES OF THE BANK

### REGIONAL COUNTRIES

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<td>41. Sao Tome &amp; Principe</td>
<td>42. Senegal*</td>
<td>43. Seychelles</td>
<td>44. Sierra Leone*</td>
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<td>45. Somalia</td>
<td>46. South Sudan</td>
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<td>48. Swaziland</td>
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<td>50. Togo</td>
<td>51. Tunisia*</td>
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<td>53. Zambia*</td>
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### NON REGIONAL COUNTRIES

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<td>25. United Kingdom</td>
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5th Floor, Jo'ina City Building, Harare, Zimbabwe +263 4 752838/917 – e-mail: Tenders.sarc@afdb.org- www.afdb.org
ANNEX VIII – GENERAL AND SPECIFIC CONDITIONS

1.0 Constitution of Contract

1.1 The submission of any bid shall constitute acceptance of the African Development Bank General Terms and Conditions for the Purchase of Works and Services, except to the extent they may be modified by special conditions attached to the Contract or Purchase Order (PO). These General Terms and Conditions are then an integral part of the Contract or PO to which they are attached.

1.2 No additional or inconsistent provisions and no variations in or modifications of that Contract or PO made by the Contractor shall be binding unless agreed to in writing by the African Development Bank (hereinafter called the “Bank” or AfDB).

2.0 Performance of Contract

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

2.2 The Contractor shall not assign or transfer any of its obligations under the Contract/PO. It shall be solely responsible for the performance of the Contract/PO in every respect. The Contractor shall indicate the Contract/PO number on all correspondence which shall be addressed to the Bank, unless otherwise stated. The Contractor shall immediately report to the Bank in writing any problems encountered which may jeopardize the performance of the Contract/PO.

2.3 The Contractor shall be responsible for obtaining and renewing at its own cost and in due time such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Bank to perform the Contract/PO.

3.0 Conflict of interest

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3.1 The remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor shall not accept for its benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any subcontractors, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2 Contractor or the contractor’s employees, subcontractors and subcontractor’s employees shall, during the term of the Contract/PO strictly avoid carrying out any other assignments that may be in conflict with this assignment for the Bank.

4.0 Financial Liability, Immunities and Applicable Law

4.1 The financial liability of the Bank under this Contract/PO shall not exceed the total amount of the Contract/PO.

4.2 Nothing in the Contract/PO or relating thereto shall be construed as constituting a waiver of the privileges or immunities of the African Development Bank.

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

5.0 Insurance

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

6.0 Documents

6.1 The Contractor shall furnish all documents and technical information that the Bank may deem necessary for the performance of the Contract/PO. The Contractor shall, in the language requested, attach to each unit of the goods any information necessary for their maintenance and operation.

6.2 The Contract/PO Number must appear on all invoices, shipping documents, packing slips, packages and correspondence.

7.0 Changes

7.1 The Bank may, at any time by written order designated or indicated to be a change order, make changes to the Contract/PO or any part thereof.

7.2 If any such change increases or decreases the cost of and/or the time required for the performance of any part of the Contract/PO, an equitable adjustment shall be made in the Contract/PO price or time schedule or both, and the Contract/PO shall accordingly be amended. No change in,
modification of, or revision to the Contract/PO shall be valid unless in writing and signed by an
authorized representative of the Bank.

7.3 Prices indicated in the Contractor’s bid shall, at all times, be deemed to be firm and not subject
to revision. Works and services for the Bank are exempted from taxes and customs duties. If a
Contractor is unable to invoice exclusive of taxes, he shall show these taxes and customs duties
on a separate line in the invoice, and the payment will be made free and clear of these taxes and
customs duties.

8.0 Payment and Claims

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

The Officer-In-Charge
African Development Bank Group
Zimbabwe Country Office
5th Floor, Joina City Building
Harare, Zimbabwe

Appropriate documentation should accompany all invoices.

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

9.0 Warranties

9.1 The Contractor warrants that the Services provided under this Contract/PO will conform to the
specifications, or other descriptions furnished or specified by the Bank.

9.2 If the Contractor fails to comply with the above requirements, the Bank may after notice to the
Contractor, take action at the Contractor expense which in the opinion of the Bank is necessary.

10.0 Safety

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

11.0 Suspension

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

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

12.0 Termination of Contract/PO

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

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

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

12.1.3 For convenience, without assigning any reason.

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

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

12.4 If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (iii) for convenience, the notice of such a termination shall state that termination is for the Bank’s convenience, the extent to which the performance under the Contract/PO is terminated, and the effective termination date. The Bank will issue an equitable adjustment, not to exceed the total Contract/PO price, to compensate Contractor for: (i) the Contract/PO price for the Services accepted by Bank but not paid previously and adjusted for any savings, (ii) the costs incurred in the performance in the work terminated, including initial and preparatory expenses; (iii) the cost of settling and paying other Contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Contract/PO and not included in items (i) and (ii) hereof; and (iv) a reasonable profit on item (ii) above.

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

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

13.0 Period of performance and Liquidated Damages

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

13.2 If the Contractor fails to perform the Contract/PO or any part thereof within the specified period, the Bank may, without prejudice to any other remedy under the Contract/PO, deduct from the Contract/PO price, as liquidated damages, a sum equal to 0.5% of the Contract/PO value for each week of delay until actual performance, up to a maximum of 5% of the Contract/PO value.

14.0 Liability

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

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

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

15.0 Intellectual Property and Confidentiality

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

15.2 The Contractor shall not, while performing the Contract/PO or at any time thereafter, use, or disclose in any manner prejudicial to or incompatible with the interests of the Bank any

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information of a restricted or confidential nature that may come to its knowledge in connection with the performance of this Contract/PO. The Contractor shall not use the Bank’s name or emblem without prior written authorization.

16.0 Dispute Settlement

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

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

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

16.4 The arbitration shall take place in, Pretoria, South Africa and shall be in the English language.

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

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

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

17.0 Governing law

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

18.0 Force Majeure

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

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

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

19.0 Severability

19.1 If any provision of the Contract/PO is held to be invalid or unenforceable, the remainder of the Contract/PO will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

20.0 Copyrights, database and design rights

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

ADB/CTR/COZW/2017/0033

FOR

INTERNET SERVICE PROVIDER FOR ZIMBABWE COUNTRY OFFICE

BETWEEN

THE AFRICAN DEVELOPMENT BANK

AND

THE CONTRACTOR
This Contract is entered into & between the Zimbabwe Country Office of the African Development Bank (hereinafter referred to as the "Bank"), having its offices at 5th Floor, Joina City Building, Harare, Zimbabwe, of the one part and ______ (hereinafter referred to as "the Contractor"), having its principal office in ..................... & whose address is: _____________________ on the second part.

WHEREAS the Bank desires to engage a contractor to perform and provide certain Services as set out in this Contract;

WHEREAS, the Contractor represents that it has the necessary capacity and knowledge and is prepared to perform and provide such Services;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

DEFINITIONS:

In this Contract the following words and expressions shall have the meanings hereby assigned to them:

(i) "Contractor" means the IT services firm whose proposal has been selected by the Bank and the legal successors in title of such firm, but not any assignee of such firm.

(ii) "Sub-contractor" means any IT services firm named in this Contract as sub-Contractor for a part of the Services or any legal firm to whom a part of the Services has been subcontracted with the consent of the Bank and the legal successors in title to such firm, but not any assignee of any such firm.

(iii) "Contract" means this Contract, including the Terms of Reference (TOR), the Contractor's Proposal and such further documents as may be expressly incorporated in this Contract by the Parties.

(iv) "Terms of Reference" means a detailed description and concise specification of the Services, including methodology and time frame for their performance, prepared by the Bank.

(v) "Proposal" means the Contractor's proposal to the Bank for the performance of the Services.

(vi) "Services" means all the services to be performed in accordance with this Contract, as set out in the Terms of Reference (TOR) and in the Contractor's Proposal.

(vii) "Contract Price" means the amount stated in paragraph 6.1 of the Contract as payable by the Bank to the Contractor for the full and proper performance and provision of the Services in accordance with this Contract.

(viii) "Cost" means all expenditure properly incurred or to be incurred, including overhead charges and a reasonable allowance for profit.

The parties agree that words and abbreviations, not specifically defined herein
above, but which have well known technical or trade meanings, are used in this Contract in accordance with such recognized meanings.

ARTICLE 1

1.1 SCOPE OF SERVICES

a) The services to be performed by the Contractor under this contract (hereinafter called “the Services” are described in the Terms of Reference (TOR), hereto as to the present contract. The Terms of reference shall form an integral part of this contract.
b) The Bank shall be entitled to make amendments to the Terms of Reference, by so doing, changing substantially the essential nature or purpose or scope of the Services. If, as a consequence thereof, the scope of the Services is significantly changed upward or downward (as determined and agreed for by the parties after consultation which shall not impede the original contract schedule) the Contract Amount shall be adjusted upward or downward and the period shall be revised.
c) The Contractor shall, in accordance with the Terms of Reference, carry out such duties and perform such functions as deemed necessary or considered desirable by the Bank.

1.2 ENTIRE AGREEMENT

This Contract and all of its Appendices, which form an integral part hereof, contain the entire agreement between the Bank and the Contractor in connection with the Services and supersedes all prior agreements, written or oral with respect thereto.

ARTICLE 2

COMMENCEMENT OF SERVICES AND CONTRACT TERM AND EXTENSION OPTION

2.1 COMMENCEMENT OF SERVICES

This Contract shall become effective upon execution by the parties hereto. The IT Contractor shall commence the Services no later than the first day of August 2013, (the “Commencement Date”) and shall carry out the Services in a manner most suited to the requirements of this Contract.

2.2 CONTRACT TERM AND EXTENSION OPTION

2.2.1. The duration of this Contract is one (1) year, with effect on the first day of August 2013. In accordance with TOR, this contract may be extended for one or more period(s) of all or part of one (1) year with the aggregate time period of the original contract plus all combined extensions not to exceed three (3) years.

2.2.2. In the event that a Contractor is not selected prior to the contract expiration date or by termination by the Bank, it shall be incumbent upon the IT Contractor to continue the service under the same terms and conditions until new services can be completely operational. At no time shall this service extend more than ninety (90) days beyond the original expiration date of the base contract term or any extension thereof.
ARTICLE 3
PROVISION CONCERNING THE CONTRACTOR

3.1 CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the Bank that: (i) the execution and delivery by the Contractor of this Contract, the consummation of the transactions contemplated hereby and the performance by the Contractor of this Contract will not violate, conflict with or result in the breach of any of the terms and conditions of, or otherwise give any other contracting party the right to terminate, any contract, agreement, license, franchise, commitment or binding arrangement to which the Contractor is a party and which would otherwise be material to the performance by the Contractor of its obligations hereunder; and (ii) the Contractor possesses all required licenses, and permits in respect of, or otherwise possesses good and valid title to, all the intellectual and other property necessary for the performance of its obligations hereunder. The foregoing representations and warranties of the Contractor shall survive the termination of this Assignment.

3.2 STANDARDS OF CONDUCT AND PERFORMANCE

3.2.1 The Contractor shall carry out the Services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Bank. The Contractor shall respect and abide by all applicable laws and regulations of the Republic of South Africa in the performance of its obligations hereunder.

3.3 BANK INSTRUCTIONS

The Contractor shall, in carrying out the Services, accept, act upon and comply with such directions as may be issued by the Bank from time to time concerning the Services.

3.4 REPORTING OBLIGATIONS

The Contractor shall report regularly to the Bank and seek guidance and direction there from on all matters relating to this Contract and the performance of the Services hereunder.

3.5 DESIGNATION OF PERSONNEL

The Contractor shall provide the professional experts necessary to carry out the Services and shall identify such experts to the Bank at the initiation of the Services. The Contractor hereby designates Ms/Mr. ________ to lead the performance of the Services hereunder. Ms/Mr ________ shall act as the principal liaison between the Contractor and the Bank.

3.6 OTHER EMPLOYEES/EXPERTS

The Contractor after consultation with the Bank may assign other experts or employees of the Contractor as may be appropriate to ensure the efficient performance of the Services.

3.7 CONFLICT OF INTERESTS
Except as otherwise agreed to by the Bank during the term of this Contract and after its termination, the Contractor and any entity in which the Contractor has a professional participation or interest shall be disqualified from supplying any goods, performing any work or service (other than in respect of the Services) in respect of any service related to or resulting from the Services. The Contractor also agrees to excuse or else disqualify itself from any business or other arrangement which conflicts with the Contractor’s performance hereunder.

3.8 PUBLIC ANNOUNCEMENTS

At all times, the Contractor and any of its experts shall act with appropriate propriety and discretion and, in particular, shall refrain from making any public statements concerning the Services or publishing any reports required hereunder without the prior written approval of the Bank.

3.9 MAINTENANCE OF RECORDS

The Contractor shall during the term of this Contract and for one fiscal year after the discharge of this Contract, keep and maintain accurate and complete records and accounts in respect of expenditures incurred under this Contract in such form and detail as shall be satisfactory to the Bank, for the purposes of making payments or settlements of accounts under this Contract and shall permit the duly authorized representatives of the Bank from time to time to inspect such records and accounts as well as make copies thereof.

3.10 INTELLECTUAL PROPERTY RIGHTS

The Contractor shall indemnify the Bank against all third party claims of infringement of patent, trademark, intellectual property or industrial design rights arising from the performance of the Services by the IT Contractor.

3.11 LIABILITY

The Contractor shall, at no cost to the Bank, provide such services as may be required to remedy any defect arising out of or based on the performance or non-performance of the Contractor in carrying out the terms of this Contract.

3.12 INSURANCE

The Contractor agrees to and shall maintain adequate liability insurance against loss or damage to equipment owned, or purchased with funds provided, by the Bank and insurance against claims by third parties resulting from the actions or omissions of the Contractor or its personnel in connection with the Services. The Contractor agrees to indemnify and hold harmless the Bank, its employees, and its agents for any and all claims or causes against the same that may arise from the Contractor’s performance of the contract.

3.13 DELAYS IN THE DELIVERIES

The Services shall be performed by the Contractor in accordance with the time schedule specified by the Bank in the TOR.

An unexcused delay by the Contractor in the performance of its delivery obligations shall
render the Contractor liable to any or all of the following sanctions: imposition of liquidated damages, and/or termination of this Contract for default.

If at any time during performance of this Contract, the Contractor should encounter conditions impeding timely delivery of the services, the Contractor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor’s notice, the Bank shall evaluate the situation and may at its sole discretion extend the Contractor’s time for performance, in which case the extension shall be ratified by the parties by amendment of this Contract.

3.14 LIQUIDATED DAMAGES

Subject to Article 9, if the Contractor fails to carry out the Services within the time period(s) specified in this Contract, the Bank shall, without prejudice to its other remedies under this Contract, deduct from the fixed price element of the Contract Price (as defined below), as liquidated damages, a sum equivalent to 2% for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the total value of the Services. Once the maximum deduction is reached, the Bank may consider terminating this Contract.

ARTICLE 4

PROVISIONS CONCERNING THE BANK

4.1 CONTRIBUTIONS BY THE BANK

i) The Bank shall furnish without charge and within a reasonable time following a request from the Contractor, all pertinent data and information available and shall give such assistance as shall reasonably be required by the IT Contractor in carrying out the its duties under this Contract.

In the event that the Contractor is delayed in obtaining the information, equipment or facilities described herein as a result of the action or inaction of the Bank, the Contractor shall notify the Bank of such delay and shall be entitled to an appropriate time extension for completion of the Services.

If the required information, equipment or facilities are not forthcoming, the Bank and the Contractor shall agree on how the affected part of the Services shall be carried out upon a revised schedule.

BANK REPRESENTATIVE

The Bank shall appoint a representative who shall act as the principal liaison between the Bank and the Contractor in all communications with the Contractor in respect of this Contract.

ARTICLE 5

RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION OF THE BANK

5.1 Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Bank, on the one part, and the Contractor and any of its experts, on
the other part, other than that of independent Contractor. Accordingly, the Contractor hereby agrees that the Bank shall accept no liability in Contract nor any responsibility for the acts, omissions, errors or negligence of the Contractor, its servants, agents, independent contractors or other persons deriving authority from its (collectively, the “Contractor’s Associates”); and the Contractor hereby agrees to indemnify, defend and hold harmless the Bank (including its officers and employees) from and against all losses, liabilities, damages, deficiencies, judgments, fines, costs or expenses (including interest, penalties and fees) (collectively, “Losses”) based upon, arising out of or otherwise in respect of any act, omission, error, or negligence of the Contractor or any of the Contractor’s Associates.

5.2 Notwithstanding the foregoing, and except for liability for personal injury or death or for loss of, or damage to property caused by the negligence or wilful misconduct of the Contractor or its employees, the total liability of the Contractor either party for pecuniary loss arising out of this Contract shall be limited to the annual fee paid by the Bank, plus reasonable attorney’s fees.

ARTICLE 6

PAYMENT FOR THE SERVICES

6.1 ESTIMATED CONTRACT AMOUNT OF PAYMENT

6.1.1. This is a Fixed-Price Contract. The total estimated cost the Bank will pay the Contractor in full compensation for all services rendered and for all costs and expenses whatsoever incurred in carrying out the Services and performing this Contract, is a sum not to exceed xxxxxxx (per annum (the “Contract Price”) as further set forth in detail in hereto for the first year.

6.2 ADDITIONAL SERVICES

For Additional Services the Contractor shall be compensated for all fees and expenses for the Services, including, but not limited to labour costs and reimbursable costs for Contractor’s employees and Contractor’s sub-contractor in the interest of the Services based on a mutually agreed negotiated amount based on the rates specified.

6.3 EXCLUSION OF ESCALATION OF PRICES

The prices set forth in the Contractor’s Proposal are fixed and firm and not subject to price escalation.

6.4 SETTLEMENT OF CONTRACT AMOUNT

Settlement of the Contract Price shall be made monthly in equal instalments. Cheques shall be issued to the Contractor upon submission to and acceptance by the Bank, of accurate and complete invoices.

ARTICLE 7

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS
7.1 CONFIDENTIALITY

The Contractor shall not at any time communicate to any unauthorized person or entity any confidential information disclosed to the Contractor for the purpose of the Services or discovered by the Contractor in the course of the Services. Nor shall the Contractor publish or cause or permit to be published, without the express authorization of the Bank, any conclusions or recommendations or any part thereof formulated in the course of or as a result of the Services.

7.2 OWNERSHIP OF DOCUMENTS

All documents, reports and data provided to, or compiled or prepared by, the Contractor in the course of carrying out the Services, if any, shall be the property of the Bank. Such materials shall be sorted and indexed by the Contractor prior to delivery to the Bank. The Contractor may retain copies thereof, provided, however, that such materials shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the Bank.

7.3 SURVIVAL

The provisions of this Article 7 shall survive termination of this Contract.

ARTICLE 8

ASSIGNMENT AND SUB-CONTRACTING

8.1 ASSIGNMENT

The Contractor shall not assign, transfer or make any other disposition of any of its rights or obligations under this Contract, in whole or in part, except with the prior written consent of the Bank.

8.2 SUB-CONTRACTING

The Contractor shall notify the Bank in writing of all sub-contracts awarded hereunder if not previously specified in its bid. Notwithstanding such prior notification, the Contractor hereby guarantees the full compliance of any of its sub-contractors with the terms of this Contract and the prompt performance thereof in respect of sub-contracted parts of the Services.

8.3 NO PREJUDICE

Notwithstanding the approval by the Bank of (i) the assignment by the Contractor, in whole or in part, of this Contract; or (ii) the subcontracting of this Contract to a third party by the Contractor, such approval in each such case shall be without prejudice to the Contractor’s obligations and liabilities hereunder.

ARTICLE 9

FORCE MAJEURE
9.1 EXTENSION OF PERFORMANCE PERIOD

If either of the parties to this Contract is prevented from performing any of its obligations under the Contract by events of “force majeure”, such as war, fire, flood, earthquake, or any other event beyond the reasonable control of such party (the “Affected Party”), the time period of performance of such obligations shall be extended by a period equal to the period of delay caused by such event.

9.2 NOTIFICATION

The affected party shall promptly notify the other party by telex, cable or facsimile of the occurrence of such force majeure and, within fourteen (14) days thereafter, send by registered airmail to the other party a written statement confirming the nature and length of the delay in respect thereof.

9.3 OBLIGATION TO NEGOTIATE

Should the effect of such “force majeure” continue for more than one hundred and twenty (120) consecutive days, both parties shall conduct friendly negotiations as soon as possible to find a mutually satisfactory solution to the problems caused by such delay.

9.4 OPTION TO TERMINATE

In the event of “force majeure” which delays performance of the Contract or any part thereof by more than thirty (30) days after the one hundred and twenty (120) days period referred to in Section 9.3 above, either party shall have the right to terminate this Contract.

ARTICLE 10

SUSPENSION AND TERMINATION OF CONTRACT

10.1 SUSPENSION

Each party hereto may, by written notice to the other party, suspend the whole or any part of this Contract, upon the occurrence of any of the following events, which event shall not have been remedied five (5) days following the receipt of such notice:

The other party shall have failed to carry out any of its obligations hereunder; or Any other condition shall have arisen which, in the reasonable opinion of the party giving notice of suspension, interferes, or threatens to interfere, with the successful performance of this Contract; provided, however, that the party giving notice of suspension hereunder, shall not, in such event, have been the cause of such interference or threat of interference.

10.2 BANK’S TERMINATION FOR CAUSE

The Bank may terminate this Contract for cause which, for the purposes of this Article 10 is defined as (i) the Bank’s suspension of the Contract pursuant to Section 10.1 above and such suspension having continued for a period of thirty (30) days; (ii) the Contractor’s failure to properly carry out the Services or maintain schedules in disregard of notices or requests of the
Bank; or (iii) the Contractor’s material breach of any part of this Contract. Upon the occurrence of any of the foregoing events the Bank shall give the IT Contractor termination notice of not less than fifteen (15) days.

10.3 BANK’S TERMINATION FOR CONVENIENCE

The Bank may, at its option, terminate this Contract when it is in the interest of or convenient for the Bank to do so, provided that the Contractor shall in such event be given notice of not less than fifteen (15) days of such termination.

10.4 ITCONTRACTOR’S TERMINATION FOR CAUSE

The Contractor may terminate this Contract for cause which, for the purposes of this Article 10 is defined as (i) the Contractor’s suspension of the Contract pursuant to Section 10.1 above and such suspension having continued for a period of thirty (30) days; or (ii) improper non-payment by the Bank in respect of which there exists a period of not less than sixty (60) days in which the Bank has not paid any amounts due and payable to the Contractor under this Contract and about which no dispute has arisen.

10.5 LIABILITY FOR PAYMENT

Subject to any claim the Bank may have against the Contractor, if this Contract is terminated under this Article, the Bank shall be liable only for payment, in accordance with the payment provisions of this Contract, for the services actually delivered prior to the effective date of termination and for amounts about which no dispute exists.

10.6 TERMINATION PROCEDURES

(i) Upon termination of this Contract, the Contractor shall take immediate steps to terminate the Services in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum.

(ii) Upon termination of this Contract (unless such termination shall have been occasioned by the failure of the Contractor), the Contractor shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination and for reasonable costs incidental to the orderly termination of the Services, but shall not, subject to Section 10.5 thereof, be entitled to receive any other payment in respect of such termination.

(iii) In the event the contract is terminated either by contract expiration or by termination by the Bank, it shall be incumbent upon the Contractor to continue the service, if requested by the Bank, until new contract is awarded. At no time shall transitional services extend more than ninety (90) days beyond the expiration date of the existing contract. The contract will be paid for services at the current contract rate.

ARTICLE 11

DISPUTES AND IMMUNITY

11.1 SETTLEMENT OF DISPUTES

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Any dispute arising out of or in connection with this Contract shall be settled amicably, through negotiation, failing which the matter may be submitted to arbitration ninety (90) days after the commencement of informal negotiations. In such event, each party hereto shall appoint an arbitrator and the two arbitrators so appointed shall appoint a third arbitrator. The arbitration shall be held in Pretoria, South Africa at a place mutually selected and agreed by the three arbitrators and shall be conducted in the English language. In such case, the parties to this Contract agree that the dispute shall otherwise be settled in accordance with the UNCITRAL Arbitration Rules then in force.

11.2 THE BANK’S IMMUNITIES

Nothing in this Contract shall be construed as a waiver of the privileges and immunities provided to the Bank under the Agreement establishing the African Development Bank or other applicable law or treaty.

ARTICLE 12

MODIFICATION OR AMENDMENT

12.1 No changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by both parties hereto.

ARTICLE 13

CHANNEL OF COMMUNICATIONS AND NOTICES AND ADMINISTRATION

13.1 All communications, notifications or documentary submissions, notices, demands and requests required or permitted to be given or made shall in the case of the Bank be addressed or made to the Country Manager / Officer-In-Charge, COZW, or such other officer duly authorized by him to receive or act upon the same.

13.2 Any such communication, notification, submission, notice, demand or request of technical nature shall be deemed to have been duly given or made to the party to which it is addressed when it shall have been delivered by hand, mail, cable, telex or facsimile at the following address, or such other address as any of the parties may have notified to the other party:

FOR THE BANK:

Mail Address:

The Officer-In-Charge
African Development Bank Group
Zimbabwe Country Office
5th Floor, Joina City Building
Harare, Zimbabwe
tender.sarc@afdb.org

13.3 Any other administrative or management requests, communication, notification, submission, notice, demand or request of non-technical nature shall be deemed to have been duly given
or made to the party to which it is addressed when it shall have been delivered by hand, mail, cable, telex or facsimile at the following address, or such other address as any of the parties may have notified to the other party:

The African Development Bank  
Zimbabwe Country Officer  
5th Floor, Joina City Building  
Harare, Zimbabwe

FOR THE Contractor:  
Mail Address:

ARTICLE 14

GOVERNING LAW

This Contract shall be governed by, and construed in all respects in accordance with, the laws of Republic of Zimbabwe

ARTICLE 15

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit to each of the parties thereto and their respective successors and assigns, and nothing herein is intended to give any other person any right, remedy or claim under, to or in respect of this Contract.

ARTICLE 16

CORRUPTION

The Contractor states that no employee of the Bank involved in the attribution of this Contract, has received, or will receive, directly or indirectly, any kind of benefit or advantage from the Contractor or its affiliates, resulting from the award of the Contract or its implementation.

ARTICLE 17

ORDER OF PRECEDENCE

17.1 In the event of any inconsistency between the terms and conditions of this Contract the following order of precedence will take place.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names in three original counterparts in English on the date first above written.
ANNEX A – TERMS OF REFERENCE

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Contract.

For the:  
CONTRACTOR

For the:  
AFRICAN DEVELOPMENT BANK

Date: .............................................  
Date: .............................................

Place: .............................................  
Place: .............................................
Annex x: **PERFORMANCE EVALUATION OF SERVICE PROVIDER**

<table>
<thead>
<tr>
<th>SERVICE PROVIDER</th>
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<tr>
<td>PURPOSE OF CONTRACT</td>
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<td>REFERENCE OF CONTRACT</td>
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<td>EXPIRY DATE</td>
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| EVALUATION PERIOD |  |
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| TOTAL MARK |  |
| OVERALL RATING IN % |  |
| PERFORMANCE LEVEL |  |
| EVALUATED BY |  |
| APPROVED BY |  |
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<td>2. COMPLIANCE WITH REGULATIONS</td>
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<td>3. COMPLIANCE WITH TIME LINES</td>
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<td>8. APPROPRIATE MEASURES PROPOSED</td>
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<td>9. PROACTIVE HANDLING OF PROBLEMS</td>
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<td>10. PLANNING</td>
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<td>11. COMPLIANCE WITH LOCAL LAWS</td>
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<td>13. IDENTIFICATION OF SERVICE PROVIDER (uniform, badge, etc.)</td>
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<td>14. MANAGERIAL EFFECTIVENESS</td>
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<td>19. COMPLIANCE WITH CONTRACT CLAUSES</td>
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<td>20. COMPLIANCE WITH TOR/TECHNICAL SPECIFICATIONS</td>
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<td>21. RESPECT FOR ENVIRONMENT</td>
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<td>22. INNOVATION OF SERVICES</td>
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<td>23. SKILLS TRANSFER, TRAINING</td>
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### II. STAFF

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<tr>
<td>1.</td>
<td>AVAILABILITY OF CONTACT PERSON</td>
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<td>NAME OF CONTACT PERSON (INTERFACE)</td>
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<td>PERFORMANCE, QUALIFICATION, COMPETENCE OF WORKER</td>
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<td>PUNCTUALITY</td>
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<td>PROFESSIONALISM</td>
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<td>RESPECT FOR WORK ENVIRONMENT</td>
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<td>12.</td>
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<td>MASTERY OF WORKING SOFTWARE</td>
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<td>14.</td>
<td>CONDUCT / BEHAVIOUR</td>
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<td>WORKING LANGUAGE</td>
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### III. SERVICES

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<td>1.</td>
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<td>QUANTITY</td>
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<td>5.</td>
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ANNEX XI: 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 wilfully 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 optimise 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.