Request for Proposal – Quality and Price

Provision of internet-based solution for the African Development Bank Country Office, Rwanda

REF: ADB/RFP/CORW/2021/0057

Country Office
Rwanda

March 2021
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Dear Sir/Madam,

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

2. The proposals submitted by bidders shall be received by the Bank on or before the date and time and in the manner specified in Annex I. The Bank’s requirement is set out in Annex II.

3. The Bank is an ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further economic development and social progress of African countries, individually and collectively. 81 member countries including all the 53 African countries and 25 non-African countries in the Americas, Europe and Asia own the Bank.

4. The Bank’s principal functions include: (i) using its resources for the financing of investment projects and programs relating to the economic and social development of its Regional Member Countries (RMCs); (ii) the provision of technical assistance for the preparation and execution of development projects and programs; (iii) promoting investment in Africa of public and private capital for development purposes; and (iv) to respond to requests for assistance in coordinating development policies and plans of RMCs. In its operations, the Bank is also required to give special attention to projects and programs that promote regional integration.

5. The Bank began its operations from its headquarters, in Abidjan, Côte d’Ivoire on July 1, 1966. For purposes of its operations the Bank also maintains Country Offices in certain of its RMCs.

6. The information contained in the RFP is designed to enable bidders complete and submit proposals. Bidders shall read the RFP carefully and ensure proposals comply with the instructions provided in the RFP. Bidders are required to complete and submit the Technical Proposal Questionnaire (Annex IV) and Financial Proposal Questionnaire (Annex V) in accordance with the Instructions to Bidders (Section 1), RFP Data Sheet (Annex I), Description of Goods/Technical Specification/Terms of Reference (Annex II), Eligibility Criteria (Annex VI) and General and Specific Conditions (Annex VII). The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology (Annex III). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.


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

Country Manager
Rwanda Country Office
African Development Bank

Country Manager, Rwanda Country Office
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E-mail: RDGE_Tender@afdb.org - www.afdb.org
SECTION 1 - INSTRUCTIONS TO BIDDERS

GENERAL

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

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

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

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

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

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

4. Joint Venture

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

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

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

CLARIFICATION OF THE PROCUREMENT PROCESS

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

7. Clarification of RFP

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

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

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

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

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

8. Site Visit / Pre-Bid meeting

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

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

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

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

PREPARATION OF PROPOSALS

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

10. Language of Proposals

10.1. The proposal and all correspondence and documents relating to the proposal exchanged by the bidder and the Bank shall be written in the language specified in the RFP Data Sheet. A proposal submitted in a language not specified in the RFP Data Sheet shall be rejected.

10.2. Any printed literature furnished by the bidder written in another language other than the language specified in the RFP Data Sheet shall be accompanied by a certified translation in the
11. **Subcontractors and service providers** – Bidders shall identify any sub-contractors that will play a significant role in the bidder’s performance of the contract. The Bank reserves the right to obtain the same level of information from subcontractors as from bidders.

12. **Documents comprising the Proposal** - Proposals shall comprise the following documents, completed in full and supported with evidence and information requested:
   - Technical Proposal Questionnaire; and
   - Financial Proposal Questionnaire.

   The Bidder is strongly advised to complete the RFP Check List that forms Annex X of the RFP Document. The Check List serves as a guide to completing the RFP document.

13. **Statement of Conformity, Bid Submission Form and Price Schedule** – Bidders shall sign the Statement of Conformity and Bid Submission Form and complete the price schedule using the forms provided. The forms shall be completed without alterations to its format and content. No other substitutes shall be accepted.

14. **Publicity Material** - Unless expressly permitted in the RFP, bidders shall not submit brochures, general marketing or promotional material with proposals. Publicity brochures shall not be accepted as answers to questions. Bidders shall respond fully to the questions in the RFP.

15. **Meeting the Bank’s requirements**
   15.1. Unless otherwise provided, bidders shall meet the Bank’s requirements by the deadline for submission of proposals.
   15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank to determine whether the bidder has the required capability, experience, knowledge and expertise to satisfactorily perform the contract.

16. **Mandatory Requirements** – The RFP may include mandatory requirements. The classification of a requirement as mandatory gives an indication of its significance to the Bank. A proposal that does not meet any mandatory requirement shall be rejected as non-responsive.

17. **Samples and Inspection**
   17.1. The Bank may request samples at any time during the procurement process. If requested, bidders shall provide samples free of charge. A bidder who fails to provide the required samples shall be disqualified. The Bank makes no guarantee that the samples will be returned or the condition of samples upon completion of evaluation. Samples shall be returned at the bidders own cost.
   17.2. If provided in the RFP, the Bank shall conduct an inspection of the goods and services during the procurement process either at the bidder’s premises or at the Bank’s offices. Such inspection shall not relieve the bidder from any of its obligations under the contract. The Bank shall notify bidders in writing of the details of any inspection. The Bank shall not be responsible for the expenses incurred by the bidder for such inspection.

18. **Demonstration** – If provided in the RFP, the Bank shall require bidders to provide a live demonstration of the proposed solution. The bidder shall provide the demonstration free of charge and the Bank shall
not accept any liability for any damage to or loss of bidder’s property in connection with such demonstration.

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

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

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

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

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

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

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

26. Period of Validity of Proposals – Proposals shall remain valid for a period not less than the period stated in the RFP Data Sheet. Proposals valid for a shorter period shall be rejected as non-responsive. The Bank may require bidders to extend the period of validity of proposals. If the bidder does not extend the period of validity of proposals, the bidder’s proposal may be rejected. A bidder granting the request shall not be required or permitted to modify its proposal.

27. Bid Security
   27.1. If provided in the RFP Data Sheet, the bidder shall furnish, as part of its proposal, a bid security in the amount, form and valid for the period in the RFP Data Sheet.
27.2. The bid security shall be in the form of a certified cheque or a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank. Any proposal not accompanied by a substantially responsive bid security shall be rejected.

27.3. The Bank may require bidders to extend the period of validity of a bid security. If the bidder does not extend the validity of the bid security, the bidder’s proposal shall be rejected unless the bidder submits a new bid security acceptable to the Bank before the expiration of the bid security.

27.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the proposal and shall list all members of the joint venture.

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

SUBMISSION AND OPENING OF PROPOSALS

28. Deadline for Submission of Proposals

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

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

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

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

31. Proposals submitted electronically via AfDB e-Procurement portal

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

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

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

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

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

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

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

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

a) the RFP reference;

b) the statement “Technical Proposal” or “Financial Proposal” as the case may be; and

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

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

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

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

32.9. When delivered by hand, the proposal shall be delivered at the address during the working hours of the Bank from 8:00 hrs. to 12:00 hrs. and from 14:00 hrs. to 18:00 hrs. Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

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

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

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

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

EXAMINATION OF PROPOSALS

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

36. Clarification of Proposals

36.1. To assist in the examination and evaluation of proposals and qualification of bidders, the Bank may, at its discretion:

36.1.1. Require any bidder to clarify any part of its proposal;

36.1.2. Require any bidder to provide further information or documentation;

36.1.3. Undertake site visit to any bidder; or

36.1.4. Contact referees provided by any bidder.

36.2. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered. No change in the price or substance of the proposal shall be sought, offered or permitted. Where a bidder does not provide the information requested the proposal shall be evaluated as presented.
37. Determination of Responsiveness
37.1. The Bank’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself, as defined in the RFP. A substantially responsive proposal is one that meets the requirements of the RFP without material deviation, reservation or omissions.
37.1.1. “Deviation” is a departure from the requirements specified in the RFP;
37.1.2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
37.1.3. “Omission” is the failure to submit part or all of the information or documentation required in the RFP.
37.2. A material deviation, reservation or omission is one that, if accepted, would:
37.2.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;
37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank’s rights or the bidder’s obligations under the proposed contract; or
37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.
37.3. The Bank shall examine the technical proposals to determine whether proposals are substantially responsive with the requirements.
37.4. If a proposal is not substantially responsive to the requirements of the RFP, it shall be rejected by the Bank and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

BID EVALUATION

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

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

AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

50. Assistance – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact RDGE_Tender@afdb.org and quote the tender reference.
The goods and services to be provided are outlined in Annex II.

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

**Eligibility of Bidders, Goods and Services:** Interested Companies must originate from one of the Bank’s member countries listed in Annex VII of the Request for Proposal.

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

**Financial Standing:** An average turnover of at least $300,000.00 USD or equivalent in RWF per annum for the last three years [2017, 2018, 2019].

**General and Specific Experience:** a bidder shall have a minimum of [03 years] experience and successfully or substantially implemented as a prime contractor at least three assignments of a similar nature and complexity

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

**Conflict of Interest:** a bidder shall have no actual or potential conflict of interest that would call into question its participation in the procurement process and award of contract.

Request for clarification and/or request for change to the RFP shall be sent in writing: by electronic mail: RDGE_Tender@afdb.org; The request shall be received by the Bank no later than 6th April 2021

The Bank shall organize a site visit and pre-bid meeting:

**SITE VISIT:** 5th April 2021 at 11:00 AM Local time at the bank’s offices located at BPR-PCD Towers; 9th and 10th Floor; street no: KN:67&KN 30.

**PRE-BID MEETING:** 5th April 2021 at 15:00PM local time via an online platform for all participants. Parameters will be shared for participants that attend the site visit.

The language of proposals and all correspondence is English

Alternative proposals are accepted: NO
§ 7  
The prices shall be expressed in Rwandan Francs (RWF)

§ 8  
The Bank’s requirement is divided into lots - NO  
Bidders can submit a proposal for one or multiple lots : NO

§ 9  
The minimum period of validity of proposals is ninety (90) days from the deadline for submission of proposals.

§ 10  
Bid security is required [NO]

§ 11  
The deadline for submission of proposals is 20\textsuperscript{th} April 2021 at 15:00PM local time.

§ 12  
The technical and financial proposals shall be sent via email RDGE_Tender@afdb.org  
Subject title: \textbf{INVITATION TO BID FOR PROVISION OF SECURITY SERVICES FOR THE AFRICAN DEVELOPMENT BANK, RWANDA COUNTRY OFFICE}  
The soft copies will be delivered on 20\textsuperscript{th} April 2021 at the address indicated not later than 15:00pm.  
NOTE: Bidders are required to include a soft copy in a Flash disc (Technical Proposal only)

§ 13  
Performance security is required: NO

§ 14  
Advance payment will be provided to the successful bidder: N/A

§ 15  
The Bank shall retain 10\% of the contract sum until the end of the defects liability period: N/A
Annex II
TERMS OF REFERENCE FOR PROVISION OF INTERNET BASED NETWORK SOLUTION

1. OBJECTIVE

1.1 The overall objective of engaging a local Internet Service Provider is the provision of internet services to the Bank through which it creates a virtual private network (VPN) to run its business on.

1.2 The Service provider will provide necessary support services, to answer questions and to resolve any problems related to the internet service provision at the Bank’s Country Office in Kigali, Rwanda.

2. SCOPE OF WORK

2.1 Internet Services

i. Provide stable full TCP/IP Internet services
ii. Provide an optic fiber at 25/25 Mbps
iii. Provide a Wireless backup link of 25/25 Mbps

2.2 Hardware and Software Installation

i. Install hardware and software products required for providing the Bank with the Internet feed
ii. Provide training during implementation as a component of knowledge transfer and capacity development - This will be done to System Engineers and Administrators.

3. REQUIREMENTS AND OBLIGATIONS

3.1 Company Profile

The Internet Services Provider should provide proof in the form of several clients of excellent knowledge of the Global Telecommunications and Internet Services Trends and working environment with at least 3 major companies at the national or regional level.

A Tier2 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.
Tier Capacity to respond and connect the Bank to access the Internet in case of a failure. 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

- 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.

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 200+ concurrent connections to the Internet and support VPN tunneling using Cisco equipment.

3.4 Documentation Requirements

The bidder should:
- Document all activities relating to the Project implementation
- All reports produced by the Contractor 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.
4. DELIVERABLES

Internet Services

1. A reliable, stable, efficient and robust internet service.

Hardware & Software Installation

2. Full TCP/IP Internet connectivity through a leased fiber optic circuit at 25/25 Mbps with option for on demand upgrade
3. Training of System Engineers and Administrators as a component of knowledge transfer.

4. TIME FRAME

It is expected that the selected company implements the solution within one (1) week upon the Bank’s request.

5. EXPECTED SERVICE LEVELS

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

Credit allocation policy

<table>
<thead>
<tr>
<th>Cumulative monthly time of outages</th>
<th>Customer Credit (% of the monthly backbone recurrent charges)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal or less than 15 minutes</td>
<td>10 %</td>
</tr>
<tr>
<td>Equal or less than 30 minutes</td>
<td>20 %</td>
</tr>
<tr>
<td>Between 30 minutes and 2 hours</td>
<td>30 %</td>
</tr>
<tr>
<td>Between 1 hour and 4 hours</td>
<td>40 %</td>
</tr>
<tr>
<td>More than 15 hours</td>
<td>50 %</td>
</tr>
</tbody>
</table>
6. Special Conditions Of Purchase

Bidders must ensure that the goods offered under this request for proposal are eligible to be used in Rwanda and other countries specified in Annex VII. The Bank 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.

7. Documents to Be Provided

1. Financial Proposal 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 (2017, 2018, 2019 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 2017, 2018 and 2019 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 Annex VI - Appendix H and I).
7. Diagram of provider owned inland Fibre Optic Network
8. 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

DURATION OF PROJECT
The provision of the Internet service should commence on and will be for a period of three (3) years with a possibility of renewal twice for a period of One (1) year each based on satisfactory performance
ANNEX III – EVALUATION CRITERIA AND METHODOLOGY

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

2) A two-stage process shall be adopted in evaluating proposals. Proposals shall be ranked according to technical score (Nt) and financial score (Nf) using the weights (T = the weight given to the technical proposal, 80 % (F = the weight given to the financial proposal 20 %) (T + F = 1).

3) The final score shall be calculated as follows:

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

**TECHNICAL EVALUATION**

4) Bidders shall obtain a minimum of [80] points following evaluation of technical proposals (“Qualifying Technical Score”) to be considered for financial evaluation. Bidders obtaining less than the Qualifying Technical Score shall be rejected.

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

6) The bidder obtaining the Qualifying Technical Score shall be notified of the opening of financial proposals. The financial proposals shall be opened and checked for completeness and corrected for computational errors.

**FINANCIAL EVALUATION**

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

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

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

**FINAL RANKING**

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

STATEMENT OF CONFORMITY

To: The African Development Bank
Rwanda Country Office (CORW).
P.O.Box: 7329
Kigali,
Rwanda

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

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CORW/2021/0057 PROVISION OF INTERNET BASED NETWORK SOLUTION and have no reservation to the RFP including addendum issued;
(b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;
(c) We offer to provide the goods and services in conformity with the RFP;
(d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract;
(e) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;
(g) We understand that the Bank’s policy requires bidders and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;
(h) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;
(i) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
(j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;
(k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

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

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

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

Name

In the capacity of

Signed

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

Dated on
### BIDDER INFORMATION SHEET

1. Bidder’s Legal Name:

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

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

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

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

6. Bidder’s Authorized Representative Information:
   - Name:
   - Address:
   - Telephone/Fax numbers:
   - Email Address:

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

### PARTY TO JOINT VENTURE INFORMATION SHEET

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder’s Legal Name:</td>
</tr>
<tr>
<td>2.</td>
<td>JV’s Party legal name:</td>
</tr>
<tr>
<td>3.</td>
<td>JV’s Party Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>4.</td>
<td>JV’s Party Year of constitution or registration into a legally enforceable JV:</td>
</tr>
<tr>
<td>5.</td>
<td>JV’s Party Legal address in Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>6.</td>
<td>JV’s Party Authorized Representative Information:</td>
</tr>
<tr>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Telephone/Fax numbers:</td>
</tr>
<tr>
<td></td>
<td>Email Address:</td>
</tr>
<tr>
<td>7.</td>
<td>Attached are copies of original documents of:</td>
</tr>
<tr>
<td></td>
<td>Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure.</td>
</tr>
<tr>
<td></td>
<td>A letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement and power of attorney nominating an authorized representative of the JV</td>
</tr>
<tr>
<td></td>
<td>In case of government owned entity from the Bank’s member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law</td>
</tr>
<tr>
<td></td>
<td>Organizational chart of the company and list of current staff</td>
</tr>
</tbody>
</table>
Bidders shall complete all sections in the questionnaire in sufficient detail and provide evidence and supporting documentation to demonstrate compliance. Bidders shall meet each criterion by the deadline for submission of proposals.

### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single Entity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>All partners combined</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### STATEMENT OF CONFORMITY AND BID SUBMISSION FORM

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

A power of attorney shall be attached, if applicable.

The bidder shall sign and return the documents in the format provided for a PASS.

### ELIGIBILITY CRITERIA

<table>
<thead>
<tr>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
</tbody>
</table>
The bidder is from a member country of the Bank.

If yes, provide evidence, such as, articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.

The goods and services offered are produced in a member country of the Bank.

If yes, provide evidence, such as, operating license, information on origin of goods and services.

The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS.

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

The bidder has not fulfilled obligations relating to payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.
The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last five (5) years?

The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.

The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.

The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.

**The bidder shall not be subject to any of the situations above for a PASS**

<table>
<thead>
<tr>
<th>JV (if applicable)</th>
<th>N/A</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
</table>

The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.

The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.

Provide contact details of authorized representative of the JV and power of
attorney signed by a legally authorized representative of the JV.

The bidder shall provide a JV agreement or letter of intent to form a legally enforceable JV and draft agreement, contact details of the authorized representative of the JV and power attorney for a PASS.

<table>
<thead>
<tr>
<th>FINANCIAL STANDING</th>
<th>See below</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has a minimum annual turnover of at least for the last three years [2017,2018,2019]</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>The bidder can demonstrate sound financial performance?</td>
<td>Must meet requirement</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 [2017,2018,2019 or the latest].</td>
<td></td>
</tr>
<tr>
<td>If the laws of the bidders’ country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2017,2018,2019 or the 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</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>
contract and its current work commitments.

If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources.

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

<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 three (3) 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, and number of staff and list of current staff, number of years in business).</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>The bidder has experience in at least three (3) similar contracts as a prime contractor within the last three (3) years, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size,</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>
complexity, methods/technology or other characteristics as described in the RFP.

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

<table>
<thead>
<tr>
<th>HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION</th>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has had a contract(s) terminated in the last [three (3) years] for unsatisfactory performance or default.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders shall complete the litigation history form.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder is involved in litigation that represents more than 50% percent of the bidder’s net worth.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders shall complete the litigation history form.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract for a PASS.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Must meet requirement
### REGISTRATION WITH RWANDA UTILITES REGULATORY AUTHORITY (RURA)

The bidder must be registered, at the closing date of the RFP, with the relevant local registration body for the work required for a PASS.

### SITE VISIT / PRE-BID MEETING (if mandatory)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must meet requirement</td>
<td></td>
</tr>
</tbody>
</table>

The bidder attended the site visit and pre-bid meeting

The bidder must attend the site visit and pre-bid meeting for a PASS.

### CONFLICT OF INTEREST

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Status</th>
<th>Status</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.

### FIBER OPTIC CORE NETWORK

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Status</th>
<th>Status</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The bidder is a tier 2 ISP source Provider drawing connection from two (2) different tier 1(Gateway) providers.¹

---

¹ TIER 1 - Owners of Under Sea Fibre cable – also referred to as Gateways. They provide connectivity to inland fibre optic providers

TIER 2 - ISP that purchases IP transit to the Internet from Tier 1 Providers

TIER 3 - ISP that purchases IP transit to the Internet from Tier 2 Providers
The bidder shall have no actual or potential conflict of interest to call into question its participation in the procurement process and award of contract for a PASS.

A bidder shall PASS all above criteria to be considered for the next stage.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Remarks (Accept/Reject for the next stage)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**LITIGATION HISTORY**

Name of Bidder: 

Reference: ADB/RFP/CORW/2021/0057 

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

<p>| Non-Performing Contracts – contracts terminated in the past three (3) years for unsatisfactory performance or default |</p>
<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:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address of Purchaser:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract description:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract award date:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Termination date:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reason for termination:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pending Litigation</th>
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</thead>
<tbody>
<tr>
<td>☐ ☐ ☐ No pending litigation</td>
</tr>
<tr>
<td>☑ Pending litigation</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:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address of Purchaser:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract description:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract award date:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Matter in dispute:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address of Purchaser:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract description:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract award date:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Matter in dispute:</td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>
## CONFLICT OF INTEREST DISCLOSURE FORM

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>Reference: ADB/RFP/CORW/2021/0057</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you connected to a person employed by the Bank who is involved in the procurement process? This could be a personal or business relationship.</td>
<td></td>
</tr>
<tr>
<td>Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?</td>
<td></td>
</tr>
<tr>
<td>Are you an employee or stakeholder of the Bank?</td>
<td></td>
</tr>
<tr>
<td>Has the Bank offered you a contract of employment in the last 12 months?</td>
<td></td>
</tr>
<tr>
<td>Are you participating in more than one proposal in the procurement process?</td>
<td></td>
</tr>
<tr>
<td>Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?</td>
<td></td>
</tr>
</tbody>
</table>

We hereby certify that: a) we have read and understood the contents of this disclosure form; and b) we have disclosed all actual or potential conflict of interest.

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

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

TECHNICAL EVALUATION

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

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

<table>
<thead>
<tr>
<th>Technical Evaluation Criteria</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methodology of execution of the service (work method) and understanding of terms of reference</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Program and organization of work i.e. SLAs, Response time</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>• Project Execution Plan indicating main activities of the assignment including installation, commissioning, and training and the delivery period.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>• Monitoring and reporting systems</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>• Network diagrams of the proposed technical solution and the integration schemas with the Bank's Premises Equipment with the local ISP and the Tier 1 POP.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>• The proposed services fully meets the technical requirements specified by the Bank in the Terms of Reference</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Experience with International Financing Institutions (e.g. WB, IMF, ADB) UN, Central and Large Commercial Banks, Large public or private companies.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>-Professional reputation of the firm supported by at least five reference letters (2 points per reference)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Specific Experience.</strong> Similarity in terms of complexity, methodology, value of the contract or other characteristics as described in the request for proposal (2 pts per contract)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>Human Resources</strong> - Experience of the key persons to be involved on implementation of the project (provide CVs of Project Manager (5 Points) and at least two (2) Technicians (5 points)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Sustainable Procurement Guidelines taking into consideration the Environment, Social &amp; Economic Aspects.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>Total Marks</strong></td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>
### 1. DETAILED EVALUATION FOR SUSTAINABLE CRITERIA (100 POINTS) (weight = 5% OF TECHNICAL EVALUATION)

Service providers are expected to observe the possibility of reducing cost and ensuring that value for money is extended to the Bank. They are also expected to recognize the need to protect the environment and that social aspects concerning its staff members are respected. Service providers are required to indicate the level of engagement and compliance with the terms of reference in relation to sustainability and demonstrate their current status.

#### 1. Economy

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Evidence</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Energy consuming products with energy saving potential.</td>
<td></td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Durable Equipment that will be used many years.</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>When there are other costs related to the product during its life cycle</td>
<td></td>
<td>8</td>
<td></td>
</tr>
</tbody>
</table>

#### 2. Environment.

The provider is requested to indicate to what extent they are compliant with environmental factors as regards to the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Evidence</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance with industry requirements to provide internet services.</td>
<td></td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Understanding the safety hazards that go with fiber optic cable is critical for those who install or maintain fiber optic systems.</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Compliance with the REMA requirements regarding collection and disposal/Recycling of disused IT equipment.</td>
<td></td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Material, moving and handling equipment used in the building have the minimum carbon footprint possible.</td>
<td></td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

#### 3. Social

The social aspect relates to the staff employed by the service provider. The Bank would like to see how the staff are treated in terms of the following criteria.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Evidence</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal remuneration to all staff regardless of their ethnicity, background, sex etc.</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Payment of statutory benefits on behalf of staff to relevant authorities</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Employing Staff coming from the local communities</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freedom of Association and right to collective bargaining; Workers free association and open communication with management regarding working conditions must be recognized without fear of harassment or any type of reprisal;</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comply to elimination of all forms of forced or compulsory labor;</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compliance with abolition of child labor, protecting it from performing any type of work that can interfere in its education or that can be hazardous to the child’s health or physical, mental, spiritual, moral or social development;</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compliance with all wage and hour laws. Workers compensations must be guaranteed in accordance to national applicable laws and regulations.</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compliance with local laws and customs should also be respected when establishing standardized ethical and moral conducts.</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Total points 100. This part will constitute only 5% of the total evaluation score of the Bidder*

An offer will be declared technically qualified and will be considered for the financial analysis if it obtains a minimum score of Eighty (80) points.

---

**Appendix H**
BID-SECURING DECLARATION FORM

Date: ..................................  
Bid No.: ..................................  

To: The African Development Bank  
Rwanda Country Office  
P O BOX 7329, Kigali, Rwanda  
9th & 10th Floor street No. KN 67&KN 30 Kigali, Rwanda  
Tel (+250) 252504250 – Fax(+250) 252504298

We, the undersigned, declare that:

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

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

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

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

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

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

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

Dated on ____________ day of __________________, _______  

Corporate Seal (where appropriate)

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

Rwanda Country Office  
P.O.Box 7329 Code 250, Rwanda  
Tel ;(+250) 252504250 – Fax (250) 252504298  
e-mail: RDGE_Tender@afdb.org - www.afdb.org  

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

(To be included in the Technical Proposal)

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

National Identity number:

Certificate of good conduct:

Date of Birth:

Years with Firm: Nationality:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date:

Signature of staff or authorized officer from the bidding firm
APPENDIX (I):

SUMMARY OF PROPOSED KEY PERSONNEL

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

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

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

<table>
<thead>
<tr>
<th>Contract Name and Country</th>
<th>Name of Client and Contact Person</th>
<th>Type of Work Performed and Year of Completion</th>
<th>Value of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current client</td>
<td></td>
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<tr>
<td>Previous clients</td>
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</tr>
</tbody>
</table>
2. FINANCIAL EVALUATION (weight = 20%)

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

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

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

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

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

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

5. Final Ranking

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

$$\text{Final Score (NG)} = N_t \times T\% + N_f \times f\%$$
ANNEX V – FINANCIAL PROPOSAL QUESTIONNAIRE

Appendix A

BID SUBMISSION FORM

To the African Development Bank
Rwanda Country Office (CORW)
P.O.Box: 7329
Kigali, Rwanda

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CORW/2021/0057 PROVISION OF INTERNET BASED NETWORK SOLUTION and have no reservation to the RFP including addendum issued;
(b) We offer to provide the goods and services in the amount indicated in the Price Schedule form included in our proposal;
(c) If provided in the RFP, the prices quoted shall remain fixed for the duration of the contract;
(d) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name

In the capacity of

Signed

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

Dated on
# Appendix B

## FINANCIAL BID QUESTIONNAIRE

### BILL OF QUANTITIES/SCHEDULES OF PRICES

To: The African Development Bank  
Date: ……………………………  
Rwanda Country Office  
P.O. BOX 7329 KIGALI  
RWANDA

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity (months)</th>
<th>Price RWF</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EQUIPMENT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(A) Provision, of a fully managed Internet Services of capacity 25/25 Mbps 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>25/25Mbps</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>(B) Total recurring cost for (A) for 36 Months</td>
<td>25/25Mbps</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>(C) Equipment Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(D) Installation and Commissioning Charges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount offered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total ( B+C+D)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Delivery required at The address specified.

Delivery Terms Delivery Duty unpaid

Delivery date

Warranty/ Guarantee offered

Quotation Valid till

Currency stated in (RWF)

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
**Contract Milestones:** (these are events that trigger amount due to the supplier. Following the milestone event, the supplier will need to submit an invoice including the evidence required to be paid)

<table>
<thead>
<tr>
<th>Contract Milestones</th>
<th>Contract Amount (this could be a percentage of the contract value or a set amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>(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 ,Equipment and Commissioning Costs paid on invoicing.</td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>Monthly Internet Service provision recurring Charges</td>
<td>Paid Quarterly on invoicing and in advance.</td>
</tr>
</tbody>
</table>
ANNEX VI – ELIGIBILITY REQUIREMENTS

PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

ELIGIBILITY

3.1 Goods, Services, Real Estate and Works procured by the Bank shall be produced in a member country and supplied by Contractors from a member country, as described in paragraphs 3.2 and 3.3, unless a waiver of Article 17(1)(d) of the Agreement establishing the Bank is granted by the Board of Directors.

3.2 The eligibility of a Bidder or Contractor on the basis of nationality shall be determined in accordance with the following rules:

   a) Natural Person: a Natural Person is eligible if he or she is a national of a member country of the Bank. Where a person has more than one nationality, such a person shall be eligible if the nationality indicated in his or her submission is that of a member country of the Bank.

   b) Business: a Business is eligible if it satisfies the following criteria:

      o It has its registered office or has its principal place of business in a country that is a member of the Bank;

      o Its legal existence is recognized and is in accordance with the laws of a country that is a member of the Bank; and

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

3.3 In order to be eligible:

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

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

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

   a) The Natural Person or Business has become bankrupt, is insolvent or in the case of a Business is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation;
b) The Natural Person or Business has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the Natural Person or Business is established or where the contract is to be performed;

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

Natural Person means an individual authorized by the laws of a member country of the Bank to offer Goods, Services, Real Estate and Works.
Real Estate, also known as real property, means land, buildings and premises that are purchased, built or leased by the Bank.

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

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

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

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ANNEX VIII – General Terms and Conditions for the Purchase of Goods and Services

1.1 Constitution of Agreement

1.1.1 For the purpose of these General Terms and Conditions for the Purchase of Goods and Services (the “GTC”), the “Bank” shall mean the African Development Bank and “Supplier” shall mean the party to the Agreement offering goods or services to the Bank.

1.1.2 The Agreement may include Special Conditions, Terms of Reference or any other documents expressly provided as being an integral part of the Agreement. Any reference to “Agreement” in these GTC also refers to the Agreement’s complementary documents.

1.1.3 The submission of any bid shall constitute acceptance of the GTC, except to the extent they may be modified by Special Conditions included in the Agreement.

1.2 Representations

1.2.1 The Supplier represents and warrants that:

(i) The Supplier has title to the goods and is fully qualified to sell, lease, or license such goods or that is has all required skills, experience, authorizations, licenses and permits necessary for the performance of the Services, as applicable;

(ii) The Supplier is not prohibited from bidding for a public procurement under the laws of the jurisdiction under which the Supplier operates;

(iii) The Supplier warrants that it has not been debarred from supplying goods or services by any international organization;

(iv) The Supplier ensures that wages of his personnel, their hours of work and the other labor conditions are at least as favorable as those established for work of the same character in the trade or industry concerned in the area where the work is carried out; and

(v) The Supplier conforms to all relevant laws and regulations of the country where the goods are to be delivered and where the services are to be performed.

1.2.2 The Supplier declares that it is fully cognizant of and undertakes to comply with the Code of Conduct of the Bank regarding suppliers that is attached to the Agreement.

1.2.3 The Supplier acknowledges that the Bank is entitled to verify the accuracy and veracity of the statements listed in paragraph 1.2.1 above. The Supplier shall facilitate the verification of the statements and shall complete any formality and provide any documents as may be required by the Bank.

1.3 Performance of Agreement

1.3.1 The Supplier shall not assign, transfer or subcontract any of its obligations under this Agreement, unless authorized in writing by the Bank. It shall be solely responsible for the performance of the Agreement in every respect.

1.3.2 Unless otherwise specified by or agreed with the Bank, the Supplier shall indicate the Agreement number on all invoices, shipping documents, packing slips, packages and correspondence, which shall be addressed to the Bank unless otherwise stated.

1.3.3 The Supplier shall immediately report to the Bank in writing any problems encountered which may jeopardize the performance of the Agreement.
1.3.4 The Supplier shall not engage in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practices in connection with the Agreement, the Bank may at its discretion, do any one or combination of the following: (i) declare void or terminate this Contract without liability for payment of the Contract Amount or any part thereof; (ii) declare the Supplier ineligible to contract with the Bank or to enter into contracts financed by the Bank; or (iii) pursue legal proceedings against the Supplier. For the purposes of this Agreement:

(i) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) “Obstructive practice” means:

1. Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

2. Acts intended to materially impede the exercise of the Bank’s inspection and audit rights.

1.3.5 Trade terms shall have the meanings assigned to them in the latest edition of INCOTERMS.

1.3.6 The Supplier 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 this Agreement.

1.4 Environmental Protection

1.4.1 The Supplier shall ensure that the work performed under the Agreement meets the legal requirements in force on the environment, safety, human health and preservation. It must be able to justify compliance at any time during the performance of the Agreement and during the warranty period upon request of the Bank.

1.4.2 In case the legal requirements referred to in paragraph 14.1 above evolve during the performance of the Agreement, any changes requested by the Bank to comply with the new requirements shall be effected through an amendment of the Agreement.

1.5 Liability, Immunities and Applicable Law

1.5.1 The financial liability of the Bank under the Agreement shall not exceed the total amount specified in the Agreement.

1.5.2 Nothing in the Agreement or relating thereto shall be construed as constituting a waiver of the privileges or immunities of the Bank.

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

1.6 Insurance

1.6.1 Prior to the commencement of the work under this Agreement, the Supplier shall obtain and maintain at its own expense for the duration of this Agreement, appropriate insurance coverage with appropriate loss limits, including any such insurance as required by the law of the country of incorporation or license and by the country where the goods are to be delivered or where the services are to be performed. Upon request, the Supplier shall provide the Bank with certificates of insurance for this insurance coverage.

1.7 Documents
1.7.1 The Supplier shall furnish all documents and technical information, including any information necessary for the maintenance or operation of the goods, that the Bank may deem necessary, in the language requested.

1.8 Changes to Agreement and Amendments

1.8.1 The Bank may, at any time, by written order designated or indicated to be a change order, make changes to the Agreement or any part thereof within the general scope of the Agreement, provided the stage reached in the performance of the Agreement so allows.

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

1.8.3 The parties may agree to amend this Agreement, provided that such amendment is mutually agreed to in writing by the parties.

1.9 Taxes

1.9.1 Supplies for the Bank are exempted from taxes and customs duty in accordance with Article 57 of the Bank’s Charter. Accordingly prices shall be quoted or invoiced free and clear of all applicable taxes, including value added tax, sales tax, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority.

1.9.2 If a Supplier is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoices and the Supplier shall provide to the Bank any additional information or document as may be required by the Bank for obtaining the requisite exemption.

1.10 Payment terms

1.10.1 In no event shall the Bank be required to pay for any goods or services not expressly identified in the Agreement.

1.10.2 Prices indicated in the Supplier’s bid shall be deemed to be firm, complete and not subject to revision. The prices are deemed to include all fees and charges, ordinarily included with the goods and services, including those relating to packaging, storage, insurance and transport to point of delivery and all other expenses necessary for the execution of this Agreement.

1.10.3 If the Agreement includes maintenance services, the prices for maintenance are deemed to include:

(i) The value of parts or components and the costs of equipment, ingredients and labor necessary for the performance of the maintenance services;

(ii) The travel allowances and expenses necessitated by changes to the goods at the initiative of the Supplier after approval of the Bank.

1.10.4 Except as otherwise provided in the Agreement, payment will normally be made by bank transfer within 30 days after receipt and acceptance of goods or from receipt of a properly signed invoice whichever is later. Invoices must be sent in duplicate (one original and one copy) at the address specified in the Agreement.

1.10.5 Invoices shall contain the following information: Agreement number, description of goods or services, quantities, indicating bank address and account number, unit price per item, agreed additional costs, total price, make, model and serial number or part number of goods supplied. The bank address and account number where payment is required should also be indicated on the Invoice.

1.10.6 Irrespective of their nature, all claims of the contractual parties, other than warranty claims, arising from or in any way connected with the Agreement, shall be asserted within 6 months after its termination.

1.10.7 Unless otherwise provided in the Agreement, the Bank shall pay only for goods received and for services rendered.

1.11 Inspection, Acceptance or Rejection
1.11.1 The Bank shall have 30 calendar days after proper receipt of the goods or services purchased to inspect them and either to accept or reject them as non-conforming with the Agreement.

1.11.2 Rejected goods will be returned to the Supplier, transportation charges collect, or held by the Bank for disposition at the Supplier's risk and expense.

1.11.3 Based on an inspection of a valid sample, the Bank may reject the goods or services in whole or in part. If goods delivered or services performed by the Supplier are found to be defective, the Bank shall have the right to require the correction thereof by the Supplier. The Bank may charge the Supplier for the cost of inspecting or re-inspecting rejected goods and/or services.

1.11.4 The Supplier agrees that the Bank's payment under this Agreement shall not be deemed acceptance of any goods or services delivered hereunder. Failure to reject the goods or services within 30 days shall be deemed acceptance. However, acceptance whether express or implied, shall not relieve the Supplier of its warranty obligations or liability for latent defects.

### 1.12 Warranty

1.12.1 The Supplier warrants that all goods supplied under the Agreement are:

(i) In conformity with the specifications, drawings, Terms of Reference or any other description of the goods or services that has been provided by the Bank;

(ii) In conformity with national or international technical, safety, health and environmental protection standards or recommendations;

(iii) Free from any defects in design, workmanship or materials.

1.12.2 All warranties specified in this Agreement shall be in addition to any other warranties, express, statutory or implied. This warranty shall survive the Bank’s inspection, acceptance and payment, and the Bank’s continued use of the goods or services after notifying the Supplier of their failure to conform to the Agreement or breach of warranty will not be considered a waiver of the Bank’s right to a remedy.

1.12.3 Unless otherwise provided in the Agreement, the warranty period for all goods and services, as applicable, shall be at least 12 months from the date of acceptance pursuant to article 1.11. The Supplier shall carry out all work, such as modifications and repairs, necessary to comply with the terms of the Agreement, or replace any part that is not complying with these terms during the warranty period. All costs (including transportation) arising in connection with this obligation will be borne by the Supplier.

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

### 1.13 Suspension

1.13.1 The Bank may at any time suspend the performance of this Agreement or any part thereof 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 Supplier’s further performance of the suspended part after the Supplier has been notified to suspend performance.

1.13.2 Suspension of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Agreement.

### 1.14 Termination

1.14.1 The Bank may terminate this Agreement, in whole or in part, at any time for its convenience by giving the Supplier a notice of such a termination stating that termination is for the Bank’s convenience, the extent to which performance under this Agreement is terminated, and the effective termination date.

1.14.2 If the Supplier has abandoned or repudiated this Agreement, has without valid reason failed to commence work under this Agreement or has violated any of the terms of this Agreement, the Bank will notify the Supplier in writing describing the failure or violation and give the Supplier a reasonable opportunity to remedy the default within a period of at least three (3) days. The Bank may, by written notice, without prejudice to any other remedy it may be entitled to, terminate this Agreement in whole or in part if the Supplier fails to remedy such default within the period specified.
1.14.3 Notwithstanding paragraph 1.14.2 above, the Bank shall have the right, in its sole discretion, to terminate the Agreement for default, without having to give the Supplier an opportunity to remedy, if the Supplier is in violation of paragraphs 1.3.1 or 13.4 of this Agreement, or if the Supplier becomes insolvent or bankrupt or ceases paying its debts generally as they mature.

1.14.4 If the Bank has failed to pay the Supplier any sum due under this Agreement within the specified period or if the Supplier is unable to carry out any of its obligations under this Agreement for any reason attributable to the Bank, then the Supplier may give a notice to the Bank that such events, and if the Bank has failed to pay the outstanding sum or to remedy the situation within forty-five (45) days of such notice, the Supplier may by a further notice to the Bank forthwith terminate this Agreement.

1.14.5 Upon receipt of the notice of termination under paragraphs 1.14.1, 1.14.2, 1.14.3 or 1.14.4, the Supplier shall, either immediately or upon such date as is specified in the notice of termination cease all further work under this Agreement, except for such work as the Bank may specify in the notice of termination for the sole purpose of protecting that part of the goods already delivered or of services already rendered or except for any work required in order to leave the site in a clean and safe condition. Subject to paragraph 1.14.6, the Supplier shall be entitled to be paid the Price specified in the Agreement attributable to the portion of the Agreement executed as at the date of termination, including all services provided and goods delivered, and reasonable costs, if any, incurred in leaving the site in a clean and safe condition. In case of partial termination of this Agreement, the Supplier shall continue performance of this Agreement to the extent not terminated.

1.14.6 In the event of termination for default pursuant to paragraphs 1.14.2 and 1.14.3, the Bank may procure, upon such terms and in such manner as it may deem appropriate, goods similar to those not delivered and the Supplier shall be liable for any excess costs or damage caused to the Bank by the Supplier’s default. The Bank reserves the right to offset costs, incurred by it in relation to the termination of the Agreement, from any monies due.

1.14.7 In the event of termination for convenience pursuant to paragraph 1.14.1, the Bank will, in addition to the amounts payable under paragraph 1.14.5, pay to the Supplier an equitable adjustment, not to exceed the total Agreement price, to compensate the Supplier for:

(i) the services accepted by the Bank but not paid previously and adjusted for any savings;
(ii) costs incurred in the performance of the work terminated, including initial and preparatory expenses; and
(iii) the cost of settling disputes with and making payments to the Supplier’s contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Agreement and not included in subparagraphs (i) and (ii) above;

1.14.8 Termination of this Agreement in whole or in part by the Bank shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Agreement.

1.15 Audit

1.15.1 The Supplier agrees to maintain, in accordance with sound and generally accepted accounting practices, records supporting all amounts invoiced under this Agreement.

1.15.2 The Supplier shall make such records available to the Bank or the Bank’s designated representative at all reasonable times until the expiration of three (3) years after the date of the final payment, for the purpose of auditing this Agreement.

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

1.16 Liquidated Damages

1.16.1 Unless provided otherwise in the Agreement, if the Supplier fails to perform this Agreement or any part thereof within the specified time stated in the Agreement, the Bank may, without prejudice to any other remedy under this Agreement, deduct from the Agreement price, as liquidated damages, a sum equal to 0.1% of the Agreement price for each day of delay until actual performance.

1.16.2 The liquidated damages shall begin to accrue Penalties the day after the contract period of performance of the services has expired, without the need to notify the Supplier in writing of such default.
1.17 Liability

1.17.1 The Supplier shall be liable for all damages arising from its action or that of its employees, agents or subcontractors, of which the Supplier or its employees, agents or subcontractors could be rendered responsible under applicable laws.

1.17.2 The Supplier shall bear the full financial consequences of any material damage or personal injuries, including death which, through the Supplier's action or that of its employees, agents or subcontractors, may be suffered by the Bank or its agents or any third party.

1.18 Intellectual Property and Confidentiality

1.18.1 The Supplier undertakes to indemnify and hold the Bank and its agents and principals harmless against any claim for infringement of intellectual property rights by the transfer or use of any of the goods or components thereof supplied by the Supplier to the Bank.

1.18.2 The Supplier shall be liable for all the consequences, in particular legal and financial, of the exercise by the Bank of its rights, and shall guarantee the Bank against any claim.

1.18.3 If the Supplier is prevented from using the goods or services provided hereunder, the Bank shall return the Bank for the price paid and for the costs of transportation, installation (if any) and all other costs relating to the acquisition thereof.

1.18.4 The Supplier shall not, while performing this Agreement or at any time thereafter, utilize 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 Agreement. The Supplier must inform its agents and subcontractors of the confidentiality obligations and security measures required for the execution of the Agreement. It must ensure compliance with these obligations by its subcontractors.

1.18.5 The Supplier shall not use the Bank's name or emblem in the absence of a prior express authorization from the Bank.

1.19 Dispute Settlement

1.19.1 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.

1.19.2 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.

1.19.3 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.

1.19.4 The arbitration shall take place in the venue specified in the Agreement, or, failing that, in Abidjan, Côte d’Ivoire and shall be in the English language.

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

1.19.6 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.

1.19.7 The provisions of this article shall remain in force after the termination of this Agreement.

1.20 Force Majeure

1.20.1 "Force Majeure" means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under this Agreement, (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.
1.19.2 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.

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

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

1.21 Severability

1.21.1 If any provision of the Agreement is held to be invalid or unenforceable, the remainder of the Agreement 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.

2. Packaging, Title and Risk of Loss for Goods

2.1.1 The Supplier shall provide proper and adequate packaging in accordance with prevailing commercial best practices to ensure that material shipped to the Bank will be delivered free of damage. The Supplier shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by the Bank due to the Supplier’s non-compliance with such instructions will be for the Supplier’s account. The Bank reserves the right to reject any and all shipments deemed by the Bank to have been inadequately packaged.

2.1.2 Title to all goods furnished under the Agreement shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to the Bank. Title will pass to the Bank on the earlier of the date of the payment for such goods or acceptance of the goods. The Supplier shall assume all risk of loss or damage for the goods until such time the title passes to the Bank.
ANNEX IX– DRAFT CONTRACT

ADB/RFP/CORW/2021/0057

FOR

INTERNET BASED NETWORK SOLUTION

BETWEEN

THE AFRICAN DEVELOPMENT BANK
RWANDA COUNTRY OFFICE (CORW)

AND

THE CONTRACTOR
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 Rwanda Country Office (CORW) having its offices at BPR-PCB Building KN:67& KN:30 P.O.Box 7329, Kigali, Rwanda on the one part and, hereinafter called the Service Provider a company duly incorporated and existing under the laws of Rwanda, Trade Register No ………………. whose principal place of business is located at XXXXXXXXXXXX, 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 RWANDA.

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 I: Terms of Reference
Annex II: Service Provider’s Technical Proposal
Annex III: Price Schedule
Annex IV: Service Level Agreement
Annex v: Supplier Performance Evaluation Form
Annex VI: General Terms and Conditions for the Purchase of Goods, Works and Services

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) "Sub-Contractor" means any Internet services 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 capacity of 25/25 Mbps Broadband Internet Connection Service connection to the Bank's office located at BPR-PCD Towers, Kigali-Rwanda.

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

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 Service Provider shall commence the Services no later than 5th May 2021, (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 5th May 2021. In accordance with TOR, this contract may be extended for one or more period of one (1) year with the aggregate time period of the original contract plus all combined extensions not to exceed five (5) 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 xxxxxxxxxxxxxxxxxxx (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 Quarterly service fee in advance of xxxxxxxxxxxxxxxxxxx on presentation of a quarterly invoice for services to be rendered.

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 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, licence 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 99.75% 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 callcenter@afdb.org and the Call Center Support line is 3900 (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 18:00 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 (2) 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 (Annex I, Section E), 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

15.1 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 V). 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.

15.2 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:  
CONTRACTOR  
AFRICAN DEVELOPMENT BANK

.......................... .......................... ..........................

.......................... ..........................

.............. .................................. ..........................

FOR THE:  
BPR-PCD Towers  
P.O Box 7329, Kigali, RWANDA
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 the: CONTRACTOR For the: AFRICAN DEVELOPMENT BANK

............................................................ ............................................................

............................................................ ............................................................

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

Place:............................................ Place:............................................
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 the Request For Proposal (RFP) 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 25/25Mbps 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 150 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 25/25Mbps 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 .......................................................... implements the solution within one (1) week upon the Bank request.

SECTION E: EXPECTED SERVICE LEVELS

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

<table>
<thead>
<tr>
<th>Cumulative monthly time of outages</th>
<th>Customer Credit (% of the monthly backbone recurrent charges)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal or less than 15 minutes</td>
<td>10 %</td>
</tr>
<tr>
<td>Equal or less than 30 minutes</td>
<td>20 %</td>
</tr>
<tr>
<td>Between 30 minutes and 2 hours</td>
<td>30 %</td>
</tr>
<tr>
<td>Between 1 hour and 4 hours</td>
<td>40 %</td>
</tr>
<tr>
<td>More than 15 hours</td>
<td>50 %</td>
</tr>
</tbody>
</table>
Annex IV

SERVICE LEVEL AGREEMENT (SLA)
FOR AFRICAN DEVELOPMENT BANK GROUP

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.

To achieve this, the monitoring tool should be configured to have the following:

1. Set a Threshold of 80% utilization on the link (Internet) and generate a trigger once threshold is breached
2. Set a Threshold of the Latency equal to the agreed SLA for our site and generate a trigger once threshold is breached
3. Configure and Automated Report for Internet availability. This report will be extracted weekly
4. Configure and Automated Report for Average Internet Utilization and Peak Link utilization for the link - This report will be pulled weekly and reviewed.
5. The destination for the alerts should be The Bank IT team whose addresses will be provided during contract implementation.

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 25/25 Mbps Broadband Internet Service connection to the Bank’s office located at BPR-PCDowers, Kigali/RWANDA.

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 fibre 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 service contract also includes technical support which may include the followings:
- Assistance in the resolution of the technical problems with the internet 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 an anomaly in service provision or 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 Internet service/equipment failure creates a serious business and financial exposure.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Internet service/equipment failure creates a serious business and financial exposure.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Internet service/equipment failure creates a low business and financial exposure.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Internet service/equipment failure creates a minimal business and financial exposure.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Outage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1 (Critical)</td>
</tr>
<tr>
<td>-----------------------</td>
</tr>
<tr>
<td>The Internet service/equipment failure causes the client to be unable to work or perform some significant portion of their job.</td>
</tr>
</tbody>
</table>

**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.]**

| There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way). | There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way). | There may or may not be an acceptable workaround to the problem. | There is likely an acceptable workaround to the problem. |

**Response Time**

| Within one hour. | Within one hour. | Within eight hours or by next business day. | Within eight hours or by next business day. |

**Resolution Time**

| The maximum acceptable resolution time is 24 continuous hours, after initial response time. | The maximum acceptable resolution time is two business days. | The maximum acceptable resolution time is 3 business days. | The maximum acceptable resolution time is 5 calendar days. |
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>
<tbody>
<tr>
<td></td>
<td>- 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.</td>
<td>- Requests taken 24 hours, seven days a week.</td>
</tr>
<tr>
<td></td>
<td>- Support requests are taken 24 hours, seven days a week.</td>
<td>- The Supplier and/or Local Agent shall provide support during normal working hours in the Bank, by phone and/or on-site intervention.</td>
</tr>
<tr>
<td></td>
<td>- Telephone call back within one hour from receipt of the request by the Supplier and/or Local Agent.</td>
<td>- Call back within one hour during normal working hours at the Supplier or Local agent.</td>
</tr>
<tr>
<td></td>
<td>- Guaranteed delivery of hardware replacements within one (1) business day of receiving the request for support.</td>
<td>- Guaranteed delivery of hardware replacements within four (4) business days of receiving the request for support.</td>
</tr>
</tbody>
</table>

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's ICT Officer/ICT Consultants.
- 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 ICT 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 |

The 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

The 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 the:  
CONTRACTOR  
AFRICAN DEVELOPMENT BANK

.......................................................
......................................................
..................................................................
................................................................
Date: .............................................  Date: .............................................
Place:.............................................  Place:.............................................
## Annex V

**PERFORMANCE EVALUATION OF SERVICE PROVIDER**

<table>
<thead>
<tr>
<th>SERVICE PROVIDER</th>
<th>PURPOSE OF CONTRACT</th>
<th>REFERENCE OF CONTRACT</th>
<th>EFFECTIVENESS DATE</th>
<th>EXPIRY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### EVALUATION PERIOD

<table>
<thead>
<tr>
<th>OVERALL EVALUATION RATING</th>
<th>TOTAL MARK</th>
<th>OVERALL RATING IN %</th>
<th>PERFORMANCE LEVEL</th>
<th>EVALUATED BY</th>
<th>APPROVED BY</th>
<th>ENDOURED BY CHGS2</th>
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## EVALUATION CRITERIA

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<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>COEFFICIENT (1-3)</th>
<th>RATING (1-10)</th>
<th>TOTAL (Coef. x Rating)</th>
<th>COMMENT</th>
</tr>
</thead>
</table>

### I. CAPACITY OF SERVICE PROVIDER

1. QUALITY OF CONTRACT SUPERVISION
2. COMPLIANCE WITH REGULATIONS
3. COMPLIANCE WITH TIME LINES
4. SUPPLY
5. HUMAN RESOURCES
6. TECHNICAL RESOURCES
7. MATERIAL RESOURCES
8. APPROPRIATE MEASURES PROPOSED
9. PROACTIVE HANDLING OF PROBLEMS
<table>
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<tr>
<th>10. PLANNING</th>
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<tr>
<td>11. COMPLIANCE WITH LOCAL LAWS</td>
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<tr>
<td>12. COMPLIANCE OF SERVICES</td>
</tr>
<tr>
<td>13. IDENTIFICATION OF SERVICE PROVIDER (uniform, badge, etc.)</td>
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<tr>
<td>14. MANAGERIAL EFFECTIVENESS</td>
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<tr>
<td>15. COST CONTROL</td>
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<td>16. COMPLIANCE WITH STANDARDS</td>
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<tr>
<td>17. UPDATE CAPACITY OF INSTALLED SYSTEM</td>
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<tr>
<td>18. FLEXIBLE HOURS</td>
</tr>
<tr>
<td>19. COMPLIANCE WITH CONTRACT CLAUSES</td>
</tr>
<tr>
<td>20. COMPLIANCE WITH TOR/ TECHNICAL SPECIFICATIONS</td>
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<tr>
<td>21. RESPECT FOR ENVIRONMENT</td>
</tr>
<tr>
<td>22. INNOVATION OF SERVICES</td>
</tr>
<tr>
<td>23. SKILLS TRANSFER, TRAINING</td>
</tr>
</tbody>
</table>

### II. STAFF

| 1. AVAILABILITY OF CONTACT PERSON |
| 2. NAME OF CONTACT PERSON (INTERFACE) |
| 3. PERFORMANCE, QUALIFICATION, COMPETENCE OF WORKER |
| 4. PUNCTUALITY |
| 5. PROFESSIONALISM |
| 6. ADJUSTMENT CAPACITY |
| 7. RESPONSIVENESS |
| 8. COMPLIANCE WITH INSTRUCTIONS |
| 9. CONFIDENTIALITY |
| 10. TIMELINESS |
| 11. RESPECT FOR WORK ENVIRONMENT |
| 12. QUALITY OF COLLABORATION |   |   |
| 13. MASTERY OF WORKING SOFTWARE |   |   |
| 14. CONDUCT / BEHAVIOUR |   |   |
| 15. WORKING LANGUAGE |   |   |

### III. SERVICES

| 1. QUALITY OF SERVICE |   |
| 2. AVAILABILITY OF SERVICE |   |
| 3. CLEANLINESS |   |
| 4. QUANTITY |   |
| 5. VARIETY |   |

### IV. COMPLIANCE ON SUSTAINABILITY REQUIREMENTS

| COMPLIANCE ON ECONOMY AS PER TOR |   |
| COMPLIANCE OF ENVIRONMENTAL REQUIREMENTS |   |
| COMPLIANCE OF SOCIAL ASPECTS |   |

### ANNEX X - BID SUBMISSION CHECK LIST

- [ ] Financial Bid Questionnaire (Annex 5)
- [ ] A copy of the company certificate of incorporation.
- [ ] Audited financial statements for the past 3 years (2017, 2018, 2019 or latest)
- [ ] Tax compliance certificate (RRA) not more than six (6) months old
- [ ] Registration Certificate from Rwanda Utilities Regulatory Authority
- [ ] Project plan for the management of the contract including delivery lead time, installation, commissioning and maintenance
A description of your relevant experience on this particular field, supported with at least three (03) examples of projects with similar nature and complexity carried out with satisfaction during the last three years 2017, 2018, and 2019 or latest

Qualifications and level of competency of each key staff to be assigned to the execution of the contract (use format as described in Appendix G (No. 10));

A Statement Of Conformity Form, fully completed and signed (using format as described in Annex 4, Appendix A)

Duly completed forms (Appendices A – G) that constitute Annex 4 of the RFP

The contract initialed and stamped on each page

Attend the mandatory pre-bid meeting and Site Visit on 5th April 2021

Proposals submitted in one (1) original and four (4) copies

Project Plan
- Ghant Chart/Network Diagrams
- Technologies used
- Bandwidth monitoring tool
- Redundancy link
- System administrator/user manual – (guidance on support escalation procedures)

- CV's of Project Team