INVITATION TO BID

REFERENCE: ADB/ITB/TZFO/2015/0098

PROVISION OF INTERNET BASED NETWORK SOLUTION TO THE AFRICAN DEVELOPMENT BANK

Date: 23rd September 2015

INTRODUCTION

1. The African Development Bank (hereinafter referred to as “AfDB” or the “Bank”) is seeking providers for the provision of works for use by the Bank.

2. The AfDB is a ‘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 26 non-African countries in the Americas, Europe and Asia own the Bank.

3. 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; and (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.

4. The Bank began its operations from its headquarters, in Abuja, Nigeria on July 1, 1966. For purposes of its operations the Bank also maintains field offices in certain of its Regional Member Countries (RMCs). Please see the Bank’s website for details of the Bank’s offices.

INSTRUCTIONS TO BIDDERS

1. The Bank invites bids from eligible bidders for the provision of works specified in this Invitation to Bid (ITB). The ITB is available in electronic form which can be accessed from the Bank’s website.

2. The information contained in the ITB is designed to ensure each bidder is given equal and fair consideration. It is important that bidders read the ITB carefully and comply with the instructions provided. The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.

3. The ITB includes the following documents together with any addenda:

   - Annex 1: Bid Data Sheet
   - Annex 2: Terms of Reference
   - Annex 3: Evaluation Criteria
   - Annex 4: Technical Bid Questionnaire
   - Annex 5: Financial Bid Questionnaire
   - Annex 6: Bank’s Eligibility Requirements
   - Annex 7: List of Members Countries
   - Annex 8: Draft Contract
4. Eligibility of Bidders, Goods, Works and Services
   4.1. The ITB is open to all bidders from eligible countries as defined in the AfDB Rules of Procedure for Procurement of Goods, Works and Services. Any goods, works and services used in the performance of the contract shall have their origin in eligible source countries (Annex 7).
   4.2. Government owned enterprises in the host country may participate only if they can establish that they (i) are legally and financially autonomous; and (ii) operate under commercial law.
   4.3. The Bank's eligibility requirements can be found in the ITB (Annex 6).

5. Procurement Ethics, Integrity, Anti-corruption and Fairness
   5.1. 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 will reject a bid if it determines that the bidder has engaged in "Corrupt," "Fraudulent," "Collusive," "Coercive" or "Obstructive" practices in competing for the contract in question. These terms are as defined in the General Terms and Conditions for the Purchase of Goods, Works and Services (Draft Contract—Annex 4).
   5.2. A bidder/supplier who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank will reject a bid if it determines that any such gift has been offered.
   5.3. All bidders/suppliers are required to comply with the Code of Conduct which can be found on the Bank's website and the draft contract in the ITB.

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

7. Joint Venture, Consorlia or Association (JVCA) - Where a JVCA approach is proposed, bidders are required to provide full details of the JVCA and nature of relationship with other JVCA members. Bidders forming a JVCA shall nominate a lead partner (duly evidenced by submitting a power of attorney signed by a legally authorized representative of all partners) who shall have the authority to conduct all business for and on behalf of all partners and enter into the contract. A JVCA shall comprise of no more than three partners. All partners shall be jointly and severally liable for the performance of any resulting contract.

8. Amendments - The Bank reserves the right to modify any content of the ITB, for any reason, by addendum and to accept or reject any or all bids and to cancel the procurement process at any time prior to the award of the contract without incurring any liability to any bidder. Any such amendment can be seen 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 their bids.

9. Clarification
   9.1. A bidder requiring any clarification in relation to the ITB should notify the Bank in writing at the contact details provided in the Bid Data Sheet and within the period for clarification in the Bid Data Sheet. Written copies of the Bank's response (including an explanation of the query but with no indication of its source) will be communicated by email/fax.
   9.2. If a bidder feels that any provision in the ITB will be unacceptable, such issue should be raised at the earliest opportunity and in any event no later than the deadline for clarification in the Bid Data Sheet. The Bank will, in its sole discretion, accept or reject any proposed change. Any response from the Bank will be binding on bidders.
   9.3. A bidder who contacts any member of Bank's staff directly or indirectly in relation to the procurement will be eliminated.
   9.4. The Bank will only respond to queries received within the deadline and in the manner specified.

10. Site Visit / Pre-Bidder meeting - When specified in the Bid Data Sheet, the Bank will organize a site visit and pre-bid meeting at the time and place indicated in the Bid Data Sheet. Unless otherwise stated in the Bid Data Sheet, any bidder wishing to submit a bid must attend the site visit and pre-bid meeting. The cost of the site visit and pre-bidder meeting shall be at the bidder's own expense.
11. **Lots** - If the works are divided into lots, bidders can submit a bid for one or multiple lots unless otherwise stated in the **Bid Data Sheet**. Bidders must submit a separate technical and priced Bill of Quantities for each lot. The Bank reserves the right to award the contract in one single lot or in separate lots.

12. **Acceptance of the Bank’s General Conditions of Contract** - It shall be clearly understood that by submitting a bid in response to the ITB, a bidder shall be deemed to have accepted the Bank’s general terms and conditions of contract. It shall be noted that lack of acceptance of the Bank’s general terms and conditions of contract will result in rejection of the bid.

13. **Preparation of Bids**
   13.1 Bidders shall bear all costs associated with the preparation and submission of their bid. The Bank will not be responsible or liable for any costs regardless of the conduct or outcome of the procurement process.
   13.2 Bidders are solely responsible, at their own cost and risk, for obtaining information that may be necessary for preparing their bids and entering into the contract.
   13.3 The bid and all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be written in the language specified in the **Bid Data Sheet**.
   13.4 Any printed literature furnished by the bidder written in another language other than the language specified in the **Bid Data Sheet** shall be accompanied by translations in the language in the **Bid Data Sheet** of its pertinent passages in which case, for the purpose of interpretation of the bid, the translations shall govern.
   13.5 Unless expressly permitted in the ITB, bidders must not submit brochures, general marketing or promotional material with their bids. Publicity brochures will not be accepted as answers to questions. Bidders must respond fully to the questions in the ITB.
   13.6 Bidders must provide the information required and any other supporting information in sufficient detail to enable the Bank to consider whether the bidder has the required capability, experience, knowledge and expertise to satisfactorily undertake the works.
   13.7 Bidders should submit bids in the order and format provided in the ITB.
   13.8 By submitting a bid, a bidder warrants that they are not insolvent, are duly authorized to provide the services in the ITB and that they are not in default with the tax and social security obligations in their country and the country were the works are performed.
   13.9 The term ‘bidder’ includes affiliates, partners in joint venture, consortium or agreement (JVCA) and subcontractors. Where relevant, the information should be provided for each bidder, its affiliates and each partner in the JVCA.

14. **Bid Prices**
   14.1 The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes including customs duties as the Bank, by virtue of its status as an international organization, is exempt from paying any direct or indirect taxes including customs duties, 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 invoices.
   14.2 The bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities. The rates and prices quoted by the bidder shall be separately indicated. Items for which no rate or price is entered by the bidder will not be paid for by the Bank when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
   14.3 The rates and prices in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, general risks, liabilities and obligations set out or implied in the contract.
   14.4 The price shall be expressed in the currency in the **Bid Data Sheet**. A bidder shall express all prices in the same currency.
   14.5 For the purpose of evaluation, the Bank will 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 receipt of proposals).
14.6. Unless otherwise stated in the ITB, the prices quoted will be fixed for the duration of the contract (including any period of extension) and will not be subject to adjustment on any account.

15. **Alternative Bids** - Unless otherwise provided in the **Bid Data Sheet**, the Bank will not consider alternative bids. If an alternative bid is permitted, the alternative bid should be accompanied by a fully compliant technical and priced bid, i.e. one that meets the minimum requirements. The bidder shall quote the price for the fully compliant bid and then separately provide the technical specification and methodology and the adjustment in price that can be offered if the alternative solution is accepted. The nearest functional equivalent or closest standard should be offered as an alternative. Only the alternative bid of the successful bidder or bidders shall be considered.

16. **Bid Validity** – Bids should remain valid for a period of not less that the period stated in the **Bid Data Sheet**. Bids valid for a shorter period will be rejected.

17. **Bid Security**
   17.1. When specified in the **Bid Data Sheet**, the bidder shall furnish, as part of its bid, a bid security in the amount and form specified in the **Bid Data Sheet**. Bid security shall be valid for the period stated in the **Bid Data Sheet**.
   17.2. The bid security shall, at the bidder’s option, be in the form of a certified check or a bank guarantee from a reputable bank located in the Bank’s host country or in any eligible country. The Bank shall reject any bid not accompanied by an acceptable bid security.
   17.3. The bid security of a joint venture shall be issued in the name of the joint venture submitting the bid and shall list all partners of the joint venture.
   17.4. The bid security of the successful bidder will be discharged when the bidder has signed the contract. The bid security of the unsuccessful bidders will be returned within one week after concluding the contract.

18. **Performance Security**
   18.1. Where required in the **Bid Data Sheet**, the successful bidder or bidders shall furnish the performance security within the period stated in the **Bid Data Sheet**, in the amount and in the form stipulated in the **Bid Data Sheet**.
   18.2. If the performance security is provided by the successful bidder in the form of a bank guarantee, it shall be issued at the bidder’s option either (a) by a bank located in the country of the Bank or; (b) a foreign bank through a correspondent bank located in the country of the Bank.
   18.3. In lieu of performance security, the Bank may retain 10% of the contract sum that will be cleared as set out in the **Bid Data Sheet**.
   18.4. 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.

19. **Advance Payment**
   19.1. If provided in the draft contract, the Bank will provide an advance payment, subject to a maximum amount not to exceed 30% of the contract sum. The advance payment request shall be accompanied by an advance payment security guarantee in the form provided in the **Bid Data Sheet**. For the purpose of receiving the advance payment, the bidder shall make an estimate of, and include in its bid, 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.
   19.2. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the successful bidder, following the schedule of completed percentages of the works and related services on a payment basis.

20. **Retention Fee** – Where specified in the **Bid 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 period is set out in the draft contract. The Bank shall pay the successful bidder the retention fee upon certification by the Bank’s project representative that the successful bidder has corrected all known defects.
21. Submission of Bids
21.1. The Bank must receive bids no later than the deadline for receipt of bids in the Bid Data Sheet. It is the sole responsibility of bidders to ensure timely receipt of bids. Bids received after the deadline will be rejected.
21.2. Bids may be submitted by mail, courier or hand-delivery.
21.3. Bids submitted by bidders must comprise of the following documents, completed in full:
   • Technical Bid Questionnaire; and
   • Financial Bid Questionnaire
21.4. The Bank may extend the deadline for receipt of bids at any time without incurring any liability to bidders.
21.5. Bids rejected by the Bank shall be destroyed or returned to bidders, at its own cost, if so requested.

Bids submitted by mail, courier or hand-delivery
21.6. Bids should be submitted in a sealed double envelope (one original and four copies and any attachments, appendix and annex thereto must also be submitted in one original and four copies) and addressed to the Bank at the address provided. The original bid must clearly mark “Original” and each of the four copies must clearly mark “Copy”.
21.7. The bidder shall seal the original and copies of the bid in the inner envelope (the “internal envelope”). The internal envelope must carry the name and address of the bidder and the ITB reference. The internal envelope should be placed in a large single envelope (the “external envelope”). The external envelope must be anonymous and only carry the label specified in the ITB Data Sheet that should be photocopied and placed on the external envelope.
21.8. All pages of the bid should be numbered. Each copy of the bid should be bound in a single volume where practical. All documentation submitted with the bid should be bound in a single volume.
21.9. All pages of the bid where correction have been made shall be initialed by the person or persons signing the bid.
21.10. If the works are divided into lots, bidders must submit a separate bid in a separate envelope for each lot.
21.11. When delivered by hand, the bid must be delivered at the address during the working hours of the Bank from 08.00 hrs. to 13.00 hrs. and from 14.00 hrs. to 17.00 hrs. on Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank will be at the risk of the bidder and will not constitute timely delivery.

22. Modification / Withdrawal of Bids – Bidders may modify or withdraw bids prior to the deadline for receipt of bids. Bidders shall not be permitted to modify or withdraw bids after the deadline. Withdrawal of bids between the deadline and the expiration of the period of bid validity will result in the forfeiture of bid security, where required.

22.1. Bids submitted by mail, courier or hand-delivery
22.1.1. The bidder’s modification or withdrawal shall be prepared, sealed, marked and dispatched as per paragraph 21 and be accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as “Modification” or “Withdrawal”.
22.1.2. Any alternative solution shall be prepared, sealed, marked and dispatched clearly as per paragraph 21 and clearly be identified as “Alternative”.

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

24. Evaluation of Bids
24.1. By issuing the ITB, the Bank is not committed to award a contract for all or part of the requirements.
24.2. The evaluation of bids shall start with an examination to determine the eligibility and qualification of bidders, the legal validity of bids and the completeness of the required documents, including bid security, where required. Thereafter the evaluation process shall continue with the technical bid evaluation, which determines that bids are responsive based on evaluation criteria stipulated in the
ITB. The technical evaluation shall be completed and documented before a bidder’s financial bid is open and considered.

24.3. The Bank will evaluate bids in accordance with the Evaluation Criteria set out in the ITB.

24.4. The Bank reserves the right to award one or several contracts. Bidders should indicate if they would not accept partial orders.

24.5. The Bank reserves the right to increase or decrease the volume of works without any change in unit price or other terms and conditions.

24.6. The Bank reserves the right to clarify any aspect of a bid with the relevant bidder. No change in the price or substance will be sought, offered or permitted. Where a bidder does not provide the requested information the bid shall be evaluated as presented.

24.7. The Bank reserves the right to require a bidder to provide documentary evidence to demonstrate compliance with any requirement.

24.8. The Bank may undertake site visit to any bidder in order to validate the information provided.

24.9. The Bank reserves the right to contact referees provided by bidders in order to validate information provided.

25. Best and Final Offer – Following technical and financial evaluation of complaint bids, the Bank may decide to obtain Best and Final Offers from bidders. The Bank may use e-auction for this process.

26. Award of Contract and Debriefing

26.1. The contractual relationship shall be in the form set out in the draft contract and shall include the specification and drawings, bidders technical bid and priced bill of quantities. No other terms and conditions put forward at any time by a bidder shall form part of the contract.

26.2. The Bank shall inform bidders of the decision in writing. Unsuccessful bidders have the right to be debriefed upon request to the Bank within two (2) working days from the date of the letter of notification.

27. Authorized Representative – Bidders should provide the Bank with up to two authorized representatives. If necessary, the Bank will contact bidders through the authorized representative. The Bank will assume that the representative is authorized to act on behalf of the bidder and bind the bidder to any response. The Bank is not responsible for contacting bidders through any route other than via the authorized representative.

28. Sustainable Procurement – the Bank is committed to managing its business affairs 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.

29. Confidentiality and Disclosure and Access to Information

29.1. The Bank is committed to make public all information in its possession unless there is a compelling reason for confidentiality. Bidders should notify the Bank if the information provided is confidential and should not be disclosed to the public. The Bank will endeavor to maintain confidentiality of confidential information and evaluation of bids. The Bank reserves the right to disclose information in accordance with its policy on Disclosure and Access to Information which can be found on its website.

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

Tonia KANDIERO
Resident Representative
African Development Bank Group
Tanzania Country Office
Email: earctender@afdb.org

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ITB – Open Competition

CGSP/ /_ /_ Version 1.0 Revised

International House, 6th Floor, Garden Avenue, P.O. Box 8024, Dar es Salaam, Tanzania. Tel: (255) 22 2122251/2 Fax: (255) 22 2122253 e-mail: earctender@afdb.org Internet: www.afdb.org
## ANNEX 1 – BID DATA SHEET

The numbering below refer to the appropriate numbering of the Instructions to Bidders.

| § 9  | Requests for clarification and/or request for change to the ITB should be sent in writing: (i) by telefax (at the fax number +255 22 2125283), (ii) by electronic mail: earctender@afdb.org; The request should be received by the Bank no later than: [29th September 2015, 13:00hrs]. No request will be accepted or responded to after the deadline. |
| § 10 | Site visits and pre-bid meeting: [YES]. The site visit is a mandatory requirement: [YES] [2nd October 2015, at 10.00 hours, at Tanzania Country Office, International House, 5th Floor, Garden Avenue] |
| § 11 | The works are divided into lots [NO] Bidders can submit a bid for one or multiple lots [NO] |
| § 13 | The language of bids and all correspondence is: English The key passage of all accompanying printed literature in any other language must be translated into the above language. |
| § 14 | The prices shall be expressed in USD |
| § 15 | Alternative bids are accepted: [NO] |
| § 16 | The minimum validity period of the bid is: 90 days from the deadline for receipt of bids. |
| § 17 | Bid security is required [NO] |
| § 18 | Performance security is required: [NO] |
| § 19 | Advance payment is provided: [NO] |
| § 20 | The Bank shall retain 10% of the contract sum until the end of the defects liability period: [NO] |
| § 21 | The deadline for receipt of bids is 15th October 2015, 16:00hours Local time |
The text to be glued on the outer envelope of the bid submitted by mail, courier or hand-delivery is:

**Resident Representative**
**African Development Bank Group**
**Tanzania Country Office**
**International House, 5th Floor, Garden Avenue, P.O. Box 6024, Dar es Salaam, Tanzania**

**ITB – DO NOT OPEN UNTIL ON BID OPENING DAY**

Referenc: ADB/ITB/TZFO/2015/0098 [PROVISION OF INTERNET BASED NETWORK SOLUTION TO THE AFRICAN DEVELOPMENT BANK]

**ITB Closing Date and Time:** 15th October 2015, 15:00hours Local time

Any bid delivered by hand must be delivered to this address.

**§ 24**

To qualify for evaluation, bidders (including any individual, corporation each partner in a joint venture/partnership/association) must meet the following pass/fail qualification criteria:

**Eligibility Criteria:** Interested bidders must originate from one of the Bank's member countries, be established under the laws of a member country, the majority of the capital is owned by nationals of member countries who are settled in one of the member states. Any materials, equipment and services used in the performance of the contract shall have their origin in eligible source countries. Bidders should refer to the Bank's eligibility requirements in the ITB.

**Exclusion Criteria:** the bidder should not be subject to any exclusion criteria as defined in the Bank's Rules and Procedures for Procurement. Bidders should refer to the Bank's eligibility requirements in the ITB.

**Financial Criteria:** An average turnover of at least USD 300,000.00 per annum for the last three years [2012, 2013, 2014 or latest]. Interested bidders must demonstrate current soundness of their financial position and its long-term profitability.

**General and Specific Experience Criteria:** Interested bidders should have a minimum of 5 years' experience and shall have successfully implemented as a prime contractor in the respective industry, at least three work projects of a similar nature and complexity (to comply with this requirement, works cited should be at least 70% complete).

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

A Project Manager (Engineer) with a minimum five years experience in works of an equivalent nature and volume and must be a Certified Cisco Engineer (CCNA/CCNP)

Attendance at mandatory **site visit and pre-bid meeting.**

**Conflict of Interest:** Interested bidders should not have an actual or potential conflict of interest that would call into question their participation in the procurement process and award of contract.
ANNEX 2 – TERMS OF REFERENCE

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 remains 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, Field Offices and general public, by implementing WEB project (internet, intranet and extranet). 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 13Mbps OR 15Mbps connectivity - Please note that the Bank will choose only one option to subscribe from the given - Bandwidth capacities.
- Service level of 99.99% availability and a service downtime not exceeding 30 min per incident
- Provision of Wireless backup link
- /29 public IP addresses
- The bidder’s tier 1 backbone should be optic fibber
- 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

Internet Services

1. Review the Bank’s requirements for integration of its premises located in Dar es Salaam at International House Building, 5th Floor, and Garden Avenue into its Wide Area Network (WAN).
2. Review eventually existing firewall and VPN concentrator hardware and software to ensure compatibility with bidder’s customer premise equipment (CPE) and suggest any hardware and software upgrades required.
3. Provide stable full TCP/IP Internet services
4. Provide an optic fiber connectivity at 13Mbps or 15Mbps 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)
5. Provide Wireless backup link

Hardware & Software Installation

6. Install hardware and software products required for providing the Bank with the Internet feed
7. 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

- High 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

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. Equipment to be installed should be of the latest model.

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 acquire 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 circuit at 13Mbps or 15Mbps with 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 award of contract by the Bank.

EXPECTED SERVICE LEVELS

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<tr>
<th>SLA indicator</th>
<th>SLA Value</th>
<th>Comments</th>
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<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</td>
<td>milliseconds</td>
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<tr>
<td>3 Tier 3 backbone round trip latency</td>
<td>Less than or equal to 200 milliseconds</td>
<td></td>
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<tr>
<td>4 Packet Loss</td>
<td>Less than 0.5 %</td>
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<tr>
<td>5 Pack Jitter</td>
<td>Less than</td>
<td>10 milliseconds</td>
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<td>6 Mean time to repair</td>
<td>1 hour</td>
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Credit allocation policy

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<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 in countries specified in Annex 7. 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.

DOCUMENTS TO BE PROVIDED

1. Financial Bid Questionnaire (Annex 5)
2. 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;
3. Audited financial statements for the past 3 years (2012, 2013, 2014 or latest)
4. Project plan for the management of the contract including delivery lead time, installation, commissioning and maintenance
5. 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 2012, 2013 and 2014 or latest
6. Qualifications and level of competency of each key staff to be assigned to the execution of the contract (use format as described in Appendix G (No. 11));
7. 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 Statement Of Conformity form, fully completed and signed (using format as described in Annex 4, Appendix A )
   - The overall quotation (free and clear of all taxes).
   - The contract initialed and stamped on each page

EXPECTED COMMENCEMENT DATE

The provision of the Internet based Network Solution will commence on 1 December 2015

DURATION OF PROJECT

The provision of the Internet service should commence on 1 December 2015 and will be for a period of three (3) years with a possibility of renewal once for a period of One (1) year based on satisfactory performance
ANNEX 3 – EVALUATION CRITERIA

1) A qualification (pass/fail) assessment will be carried out to determine whether bids meet the qualification criteria. The qualification (pass/fail) questionnaire is set out in Annex 4.

2) Bids determined to meet the qualification criteria shall be considered for technical evaluation. Bids not meeting all the qualification criteria will be rejected.

3) A one-stage process shall be adopted in evaluating bids.

4) The Bank will carry out a detailed examination of the bids to determine whether the technical aspects are in compliance with the technical specification and conditions. Bidders who meet the technical specification and conditions will be considered for the next stage. Bidders who do not meet the technical specification and conditions will be rejected and the bid shall be destroyed or returned to the bidder, at its own cost, if so requested. The technical evaluation questionnaire is set out in Annex 4.

5) The financial bids will be checked for completeness and corrected for computational errors. The financial bids will be ranked according to price – this is the whole life cost of the project. The bidder offering the lowest evaluated quoted price will be ranked first.

6) The contract will be awarded to the bidder who meet each qualification criteria, the technical bid conforms with the technical specification and conditions and offers the lowest evaluated quoted price.
ANNEX 4 – TECHNICAL BID QUESTIONNAIRE

STATEMENT OF CONFORMITY

To the African Development Bank
Tanzania Country Office
International House, 5th Floor, Garden Avenue,
P.O. Box 6024,
Dar es Salaam, Tanzania
Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the invitation to Bid (ITB) No ADB/ITB/TZFO/2015/0098 and have no reservations to the ITB including addendum issued;
(b) We offer to provide the works in conformity with the ITB and in the rates and prices indicated in the Bill of Quantities form included in our bid;
(c) 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 ITB shall not be applicable to any resulting contract;
(d) Unless otherwise provided in the ITB, the prices quoted will remain fixed for the duration of the contract;
(e) Our bid shall be valid for the period indicated in the ITB 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 of any value to Bank staff;
(h) We understand that if we withdraw our bid after the closing date, the Bank may decide to exclude us from future procurements;
(i) We, including any subcontractors or suppliers for any part of the contract, have disclosed all pending litigation;
(j) We, including our subcontractors or suppliers for any part of the contract, have nationalities from eligible countries;
(k) 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;
(l) If we are a government department, agency or government owned entity, we are legally and financially autonomous and operate under commercial law.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in our country and the country where the works are performed. We understand that this bid, together with your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the bid with the lowest evaluated quoted price or any other bid that you may receive.

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

Name

In the capacity of

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

CGSP/___/___ Version 1.0 Revised
**BIDDER INFORMATION SHEET**

1. Bidder’s Legal Name:

2. In case of Joint Venture, Consortium or Association (JVCA), 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 JVCA, letter of intent to form a legally enforceable JVCA including a draft agreement, or JVCA agreement.
   - In case of government owned entity from the Bank’s 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 JVCA INFORMATION SHEET

All bidders of an existing or intended JVCA should complete this form and provide the information requested.

1. Bidder's Legal Name:

2. JVCA's Party legal name:

3. JVCA's Party Country of Registration, Constitution or Incorporation:

4. JVCA's Party Year of constitution or registration into a legally enforceable JVCA:

5. JVCA's Party Legal address in Country of Registration, Constitution or Incorporation:

6. JVCA'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.
   - In case of JVCA, letter of intent to form a legally enforceable JVCA including a draft agreement, or JVCA agreement
   - In case of government owned entity from the Bank's 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

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments from Bidders</th>
<th>Description of evidence provided by bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint Venture, Consortium or Association</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### STATEMENT OF CONFORMITY

- **Must meet requirement**
- **Existing or intended JVCA must meet requirement**
- **Must meet requirement**
- **N/A**

A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity in the format provided.

A power of attorney shall be attached, if applicable.

The document must be signed and returned in the format provided for a PASS.
<table>
<thead>
<tr>
<th>ELIGIBILITY CRITERIA</th>
<th>Must meet requirement</th>
<th>Existing or intended JVCA must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder originates 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,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>memorandum of association (if available), information on the capital structure and</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>legal status of the company.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The goods, works and services offered originate 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, operating license, information on origin of goods,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>works and services.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>**A bidder and the goods, works and services offered must originate from a member</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>state of the Bank for a PASS.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Joint Venture, Consortium or Association (if applicable)</strong></td>
<td>N/A</td>
<td>Existing or intended JVCA must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
<tr>
<td>The bidder has included a JVCA agreement, or letter of intent to form a legally</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>enforceable JVCA including a draft agreement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has nominated a lead partner who has the authority to conduct all business</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>for and on behalf of all partners and enter into the contract.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Provide contact details of lead partner and power of attorney signed by a legally authorized representative of all partners.

The bidder must provide a JVCA agreement or letter of intent to form a legally enforceable JVCA and draft agreement, contact details of the lead partner and power attorney for a PASS.

<table>
<thead>
<tr>
<th>EXCLUSION CRITERIA</th>
<th>Must meet requirement</th>
<th>Existing or intended JVCA must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder is bankrupt or being wound 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.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder, including its affiliates, has engaged with the Bank to provide consulting services for the preparation or implementation of the services that is the subject of the ITB.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has fulfilled its obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payment under the law of the country in which the firm is established or where the contract is to be performed.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder is a government department or agency, or government-owned enterprise?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
If yes, provide evidence to demonstrate legal and financial autonomy and operation under commercial law.

The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?

The bidder has been subject to a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial and/or other interests of the Bank.

The bidder has been debarred or cross-debarred by the Bank.

**A bidder must not be subject to any exclusion criteria for a PASS**

**FINANCIAL STANDING**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>See below</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has a minimum turnover of at least <strong>USD 300,000.00</strong> for the last three years 2012, 2013, 2014 or latest.</td>
<td></td>
</tr>
<tr>
<td>Must meet requirement</td>
<td></td>
</tr>
<tr>
<td>Existing or intended JVCA must meet requirement</td>
<td></td>
</tr>
<tr>
<td>Must meet at least 25% of the requirement</td>
<td></td>
</tr>
<tr>
<td>Must meet 50% of the requirement</td>
<td></td>
</tr>
<tr>
<td>The bidder can demonstrate sound financial performance?</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>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 2012, 2013, 2014 or latest.</td>
<td></td>
</tr>
<tr>
<td>If audits are not required by the laws of the bidders’ country of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years 2012, 2013, 2014 or latest.</td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Must meet requirement</th>
<th>Existing or intended JVCA must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
</table>

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

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International House, 5th Floor, Garden Avenue, P.O. Box 6024, Dar es Salaam, Tanzania. Tel: (255) 22 2125281/2-Fax: (255) 22 2125283 – e-mail: csp@afdb.org - Internet: www.afdb.org
<table>
<thead>
<tr>
<th>GENERAL AND SPECIFIC EXPERIENCE</th>
<th>See below</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has been in business for the past five(5) years</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>If yes, provide evidence, such as, information on the bidder’s company (description, including a short history, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business).</td>
<td></td>
</tr>
<tr>
<td>The bidder has experience in at least three (3) similar contracts as a prime contractor within the last three (3) years, which have been successfully and/or substantially (at least 70%) completed. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the ITB. If yes, provide general description of similar works undertaken as a prime contractor in the last 3 years.</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The bidder must have been in business for the last five (5) years and has the experience and capability to provide the services required for a PASS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION</td>
</tr>
<tr>
<td>The bidder has had a contract(s) terminated in</td>
</tr>
</tbody>
</table>

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ITB – Open Competition

CGSP/____, Version 1.0 Revised

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the last three (3) for unsatisfactory performance or default.

Bidders should complete the litigation history form.

The bidder is involved in litigation that represents more than 25% - 100% percent of the bidder's net worth.

Bidders should complete the litigation history form.

**The bidder must demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to provide the required services for a PASS.**

<table>
<thead>
<tr>
<th>PROJECT MANAGER</th>
<th>Must meet requirement</th>
<th>Existing or intended JVCA must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has a project manager (engineer) with a minimum of five (5) years experience in works of a similar nature and volume.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, provide details of the qualification and experience of the project manager in undertaking similar works.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Project Manager is a Certified Cisco Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide certification / evidence that the individual is a Certified Cisco Engineer.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**The bidder must, at the closing date of the ITB, have a project manager, registered with the relevant institute, possessing the relevant qualification, with a minimum of five years experience in works of an equivalent nature for a PASS.**
<table>
<thead>
<tr>
<th>Registration with the National Communications Regulatory Authority</th>
<th>Must meet requirement</th>
<th>Existing or intended JVCA must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder must be registered with Tanzania Communications Regulatory Authority (TCRA) If yes, provide certificate or other evidence of current registration.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder must be registered, at the closing date of the ITB, with the relevant communications regulatory body for the work required for a PASS.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Visit / Pre-Bid Meeting (if mandatory)</td>
<td>Must meet requirement</td>
<td>Existing or intended JVCA must meet requirement</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>The bidder attended the site visit and pre-bid meeting.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder must attend the site visit and pre-bid meeting for a PASS.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conflict of Interest</td>
<td>Must meet requirement</td>
<td>Existing or intended JVCA must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
<tr>
<td>The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder has no actual or potential conflict of interest to call into question its participation in the procurement process and award of contract for a PASS.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A bidder must PASS all above criteria to be considered for the next stage.

<table>
<thead>
<tr>
<th>Remarks</th>
<th>(Accept/Reject for the next stage)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix E

LITIGATION HISTORY

Name of Bidder:

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 should 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></td>
<td>Name of Purchaser: Address of Purchaser: Description of services: Award date: Termination date: Reason for termination:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser: Address of Purchaser: Description of services: Award date: Termination date: Reason for termination:</td>
<td></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></td>
<td>Name of Purchaser: Description of services: Address of Purchaser: Matter in dispute:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser: Description of services: Address of Purchaser: Matter in dispute:</td>
<td></td>
</tr>
</tbody>
</table>
CONFLICT OF INTEREST DISCLOSURE FORM

Name of Bidder:  
ITB Reference:  

It is the Bank's policy to ensure fairness and integrity in its procurement process. All bidders (including their affiliates, partners in joint venture, suppliers and subcontractors) are required to disclose any actual or potential conflict of interest. Bidders should respond to the questions below and provide information pertaining to any relationship/connection with the Bank.

<table>
<thead>
<tr>
<th>Bidders Response</th>
<th>Comments /Information on any relationship/connection with the Bank</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 directly 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?

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

Have you hired any Bank staff directly 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.

b) We have disclosed all actual or potential conflict of interest.

We understand that the Bank will determine, in its sole discretion, whether any conflict of interest disclosed will result in rejection of our bid from the procurement process.

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

Appendix F
Appendix G

TECHNICAL EVALUATION

Bidders should provide the information required. The Bank will carry out a detailed examination of the bids to determine whether the technical aspects are in compliance with the technical specification and conditions.

The evaluation of the bidder's technical proposal shall include an assessment of the bidder's technical capacity to mobilize key equipment and personnel for the contract, consistent with its proposal regarding work methods, scheduling and material sourcing, in sufficient detail, and fully in accordance with the requirements.

1. Bidders and each partner to a JVCA should provide information on their current commitments on all contract that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which a full completion certificate has yet to be issued.

<table>
<thead>
<tr>
<th>Contact details of client – address (telephone/fax)</th>
<th>Value of outstanding work (current US$ equivalent)</th>
<th>Estimated completion date</th>
<th>Average monthly invoicing over last six months (US$/month)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

2. Bidders should provide a comprehensive description of the proposed major items of equipment for carrying out the works.

<table>
<thead>
<tr>
<th>Type of equipment and characteristics</th>
<th>Description, make, model, year of manufacture</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom or to be purchased (from whom) (including lease agreements, where relevant)</th>
</tr>
</thead>
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</table>

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ITB – Open Competition

CGSP/_/___ Version 1.0 Revised

International House, 6th Floor, Gerden Avenue, P.O. Box 6024, Dar es Salaam, Tanzania. Tel: (255) 22 2125261/2-Fax: (255) 22 2125263 – e-mail: einfo@afdb.org - Internet: www.afdb.org
3. Bidders and each partner to a JVCA should provide details of work performed as prime contractor on works of a similar nature and volume over the last three years. Bidders should complete one table per contract.

<table>
<thead>
<tr>
<th>Contract Number/Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Identification</td>
<td></td>
</tr>
<tr>
<td>Country of contract performance</td>
<td></td>
</tr>
<tr>
<td>Award date</td>
<td></td>
</tr>
<tr>
<td>Completion date</td>
<td></td>
</tr>
<tr>
<td>Role in Contract</td>
<td>Contractor</td>
</tr>
<tr>
<td>Value of contract</td>
<td>US$__________________</td>
</tr>
<tr>
<td></td>
<td>Subcontractor</td>
</tr>
<tr>
<td></td>
<td>US$__________________</td>
</tr>
<tr>
<td>If partner in a JVCA or subcontractor, specify participation in total contract amount</td>
<td></td>
</tr>
<tr>
<td>If the contract is not completed, what percentage and total contract value has been completed</td>
<td></td>
</tr>
<tr>
<td>Provide details of work undertaken by subcontractor, if any, and percentage of total contract value.</td>
<td></td>
</tr>
<tr>
<td>Client's Name:</td>
<td></td>
</tr>
<tr>
<td>Address of Client:</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Fax number:</td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
</tr>
<tr>
<td>Description of the similarity of work undertaken in accordance with the Bank's requirements:</td>
<td></td>
</tr>
<tr>
<td>- Special contractual / technical requirements:</td>
<td></td>
</tr>
<tr>
<td>- Type of contract</td>
<td></td>
</tr>
<tr>
<td>- Physical size:</td>
<td></td>
</tr>
<tr>
<td>- Complexity:</td>
<td></td>
</tr>
<tr>
<td>- Methods/technology</td>
<td></td>
</tr>
<tr>
<td>- Other characteristics</td>
<td></td>
</tr>
</tbody>
</table>
4. Bidders should provide a comprehensive description of the proposed major items of equipment for 
carrying out the works.

<table>
<thead>
<tr>
<th>Type of equipment and characteristics</th>
<th>Description, make, model, year of manufacture</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom or to be purchased (from whom) (including lease agreements, where relevant)</th>
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</tbody>
</table>

5. Bidders should provide a list of the proposed subcontractors and suppliers to be involved in the contract, 
setting out the subcontractors and suppliers experience in the last three years relating to the part of the 
contract they will be performing.

<table>
<thead>
<tr>
<th>Section(s) of work to be performed</th>
<th>Value of subcontract</th>
<th>Name and address of subcontractor</th>
<th>Experience in similar works</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

6. Bidders should provide a comprehensive work programme and technical information, including drawings, 
charts, as necessary, to comply with the requirements. The work programme should not exceed the period 
for completion of all works.

7. Bidders should provide a comprehensive method statement showing how it intends to carry out the 
works to conform to the requirements. The method statement will be updated in accordance with the 
conditions of contract.

8. Bidders should provide a comprehensive mobilization schedule detailing the action plan for the period 
between the award of contract and commencement of work, to include mobilization timetable, risk registers, 
mobilization and deployment of equipment and personnel.

9. Bidders should provide a comprehensive construction schedule detailing the series of events or plan of 
actions to finish the project. The response should identify the critical path.

10. Bidders should provide a detailed site organization plan detailing how it intends to organize a safe and 
healthy construction site, including traffic management, materials storage and waste management, meeting 
local administrative requirements, if relevant.
11. Bidders should provide details on the qualification and experience of key personnel proposed for the administration and execution of the contract, including the proposed Project Manager. Bidders should complete one table per individual.

<table>
<thead>
<tr>
<th>Proposed Position:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm:</td>
</tr>
<tr>
<td>Name of Staff:</td>
</tr>
<tr>
<td>Profession:</td>
</tr>
<tr>
<td>Date of Birth:</td>
</tr>
<tr>
<td>Years with Firm in proposed position:</td>
</tr>
<tr>
<td>Nationality:</td>
</tr>
<tr>
<td>Membership in Professional Body:</td>
</tr>
<tr>
<td>Detailed tasks to be assigned under the Contract:</td>
</tr>
<tr>
<td>Key Qualifications - Give an outline of key staff member's experience and training most pertinent to tasks assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use up to half a page.</td>
</tr>
<tr>
<td>Education - Summarize college/university and other specialized education, giving names of schools, dates attended and degrees obtained. Use up to a quarter page.</td>
</tr>
<tr>
<td>Employment Record - Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three-quarters of a page.</td>
</tr>
<tr>
<td>Languages - Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor.</td>
</tr>
</tbody>
</table>
ANNEX 5 – FINANCIAL BID QUESTIONNAIRE
Appendix A

BILL OF QUANTITIES/SCHEDULES OF PRICES

To: African Development Bank
Tanzania Country Office
International House, 5th Floor, Garden Avenue
P.O. Box 6024, DAR ES SALAAM
TANZANIA

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price USD</th>
<th>Amount USD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EQUIPMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision, installation, and commissioning of a fully managed Internet Services over a terrestrial fiber optic connectivity to support voice, video and data services through a virtual private network (VPN) tunnel with Quality of Service (QoS)</td>
<td>Each</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Option 1</strong>: Monthly recurring charge (13Mbps)</td>
<td>month</td>
<td>36 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Option 2</strong>: Monthly recurring charge (15Mbps)</td>
<td>month</td>
<td>36 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Discount offered</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>General Total</strong></td>
<td></td>
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</tbody>
</table>

Delivery required at: The address specified.
Delivery Terms: Delivery Duty unpaid
Delivery date: 
Warranty/ Guarantee offered: 
Quotation Valid till: 
Currency stated in USD: 
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

*Please note that the Bank will choose only one option to subscribe from the two Bandwidth capacities.
<table>
<thead>
<tr>
<th>Description of Event (this is the milestone event which triggers amount due to the supplier. Following the milestone event, the supplier will need to submit an invoice including the evidence required to be paid)</th>
<th>Contract Amount (this could be a percentage of the contract value or a set amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. (a) Delivery of equipment to the Bank; Installation testing/acceptance and commissioning of equipment (b) Training provided to minimum of 4 Bank staff</td>
<td>Installation and Commissioning Costs paid on invoicing.</td>
</tr>
<tr>
<td>2. Monthly Internet Service provision recurring Charges</td>
<td>Paid Quarterly on invoicing and in advance.</td>
</tr>
</tbody>
</table>
ARTICLE 4: ELIGIBILITY

4.1 Goods, services and works procured by the Bank shall be produced in a Member country and supplied by contractors from a Member country unless a waiver of Article 17(1)(d) of the Agreement establishing the Bank is granted.

4.2 The nationality of a bidder or contractor shall be in accordance with the following rules:

a) **Natural Persons**: 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 bid is that of a Member Country of the Bank.

b) **Corporations**: a corporation is eligible if its satisfies the following criteria:
   
   o It is incorporated in a country that is a Member of the Bank;
   
   o It is a national of a country that is a Member of the Bank, as determined by the law of its place of incorporation;
   
   o It has its principal place of business in a country that is a member of the Bank.

c) **Joint Ventures and Associates**: an unincorporated joint venture, partnership, or other association shall be eligible if at least 50% of its individual or corporate members satisfy the eligibility requirements for natural persons or corporations.

4.3 In order to be eligible:

   a) goods to be procured must have been mined, grown, or produced in the form in which they are purchased, in an Eligible Member Country;

   b) services shall be supplied by service providers from a Member Country;

   c) for works contracts, which may include civil works, plant construction, or turnkey contracts, the contractor must satisfy the nationality criteria of eligibility, either as a natural person, or corporation, or joint venture and association. Labour, equipment, and materials needed for carrying out the works contracts, shall be supplied from eligible Member countries.

4.4 A vendor or contractor, including 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 or works (other than a continuation of earlier consulting services) for the same assignment.

4.5 Any individual, corporation or joint venture/partnership/association participant shall be excluded at any stage of a competitive procurement process if it:

   a) has become bankrupt, or is being wound 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; or
b) 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 firm is established or where the contract is to be performed; or

c) is a government department or agency, or government-owned enterprise, that cannot establish that it (i) is legally and financially autonomous, and (ii) operates under commercial law; or

d) has been convicted of a criminal offence relating to the conduct of its business or profession; or

e) has been the subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial and/or other interests of the Bank; or

e) has been debarred or cross-debarred by the Bank.
## ANNEX 7 – LIST OF MEMBERS COUNTRIES OF THE AFRICAN DEVELOPMENT BANK

### REGIONAL COUNTRIES

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Algeria</td>
<td>2.</td>
<td>TANZANIA</td>
</tr>
<tr>
<td>17.</td>
<td>Equatorial Guinea</td>
<td>18.</td>
<td>Eritrea</td>
</tr>
<tr>
<td>29.</td>
<td>Madagascar</td>
<td>30.</td>
<td>Malawi</td>
</tr>
<tr>
<td>33.</td>
<td>Mauritius</td>
<td>34.</td>
<td>Morocco</td>
</tr>
<tr>
<td>37.</td>
<td>Niger</td>
<td>38.</td>
<td>Nigeria</td>
</tr>
<tr>
<td>41.</td>
<td>Sao Tome &amp; Principe</td>
<td>42.</td>
<td>Senegal</td>
</tr>
<tr>
<td>45.</td>
<td>Somalia</td>
<td>46.</td>
<td>Sudan</td>
</tr>
<tr>
<td>49.</td>
<td>Tanzania</td>
<td>50.</td>
<td>Togo</td>
</tr>
<tr>
<td>53.</td>
<td>Zambia</td>
<td>54.</td>
<td>Zimbabwe</td>
</tr>
</tbody>
</table>

### NON REGIONAL COUNTRIES

<p>| | | | |</p>
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<tbody>
<tr>
<td>1.</td>
<td>Argentina</td>
<td>2.</td>
<td>Austria</td>
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<tr>
<td>5.</td>
<td>Canada</td>
<td>6.</td>
<td>China</td>
</tr>
<tr>
<td>9.</td>
<td>France</td>
<td>10.</td>
<td>Germany</td>
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<tr>
<td>17.</td>
<td>Norway</td>
<td>18.</td>
<td>Portugal</td>
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<tr>
<td>21.</td>
<td>Sweden</td>
<td>22.</td>
<td>Switzerland</td>
</tr>
<tr>
<td>25.</td>
<td>United States of America</td>
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</tbody>
</table>

| 7. | Cameroon | 8. | Cape Verde |
| 15. | Djibouti | 16. | Egypt |
| 19. | Ethiopia | 20. | Gabon |
| 23. | Guinea | 24. | Guinea Bissau |
| 27. | Liberia | 28. | Libya |
| 31. | Mali | 32. | Mauritania |
| 35. | Mozambique | 36. | Namibia |
| 39. | Republic of South Africa | 40. | Tanzania |
| 43. | Seychelles | 44. | Sierra Leone |
| 47. | Sudan South | 48. | Swaziland |
| 51. | Tunisia | 52. | Uganda |
| 4. | Brazil |   |   |
| 8. | Finland |   |   |
| 12. | Italy |   |   |
| 16. | Netherlands |   |   |
| 20. | Spain |   |   |
| 24. | United Kingdom |   |   |

International House, 5th Floor, Garden Avenue, P.O. Box 6024, Dar es Salaam, Tanzania. Tel: (255) 22 2125281/2-Fax: (255) 22 2125283 - e-mail: eartender@afdb.org - Internet: www.afdb.org
ANNEX 8 – DRAFT CONTRACT

CONTRACT FOR PROVISION OF INTERNET BASED NETWORK SOLUTION TO
THE AFRICAN DEVELOPMENT BANK FIELD OFFICE IN TANZANIA

THIS CONTRACT is entered into by and between

THE AFRICAN DEVELOPMENT BANK (hereinafter called "the Bank", an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE D’IVOIRE and its Tanzania Country Office having its offices at International House, 5th Floor, Garden Avenue, Dar es Salaam, Tanzania on of the one part

And

XXXXXXXXXXXXXXXXX, hereinafter called the Service Provider a company duly incorporated and existing under the laws of XXXXXXXXXXXXX, Trade Register No XXXXXX whose principal place of business is located at XXXXXXXXXXXXXXXXXXXX, of the other part.

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

The Parties hereto agree as follows:

(i) The Supplier represents and warrants that it possesses the competence and resources to supply and perform the Services (as defined in Terms of Reference which serve as an integral of the present Contract).

(ii) The Supplier agrees to provide the Services according to the timeline set out in each relevant document in TANZANIA.

The following documents (hereinafter referred to as "Contract Documents"), shall be deemed to form, and be read and construed as integral part of this Agreement, viz.:

Annex 1: Terms of Reference
Annex 2: Service Provider’s Technical Proposal
Annex 3: Price Schedule
Annex 4: General Terms and Conditions for the Purchase of Goods, Works and Services
Annex 5: Service Level Agreement
Annex 6: Supplier Performance Evaluation
DEFINITIONS:

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

(i) "Contractor" means the Internet Service Provider 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) "SubContractor" means any Internet Service Provider firm named in this Contract as SubContractor 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.
SCOPE OF SERVICE

1.1 The Service Provider shall provide the Bank with a minimum at 13 or 15Mbps Broadband Internet Connection Service connection to the Bank's office located at International House, 5th Floor, Garden Avenue, Dar es Salaam, TANZANIA.

1.1.1 The Connection will be provided with an availability of not less than Ninety-Nine point nine nine per cent (99.99%) up time calculated over a period of three (3) year.

1.2 The Bank shall provide to the Service Provider such access to its premises, electrical and Ethernet connections and any other Service Provider requirements as may be necessary to install and ensure the efficient and effective functioning of the Service.

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 Servisco Provider shall commence the Services no later than 1st December 2015, (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 three (3) year, with effect on 1st December 2015. In accordance with TOR, this contract may be extended for one or more period(s) of one (1) year with the aggregate time period of the original contract plus all combined extensions not to exceed four (4) years.

2.2.2. In the event that a Service Provider is not selected prior to the contract expiration date or by termination by the Bank, it shall be incumbent upon the Service Provider 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.
PAYMENT FOR THE SERVICES

3.1 The Bank will pay to the Service Provider an amount not exceeding xxxxxxxxxx (xx,xxx.00) for the initial installation of the Service. Payment shall be effected upon system acceptance, following receipt of invoice.

3.2 The Bank will pay to the Service provider a monthly service fee not in advance of xxxxxxxxxx, on presentation of a quarterly invoice for services that have been provided.

3.3 The Bank will ensure that payment is made within 30 days of receipt of the invoice. Payments shall be made by Bank Transfer (SWIFT) or such other method that may be agreed between the parties from time to time to the following s account:

Name of the Bank:
Address of the Bank:
Account number:

3.4 Payment of the Contract Amount shall be in accordance with the modalities specified in Annex III to this Contract.

3.4 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.

3.5 EXCLUSION OF ESCALATION OF PRICES

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

3.4 The Bank, its assets, property, operations, transactions and income are exempt from all forms of taxation in accordance with the provisions of the Agreement establishing the African Development Bank. Accordingly, the Service Provider shall not claim from the Bank any taxes, levies, license fees or any other such charges in relation to this Contract which are paid or may be payable to the municipal/local Council or any other responsible Authority in relation to this Contract and or the Services provided under this Contract.
SERVICE STANDARDS

4.1 For each accumulative hour of Service Unavailability as defined below that falls below the 99.99% guarantee, the Bank shall be credited with an amount equal to the pro rata charge for each hour of downtime.

4.1.1 “Service Unavailability” is the number of minutes that the Service was not available to the Bank, outside of the 99.99% guarantee, but will not include unavailability resulting from:

- Service Provider scheduled network maintenance (outside of normal working hours and with notice of at least twenty four (24) hours);
- Bank works or related activities in the area of or having a possible impact on the Service Provider’s equipment and with notice of at least seventy-two (72) hours;
- The Bank’s applications, equipment, or facilities.
- Acts or omissions of the Bank, or any use of the Service authorized by the Bank.
- Reasons of Force Majeure.
- Any act or omission of another network operator.

4.2 At the Bank’s request, the Service Provider will calculate the Bank’s ‘Network Unavailability’ for any calendar month. The Bank will maintain its own downtime log which will be used together with the Service Provider’s calculation to arrive at a consensus on the total number of hours the credit is to be effected for each month.

4.3 The Service Provider shall provide remote support to the Bank. The remote support email available to the Bank for any complaints or queries is XXXXXXX and the Call Center Support line is XXXXXXX (the Bank shall provide the Service Provider with the telephone number of the Technical contact who shall be calling the Service for service).

4.3.2 The Bank shall identify problems with the Service to the Service provider immediately they are discovered.

4.3.3 The Service Provider shall provide customer support and troubleshooting services as a minimum during weekdays between 8:00 h. and 17:00 h. and shall inform the Bank of service availability outside those hours. The Service provider shall also ensure that there is a qualified technician available for urgent services 24 hours per day, seven days per week.
4.3.4 The Service Provider shall respond within no more than one (1) hour on weekdays
(Monday – Friday) and twelve (12) hours over the weekend, except for where
delay is caused by reasons of Force Majeure.

4.3.5 Where the Bank cannot get through to the Call Center support line, the second call
should be made to the Account Manager, where this fails the third call should be
made to the Data Manager. The contact details of the Account Manager and Data
Manager shall be provided to the Bank on request.

4.4 If at any time during performance of this Contract, the Service Provider should
encounter conditions impeding timely delivery of and the performance of the
Services, the Service Provider shall promptly notify the Bank in writing of the
delay, its likely duration and its cause(s). As soon as practicable after receipt of
the Service Provider’s notice, the Bank shall evaluate the situation and may at its
discretion extend the Service Provider’s time for performance or terminate the
Contract.

OWNERSHIP OF DATA SERVICES EQUIPMENT

5.1 This is a contract for the provision of Services. Any equipment provided by the
Service Provider and used for the establishment and provision of the Services
shall remain the exclusive property of the Service Provider; and nothing herein
contained shall be construed as granting to the Bank any right in or to equipment.

5.2 For any software damage of the equipment, the Service Provider shall replace the
damaged equipment at no charge to the Bank. For any physical damage to the
equipment located within the Bank’s premises such as any breakage or fire or
water damage caused by the Bank, the Bank shall pay a replacement fee, the cost
of which shall vary and be negotiated depending on the damage incurred.

FORCE MAJEURE

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

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

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

7.1 ASSIGNMENT

The Service Provider 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.

7.2 SUB-CONTRACTING

The Service Provider shall notify the Bank in writing of all sub-contracts awarded hereunder if not previously specified in its bid. Notwithstanding such prior notification, the Service Provider 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.

7.3 NO PREJUDICE

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

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

8.1 CONFIDENTIALITY

The Service Provider shall not at any time communicate to any unauthorized person or entity any confidential information disclosed to the Service Provider for the purpose of the Services or discovered by the Service Provider in the course of the Services. Nor shall the Service Provider 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.
8.2 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 Service Provider prior to delivery to the Bank. The Service Provider may retain copies thereof, provided, however, that such material shall not be used by the Service Provider for purposes unrelated to this Contract without the prior written approval of the Bank.

8.3 SURVIVAL

The provisions of this Article 8 shall survive termination of this Contract.

DISPUTE RESOLUTION

9.1 The Bank and the Service Provider shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (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.

9.2 If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the Service Provider have been unable to amicably resolve the dispute or disagreement, either party shall have the right to initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration (LCIA) shall act as the appointing authority. The arbitration shall take place in London, England. The language to be used in the arbitral proceedings shall be English. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. Neither the parties, nor the Arbitrator, nor the Appointing authority shall disclose the existence, consent, or results of any arbitration except with the prior written consent of both parties.

9.3 The Arbitrator shall abide by the rules of Ethics for international Arbitrators established by the international bar association. The authority of the Arbitration Tribunal to grant relief is subject to the terms of this Arbitration clause, the terms of this agreement, and the law governing the Contract. The Arbitration Tribunal shall have no authority to award exemplary, punitive, or treble damages.
9.4 Nothing in this Contract shall operate or be construed as a waiver, renunciation or other modification of any right, privilege, immunity and exemption accorded to the Bank under the Agreement establishing the Bank, or under any applicable law.

9.5 Should the Bank be in breach of this Contract and all avenues to address the breach as stipulated in the Contract have been pursued with no remedy, and should this Agreement be terminated as a result thereof, then any outstanding amounts owed to the Service Provider shall become due and payable forthwith.

9.6 Should the Service Provider be in breach of its obligation, and all avenues to address the breach as stipulated in the contract have been pursued with no remedy, then should the Bank opt to terminate the contract, it will not be liable to pay any outstanding monies to the Service Provider.

LIQUIDATED DAMAGES

10.1 Subject to Article 6, 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.

TERMINATION OF CONTRACT

11.1 Termination for default – Either Party, without prejudice to any remedy for breach of Contract, by written notice of default sent to the other Party, may terminate this Contract in whole or in part, if that Party fails to perform any obligation(s).

11.2 Termination for insolvency – Either Party may at any time terminate the Contract by giving written notice to the other Party if that Party becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the insolvent Party.

11.3 Termination for Convenience - Either Party may cancel this Contract by giving ninety (90) days’ written notice to the other party.

11.4 Upon termination of this Contract, both Parties shall take immediate steps to end the performance of the Contract in a prompt and orderly manner, mitigating any losses and keeping further expenditure to a minimum.

11.4.1 On Termination the Bank shall be liable only for payment for the part of the contract actually performed and actual expenses reasonably incurred prior to the effective date of termination.
GOVERNING LANGUAGE

12.1 The Contract is written in the English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall also be written in English.

GOVERNING LAW

13.1 This Contract shall be governed and interpreted in accordance with English Law, excluding its conflicts of law provisions.

CORRUPTION

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

14.2 The Service Provider shall not engage in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practice in competing for or in executing the Contract.

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

EVALUATION OF THE AGREEMENT

10.1 This Agreement will be evaluated every six months. The quality of delivery of goods will be assessed using performance criteria on which the Supplier agrees (Annex VI). Faults detected will be immediately reported in writing to the attention of the Supplier, as well as opportunities for improvement in order to meet the standards and market quality.

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

8.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

8.2 The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

NOTICES

16.1 Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail or facsimile to such party at the address specified below:

For the Bank:

Resident Representative
Tanzania Country Office
International House, 5th Floor, Garden Avenue
P.O. Box 6024,
Dar es Salaam, Tanzania

For the Service Provider:
XXXX XXXX
XXX XXXXXX
X XXXXXXXX
ENTRY INTO FORCE

17.1 This Contract shall be effective on the date of Activation of the Data Services.

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

FOR AFRICAN DEVELOPMENT BANK

______________________________
RESIDENT REPRESENTATIVE,
TANZANIA COUNTRY OFFICE)

Date

FOR XXXXXXXXXX:

______________________________

XXXXXXX
XXXXXXX
XXXXXXX

Date

AS WITNESS:

______________________________

XXXXXXX
XXXXXXX
XXXXXXX
ANNEX I – TERMS OF REFERENCE

SECTION A: OBJECTIVE AND SCOPE OF THE SERVICES

1.1 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.

1.2 Scope of Services

Internet Services

1. Review the Bank’s requirements for integration of its premises located in the address provided in Invitation To Bid (ITB) document, into its Wide Area Network (WAN).
2. Review eventually existing firewall and VPN concentrator hardware and software to ensure compatibility with bidder’s customer premise equipment (CPE) and suggest any hardware and software upgrades required
3. Provide stable full TCP/IP Internet services
4. Provide an optic fiber at 13 Mbps or 15 Mbps 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).
5. Provide a Wireless backup link

Hardware & Software Installation

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

SECTION B: REQUIREMENTS AND OBLIGATIONS

2.1 Functional Performance Requirements of the System

• High Availability
• 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

2.2 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 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.

2.4 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 C: DELIVERABLES

Internet Services

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

Hardware & Software Installation

1. Proposed hardware and software products installed, thoroughly tested, and successfully operational and ready to be used.
2. Full TCP/IP Internet connectivity through a leased fiber optic circuit at 13 or 15Mbps with option for on demand upgrade
3. Training of the concerned ADB staff during implementation as a component of knowledge transfer.

SECTION D: TIME FRAME

It is expected that implementations the solution within one (1) week upon reception award of contract by the Bank.
SECTION E: EXPECTED SERVICE LEVELS

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<tr>
<th>SLA indicator</th>
<th>SLA Value</th>
<th>Comments</th>
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<td>1 ISP Network and service availability</td>
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</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>
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</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>
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<tr>
<td>5 Mean time to repair</td>
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Credit allocation policy

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<th>Customer Credit (% of the monthly backbone recurrent charges)</th>
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<td>Equal or more than 4 hours</td>
<td>10 %</td>
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<tr>
<td>Equal or more than 8 hours</td>
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<td>More than 48 hours</td>
<td>50 %</td>
</tr>
<tr>
<td>More than 72 hours</td>
<td>100%</td>
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</table>
Annex 2: Service Provider's Technical Proposal
Annex 4

General Terms and Conditions for the Purchase of Goods
(Version 07/2003)

1.0 Constitution of Contract

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

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

2.0 Performance of Contract

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

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

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

3.0 Conflict of Interest

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

4.0 Financial Liability, Immunities and Applicable Law

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

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

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

5.0 Insurance

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

6.0 Documents

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

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

7.0 Changes

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

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

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

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

Resident Representative
African Development Bank Group
Tanzania Country Office
International House, 5th Floor
Garden Avenue
P.O. Box 6024
Dar es Salaam, Tanzania

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.
14.1 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 to have been caused, connection with the performance of the Services under this Contract/PO, by (i) improper or defective work performed by the Contractor; (ii) improper or defective machinery, materials, supplies, implements, equipment or appliances provided, installed or used by the Contractor; and (iii) negligent or wrongful acts or omissions of the Contractor.

15.0 Intellectual Property and Confidentiality

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

15.2 The Contractor shall not, while performing the Contract/PO or at any time thereafter, use, or disclose in any manner prejudicial to or incompatible with the interests of the Bank any information of a restricted or confidential nature that may come to its knowledge in connection with the performance of this Contract/PO. The Contractor shall not use the Bank's name or emblem without prior written authorization.

16.0 Dispute Settlement

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

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

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

16.4 The arbitration shall take place in, [City of the Field office domicile], [Country] 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
Annex 5: Service Level Agreement

FOR AFRICAN DEVELOPMENT BANK

Purpose

The purpose of this Internet Provision Service Level Agreement (SLA) is to specify in
detail the level of performance and support service expected from the Supplier under the
Contract for the Provision of Internet Based Network Solution. This SLA will evolve over
time, with additional knowledge of the Bank’s equipment requirements.

Scope

Services to be provided:

The followings service shall be provided:

1. INTERNET SERVICE PROVISION

1.1 The Service Provider shall provide the Bank with a minimum of 13 or 15 Mbps
   Broadband Internet Connection Service connection to the Bank’s office located at
   International House, 5th Floor Garden Avenue, Dar es Salaam, Tanzania.

1.2 The Connection will be provided with an availability of not less than Ninety-Nine
   point Nine Nine per cent (99.99%) up time calculated over a period of three (3)
   year.

1.3 The service provider will provide a wireless backup link for the primary fiber optic
   link.

1.4 The Service Provider shall provide the Bank with a real-time bandwidth monitoring
   tool.

1.5 The Bank shall provide to the Service Provider such access to its premises,
   electrical and Ethernet connections and any other Service Provider requirements
   as may be necessary to install and ensure the efficient and effective functioning of
   the Service.

2. Curative maintenance

The Supplier makes every effort to ensure the curative maintenance consisting in
executing the repair works of the internet equipment further to the breakdowns caused by
a normal use which could arise. To answer the demands of intervention, The Supplier
arranges following services:

- A Hot line service for minor information.
• An e-mail address to report abnormalities of all kinds, which allows defining the problem with certainty and pulls a sure and effective intervention.

• A distant intervention via public networks, from the central site of the customer.

3. Obligations of the Supplier

• The Supplier commits to maintain and upgrade equipment, and software covered by the present contract, in good working order.

• The Supplier commits to intervene further to the announcement of the breakdown by the AfDB.

• The Supplier will keep secret any information having a confidential character or any technical or commercial document of The AfDB, marked confidential, during the duration of the contract and one year after the end of this one.

• Further to the intervention of his technicians, The Supplier will supply to the AfDB a complete index card containing the nature of the problem, the made works and the measures to be taken to avoid that it reproduces.

• The Supplier has to inform the AfDB of a possible change of telephone numbers and/or of his address.

The maintenance contract also includes technical support which may include the followings:

• Assistance in the resolution of the technical problems the equipment.

• Assistance in the security and the reinforcement of the configuration of the equipment against the possible attempts of intrusion.

• Advise and recommend any operation likely to reinforce the solution of security already installed by the Supplier.

• All technical support will be supported by a signed report of the work which will indicate the followings:

  • The hour of call;
  • The name of the technical support;
  • The summary of the intervention;
  • The duration of the intervention.
Processes and Procedures Related To This Contract

1. Request for Support

A request for support is defined as a request to fix a defect in existing equipment such requests may be executed by e-mail, fax or phone call. In the latter case the Bank Project Manager must summarize in writing for its file, the conversation held with the Supplier and/or its Local agent. The support request sent to the Supplier shall clearly mention the severity level of the problem.

2. Call Management Process

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

3. Performance Evaluation

3.1 Evaluation Reporting

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

3.2 Evaluation Criteria

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

4. Characteristics for problem categorization

Severity Codes

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

- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround
- Acceptable resolution time
It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem.

<table>
<thead>
<tr>
<th>Severity 1 (Critical)</th>
<th>Severity 2 (High)</th>
<th>Severity 3 (Medium)</th>
<th>Severity 4 (Low)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business and financial exposure</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The equipment failure creates a serious business and financial exposure.</td>
<td>The equipment failure creates a serious business and financial exposure.</td>
<td>The equipment failure creates a low business and financial exposure.</td>
<td>The equipment failure creates a minimal business and financial exposure.</td>
</tr>
</tbody>
</table>

| **Work Outage** |     |                     |                  |
| The equipment failure causes the client to be unable to work or perform some significant portion of their job. | The equipment failure causes the client to be unable to work or perform some significant portion of their job. | The equipment failure causes the client to be unable to perform a small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information. | The equipment failure causes the client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks. |

| **Number of Clients Affected** |     |                     |                  |
| The equipment failure affects a large number of clients. | The equipment failure affects a large number of clients. | The equipment failure affects a small number of clients. | The equipment failure may only affect one or two clients. |

**Workaround [This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]**
<table>
<thead>
<tr>
<th>Severity 1 (Critical)</th>
<th>Severity 2 (High)</th>
<th>Severity 3 (Medium)</th>
<th>Severity 4 (Low)</th>
</tr>
</thead>
<tbody>
<tr>
<td>There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).</td>
<td>There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).</td>
<td>There may or may not be an acceptable workaround to the problem.</td>
<td>There is likely an acceptable workaround to the problem.</td>
</tr>
</tbody>
</table>

**Response Time**

<p>| | | | |</p>
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<th></th>
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<tbody>
<tr>
<td>Within one hour.</td>
<td>Within one hour.</td>
<td>Within eight hours or by next business day.</td>
<td>Within eight hours or by next business day.</td>
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</table>

**Resolution Time**

<p>| | | | |</p>
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<th></th>
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<tbody>
<tr>
<td>The maximum acceptable resolution time is 24 continuous hours, after initial response time.</td>
<td>The maximum acceptable resolution time is two business days.</td>
<td>The maximum acceptable resolution time is 3 business days.</td>
<td>The maximum acceptable resolution time is 5 calendar days.</td>
</tr>
</tbody>
</table>

**Levels of Service**

The service levels offered by the Supplier to the Bank are described below. The Supplier's goal must be to meet, and even exceed, when possible, the levels of services described below.
<table>
<thead>
<tr>
<th>Service Level</th>
<th>Severity 1, 2</th>
<th>Severity 3, 4</th>
</tr>
</thead>
</table>
| 4/7          | - The Supplier and/or Local Agent shall provide support 24 hours, seven days a week by phone and/or on-site intervention by operations and network service specialists.  
- Support requests are taken 24 hours, seven days a week.  
- Telephone call back within one hour from receipt of the request by the Supplier and/or Local Agent.  
- Guaranteed delivery of hardware replacements within four (4) business days of receiving the request for support. | - Requests taken 24 hours, seven days a week.  
- The Supplier and/or Local Agent shall provide support during normal working hours in the Bank, by phone and/or on-site intervention.  
- Call back within one hour during normal working hours at the Supplier or Local agent.  
- Guaranteed delivery of hardware replacements within four (7) business days of receiving the request for support. |

Levels of Effort

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

Roles and Responsibilities of the Bank and the Supplier

The Supplier

The Supplier’s Support Team has the following general responsibilities under the Contract.

➤ The Supplier shall conduct business in a courteous and professional manner

➤ Once a support request has been submitted, the Supplier shall make themselves available to work with the Bank support resource assigned to the support request.

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

Supplier’s Support Specialists

- The Bank end users do not contact the Supplier support resources directly to report a problem. All problem calls must be logged through the Bank ICT Officer.
- Identifying all tasks associated with each support request and deriving estimates for the completion of each task.
- Responsibility for responding to support requests.
- Conducting testing (system/integration/acceptance testing activities should be performed).
- Participating in the acceptance testing and implementation activities.
- Providing knowledge transfer to the Bank support unit staff.
- Preparing monthly status reports.

The Bank

The Bank has the following general responsibilities under the Contract

- The Bank shall conduct business in the context of this Contract in a courteous and professional manner with the Supplier.
- The Bank shall log all information from the Supplier required to establish contact information, document the nature of a problem and the Supplier’s equipment environment (as applicable).
- The Bank shall attempt to resolve problems over the phone on first call.
- The Bank shall escalate support request to next level of severity upon approach of established resolution targets.
- The Bank support unit shall assign severity codes based on its analysis of the situation.
- There are several roles deployed within the Bank that are integral to the provision of support services to the Bank. These roles include the following:
Bank team

ICT Officer will act as the task manager and will provide the overall direction of the activities of the support specialists, participate directly in the production of the associated deliverables, and will negotiate with the Supplier's support manager regarding the classification of enhancements and the scheduling of tasks.

His or her duties will include:

- Ensuring SLA targets are met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule).
- Ensuring all work is performed according to the agreed-upon work methods and standards. Participating directly in the production of the associated deliverables.
- Assigning severity codes to support requests and liaising with the Supplier's team to negotiate the scheduling of tasks, and coordinate the activities of the Supplier's support team.
- Ensuring all required documentation, information, and knowledge capital has been prepared, as per transition checklist, and turned over prior to the start of support for a new equipment.

ICT Officer works as a point of contact for all activities relating to the transition of a new or modified equipment service from the Supplier to the African Development Bank's support unit and the decommissioning of Network and Systems Security Equipment. Reporting to the person in charge of the Network and Systems Security Divisional manager, he or she is responsible for planning, coordinating, and overseeing the transition of new equipment into production.

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

FOR AFRICAN DEVELOPMENT BANK

____________________________________________________
RESIDENT REPRESENTATIVE,
TANZANIA COUNTRY OFFICE

_________________________________
Date

FOR XXXXXXXXXXXXX

____________________________________________________
XXXXXXXXXX
XXXXXXXXXXXXXXXXXX

_________________________________
Date
## PERFORMANCE EVALUATION

**OF SERVICE PROVIDER**

**SERVICE CONTRACT**

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<tr>
<td>OVERALL RATING IN %</td>
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<tr>
<td>PERFORMANCE LEVEL</td>
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<td>EVALUATED BY</td>
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<td>ENDORSED BY CGSP.2</td>
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<td>EVALUATION CRITERIA</td>
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<td>II. STAFF</td>
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<tr>
<td>1. QUALITY OF SERVICE</td>
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<tr>
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<tr>
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<td>4. QUANTITY</td>
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