Request for Proposals

ACQUISITION, IMPLEMENTATION, TRAINING AND MAINTENANCE OF AN IT SERVICE MANAGEMENT TOOL

REF.: ADB/RFP/CHGS/2017/0131
SUMMARY DESCRIPTION

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)
This Section is a letter from the Bank addressed to potential bidders inviting them to submit a proposal for the assignment. The LOI includes references to the selection method and applicable guidelines or policies of the Bank that govern the selection and award process.

Section 2: Instructions to Bidders
“Instructions to Bidders” contains provisions that are to be used without modifications. This Section provides information to help potential bidders prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

Section 3: RFP Data Sheet
“RFP Data” contains information specific to the current selection and corresponds to the clauses in “Instructions to Bidders” that call for selection-specific information to be added.

Section 4: Terms of Reference (TORs)
This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts.

Section 5: Evaluation Criteria and Methodology
This Section provides information and evaluation of proposals.

Section 6: Technical Proposal Questionnaire
This Section includes the forms for Technical Proposals that are to be completed by potential bidders and submitted in accordance with the requirements of Section 2.

Section 7: Financial Proposal Questionnaire
This Section includes the financial forms that are to be completed by potential bidders, including bidders’ costing of their technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 8: Eligibility Requirements
This Section contains information regarding eligible countries.

PART II – CONDITIONS OF CONTRACT

Section 9: This Section includes the General Conditions of the Bank that shall not be modified and the Special Contract Conditions.
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Dear Sir/Madam,

1. The African Development Bank (the “Bank”) invites proposals for the provision of goods and services as described in this Request for Proposal (RFP). To qualify for award, a bidder shall meet the qualification criteria set out in the Section 2.

2. The proposals submitted by bidders shall be received by the Bank on or before the date and time and in the manner specified in Section 2. The Bank’s requirement is set out in Section 4.

3. The Bank is an ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further economic development and social progress of African countries, individually and collectively. 81 member countries including all the 54 African countries and 27 non-African countries in the Americas, Europe and Asia own the Bank.

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

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

6. The information contained in the RFP is designed to enable bidders complete and submit proposals. Bidders shall read the RFP carefully and ensure proposals comply with the instructions provided in the RFP. Bidders are required to complete and submit the Technical Proposal Questionnaire (Section 6) and Financial Proposal Questionnaire (Section 7) in accordance with the Instructions to Bidders (Section 2), RFP Data Sheet (Section 3), Description of Goods/Technical Specification/Terms of Reference (Section 4), Eligibility Criteria (Section 8) and General and Specific Conditions (Section 9). The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology (Section 5). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.

7. Any eligible bidder interested in doing business with the Bank shall register with the Bank through its website at: https://eprocurement.afdb.org/sap/bc/webdynpro/sap/zsup_reg_submit#

8. A copy of all documents referred to in the RFP can be found on the Bank’s website: http://www.afdb.org/fr/about-us/corporate-procurement/procurement-notices/current-solicitations/

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

Division Manager
Corporate Procurement Division
General Services and Procurement Department

Date ________________
SECTION 2 - INSTRUCTIONS TO BIDDERS

GENERAL

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

2. Procurement Ethics, Integrity, Anti-corruption and Fairness
   2.1. It is the Bank’s policy that bidders/suppliers to the Bank observe the highest standard of ethics during the procurement process and execution of such contracts. In pursuance of this policy, the Bank shall reject a proposal if it determines that the bidder, or any of its personnel, agent, consultant, subcontractor or service provider, has, directly or indirectly, engaged in “Corrupt”, “Fraudulent”, “Collusive”, “Coercive” or “Obstructive” practices in competing for the contract in question. These terms are as defined in the General and Specific Conditions. The Bank may also declare the bidder ineligible for participation in future procurement and award of contracts, either indefinitely or for a stated period of time.
   2.2. A bidder/supplier who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank shall reject a proposal if it determines that any such gift has been offered.
   2.3. All bidders/suppliers are required to comply with the Code of Conduct for Suppliers in the General and Specific Conditions.

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

4. Joint Venture
   4.1. Where a joint venture or any other form of partnership (JV) approach is proposed, bidders are required to provide full details of the JV and nature of relationship with other JV members. Bidders forming a JV shall nominate an authorized representative of the JV (duly evidenced by submitting a power of attorney signed by a legally authorized representative of the JV) who shall have the authority to conduct all business for and on behalf of all members and enter into the contract. Each member shall meet the eligibility criteria as defined in the Presidential Directive.
   4.2. A JV shall comprise no more than four members. At least one member shall provide 40% of the contract sum and each of the other members shall provide at least 20% of the contract sum.
   4.3. All members shall be jointly and severally liable for the performance of any resulting contract.

CLARIFICATION OF THE PROCUREMENT PROCESS

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

7. **Clarification of RFP**
   7.1. A bidder requiring any clarification on the RFP shall notify the Bank in writing at the details provided in the **RFP Data Sheet** and within the period for clarification in the **RFP Data Sheet**. Written copies of the Bank’s response (including the questions raised without identifying the source) shall be posted on the Bank’s website.
   7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change to the RFP shall be raised at the earliest opportunity in writing at the details provided in the **RFP Data Sheet**. The Bank shall not consider any request to change the General Conditions.
   7.3. The Bank shall determine, in its sole discretion, to accept or reject any query or request for change. Any response from the Bank shall be binding on bidders.
   7.4. A bidder who contacts any member of Bank staff directly or indirectly in relation to the procurement (except staff specified in the **RFP Data Sheet**) shall be disqualified.
   7.5. The Bank shall not respond to any query or request received after the deadline in the **RFP Data Sheet**.

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

**PREPARATION OF PROPOSALS**

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

10. **Language of Proposals**
    10.1. The proposal and all correspondence and documents relating to the proposal exchanged by the bidder and the Bank shall be written in the language specified in the **RFP Data Sheet**. A proposal submitted in a language not specified in the **RFP Data Sheet** shall be rejected.
    10.2. Any printed literature furnished by the bidder written in another language other than the language specified in the **RFP Data Sheet** shall be accompanied by a certified translation in the language in the **RFP Data Sheet** of its pertinent passages in which case, for the purpose of interpretation of the proposal, the translation shall govern.
11. **Subcontractors and service providers** – Bidders shall identify any sub-contractors that will play a significant role in the bidder’s performance of the contract. The Bank reserves the right to obtain the same level of information from subcontractors as from bidders.

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

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

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

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

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

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

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

19. **Sustainable Procurement** – the Bank is committed to managing its business in an environmentally and socially responsible manner. The Bank would like to work with and encourage suppliers to execute the contract in the same manner. Bidders are encouraged to set out how they intend to incorporate environmental and social considerations if awarded the contract.
20. **Alternative Proposals** - The Bank shall not consider any variation to its requirements ("Alternative Proposal") unless expressly permitted in the RFP Data Sheet. If an Alternative Proposal is permitted, the Alternative Proposal shall be accompanied by a fully compliant proposal, i.e. one that meets the minimum technical requirements. The bidder shall quote the price for the fully compliant proposal and then separately provide the technical specification, methodology and adjustment in price that can be offered if the Alternative Proposal is accepted. The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Proposal of the successful bidder shall be considered.

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

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

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

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

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

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

27. **Bid Security**
   - **27.1.** If provided in the RFP Data Sheet, the bidder shall furnish, as part of its proposal, the original of either a Bid-Securing Declaration or a bid security in the amount, form and valid for the period in the RFP Data Sheet.
   - **27.2.** The bid security shall be in the form of a certified cheque or a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank. Any proposal not accompanied by a substantially responsive bid security shall be rejected.
   - **27.3.** The Bank may require bidders to extend the period of validity of a bid security. If the bidder does not extend the validity of the bid security, the bidder’s proposal shall be rejected unless the bidder submits a new bid security acceptable to the Bank before the expiration of the bid security.
   - **27.4.** The bid security of a joint venture shall be issued in the name of the joint venture submitting the proposal and shall list all members of the joint venture.
27.5. The bid security shall be returned to bidders or forfeited in the circumstances specified in the RFP Data Sheet.

SUBMISSION AND OPENING OF PROPOSALS

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

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

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

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

32. Proposals submitted by mail, courier or hand-delivery
32.1. If provided in the RFP Data Sheet, proposals shall be submitted by mail, courier or hand delivery.
32.2. Proposals shall be submitted in a sealed envelope (with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes) and addressed to the Bank at the address in the RFP Data Sheet.
32.3. Each bidder shall submit proposal in one original and four copies (any attachment, appendix and annex thereto shall also be submitted in one original and four copies): the original proposal shall carry the mention “Original” and each of the four copies the mention “Copy”. The technical proposal (one original and four copies) and the financial proposal (one original and four copies) shall each be placed in two separate sealed envelopes (the “internal envelopes”).
32.4. The following mention shall appear on each internal envelope:
   a) the RFP reference;
   b) the mention “Technical Proposal” or “Financial Proposal” as the case may be; and
   c) the name and address of the bidder.
32.5. The internal envelopes shall be placed together in a large single envelope called “external envelope” which shall be anonymous and carry the label in the RFP Data Sheet that should be photocopied and placed on the external envelope.
32.6. Any alternative proposal shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly be identified as “Alternative”.
32.7. All pages of the proposal shall be numbered. Each copy of the proposal shall be bound in a single volume where practical. All documentation submitted with the proposal shall be bound in a single volume.
32.8. The person or persons signing the proposal shall initial all pages of the proposal where
32.9. When delivered by hand, the proposal shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 12.00 hrs. and from 14.00 hrs. to 18.00 hrs., Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

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

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

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

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

EXAMINATION OF PROPOSALS

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

36. Clarification of Proposals

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

36.1.1. Require any bidder to clarify any part of its proposal;
36.1.2. Require any bidder to provide further information or documentation;
36.1.3. Undertake site visit to any bidder; or
36.1.4. Contact referees provided by any bidder.

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

37. Determination of Responsiveness

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

37.1.1. “Deviation” is a departure from the requirements specified in the RFP;
37.1.2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
37.1.3. “Omission” is the failure to submit part or all of the information or documentation required in the RFP.

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

37.2.1. If accepted, would:
37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;
37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank’s rights or the bidder’s obligations under the proposed contract; or
37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.

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

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

**BID EVALUATION**

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

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

**AWARD OF CONTRACT**

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

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

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

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

44. **Debriefing** - Unsuccessful bidders may request debrief upon request to the Bank within seven (7) days from receipt of the regret letter.
45. **Contractual Relationship** - The contractual relationship shall be governed by the General and Specific Conditions and shall include the description of goods/technical specification/terms of reference, the successful bidder’s technical and financial proposal. **No other terms and conditions put forward at any time by the bidder shall form part of the contract.**

46. **Performance Security**

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

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

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

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

47. **Advance Payment**

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

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

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

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

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

**FURTHER ASSISTANCE**

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

50. **Assistance** – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual if provided in the **RFP Data Sheet**. Alternatively, bidders can contact tender@afdb.org and quote the tender reference.
SECTION 3 – RFP DATA SHEET

### The numbering below refers to the appropriate numbering of the introduction

| § 1 | The goods and services to be provided are: Acquisition, implementation, training and maintenance of a financial projection system for the Bank. |
| § 1 | To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria: |

**Eligibility of Bidders, Goods and Services:** Goods and services procured by the Bank shall be produced in a member country of the Bank and supplied by bidders from a member country of the Bank.

**Eligibility Criteria:** a bidder shall not normally be eligible if any of the situations in the Presidential Directive concerning the rules for corporate procurement activities of the Bank apply.

**Financial Standing:** An average turnover of at least USD 700,000 per annum for the last three years 2016, 2015, 2014 or latest. A bidder shall demonstrate current soundness of financial position and its long-term profitability.

**General and Specific Experience:** a bidder shall have a specific experience and successfully or substantially implemented as a prime contractor at least Two projects of a similar nature and complexity (the contracts cited shall be at least 70% completed) in the last 5 years.

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

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

### The numbering below refers to the appropriate numbering of the instructions to bidders

| § 7 | Request for clarification and/or request for change to the RFP shall be sent in writing by electronic mail: tender@afdb.org; or (iii) to the question and answer section in the AfDB e-Procurement portal. The request shall be received by the Bank no later than: 10th January 2018 |
| § 8 | The Bank shall organize a site visit and pre-bid meeting: NO |
| § 10 | The language of proposals and all correspondence is: English or French |
| § 20 | Alternative proposals are accepted: NO |
| § 24 | The prices shall be expressed in EUR or USD |
| § 25 | The Bank’s requirement is divided into lots: NO Bidders can submit a proposal for one or multiple lots NO |
§ 26  The minimum period of validity of proposals is **ninety (90) days** from the deadline for submission of proposals.

§ 27.1  Bid security is required: **NO**

§ 27.1  However, the bidders are required to fill out a Bid-Securing Declaration Form to secure their bid. Any bid not supported by a Bid-Securing Declaration will be automatically disqualified. A Bid-Securing Declaration shall use the form included in Section 6, Appendix 6L.

§ 28  The deadline for submission of proposals is: **Monday, 22nd January, 2018 at 3:00 PM, Abidjan local time.**

§ 31  Proposals shall be submitted electronically: **NO**

Submitted proposals shall be accompanied by an electronic copy on a USB Key of technical proposal only. No financial information should be included.

The USB key shall be sent in the external envelope and to the address as specified in section §32 below of the RFP Data sheet.

§ 32  Proposals shall be submitted by mail, courier or hand delivery: **YES**

Proposals shall be sent to the following address and the external envelope shall bear the following information:

Corporate Procurement Division  
General Service and Procurement Department  
HQ Building – 17th Floor, Office N° 17-S-21  
Avenue Joseph Anoma – Plateau  
01 BP 1387 Abidjan 01, Cote d'Ivoire

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

**REF.: ADB/RFP/CHGS/2017/0131– ACQUISITION, IMPLEMENTATION, TRAINING AND MAINTENANCE OF AN IT SERVICE MANAGEMENT TOOL**

**RFP Closing Date and Time:** **Monday, January 22nd, 2018 at 3:00 PM, Abidjan time.**

§ 46  Performance security is required: **YES**

§ 47  Advance payment will be provided to the successful bidder: **YES**

Payment will be made as set out in the General and Specific Conditions.

The successful bidder will be required to provide advance payment guarantee in the format set out in Section 6.

§ 48  The Bank shall retain 10% of the contract sum until the end of the defects liability period: **YES**

The amount will be returned to the bidder as set out in the General and Specific Conditions.
SECTION 4 – TERMS OF REFERENCE

1. BACKGROUND INFORMATION

The African Development Bank Group (AfDB or the Bank) is a regional multilateral development finance institution established in 1964 and engaged in mobilizing resources towards the economic and social progress of its Regional Member Countries (RMCs) individually and collectively. In 2014, the Bank moved back to its Headquarters in Abidjan, Côte d'Ivoire. The Bank has 81 members consisting of 54 regional (RMCs) and 27 non-regional (NRMCs) member countries and has approximately 2,000 staff members, who have been recruited from a wide geographic area only limited by membership in the Bank, making the institution multicultural in every sense of the word. The Bank has two official languages: English and French. It co-operates with a large network of international development partners. For purposes of its operations, the Bank maintains field offices in certain of its RMCs.

1.1. Client Services Division (CHIS4) within the scope of the Bank’s objectives

1.1.1 The Vice-Presidency, Human Resources and Corporate Services (CHVP) ensures the delivery of efficient, people-centered, client-oriented, corporate services to ensure overall institutional effectiveness in all aspects of the Bank’s corporate services. The complex leads efforts to ensure the competitiveness of the Bank as the employer of choice and is responsible for providing leadership in the formulation and implementation of Bank’s strategies on people, IT, general services and institutional procurements, language services, business continuity and, health and safety strategies.

1.1.2 The Corporate Information Technology Services Department (CHIS) is mandated by the Bank to deliver reliable and innovative IT services and solutions needed to fulfill the Bank’s mission anytime, anywhere, on target, on time, and on budget. To support the Bank’s long term strategy with priority programs (high five), the IT department aims to (i) align the IT delivery capability to implement the Development and Business Delivery Model (DBDM); (ii) provide an effective support to the decentralization strategy, (iii) Enable organizational effectiveness through efficient use of IT systems, (iv) Maintain financial soundness and business continuity, (v) optimize and transform Bank’s business process for developing Africa (vi) achieve lower total cost of ownership even while building capacity via “economies of skills”. CHIS has 4 divisions and Director’s front office:

- Director’s Front Office (CHIS.0) is in charge of the Directorate, Enterprise architecture, regional and country office IT coordination, Program management office (PMO), and Planning & administration.
- Business Solutions Development and Maintenance Division (CHIS.1) is responsible for development, configuration and maintenance of the Bank’s business application systems for both SAP and non-SAP environments. It innovates and automates the Bank’s business processes and workflow to improve efficiency of the Bank operations.
- Data Center Systems Management Division (CHIS.2) responsible for Banks’s Data Centers management, systems engineering, storage management and database administration services to “Run the Bank’s” IT platforms and ensure continuity of business operations.
Network and Telecom Services Division (CHIS.3) is responsible for IT networking, connectivity, unified communications (Video, Voice & data) and IT infrastructure management services. It enables all Bank staff and business partners to have a secured access to the Bank’s IT services from anywhere and cater for innovation and collaboration.

Client Services Division (CHIS.4) serves as the “face” of IT department and the “one-stop-shop” for IT support services that provides efficient and effective the ‘Run the Bank’ capability by educating, empowering & responding to the client community with support services and optimal user access and usage of IT services. This includes the provision of IT service desk operations, client technology services, IT asset management, IT service management (ITSM), business relationship management, communications and training.

1.2. Service Desk Operations

1.2.1 The Service Desk Operations within CHIS4 include “ADB Call Centre Team”, 1st Level Support Team, Onsite Support Team, Business Applications Support Team, Video Conference, Telecom and Network Support Team (all IT services support bankwide, HQ, Regional Resources Centers and Country offices) and Virtual Executive Support Team. The ITSM Tool is the primary working tool for the Service Desk operations.

1.2.2 The current ITSM tool is SiteHelpDesk

2. INTRODUCTION

2.1 The Bank has taken the decision to implement IT Service Management (ITSM) based on the Information Technology Infrastructure Library (ITIL® 2011) framework to enable a more efficient and effective management of the IT services delivery to the business entities of the Bank. For general information about the Bank please see: http://www.afdb.org/en/.

2.2 In order to achieve this objective, the Bank is currently designing, implementing and improving ITSM processes across the Bank’s IT Department. To facilitate this implementation and improvement initiative, the Bank is now seeking assistance in the implementation of an automated solution to support the ITSM processes. The current ITSM tool, SiteHelpDesk (SHD), being used at the Service Desk, is somehow not fully satisfying the expectations/requirements of the Bank for its IT Service Delivery. It needs to be replaced accordingly.

2.3 The Bank has chosen the ServiceNow® platform as its preferred solution

2.4 Therefore, the Bank invites ServiceNow ITSM Solution Integrators, holding the ServiceNow Full Version Products Authorization, to assist it in the following tasks:

a) Provide the ServiceNow ITSM solution with the required number of licenses (100)
b) Assist in the parametrization / integration of ServiceNow onto the Bank’s existing technical IT infrastructure
c) Train Bank’s IT staff (up to 100 staff) in the use of the solution
d) Train a certain number of selected Bank IT staff (approximately 10 staff) to execute daily system administrator tasks
e) Provide training material both in English and French to be used to train the Bank’s users regarding the use of the Self-Help / Self service portal
f) Provide on-going support and maintenance of ServiceNow®
2.5 The implementation of ServiceNow® will consist of the following phases:
   
a) Configure the processes in scope in ServiceNow ITSM and replace SiteHelpDesk (SHD) by ServiceNow
   
b) Ensure that existing data and customer/user details in SHD be migrated towards the new ITSM tool (ServiceNow®);
   
c) Configure the Self-Help tool of ServiceNow and introduce this to the users of the Bank. This will consist of a pilot phase followed by a phased introduction; and
   
d) As the process implementation continues, expand the number of processes to be supported by the help of ServiceNow functionalities.

4. SCOPE AND REQUIREMENTS

4.1 This Request for Proposal is for the provision, integration, support of an integrated automated ITSM system for the AfDB.

4.2 The number of users of the solution and licenses is foreseen for up to 200 staff members of the IT department, which are located at the Headquarters (in Abidjan, Cote d'Ivoire), the 5 regional hubs (East Africa – RDGE, Central Africa – RDGC, North Africa – RDGN, Southern Africa – RDGS, West Africa – RDGW) as well as in the country offices in Africa. The Self-Help interface (of ServiceNow) for the end-users must allow for usage by, up to, 3000 users concurrently, anywhere, anytime.

4.3 The following processes and the Service Desk function, are in the scope of support by the ITSM system. In addition, the system should be flexible enough to handle all the other IT Service Management processes:
   
a) Service Desk function
b) Incident Management
c) Request Fulfillment
d) Change Management
e) Problem Management
f) Service Asset & Configuration Management
g) Service Level Management
h) Service Catalogue Management
i) Supplier Management (It is worth to note that the term “Vendor management” maybe used in Bank’s internal in language instead of the ITIL term Supplier Management)
j) Business Relationship Management
k) Release and Deployment Management
l) Knowledge Management

5. TASKS
5.1 For this Request for Proposal, the following tasks are to be carried out by the selected service provider:

a) Provide an integrated automated solution (ServiceNow®) fit for purpose to support the already deployed and to be deployed ITSM processes based on the ITIL® 2011 framework
b) Assist in the integration of the solution onto the existing technical IT infrastructure
c) Configure the tool to fit the Banks ITIL processes
d) Assist in reviewing/updating the Bank’s ITIL processes documents
e) Assist in optimizing the Banks Logical Configuration Management model, to best fit the tools configuration management module
f) Train the IT staff (up to 100 staff) in the use of the tool
g) Train up to 10 Bank IT staff to execute daily system administrator tasks
h) User-training of all staff from the IT Department, training and coaching for the local administrators, Bank staff at the Headquarters in Abidjan, Côte d’Ivoire, as well as in the Regional Offices and the Country Offices, and, Bank’s partners is an important part to assure the success of this project.
i) Provide on-going support/maintenance of the solution
j) Insure scalability in the deployment to factor in the on-going Bank’s decentralization towards 5 regional hubs and the activities in its country offices

5.2 A high level planning is requested from the Vendor.

5.3 A close cooperation between an internal team of the Bank and the selected bidder’s consultant(s) is required in order to optimize the transfer of knowledge.

6. RESPONSIBILITIES OF THE BANK

6.1 The Bank will provide offices to the Vendor’s staff when they work within the Bank’s premises. It will provide the Vendor with all the documents relevant to the integration and support of the solution.

6.2 The Bank will facilitate access to the buildings and to the network for the Vendor’s staff when they work within the Bank’s premises.

6.3 The Bank will facilitate contacts with all stake-holders in the project, like, but not limited to, personnel from the IT department, from external providers, from internal clients.

6.4 The Bank shall do its best to sponsor the project throughout the organization and to provide sufficient support at senior management level.

7. RESPONSIBILITIES OF THE VENDOR

7.1 During the installation and integration

7.1.1 The Vendor shall produce / provide all the reports or presentations in either English and/or French and all material shall be available in electronic form and shall be the exclusive property of the Bank. Hardcopies when requested should be available

7.1.2 The Vendor shall maintain a complete list of sources of information used and surrender all documents to the Bank at the end of the assignment. All the reports produced by the Vendor
within the scope of the current solution assignment shall be the exclusive property of the Bank;

7.1.3 The Vendor’s staff will also be expected to interact with the other consultants who are retained by the Bank for other tasks, if applicable.

7.1.4 The Vendor shall take care of sufficient knowledge transfer to at least, but not limited to, all key staff from the IT department, the Bank’s identified process managers (the IT department), Bank staff at the Headquarters in Abidjan, the Regional Offices as well as in all the Country Offices, and Bank’s partners, in order to assure the transfer of knowledge necessary to manage, maintain, and operate the solution and being able to adaptively integrate enhancements as needed or required.

7.2 During the Support period

7.2.1 The Vendor shall provide support to agreed key users from the IT department during the agreed time frames; The Vendor shall indicate and provide various support channels to communicate on issues or questions regarding the ITSM Tool (ServiceNow®) (e.g. telephone, email, web portal).

7.2.2 The Vendor shall respect incident priority definitions, including response and resolution times, as set out in the to be mutually agreed Support Agreement; the Vendor shall report on the incident response and resolution performance targets (percentages).

7.2.3 The Vendor shall provide an account representative (Business Relationship Manager and/or Service Level Manager) during the Bank’s working hours (e.g. to escalate a service issue, or discuss an enhancement request). The escalation procedure shall also enable to reach vendor personnel during non-Bank’s working hours to address and handle any service issue.

8. OVERALL PROJECT MANAGEMENT

8.1 The Bank will appoint a Project Manager/Service Owner in CHIS4 who will be the daily contact point for the vendor and who will manage the project from the Bank’s position. This Project Manager may be assisted by an independent external consultant.

8.2 The overall project governance is managed by a Project Steering Committee. This steering committee is expected to be composed of the IT Director and his management team to which some Heads/Managers of key identified Organizational Units in the Bank will be added. The project steering committee will in any case gather at the kickoff of the project, at major milestones (to be defined), at the handover to support and at the project closure.

8.3 The Vendor’s Project Manager / Lead consultant reports to the Bank’s designated Project Manager / Service Owner in CHIS4. He/She will lead the analysis, planning and implementation process, assures the achievement of milestones and the quality of project deliverables (on time, on budget), reports on planned progress and deviations, alerts on risks and resistance to change, and provides guidance to the Bank’s project board in various aspects of the implementation and improvement process including:

a) Identify all required resources in anticipation of each module kick off and implementation and advice the Bank on how best to ensure the resources are made available for the project.

b) Ensure regular meeting and discussion of project information amongst all the various groups and sub groups engaged in the project.

c) Weekly project progress documentation on agreed standard templates.
d) Report progress to the Bank’s Project Manager.

e) Anticipate and alert the relevant authorities of the Bank on envisaged problems and proper solutions to ensure that the project implementation is not unnecessarily derailed, slowed down or interrupted.

9. MANAGEMENT OF CHANGE

9.1. Management of Change is both a responsibility of the Vendor’s Project Manager (define, report, act) and of the Bank (define, communicate, validate).

9.2. The terms of the agreement between the Bank and the Vendor should hold specific procedures to be followed in case of a deviation from plan, or deviation from specification, being Vendor-originated or Bank-originated.

10. DELIVERABLES

From the selected bidder, the following deliverables are expected. Also, additional deliverables may be identified:

a) An integrated automated and operational ServiceNow® solution which fits for use and purpose to support the already deployed and to be deployed ITSM processes based on the ITIL® 2011 framework

b) Assistance in the integration of the chosen solution onto the existing technical IT infrastructure of the Bank

c) Configuration of the ITSM Tool to fit the Banks ITIL processes

d) Assist in reviewing/updating the Bank’s ITIL processes documents

e) Assist in optimizing the Banks Logical Configuration Management model, to best fit the tools configuration management module

f) Train the IT staff (up to 100) in the use of the tool

g) Train up to 10 Bank IT staff to execute daily system administrator tasks

h) Provide on-going support/maintenance of the solution

i) Insure scalability in the deployment to factor in the on-going Bank’s decentralization towards 5 regional hubs and the activities in its country offices

j) User-training of all staff from the IT Department, training and coaching for the local administrators, Bank staff at the Headquarters in Abidjan, Côte d’Ivoire, as well as in the Regional Offices and the Country Offices, and, Bank’s partners is an important part to assure the success of this project.

10.1 Roadmap

10.1.1 The Roadmap is a high level planning containing milestones and recommendations based on the initial study of the implemented and designed ITSM processes in line with the project. The Roadmap is to be presented to the Steering Committee for approval;

10.1.2 The Roadmap should at least contain:

a) A tentative planning in phases and milestones

b) A global resource planning (containing Bank staff and Vendor staff requirements and deployment)
c) Recommendations as to the best approach for obtaining maximum benefits from implementing the automated integrated solution for the ITSM processes (phasing, grouping)

d) A training plan for knowledge transfer

10.2 Detailed Implementation Plan

10.2.1 The detailed implementation will be worked out in cooperation with the Bank and should show the level of detail needed to properly manage the project. Items might be:

   a) Planning per process (module)
   b) User Requirement specification and validation sessions with the process managers
   c) Quality Assurance Review work during the technical implementation of ITSM solution
   d) User Acceptance Testing (UAT)
   e) User and stake-holder training

10.2.2 Bidders are required to provide a detailed planning of a typical integration project based on the information provided including milestones and deliverables. Please indicate the needed Bank’s resources (with timing and estimated effort).

10.2.3 Bidders are required to mention the assumptions made regarding this planning.

10.3 Implemented IT Service Management Solution – ServiceNow®

An implemented integrated automated ITSM system solution requires at least the following items to be operational:

   a) Service Desk function
   b) Incident Management
   c) Request Fulfillment
   d) Change Management
   e) Problem management
   f) Service Asset & Configuration Management
   g) Service Level Management
   h) Service Catalogue Management
   i) Release and Deployment Management
   j) Knowledge Management
   k) All system modules parameterized to the Bank’s organization and way of working, where applicable;
   l) All system and user documentation relevant for the operation and maintenance of the solution fully provided to the Bank in electronic, hard copies and maintainable forms;
   m) Reporting capabilities of the system daily/weekly/monthly reports
   n) Possibilities to know the status of the “calls” logged in the system
   o) End to end tracking
10.4 Managed IT Service Management support

For user support and for the ongoing maintenance, a contract plus Service Level Agreement, mentioning at least priorities, support windows, support levels, timelines, escalation procedures, quality measurement systems, agreed service levels, service level monitoring and reporting. Based on sample contract attached.

10.5 Training sessions (up to 100 IT staff)

In order to ensure that all knowledge relevant for the (key-) users and stakeholders be fully transferred to the Bank, the Vendor is expected to come up with training programs required to enable Bank staff operate and run smoothly the automated processes implemented. The Vendor will deliver the training sessions onsite in Bank’s premises at HQ in Abidjan. All deliverables are subject to Project Manager’s/Service Owner approval before discharge.

11. COSTS

Bidders are requested to provide a clear and complete overview of the following cost elements related – and detailed to – the provision and integration (and eventual customization) and the support activities (contract):

a) Total cost of ownership of the tool over a 5 years’ period. This should include the integration, setup, parametrization, licenses, specific onsite infrastructure data migration, ongoing support & maintenance, enhancement costs (initial & future), training. Please specify any assumptions made in your calculation.

b) The financial impact of a migration towards the full version (optional).

c) Support costs: Specify what sort of Vendor assistance will be included in the support contract.

12. THE BANK’S ENTERPRISE NETWORK

12.1.1 The Bank’s enterprise network is mainly constituted by two parts, namely telecommunication network commonly known as Wide Area Network (WAN) and Local Area Network (LAN).

12.1.2 The WAN infrastructure itself is comprised of three components that are optimally integrated; has enabled the Bank offices connect with each other, to the rest of the world and provided access to various automated application services hosted at the Bank’s Headquarter.

12.1.3 The first component is VSAT network connecting 3 Regional hubs and 28 country offices with the teleport located at Bank’s HQ in Abidjan. The managed VSAT network Service is provided by Emerging Markets Communications (EMC) using satellite NSS-12.

12.1.4 The second component is dedicated and redundant terrestrial network consisting of MPLS backbone interconnecting HQ, 3 Regional hubs and 3 country offices and a point-to-point clear channel (100Mbps) connecting HQ and SARC data centers. The terrestrial network service is provided by Hughes Network Systems (HNS).
12.1.5 The third component is internet connection provided by the local internet service providers in each country.

12.1.6 A combination of the three or two WAN connectivity solutions is used depending on the business requirement in the respective offices and availability of solutions.

12.1.7 The LAN which is deployed in HQ, Regional hubs and country offices includes the campus and datacentre network. The network infrastructure caters for access to the Bank’s applications and services such as SAP, DARMS, Sharepoint, Intranet, Internet, e-mail, four digits IP Telephony, International calls, video and audio conferencing Services.

12.1.8 The health of the enterprise network is vigilantly monitored through different tools such as PRTG, Nagios, SatLink and Cacti.

13. EXPECTED DURATION OF IMPLEMENTATION

Implementation is expected to last not more than 6 months from the date of commencement.

14. PERFORMANCE EVALUATION OF THE CONTRACT

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

The results below those expected by the Bank and the failure to obtain the minimum required score for each criterion expose the Contractor to sanctions.

15. PROJECT IMPLEMENTATION AND DURATION OF THE CONTRACT

Upon selection of the service provider and the successful completion of negotiations, the Bank intends to award a contract with a base period of 01 year, renewable on annual basis upon satisfactory performance for a maximum of duration of five (05) years.
ANNEX 1 TO THE TOR

GENERAL FUNCTIONAL REQUIREMENTS

1.1 Functionality needed today

1.1.1 The Bank is in the middle of the project “implementing IT Services Management (ITSM) based on Information Technology Infrastructure Library (ITIL 2011) framework”, which consists of an Analysis phase to define the current state of processes (maturity), a Design phase (to improve or to develop processes), a Pilot and Implementation phase (to coach, to adjust) and a Run phase (to hand over to the process managers);

1.1.2 Since the maturity of the processes in scope is variable and the progress of the process Design and piloting is an on-going project, the functional requirements are, as good as possible with current information, provided in the next chapters;

1.1.3 The Vendor is requested to answer the requirements regarding the “functionality needed by the Bank.

1.2 Functionality in the future

Functionality in the future concerns the following angle:

What is the roadmap of the product ServiceNow® ITSM (i.e. what enhancements and features the Vendor has planned for release and over what timetable); The Vendor is requested to specify on this point

1.3 General Solution Criteria

a) The tool should use ITIL® 2011 process terms and align to ITIL 2011 workflows and process interfaces.

b) The tool should have security controls in place to allow only authorized staff and users to view, open, modify, authorize and close records based on their role.

c) The tool should support designating fields as mandatory.

d) The tool should be able to produce 'out of the box' management reports without additional products or consultancy services. Including Service Level Achievements/Targets for services.

e) The tool should facilitate the production of management reports from historical records.

f) The tool should provide an audit trail for record information and updates. E.g.: IDs of individuals or groups opening, updating and closing records; dates and times of status and activities updates, types of activities.

g) The tool should automate notification and escalation to keep IT and users informed of potential issues or progress.

h) The tool should provide facilities within the tool database for archiving closed records.
1.4  **User Interface**

a) The tool should support at least 100 IT staff and 3000 Bank’s staff concurrent users.

b) The tool should prevent more than one user updating a single record simultaneously.

c) The tool should be able to use the English AND French language in screens (including Help screens). This should be based on the user profile, but the user must be given possibility to overrule this setting.

d) It should be possible for the system administrator to modify the terminology of the data input and reporting mechanisms.

e) Menus, windows, web-browsers or similar techniques should be provided to facilitate ease of use.

f) The tool shall also be accessible thru IOS and Android applications on mobile devices such as smartphones and tablets.

g) A means should be provided of allowing expert users to quickly move between functions and/or enter data, for example, by the use of function keys or shortcut commands.

h) Online context-sensitive help facilities should be provided at all levels.

i) Error messages generated by the tool should be informative and meaningful.

j) The tool should provide facilities to enable the system administrator to modify the text of help screens.

k) The tool should permit the entry by replication and amendment of existing items.

l) The tool should provide automatic validation of input data of which the system administrator can specify the validation criteria.

m) The tool should provide the following facilities to specific users to validate input data:

   o Authorisation check
   o Consistency check
   o Reports of invalid log-in attempts
   o Data input fields or options in the tool that are not accessible or editable for a specific (group of) user(s) (based on authorization levels), must be easily be recognized (e.g. greyed out).

n) The tool should allow defining or adjusting screens, reports, workflow, etc., without intervention of the Vendor.

o) The tool should use list boxes as much as possible for input of data fields.

p) It should be possible to have more than one screen opened at the same time.

1.5  ** Archived versions and Archiving**

The tool(s) must enable:

a) Selected records to be archived

b) Retrieval, manipulation and deletion of archived material
1.6 **Management Information**

a) The tool should be able to present management information about the service management processes that are defined within the client’s service organization.

b) The tool(s) should be able to provide standard management information reports providing statistical information, progress information and exceptions.

c) All reports must be capable of being viewed on screen or printed.

d) There should be an enquiry facility to produce user-defined management information reports.

e) The Vendor should give insight into the logical data model, needed by the client to produce ad hoc reports.

f) It should be possible to present management information in graphical form, either using facilities within the tool(s) or by transferring data in standard format to other utilities.

g) All standard management information reports should be capable of being generated for user-defined periods and be capable of reporting life cycles of records (e.g. history of status of incidents or changes over a period of time).

1.7 **Security**

a) The tool should have security controls in place to allow only authorized staff and users to view, open, modify, authorize and close records based on their role.

b) The tool should provide a facility to enable the system manager to assign varying access permissions to categories of staff.

c) The tool should provide facilities to prevent unauthorized access to data or controls, for example by user identity and password, with multiple levels of authority and corresponding access permission.

d) The tool should automatically reprocess all transactions completed since the last backup or checkpoint following recoverable failure of its host system, e.g. power failure.

e) The tool should support the Single-Sign-On technique to validate user-ids and passwords from the running operating systems.

f) More specifically, the ITSM tool should comply with the Bank’s Information Security Requirements. The Vendor is requested to fill in the attached Applications security questionnaire in Appendix . The completed questionnaire should be included in the technical proposal.

1.7.1 **Security Requirements**

1.7.2.1 The Bank has defined a set of Information Security requirements for new services to help ensure that the services it acquires are secure. These requirements are mandatory and vendors are hereby informed that the Bank’s Information Security function will verify that the requirements listed below are met using a variety of information gathering methods including remote testing and onsite visits / due diligence.

1.7.2.2 Technical Security Requirements (The text in italics provides additional information in support of the requirement):

a) **Confidentiality protection** - protecting sensitive information from unauthorized disclosure while the information is being generated, stored, manipulated or forwarded
b) **Data Integrity** - preventing and detecting unauthorized modification of data that is associated with a user, the system itself, or the communications path.

c) **Availability** – Ensuring the service is available to users when required

d) **Authentication** - Authentication is the process of verifying the claimed identity of a user.

e) **Audit** - adequate capabilities to investigate unauthorized activities after an event, so that the proper remedial action can be taken. This implies the recording of security-relevant events into an audit log that can be analyzed by the administrator.

f) **Data Disposal** - protecting sensitive information from unauthorized recovery and subsequent disclosure from internal system memory and storage after authorized use.

g) **System Integrity** - functional integrity of the system, including the controlled creation, installation and operation of the system software and data.

h) **Security Administration** - the required system capabilities and parameters that must be available to the administrator to operate and manage the system in a secure manner.

i) **Guidance** - the assurance aspect of system security by supplementing the technical security capabilities with appropriate direction on securely configuring, operating and managing the system.

j) **Non-Repudiation** - the system’s capabilities for preventing users from denying their actions in terms of receiving or sending data.

k) **Functionality** - ensure that the application is still useful after security requirements have been met.

l) **Scalability** - This section helps ensure that the application can grow to meet operational needs (e.g. accommodate additional respondents)

**1.7.2 Vendor Security Requirements**

1.7.3.1 All vendors are required to undergo an annual AfDB Information Security Audit which addresses in all cases the following issues:

a) Access to AfDB’s data by non-African Development Bank staff must be restricted to authorized vendor employees

b) Where applicable, the service provided must be certified or accredited to at least one of the following SAS 70 (Type II), ISO/IEC 27001. Proof of such needs to be supplied.

c) Either escrow or license the on demand application code to AfDB (if applicable)

d) Keep data confidential and return all copies of data at the contract’s end

e) Where applicable, host the service and store AfDB data only at locations disclosed to AfDB.

f) Meet the agreed SLAs

g) Provide a timely response to detailed third party security questionnaires
1.8 **Integration**

a) The tool should integrate with existing IT infrastructure and Systems

b) The tool should be Microsoft Office compliant (data must be interchangeable between the tool and the MS office suite applications).

c) The Vendor must indicate which interfaces to other Service management and System Management tools are possible.

d) The tool should be able to exchange data with the following IT infrastructure systems: e.g. Microsoft Active Directory / Linux / Unix platforms]

e) The tool should be able to interface with the following IT infrastructure system management tools: HP Openview, Nagios, Microsoft System Center Operations Manager SCOM]

f) The tool should be able to exchange data with SAP, especially for Asset Management.

g) The tool should be able to interface with electronic mail-facilities and IPPBX Microsoft Exchange 2013 Server

1.9 **Installation and Support**

a) The Vendor must make the tool available as required by the Bank

b) The Vendor must provide training for the Bank’s ServiceNow system administrators, for the rest of IT staff and the relevant training for end-users (all other Bank staff).

c) A User Manual for the IT staff written in English AND French must be provided.

d) A User Instruction for the rest of the Bank’s staff written in English AND French must be provided.

e) A complete set of specifications and/or manuals for system and application managers, including installation instructions, must be provided.

f) The Vendor must provide maintenance and support services for the tool.

g) The Vendor must ensure and carry out the transition and migration of data from SHD to ServiceNow.
SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

(a) A qualification (pass/fail) assessment will be carried out to determine whether proposals meet the eligibility and qualification criteria. Proposals determined to meet the eligibility and the qualification criteria shall be considered for the next stage. Proposals not meeting the qualification criteria shall be rejected. The qualification (pass/fail) questionnaire is set out in Appendix 6D.

(b) Technical proposals determined to meet the pass/fail criteria shall be evaluated using a two-stage evaluation procedure.

(c) Bidders which have satisfied the minimum technical evaluation score (based on documentation submitted in the technical proposals) of 70 points will be considered for financial evaluation. Bidders scoring less than 70 will be rejected.

(d) The Selection of bidders will be based on combined technical and financial score. The Bidder with the highest final technical score (as described in (d) above) will be considered for the next stage and its Financial Proposal will be opened.

(e) The award shall be made to the bidder receiving the highest combined final score and ranked no “1” and with whom satisfactory price and terms can be negotiated and agreed upon.

1. TECHNICAL EVALUATION

1.1 Technical proposals evaluation

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

| Criteria |
|-----------------|-----------------|
| **1 Experience** | **Max. Points** |
| 1.1 Professional reputation of the firm, the extent and relevance of experience of the firm in working with multilateral development banks (MDBs) or multinational financial institutions or larger private industry companies | 5 |
| 1.2 Experience of the firm in the same field as that of the assignment or on similar projects; Successful implementation of at least 3 similar projects in the past 5 years (bidder should provide attestations duly signed by the companies for which the bidder provided similar services. The document should include signatory name, email and telephone) (5 points per contract) | 15 |
| 2 Response to questionnaire on general functional requirements (Annex 1 to TOR) | (10) |
### Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max. Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3</strong> Description of proposed work programme / Quality of the Methodology Proposed by the Vendor /Integrator</td>
<td>(45)</td>
</tr>
<tr>
<td>3.1 Understanding of the terms of reference</td>
<td>10</td>
</tr>
<tr>
<td>3.2 Project methodology/life cycle and road map for implementation of the solution from project initiation through to warranty (to include a comprehensive identification of project risk areas and reasonableness of proposed mitigation plan/actions is important)</td>
<td>10</td>
</tr>
<tr>
<td>3.3 Proposed planning and performance indicators including milestones expected to be achieved</td>
<td>5</td>
</tr>
<tr>
<td>3.4 Quality of the Training program content of the training, suitability of knowledge transfer</td>
<td>5</td>
</tr>
<tr>
<td>3.5 Proposed Service Level Agreements for support and maintenance</td>
<td>5</td>
</tr>
<tr>
<td>3.6 Description of the proposed solution and Integration with existing Bank’s IT environment</td>
<td>10</td>
</tr>
<tr>
<td><strong>4</strong> Proposed team, Qualifications and experience of proposed staff</td>
<td>(25)</td>
</tr>
<tr>
<td>4.1 Team and general resource organization set to implement the contract (Resources must be identified by skill set along with duties and responsibilities in the project assignments)</td>
<td>5</td>
</tr>
<tr>
<td>4.2 ITIL Foundation certificate required (3 points). One (1) ITIL intermediate module certificate (SS / SD / ST / CSI / OSA / RCV / PPO / SOA / MALC) will be a plus (1 point). ITIL Expert will be an advantage (1 point)</td>
<td>5</td>
</tr>
<tr>
<td>4.3 Lead Project Manager with a minimum of 8 years’ experience in ITSM Field, IT project management and risk management expertise demonstrated by at least 5 years practical experience in ITSM / ITIL / ISO/IEC 20000 processes design and implementation along with ITSM Tool implementation and process owners coaching practice.</td>
<td>8</td>
</tr>
<tr>
<td>4.4 General Qualifications and Suitability for the Task to be Performed: Other experts should have a minimum of 5 years’ relevant experience in the IT Field and the bidder should propose number of staff and experts based on their implementation plan - At least Bachelor and/or Master in Computer Science, Information Systems Management, ICT or related area with a minimum of three (3) years’ experience in implementing similar projects.</td>
<td>5</td>
</tr>
<tr>
<td>4.6 The bidder's consultants and project staff are bilingual (English and French)</td>
<td>2</td>
</tr>
</tbody>
</table>

**Total Score** 100

1.2 Bidders shall obtain a minimum of **70 points** following evaluation of technical proposals (“Qualifying Technical Score”) to be considered for financial evaluation. Bidders obtaining less than the minimum Qualifying Technical Score shall be rejected.

### FINANCIAL EVALUATION

2.1 Bidders obtaining the minimum Qualifying Technical Score shall be notified of the opening of financial proposals. The financial proposals shall be opened and checked for completeness and corrected for computational errors.
2.2 The financial proposals shall be evaluated in accordance with the formula below. The bidder with the lowest financial proposal (Fm) shall be given 100 points. The financial scores of the other bidders (F) shall be computed as follows:

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

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

3. **FINAL RANKING**

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

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

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

3.3 For purpose of evaluation, the Bank will convert all bid prices expressed in the currency of the RFP in which the bid price is payable, into the Bank’s Units of Accounts (UA) by using the Bank’s monthly moving average rate for the applicable month (deadline for submission of proposals).

4. **AWARD OF CONTRACT**

The Bank will sign contract with the Bidder with the Highest Combined Score and with whom satisfactory price, terms and conditions have been agreed.

5. **POST-QUALIFICATION**

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

The selected Bidder will be required to provide an Insurance certificate for professional liability of the bidder.
SECTION 6 – TECHNICAL PROPOSAL FORMS
STATEMENT OF CONFORMITY

To the African Development Bank
Avenue Joseph Anoma --Plateau
Abidjan, Cote d'Ivoire

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

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2017/0131 and have no reservation to the RFP including addendum issued;
(b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;
(c) We offer to provide the goods and services in conformity with the RFP;
(d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract;
(e) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;
(g) We understand that the Bank’s policy requires bidders and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;
(h) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;
(i) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
(j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;
(k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

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

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

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

Name ______________________          In the capacity of ________________________________

Signature ______________________________

Email: ________________________________

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

Dated on ______________________________

Official Stamp ________________________

Page 33 of 118
## Appendix 6B

**BIDDER INFORMATION SHEET**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1. Bidder’s Legal Name:</td>
<td></td>
</tr>
<tr>
<td>2. In case of joint venture or any other form of partnership (JV), legal name of each party:</td>
<td></td>
</tr>
<tr>
<td>3. Bidder’s actual or intended Country of Registration, Constitution or Incorporation:</td>
<td></td>
</tr>
<tr>
<td>4. Bidder’s actual or intended Year of Registration, Constitution or Incorporation:</td>
<td></td>
</tr>
<tr>
<td>5. Bidder’s legal address in Country of Registration, Constitution or Incorporation:</td>
<td></td>
</tr>
<tr>
<td>6. <strong>Bidder’s Authorized Representative Information:</strong></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>7. Attached are copies of original documents of:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Articles of Incorporation or Registration of firm named and information on the capital structure.</td>
</tr>
<tr>
<td></td>
<td>In case of JV, letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement</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>
## PARTY TO JOINT VENTURE INFORMATION SHEET

<p>| | |</p>
<table>
<thead>
<tr>
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</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>
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</table>
QUALIFICATION (PASS/FAIL) ASSESSMENT
ADB/RFP/CHGS/2017/0131

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

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single Entity</strong></td>
<td><strong>Joint venture and any other form of partnership (JV)</strong></td>
<td><strong>Yes</strong></td>
<td><strong>No</strong></td>
</tr>
<tr>
<td><strong>All partners combined</strong></td>
<td><strong>Existing or intended JV must meet requirement</strong></td>
<td><strong>Must meet requirement</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Each partner</strong></td>
<td><strong>At least one partner</strong></td>
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</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**

Must meet requirement

Existing or intended JV must meet requirement

Must meet requirement

N/A

The bidder is from a member country of the Bank.
### PASS/FAIL CRITERIA

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

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

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

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

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

The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in
### PASS/FAIL CRITERIA

<table>
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<tr>
<th>PASS/FAIL CRITERIA</th>
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</tr>
<tr>
<td></td>
<td>At least one partner</td>
<td></td>
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</tbody>
</table>

- **which the bidder is established or where the contract is to be performed.**
- **The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?**
- **The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.**
- **The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.**
- **The bidder has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.**
- **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>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>

- **The bidder has included a JV agreement, or letter of intent to form a legally**
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
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<td></td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
<tr>
<td>enforceable JV including a draft agreement.</td>
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<td></td>
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<tr>
<td>The bidder has nominated an authorized representative of the JV who has the</td>
<td></td>
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<tr>
<td>authority to conduct all business for and on behalf of all partners and enter into</td>
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<tr>
<td>the contract.</td>
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<tr>
<td>Provide contact details of authorized representative of the JV and power of</td>
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<tr>
<td>attorney signed by a legally authorized representative of the JV.</td>
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<tr>
<td>representative of the JV and power attorney for a PASS.</td>
<td></td>
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<tr>
<td>FINANCIAL STANDING</td>
<td>See below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has a minimum turnover of at least USD 700,000 equivalent for the</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet at least 20% of the requirement</td>
</tr>
<tr>
<td>last three years 2016, 2015, 2014 or latest.</td>
<td></td>
<td></td>
<td>Must meet 40% of the requirement</td>
</tr>
<tr>
<td>The bidder can demonstrate sound financial performance?</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>If yes, provide evidence, such as audited balance sheets (including notes and</td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>income statements), copies of financial statements or other documents to</td>
<td></td>
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<tr>
<td>demonstrate financial performance for the</td>
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### PASS/FAIL CRITERIA

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<td></td>
</tr>
<tr>
<td><strong>past three years 2016, 2015, 2014 or the latest.</strong></td>
<td></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 2016, 2015, 2014 or the latest.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments?</td>
<td></td>
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<tr>
<td>If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Must meet requirement</td>
<td><strong>Existing or intended JV must meet requirement</strong></td>
<td><strong>N/A</strong></td>
</tr>
<tr>
<td>Must meet requirement</td>
<td><strong>Must meet requirement</strong></td>
<td><strong>N/A</strong></td>
</tr>
</tbody>
</table>

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

| GENERAL AND SPECIFIC EXPERIENCE                                    | See below         |                               |

---

Page 40 of 118
## PASS/FAIL CRITERIA

### Bidders Compliance Requirements

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

### The bidder has been in business for the past **five (05) years**.

If yes, provide evidence, such as, information on the bidder's company (description, including a short history, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business).

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

### The bidder has specific experience in at least **two (02) similar contracts** as a prime contractor within the past **five (05) years**, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP.

If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the **last 5 years**.

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

### The bidder shall have been in business for the last **five (05) years** and has the experience and capability to provide the goods and services required for a PASS.

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

### HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION

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<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>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
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<td>----------------------------</td>
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<tr>
<td></td>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
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<td></td>
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<td>Meet requirement</td>
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<td><strong>The bidder has had a contract(s) terminated in the last three (3) years for unsatisfactory performance or default.</strong></td>
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<td></td>
<td>Bidders shall complete the litigation history form.</td>
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<tr>
<td><strong>The bidder is involved in litigation that represents more than 50% - 100% percent of the bidder’s net worth.</strong></td>
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<td></td>
<td>Bidders shall complete the litigation history form.</td>
<td></td>
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<tr>
<td><strong>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.</strong></td>
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</tr>
<tr>
<td><strong>CONFLICT OF INTEREST</strong></td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
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<tr>
<td>The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.</td>
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<tr>
<td><strong>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.</strong></td>
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<tr>
<td><strong>MANUFACTURER’S AUTHORIZATION (if applicable)</strong></td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>
## PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Single Entity</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
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<td>At least one partner</td>
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</table>

Or Reseller Agreement
Or Annual qualification
Or Sales Certification
Or partnership Status
The bidder's local partner (if applicable) shall also provide on the above mentioned document

*The bidder shall be an ITSM Solution Integrator, holding the Service Now Full Version Products Authorization*

The bidder shall demonstrate that it has authorization experience and capability to provide the goods and services required for a PASS

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

Remarks (Accept/Reject for the next stage)
**LITIGATION HISTORY**

Name of Bidder:  
RFP Reference: **ADB/RFP/CHGS/2017/0131**

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

### Non-Performing Contracts – contracts terminated in the past **three (3) years** for unsatisfactory performance or default

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser:</td>
<td>Address of Purchaser:</td>
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<td></td>
<td></td>
<td>Contract description:</td>
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<td>Contract award date:</td>
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<td>Termination date:</td>
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<td></td>
<td>Reason for termination:</td>
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</tbody>
</table>

Pending Litigation

- **No pending litigation**

- **Pending litigation**

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

[Table continued with additional rows]
## CONFLICT OF INTEREST DISCLOSURE FORM

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>RFP Reference: ADB/RFP/CHGS/2017/0131</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>No</td>
</tr>
</tbody>
</table>

### Questions

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Financial Information</th>
<th>Historical information for the previous three (3) years (most recent to oldest in USD equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(US$)</td>
<td>Year 2016</td>
</tr>
<tr>
<td>Information from Balance Sheet</td>
<td></td>
</tr>
<tr>
<td>(1) Total Assets (TA)</td>
<td></td>
</tr>
<tr>
<td>(2) Current Assets (CA)</td>
<td></td>
</tr>
<tr>
<td>(3) Total Liabilities (TL)</td>
<td></td>
</tr>
<tr>
<td>(4) Current Liabilities (CL)</td>
<td></td>
</tr>
<tr>
<td>Information from Income Statement</td>
<td></td>
</tr>
<tr>
<td>(5) Total Revenue (TR)</td>
<td></td>
</tr>
<tr>
<td>(6) Profits before Taxes (PBT)</td>
<td></td>
</tr>
<tr>
<td>Net Worth (1) – (3)</td>
<td></td>
</tr>
<tr>
<td>Current Ratio (2) / (4)</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 6G(BIS)

### AVERAGE ANNUAL TURNOVER

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount and Currency</th>
<th>US$ equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td></td>
<td></td>
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<tr>
<td><em>Average Annual Turnover</em></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

### Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in the Qualification Criteria.

<table>
<thead>
<tr>
<th>Source of financing</th>
<th>Amount (US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<tr>
<td>3.</td>
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<td>4.</td>
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</tbody>
</table>
Appendix 6H

ORGANIZATION OF THE BIDDER

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

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

### General Experience

<table>
<thead>
<tr>
<th>Starting Month / Year</th>
<th>Ending Month / Year</th>
<th>Years*</th>
<th>Contract Identification</th>
<th>Role of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________</td>
<td>_______</td>
<td>_______</td>
<td>Contract name:</td>
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<td>Brief Description of the Service performed by the Bidder:</td>
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<td>Name of Client:</td>
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<td>Contract name:</td>
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<td>Brief Description of the Works performed by the Bidder:</td>
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<td>Name of Employer:</td>
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<td>Address:</td>
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</tbody>
</table>
## Appendix 6L BIS

### Specific Experience

(Please complete one form per assignment)

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

**Narrative description of project:**

**Description of actual services provided by your staff within the assignment:**

Name of Bidder: _________________________________
Appendix 6J

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

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

Your Technical Proposal should include, among others, the following:

- An overview of the system and a brief description of how the software will be deployed, installed and transitioned into an operational system as well as the estimated period/duration of implementation;
- Solution Low level designs;
- Documentation (i.e. technical sheets) on every item requested (including photos and including manufacturer’s guarantee) and description of related services;
- Explanations for deviations (if any);
- A detailed Project plan for the management of the contract including delivery lead time, installation, customization, testing, training and commissioning of the software;
- A resource plan detailing the resources needed to support the implementation efforts (for e.g. hardware, software, facilities, materials, personnel and any site-specific implementation requirements);
- A Project Risk Management Proposal;
- Capacity building and knowledge transfer program, which should include training sessions for the Bank’s technical and non-technical staff;
- Full name and address of the manufacturer’s representative closest to the consignee, who can provide after-sales-service, spare-parts and warranty services;
- Any other relevant Documentation such as proof of competence for this type of project;
- Proof that goods and services will come from the AfDB Member countries
- The contract initialed and stamped on each page with respect to the Bank standard contract provided in Section 9.
### KEY PERSONNEL

<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>Organization</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Please insert CV for proposed Key Professional Personnel
RESUME OF PROPOSED PERSONNEL

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

<table>
<thead>
<tr>
<th>Position*</th>
<th>Personnel information</th>
<th>Name*</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Present employment</th>
<th>Name of employer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of employer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Contact (manager / personnel officer)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job title</th>
<th>Years with present employer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company / Project / Position / Relevant technical and management experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BID-SECURING DECLARATION FORM

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

Bid No.: ADB/RFP/CHGS/2017/0131

To: The African Development Bank
Avenue Joseph –Plateau
Abidjan, Cote d’Ivoire

We, the undersigned, declare that:

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

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

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or

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

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

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

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

Title:

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

Dated on ____________ day of __________________, _______ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]
Appendix 6M

Applications Security Questionnaire

Instructions

Check the appropriate column to indicate the application's security capabilities. Please provide any additional responses or detailed explanations of other compensating controls as comments. Should any comment requires more space, please number your comments in the appropriate column and match the comment number with your detailed explanations in the comment section at the end of this form.

This questionnaire currently applies only to applications and does not address the operating system or hardware controls. It comprises three (3) parts:

- Security Controls Baselines Questionnaire for All Applications
- Security Questionnaire for Commercial/Outsourced Applications
- Security Controls Baselines Questionnaire for SaaS Applications

Please respond to the questionnaire for all applications, and also to the other questionnaire(s) depending on which group(s) falls the application
<table>
<thead>
<tr>
<th>Application Supports The following Business Functions :</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application makes use of the following Technology :</td>
</tr>
<tr>
<td>Application makes use of the following IT Infrastructure :</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor representative Contact Information</th>
<th>First Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Telephone</td>
<td>Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Access Management</th>
<th>Y</th>
<th>N</th>
<th>N/A</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the application support integration with an enterprise identity management system?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, please indicate which ones</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is user authentication controlled by means other than user account and password or PIN?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, indicate what other mechanisms are used (e.g. certificates, token, biometric, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the application force “new” users to change their password upon first login into the application?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can the user change their password at any time?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can the system administrator enforce password policy and/or complexity such as minimum length, numbers and alphabet requirements, and upper and lower case constraint, etc.?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can the application force password expiration and prevent users from reusing a password?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is password transmission and storage encrypted and un-viewable even to the system administrators?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can the application be set to automatically lock a user’s account after a predetermined number of consecutive unsuccessful logon attempts?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the application prohibit users from logging into the application on more than one workstation at the same time with the same user ID?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can the application be set to automatically log a user off the application after a predefined period of inactivity?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can access be defined based upon the user’s role? Role-based Access Controls (RBAC)?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, can the application generate the list of users by role?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can the application support the removal of a user’s access privileges without requiring deletion of the user account?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AUDIT CAPABILITIES**

<table>
<thead>
<tr>
<th>Is audit log tracking a feature available in the current version of this software application?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the application capture user access activities such as successful logon, logoff, and unsuccessful logon attempts?</td>
</tr>
<tr>
<td>If yes, list the data elements contained in the audit</td>
</tr>
</tbody>
</table>
| log | Does the application capture data access inquiry activities such as screens viewed and reports printed?  
If yes, list the data elements contained in the audit log |  |
| Does the application capture data entries, changes, and deletions?  
If yes, list the data elements contained in the audit log |  |
| Does the application time stamp for audit log entries synchronize with other applications and systems using NTP/SNTP? |  |
| Are audit log reports available for the current version of this software application?  
If yes, specify the types of reports and indicate if additional hardware or software are required to activate or utilize the audit logging and/or reporting feature |  |
| Can the audit log “data” be exported from the application for further processing (e.g. storage, analysis)? |  |
| Indicate how audit log files are protected from unauthorized alteration |  |
| Does the application allow a system administrator to set the inclusion or exclusion of audited events based on organizational policy and operating requirements or limits? |  |
| Can the application continue normal operation even when security audit capability is non-functional? (For example, if the audit log reaches capacity, the application should continue to operate and should either suspend logging, start a new log or begin overwriting the existing log) |  |
| SECURITY OF REMOTE ACCESS AND SUPPORT |  |
| Which connection method(s) are used to accomplish remote support? |  |
| Is functionality built into the application which allows remote user access and/or control? |  |
| Does the application logs remote support connection and activities with the ID of the vendor’s support employee? |  |
| Do vendor support personnel have specific roles and accesses that control access? |  |
| PROTECTION FROM MALICIOUS CODE |  |
| Is the application compatible with virus scanning software products for removal and prevention from malicious code?  
If no, indicate what additional security controls are included with the application/system used to mitigate the risks associated with malicious code |  |
<p>| Does the application’s client software operate without requiring the user to have local administrator level rights in order to run the application? |  |
| CONFIGURATION MANAGEMENT AND CHANGE CONTROL |  |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are updates to application software and/or the operating system controlled by a mutual agreement between the support vendor and the application owner?</td>
<td></td>
</tr>
<tr>
<td>Has the application been tested to be fully functional residing on its associated operating system/middleware platform configured with a recognized security configuration benchmark? If yes, provide details.</td>
<td></td>
</tr>
<tr>
<td>Can the operating system hosting the application (server or client) be updated by the user company without voiding the application warranty or support agreement? If no, please indicate alternate solutions</td>
<td></td>
</tr>
<tr>
<td>Indicate the application update process</td>
<td></td>
</tr>
<tr>
<td>Indicate how the application is certified to perform as intended with updates to the operating system and other helper applications (such as service packs and hotfixes) and how the customer is notified of this information.</td>
<td></td>
</tr>
<tr>
<td>Do you provide documentation for guidance on establishing and managing security controls such as user access and auditing?</td>
<td></td>
</tr>
<tr>
<td>DATA EXPORT AND TRANSFER CAPABILITIES</td>
<td></td>
</tr>
<tr>
<td>Does the application encrypt data before sending it over the Internet or an open network? If yes, indicate the encryption used</td>
<td></td>
</tr>
<tr>
<td>Does the application provide secure means for data export and transfer</td>
<td></td>
</tr>
<tr>
<td>OTHER CAPABILITIES</td>
<td></td>
</tr>
<tr>
<td>Does the application maintain a journal of transactions or snapshots of data between backup intervals?</td>
<td></td>
</tr>
<tr>
<td>Can the system administrator reconfigure to non-standard port assignments other than the list of registered ports published by IANA?</td>
<td></td>
</tr>
<tr>
<td>Has the application security controls been tested by a third party?</td>
<td></td>
</tr>
<tr>
<td>Does the application have ability to run a backup concurrently with the operation of the application?</td>
<td></td>
</tr>
<tr>
<td>Does the application include documentation that explains error or messages to users and system administrators and information on what actions required?</td>
<td></td>
</tr>
<tr>
<td>SPECIAL TO WEB APPLICATION SECURITY</td>
<td></td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A1 risk?</td>
<td></td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A2 risk?</td>
<td></td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A3 risk?</td>
<td></td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A4 risk?</td>
<td></td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A5 risk?</td>
<td></td>
</tr>
<tr>
<td>Does the application includes the necessary controls</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Status</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Does the application include necessary controls to mitigate the current TOP 10 OWASP A6 risk?</td>
<td></td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A7 risk?</td>
<td></td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A8 risk?</td>
<td></td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A9 risk?</td>
<td></td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A10 risk?</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 7 – FINANCIAL PROPOSAL FORMS
BID SUBMISSION FORM

To: The African Development Bank
   Avenue Joseph Anoma
   Abidjan, Cote d'Ivoire

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2017/0131 and have no reservation to the RFP including addendum issued;
(b) We offer to provide the goods and services in the amount indicated in the Price Schedule form included in our proposal;
(c) If provided in the RFP, the prices quoted shall remain fixed for the duration of the contract;
(d) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name _______________________

In the capacity of _______________________

Signature _______________________

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

Dated on _______________________

Official Stamp _______________________

### Price Schedule Form

**ADB/RFP/CHGSP/2017/0131**

The price schedule shall indicate the following:

<table>
<thead>
<tr>
<th>Nº</th>
<th>Description</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>IT Service Management Tool System (license for up to <strong>100 concurrent users</strong>)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Installation, implementation, Integration and tests</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>On-site Training (technical and functional aspects for up to <strong>100 people</strong>)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Warranty (minimum one year, please indicate the coverage of the warranty)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Support and maintenance after Warranty-: year 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Support and maintenance after Warranty-: year 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Support and maintenance after Warranty-: year 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Support and maintenance after Warranty-: year 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Annual Local support (if applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Others</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**

Migration towards the full version (optional)

---

### Payment Schedule

<table>
<thead>
<tr>
<th>Nº</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>IT Service Management Tool System (license for up to <strong>100 concurrent users</strong>)</td>
<td>To be paid upon delivery and successful implementation, tests and acceptance of the system by the user department</td>
</tr>
<tr>
<td>2</td>
<td>Installation, implementation, Integration and tests</td>
<td>To be paid upon successful implementation and acceptance of the system by the user department</td>
</tr>
<tr>
<td>3</td>
<td>On-site Training (technical and functional aspects for up to <strong>100 people</strong>)</td>
<td>To be paid after live run of the system</td>
</tr>
<tr>
<td>4</td>
<td>Warranty (minimum one year, please indicate the coverage of the warranty)</td>
<td>To be paid upon successful implementation of the system by the user department</td>
</tr>
<tr>
<td>5</td>
<td>Support &amp; maintenance 2(^{nd}) year</td>
<td>To be paid on the second anniversary</td>
</tr>
<tr>
<td>6</td>
<td>Support &amp; maintenance 3(^{rd}) year</td>
<td>To be paid on the third anniversary</td>
</tr>
<tr>
<td>7</td>
<td>Support &amp; maintenance 4(^{th}) year</td>
<td>To be paid on the fourth anniversary</td>
</tr>
<tr>
<td>8</td>
<td>Support &amp; maintenance 5(^{th}) year</td>
<td>To be paid on the fifth anniversary</td>
</tr>
<tr>
<td>10</td>
<td>Annual Local support (if applicable)</td>
<td>To be paid on the anniversary</td>
</tr>
</tbody>
</table>

**Grand Total**
Please note that this is only a summary page. Bidders are required to provide detailed Pricing breakdown to enable the Bank assesses the computations and carries out arithmetic checks. If there is a difference between the total amount and the detailed price, the detailed price will prevail.

Bidder’s name: _______________

Bidder’s official stamp: _______________
SECTION 8 – PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

ARTICLE 3: ELIGIBILITY

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

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

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

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

   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 members contributions to the Business has been contributed by nationals from a country that is a member of the Bank.

3.3 In order to be eligible:

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

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

3.4 Any Natural Person or Business shall not normally be eligible at any stage of a competitive procurement process and contract execution if any of the following situations apply and have been declared or should have been declared by the Bidder:
a) The Natural Person or Business has become bankrupt, is insolvent or in the case of a Business is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation;

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

Business means any incorporated or unincorporated organization recognized by the laws of a member country of the Bank that has the capacity of entering into contracts and of offering Goods, Services, real Estate and Works.
Contractor means a Vendor who has entered into a contract with the Bank for the provision of Goods, Services, Real Estate or Works.

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

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

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

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

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

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

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PART II

GENERAL AND SPECIFIC CONDITIONS
CONTRACT AGREEMENT

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THIS CONTRACT AGREEMENT is entered into by and between the AFRICAN DEVELOPMENT BANK (hereinafter called the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE D'IVOIRE of the one part;

And

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

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

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

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

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I: INTERPRETATION AND DEFINITIONS

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

(a) Terms of Reference;

(b) Price Schedule;

(c) Project Plan as accepted by the Bank;

(d) Software Licenses;

(e) Maintenance Contract;

(f) Special Conditions of Contract (the “SCC”), attached to the RFP as Annex;

(g) General Conditions of Contract (the “GCC”), attached to the RFP as Annex;

1 If there is no Project Plan, please delete this provision
2 If there is no Software to be purchased, please delete this provision
3 To be included only when maintenance services are to be provided
(h) Service Level Agreement⁴;
(i) Advance Payment Security⁵;
(j) Performance Security⁶;
(k) Code of Conduct for Vendors
(l) The Vendor’s Proposal in response to the RFP, as accepted by the Bank, with its forms and annexes; and
(m) The Bank’s RFP, excluding the documents listed above.

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

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

“RFP” means the Request for Proposal No. ADB/_____ (the “RFP”) as Annex [ ];
“System” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Vendor’s Equipment), together with the Services to be carried out by the Vendor under the Contract as specified in the Terms of Reference; and
“Terms of Reference” or the “TOR” means the terms of reference attached to the RFP as Annex [ ] [or if applicable: the Revised Terms of Reference attached hereto as Annex [ ] ];

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

ARTICLE II: PURPOSE

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

⁴ To be included only when relevant/applicable
⁵ To be included if required
⁶ To be included if required
ARTICLE III: VENDOR'S UNDERTAKING

3.1. In consideration of the payments to be made by the Bank to the Vendor as indicated in this Contract Agreement, the Vendor hereby covenants with the Bank to deliver the Goods and perform the Services related to the System in accordance with the agreed upon Project Plan, the Price Schedule and all other provisions of the Contract.

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

ARTICLE IV: PAYMENT

4.1. In consideration of the delivery of the Goods and performance of the Services related to the System as required under this Contract Agreement, the Bank shall pay the Vendor the amounts specified in the Price Schedule (the “Contract Price”), being a total of [or an amount not exceeding] _______________.

4.2. Payment of the Contract Price shall be in accordance with the modalities specified in the Price Schedule.

4.3. The Contract Price shall be firm and not subject to any alteration, except in the event of a modification to the System as provided in the Contract [or in accordance with the following price adjustment formulae…].

4.4. The Contract Price for individual items or of Subsystems shall comply with the following conditions:

   (a) Foreign Goods: Goods supplied from outside the Project Site’s country are priced on a DDU basis in accordance with the Incoterms; and

   (b) Domestic Goods: Goods offered from within the Project Site’s country shall be priced free of customs duties and all taxes levied by the host country.

4.5. The Services required under this Contract (such as inland transport and cargo insurance for goods; software development; system installation, customization, integration, commissioning, and testing; training; technical support; and other services necessary for proper installation and operation of the System), are priced inclusive of all incidental costs (such as travel, subsistence, office support, communications, printing of materials), and excluding all taxes, duties and other such imposts paid or payable in any member country, upon rendering the services.

4.6. All payments shall be made in [insert name of currency] (the “Currency of the Contract”).

ARTICLE V: COMMENCEMENT AND TIMELINES

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

5.3. The Vendor shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) on or before [set out the date for operational acceptance or state where in the Contract the date can be found, i.e. specified in the Terms of Reference or agreed Project Plan etc.] and in accordance with the time schedule specified in the Contract and any refinements agreed between the Parties from time to time, or within such extended time as agreed by the Bank.

ARTICLE VI: AUTHORITIES AND NOTICES

6.1. The Vendor designates [representative name] as the Vendor’s Representative. Subject to the terms of the Contract, the Vendor’s Representative shall have the authority to represent the Vendor on all day-to-day matters relating to the System or arising from the Contract. The Vendor’s Representative shall give to the Project Manager all the Vendor’s notices, instructions, information, and all other communications under the Contract.

6.2. The Bank designates [Bank’s representative name] as the Project Manager. The Bank may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of such change to the Vendor without delay.

6.3. Any notice or request to be given or made under this Contract shall be in writing and is deemed to have been duly made or given when delivered by hand, or by certified mail or by facsimile to the party to the following address, or such other address as any of the parties may have notified to the other party in writing.

FOR THE BANK
Mailing Address The African Development Bank

FOR THE VENDOR
Mailing Address [Name of the Vendor
Postal Address
City
State/ Province/ District]
Country]
Fax:

ARTICLE VII: SECURITIES

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

ARTICLE VIII: INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1. The Vendor undertakes to indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses ("Losses") which the Bank may incur in relation to personal injury or property damage arising from the Vendor's performance of its obligations under this Contract, including third party claims. The Vendor shall reimburse the Bank for all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses provided that Bank: (a) promptly notifies the Vendor in writing of the claim; (b) subject to the rights, immunities, privileges or exemptions accorded to the Bank under the Agreement Establishing the African Development Bank, the Headquarters Agreement concluded with Cote d'Ivoire and other applicable agreement or convention or law, grants the Vendor sole control of the defense and settlement of the claim; and (c) provides the Vendor, at the Vendor's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

8.2. Except as provided in Section 8.1 above, the Vendor's liability to the Bank for damages under this Contract, from all causes of action and under all theories of liability, except for third-party claims, shall in no event exceed the amount of [insert amount]. The parties agree that the limitations in this Article will survive and apply even if any limited remedy specified in this Contract is found to have failed of its essential purpose. The Parties expressly acknowledge and agree that the Vendor has set its prices and entered into this Contract in reliance upon the limitations of liability specified herein, which allocate the risk between the Vendor and the Bank and form an essential basis of the bargain between the Parties.

8.3. The financial liability of the Bank under the Contract shall not exceed the Contract Price.

8.4. The provisions set out in this Article shall survive the expiration or termination of this Contract.

ARTICLE IX: GOVERNING LAW AND LANGUAGE

9.1. This Contract shall be governed by the laws of England, without giving effect to any choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract.

9.2. Unless otherwise provided in the Contract or agreed upon by the Parties, all correspondence, and communication to be given shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.

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

______________________________________

(NAME OF AUTHORISED SIGNATORY)

(TITLE)

__________________

Date

FOR THE VENDOR

______________________________________

(NAME OF AUTHORISED SIGNATORY)

(TITLE)

__________________

Date
SPECIAL CONDITIONS OF CONTRACT

PART A: STANDARD PROVISIONS

A1 Scope of the System

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

A2 Securities

A2.1 Advance Payment Security

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

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

A2.2 Performance Security

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

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

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

A2.2.4 The security shall be reduced:

(a) pro rata by the portion of the Contract Price payable for any Subsystem(s) that has achieved Operational Acceptance, on the date of such Operational Acceptance;

(b) by the following amount [include amount], to reflect Operational Acceptance of the entire System, on the date of such Operational Acceptance, and provide for reduced coverage during the Warranty Period and Post Warranty period.

A3 Intellectual Property Rights

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

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

(a) reproduced for safekeeping or backup purposes;

(b) disclosed to, and reproduced for use by, support service vendors and their subcontractors, (and the Bank may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract;

(c) disclosed to, and reproduced for use by, the Bank or by the Bank’s Group and by such other persons as are specified in the Contract (and the Bank may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract;

(d) disclosed to, and reproduced for use by, the Bank’s employees working in its field offices or other facilities in member countries.
A4 Supply, installation, testing, commissioning and acceptance of the system

A4.1 Project Plan

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

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

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

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

A4.2 Design and Engineering

Technical Specifications and Drawings

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

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

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

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

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

A4.3 Procurement, Delivery and Transport

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

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

A4.4 Product Upgrades

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

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

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

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

A4.5 Implementation, Installation and Other Services

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

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

A4.6 Inspections and Tests

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

A4.7 Installation of the System

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

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

A4.8 Commissioning and Operational Acceptance

Commissioning

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

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

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

Operational Acceptance

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

(a) the Operational Acceptance Tests, as specified in the technical requirements in the Contract and agreed project plan have been successfully completed; or

(b) the Bank has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Vendor shall notify the Bank and document such use.

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

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

(a) issue an Operational Acceptance Certificate; or

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

(c) issue the Operational Acceptance Certificate, if the situation covered by Subparagraph A4.8.4 (b) arises.

A4.8.7 The Vendor shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Vendor. Once such remedies have been made by the Vendor, the Vendor shall notify the Bank, and the Bank, with the full cooperation of the Vendor, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Vendor shall notify the Bank of its request for Operational Acceptance Certification, in accordance with Paragraph A4.8.6. The Bank shall then issue to the Vendor the Operational Acceptance Certification, in accordance with Subparagraph A4.8.6 (a) or notify the Vendor of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this Paragraph A4.8.7 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
A4.8.8 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with Section A4.8, the Bank may consider terminating the Contract, pursuant to Article H of the General Conditions of Contract.

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

Partial Acceptance

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

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

A5 Liquidated Damages

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

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

A5.3 Liquidated damages payable under Section shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the technical requirements in the Contract and agreed Project Plan. This Subsection A5.3 shall not limit, however, any other rights or remedies the Bank may have under the Contract for other delays.
A6 Warranties

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

A7 Maintenance Services

A7.1 The Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for [specify the length of time].

A7.2 The Post Warranty Period shall commence automatically on the day the Warranty Period expires and shall extend for [specify the length of time]. The start of the Post Warranty period coincides with the entry in force of the Maintenance Contract, which shall extend for the length of time specified in the Contract. The Service Level Agreement shall apply during the Warranty and Post-Warranty Periods.

A7.3 If during the Warranty Period any defect should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Vendor, the Vendor shall promptly, in consultation and agreement with the Bank regarding appropriate remedying of the defective parts, hardware and software, at its own cost repair, replace, or otherwise make good such defect as well as any damage to the System caused by such defect. The Vendor shall also replace, as part of its maintenance duty under this warranty, parts which have become non-performing as a result of normal wear and tear.

A7.4 The Bank shall give the Vendor a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence.

A7.5 The Vendor may, with the consent of the Bank, remove at its cost any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site.

A7.6 The Vendor commits to provide the following Services during the Post Warranty Period:

(a) Hardware Maintenance: the Vendor shall provide both preventive and corrective maintenance services as per the terms of the Maintenance Contract and Service Level Agreement. Manufacturer’s hardware warranty normally covers repair and spare parts replacement and shall be provided at no additional cost (i.e. labor, spare parts and incidental expenses) to the Bank except for any cost directly linked to special requirements of the Maintenance Contract and the Service Level Agreement not covered by manufacturer's warranty.
(b) Software Maintenance: the Vendor shall provide preventative and corrective maintenance services; correct errors and defects in the System; and supply new versions, releases and updates for the system as per the terms of the Maintenance Contract and Service Level Agreement.

(c) Technical Support: the Vendor shall provide all support related services stipulated in the Maintenance Contract and Service Level Agreement and elsewhere in this Contract.

A8 Insurance

A8.1 The Vendor shall at its own expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Bank, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

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

(b) Installation "All Risks" Insurance

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

(c) Third-Party Liability Insurance

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

A8.2 The Bank shall be named as loss-payee under all insurance policies taken out by the Vendor pursuant to Subsection A8.1, except for the third-party liability, and the Subcontractors shall be named as co-insured under all insurance policies taken out by the Vendor pursuant to Subsection A8.1 except for cargo insurance during transport of goods to be supplied under the Contract. All insurers’ rights of subrogation against such loss-payee and co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.
A8.3 The Vendor shall deliver to the Bank certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect during the performance of this Contract.

A9  Records and Audit

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

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

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

A10  Reports

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

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

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

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

(i) results accomplished during the prior period;

(ii) cumulative deviations to date from schedule of progress milestones as specified in the project plan and Project Implementation Plan;

(iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;

(iv) other issues and outstanding problems; proposed actions to be taken;

(v) resources that the Vendor expects to be provided by the Bank and/or actions to be taken by the Bank in the next reporting period;
(vi) other issues or potential problems the Vendor foresees that could impact on project progress and/or effectiveness.

The following reports may be requested

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

A11 Meetings

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

A11.2 The Vendor shall attend the following meetings:
[insert details of regular meetings and state who in the Vendor’s organization should attend the meetings]

A12 Performance review

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

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

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

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

B1 Assignment and Subcontracting

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

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

B2 Dispute Settlement (GCC Clause L1)

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

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A. GENERAL PROVISIONS

A1 Definitions and Interpretation

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

“Bank” means the African Development Bank;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Obstructive Practice” means

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

(b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;

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

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

“Post Warranty Period” means the number of years defined in the SCC (if any), following the expiration of the Warranty Period during which the Vendor may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s);
“Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Contract that are to be carried out by the Vendor in preparation for Commissioning of the System;

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

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

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

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

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

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

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

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

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

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

“Vendor’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Vendor;
"Vendor’s Proposal" means the Vendor’s technical and financial proposal submitted to the Bank in response to the Bidding Documents and as accepted by the Bank.

"Warranty Period" means the period of validity of the warranties given by the Vendor commencing at the date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Vendor is responsible for defects with respect to the System (or the relevant Subsystem[s]) and other related services.

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

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

A2 Vendor’s Status

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

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

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

A3 Incoterms

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

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

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

B. PERFORMANCE OF THE CONTRACT

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

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

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

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

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

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

B2.5 The Vendor shall acquire and retain in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract, for the duration of the Contract, including, without limitation, visas for the Vendor’s and Subcontractor’s personnel and entry permits for all imported Vendor’s Equipment.

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

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

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

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

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

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

B4.2 If requested by the Vendor, the Bank shall use its best endeavors to assist the Vendor in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Vendor or Subcontractors or the personnel of the Vendor or Subcontractors, as the case may be, to obtain.
B4.3 The Bank will designate appropriate staff for the training courses (if needed) to be given by the Vendor and shall make all appropriate logistical arrangements for such training as specified in the Contract.

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

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

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

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

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

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

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

C. CONTRACT AMOUNT AND PAYMENT TERMS

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

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

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

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

.C4 Taxes and Duties

C4.1 The Bank is exempt from all taxation, customs duties and other such imposts in its member countries in accordance with Article 57 of the Agreement establishing the African Development Bank. The Vendor shall not claim from the Bank any taxes, levies, license fees or any other such charges which are paid or may be payable to the municipal/local council or any other responsible authority in relation to this Contract and the Services provided under this Contract. The Vendor authorizes the Bank to deduct the amount of any tax, duty or other imposts included in any invoice presented in connection with this Contract, either knowingly or inadvertently by the Vendor without any cost to the Bank.

C4.2 If a Vendor is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoices and the Vendor shall provide to the Bank any additional information or document as may be required by the Bank for obtaining the requisite exemption.

D. INTELLECTUAL PROPERTY AND PROTECTION OF INFORMATION

D1 Intellectual Property infringement

D1.1 If a third party asserts a claim against the Bank that any hardware, software, equipment, deliverable, material or other Good that the Vendor provides to the Bank under this Contract or the use of the System by the Bank, infringes third party's Intellectual Property Rights, the Vendor will defend the Bank against that claim at the Vendor's expense and pay all costs, damages, and attorney's fees awarded against the Bank or that are included in a settlement approved by the Vendor, provided that the Bank:

(a) promptly notifies the Vendor in writing of the claim, and
(b) subject to the rights, immunities, privileges or exemptions accorded to the Bank under the Agreement establishing the African Development Bank, the Headquarters Agreement between the Bank and Cote d'Ivoire, or any other applicable international agreement or convention or applicable law, allows the Vendor to control, and reasonably cooperates with the Vendor in, the defense and any related settlement negotiations.

D1.2 If a claim is made under Subsection D1.1 above, the Bank shall inform the Vendor for the Vendor to either (i) obtain a license to enable the Bank to continue to use the Product concerned, in accordance with the terms of this Contract, or (ii) modify the infringing Product to avoid infringement, or (iii) replace the Product, without additional charges to the Bank, with one that is compatible, functionally equivalent and non-infringing. If the Vendor determines that none of the foregoing alternatives is reasonably available, then on the Vendor's written request, the Bank shall return the Product to the Vendor and discontinue its use. The Vendor shall then give the Bank a full refund of the cost of the Product.

D1.3 The Vendor represents and warrants that it has full power and authority to grant the rights granted by this Contract to the Bank, without exception, with respect to the Product supplied under this Contract without further consent of any other person. As of the Commencement Date, the Vendor represents and warrants that it is not aware of any threatened or pending legal action with respect to the Product provided by the Vendor under this Contract regarding infringement or other violation of any copyright, trademark, patent, or other intellectual or proprietary or other rights of any third party.

D2 Confidential Information
D2.1 No Party shall at any time without written authorization from the other Party, communicate to any third party any Confidential Information disclosed to it, or obtained in the course of, performing its obligations under this Contract. For purposes of this paragraph, “Confidential Information” means (a) any information of the Vendor or the Bank that, if disclosed in writing, is marked “confidential” or “proprietary” at the time of disclosure, or, if disclosed orally, is identified as “confidential” or “proprietary” at the time of disclosure, and is summarized in a writing sent by the disclosing party to the other party within thirty (30) days of such disclosure; or (b) any information that, under the circumstances of disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary. Without limiting the foregoing, the Vendor's Confidential Information includes its Software.

D2.2 The obligations under Subsection D2.1 will not be deemed to have been breached to the extent that Confidential Information: (a) is disclosed solely in order to comply with obligations, or exercise rights, under this Contract; or (b) is in the public domain other than due to a breach of Subsection D2.1; or (c) is independently and legally developed or acquired without the obligation of confidentiality; or (d) is legally required to be disclosed by operation of law or judicial process, provided that the Party required to make such disclosure has given the other Party prompt prior notice of any such request for disclosure.

D2.3 Where a party discloses Confidential Information to another person or entity pursuant to Subsection D2.1, the disclosing party will notify the receiving person that (a) the information is Confidential Information and (b) require the receiving person not to
disclose the confidential information. In every instance, the disclosing Party shall notify the other party (a) prior to making any such disclosure and (b) promptly of any breach of its confidentiality obligations when it has learned of such a breach.

D2.4 The Vendor shall not publish or cause or permit to be published, without the prior written approval of the Bank, the existence of this Contract nor any conclusions or recommendations nor part thereof formulated in the course of or as a result of the performance of the Services.

D2.5 The Vendor further agrees to include the contents of this Section D2 in all subcontracts and consulting agreements entered into by the Vendor for the performance of the Contract.

D2.6 The provisions of this Section D2 shall survive the expiration or the termination of this Contract.

D3 Data Protection
D3.1 The Vendor shall not damage, disclose, alter, lose or destroy any information or data of the Bank for any reason unless specifically instructed to do so in writing by the Bank. Nor shall the Vendor use any such information or data for any purpose other than that for which it has been specifically communicated or disclosed by the Bank. The Vendor shall maintain appropriate security measures to prevent unauthorized use, disclosure, destruction or loss of any exchange information or data.

D3.2 In the event of loss of any Bank data or information where such loss is due to the intentional act or omission or negligence of the Vendor or any of its Subcontractors, the Vendor shall be responsible for recreating or reconstituting such lost data in the manner and on the schedule set out by the Bank. The Vendor shall ensure that all data is backed up and recoverable by the Vendor. The Vendor shall use its best efforts to assure that at no time shall any actions undertaken by the Vendor under this Contract (or any failures to act when the Vendor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Vendor is working hereunder.

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

E. FRAUD AND CORRUPTION

E1 Fraud and Corruption
E1.1 The Vendor represents that no employee of the Bank involved in the award of the Contract has received, or will receive, directly or indirectly, any kind of benefit or advantage from the Vendor, its agents or affiliates, resulting from the award of the Contract or its implementation.
E1.2 The Vendor shall not engage in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practice in competing for or in executing the Contract.

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

F. GUARANTEES AND WARRANTIES

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

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

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

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

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

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

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

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

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

H. TERMINATION

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

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

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

(b) the costs reasonably incurred by the Vendor in removing the Vendor's personnel and Equipment from the site.

(c) costs incurred by the Vendor in protecting the System and leaving the site in a clean and safe condition pursuant to Subsection H4.1; and

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

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

(a) if the Vendor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Vendor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Vendor takes or suffers any other analogous action in consequence of debt;
(b) if the Vendor assigns or transfers the Contract or any right or interest therein without authorization;

(c) if the Vendor, in the judgment of the Bank, has engaged in Corrupt, Fraudulent, Collusive, Coercive or Obstructive practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract; or

(d) if the Vendor commits a material breach of the Contract.

H2.2 If the Vendor:

(a) has abandoned or repudiated the Contract;

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

(c) persistently neglects to carry out its obligations under the Contract without just cause;

(d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Contract at rates of progress that give reasonable assurance to the Bank that the Vendor can attain Operational Acceptance of the System at the time for achieving Operational Acceptance, as extended;

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

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

(a) being notified that a Change of Control has occurred; or

(b) where no notification has been made, the date that the Bank becomes aware of the Change of Control.

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

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

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

H3 Termination by Vendor
H3.1 If:

(a) the Bank has failed to pay the Vendor any sum due under the Contract within the specified period or has failed to approve any invoice or supporting documents without just cause, the Vendor may give a notice to the Bank that the Vendor requires payment of such sum or approval of such invoice or supporting documents to remedy the same. If the Bank fails to pay such sum or to approve such invoice or supporting documents or give its reasons for withholding such payment or approval within thirty (30) days after receipt of the Vendor’s notice; or

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

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

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

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

(a) cease all further work, except for such work as the Bank may specify in the notice of termination for the sole purpose of protecting that part of the System already executed,
(b) remove all Vendor’s Equipment and personnel from the site, repatriate the Vendor’s and its Subcontractor’s personnel from the site;

(c) remove from the site any wreckage, rubbish and debris of any kind, and leave the site in a clean and safe condition;

(d) deliver to the Bank the parts of the System executed by the Vendor up to the date of termination;

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

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

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

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

I. CONTROL OF THE CONTRACT

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

I2 Assignment and Subcontracting

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

I2.2 The Vendor shall not subcontract for the whole or any part of the Services to any person or entity except with the prior written consent of the Bank given in respect of the particular person or entity, such approval in each such case shall be without prejudice to the Vendor’s obligations and liabilities hereunder.

I2.3 Notwithstanding any such consent given by the Bank pursuant to Subsections I2.1 and I2.2 above, the Vendor hereby guarantees full compliance by the Subcontractors and assignees with the terms of the Contract and the prompt performance by each of them of the subcontracted parts of the Services. The Vendor further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Services.
II.4 However, it should be understood, that no third party shall be a subcontractor or perform work on the basis of this Contract unless incorporated as a business in one of the Bank’s member countries.

III Amendment
III.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to this Contract.

IV Severability
IV.1 If any provision of the Contract is held to be invalid or unenforceable, the remainder of the Contract will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

V Waiver
V.1 No waiver of any right or remedy arising from a breach of the Contract shall constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

VI Entire Agreement
VI.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentation.

J. DISPUTES AND LAW

J1 Dispute settlement
J1.1 The Parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract amicably by direct informal negotiation. The Party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other Party in writing specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other Party may reasonably require.

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

J1.3 The arbitration tribunal shall consist of one (1) arbitrator selected by agreement of the parties. If the parties are unable to agree on the arbitrator within sixty (60) days of notification to commence arbitration, the London Court of International Arbitration (LCIA) shall act as the appointing authority.

J1.4 The arbitration shall take place in Abidjan, Côte d’Ivoire and the arbitral proceedings shall be in the language of the Contract.

J1.5 The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.
J1.6 The arbitrator shall abide by the rules of ethics for international arbitrators established by the International Bar Association. The arbitration tribunal shall have no authority to award exemplary, punitive, or special damages or any other damages excluded by this Contract.

J1.7 The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.

J1.8 The provisions of this Article J shall survive the termination of this Contract.
MAINTENANCE CONTRACT

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

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

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

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

NOW THEREFORE, the Parties hereto agree as follows:

1. **SCOPE AND TERM OF CONTRACT**

1.1 The purpose of this Maintenance Contract is to describe the Vendor's responsibilities in the maintenance of hardware equipment and software at the Bank's premises. The Vendor shall perform the services and carry out its obligations with due diligence, efficiency and economy, in accordance with standards specified in the Service Level Agreement. The Vendor shall observe sound management practices, and employ as appropriate advanced technology and safe methods of work. In respect of this Maintenance Contract, the Vendor shall always act as a faithful adviser to the Bank and shall at all times support and safeguard the Bank's legitimate interests in any dealings with sub-contractors or third parties.

1.2 This Maintenance Contract shall remain valid for a period of [insert initial period] ("Initial Period") commencing on the day following Operational Acceptance date in accordance with the Contract for the supply, installation, training and maintenance of System concluded between the Bank and the Vendor. Maintenance costs are detailed in the pricing schedule in the Contract. Upon expiry of the Initial Period, this Maintenance Contract may be renewed for further periods of one year each up to a maximum of […] consecutive years, on such terms and conditions as agreed by the Parties.

1.3 This Maintenance Contract is part of the Contract and subject to all its terms and conditions. For greater clarity, this Maintenance Contract can be terminated by itself without affecting the rest of the Contract, should the conditions for termination exist pursuant to the GCC.

1.4 The Vendor warrants that it is qualified by the manufacturer, in case of third party products, to supply and provide maintenance services, technical or help desk support, new version upgrade and/or other services related to the hardware and software installed. The Vendor further warrants that its work will not negatively affect the performance of the System.
2. MAINTENANCE FEES - PAYMENT TERMS

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

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

3. OBLIGATIONS OF THE VENDOR

3.1 SOFTWARE MAINTENANCE AND ENHANCEMENT

3.1.1 SERVICES

- Support and Routine Assistance

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

- Software Errors and Corrections

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

- Enhancement and New Releases of Software and Documentation

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

3.2 HARDWARE MAINTENANCE AND ENHANCEMENT

3.2.1 SERVICES

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

- **Support and Routine Assistance**

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

4. DELAYS IN THE VENDOR’S PERFORMANCE

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

5. ENTRY INTO FORCE

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

1. PURPOSE

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

2. AGREEMENT ADMINISTRATION

2.1 Period and Scope of the Agreement

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

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

<table>
<thead>
<tr>
<th>Application / Functionality</th>
<th>Number of Licenses or description of other scope of support</th>
</tr>
</thead>
</table>

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

2.2 Vendor Services

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

Table 2: Vendor provided services

<table>
<thead>
<tr>
<th>Hosting facility services</th>
<th>included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations monitoring services</td>
<td>Yes /No /Shared</td>
</tr>
<tr>
<td>Application administration services</td>
<td>Yes /No /Shared</td>
</tr>
<tr>
<td>Software maintenance and upgrade services</td>
<td>Yes /No /Shared</td>
</tr>
<tr>
<td>Application Recovery Service</td>
<td>Yes /No /Shared</td>
</tr>
<tr>
<td>Data/Information Security Services</td>
<td>Yes /No /Shared</td>
</tr>
</tbody>
</table>
Data Storage Retention | Yes /No /Shared
---|---
Network Services | Yes /No /Shared
Problem Management/Customer Support Service | Yes /No /Shared

**Hosting facility service**
Vendor assume all responsibility for the computing environment supporting the hosted applications.

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

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

**Application recovery services**
The vendor will provide the following recovery services:

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

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

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

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

3. **CHARACTERISTICS FOR PROBLEM CATEGORIZATION**

3.1 **Severity Codes**
The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround
- Acceptable resolution time

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

### 3.2 Levels of Service

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

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

### 3.3 Levels of Effort

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

### 3.4 Liquidation damages
3.4 **service level indicator**

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

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

**Hours of support**
Vendor will provide a designated support contracts 24 hours a day, Monday through Sunday.

4. **OPTIONAL SERVICES**

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

5. **LIMITATION**

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

6. **REMEDY FOR NON-PERFORMANCE**

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

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

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

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

7. **OTHER SERVICES**

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

7.1 **Application monitoring** – The Vendor will make every effort to conduct, upon the Bank’s request, periodic monitoring of the system performance to determine whether there is deterioration and advice the Bank on the same.
7.2 **Transition of new or modified applications** - When a new or modified application is ready to be transitioned into support, planning and coordination of the necessary activities between the Bank’s Corporate Application Service and the Vendor’s support team will be conducted by the Bank’s Corporate Application Service. Other requirements include:

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

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

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

8. **Processes and Procedures Related to this SLA**

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

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

8.3 **Performance Evaluation**

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

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

9. **Roles and Responsibilities of the Bank and the Vendor**

9.1 The Vendor

The Vendor’s Support Team has the following general responsibilities under the SLA:
- The Vendor shall conduct business in a courteous and professional manner.
- Once a support request has been submitted, the Vendor shall make itself available to work with the Bank’s support resource assigned to the support request.
- The Vendor shall continue to provide the Bank access, software, licensing, training, documentation, and support for all software and hardware supplied.
- The Vendor shall provide all of the necessary and requested documentation, information, and knowledge capital to the Bank prior to the deployment of any new application.

9.2 Vendor’s Support Specialists

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

9.3 The Bank

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

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

9.4 The Bank’s Transition Officer

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

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

9.5 The Bank’s Project Manager

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

- Ensuring SLA targets are met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule).
- Ensuring all work is performed according to the agreed-upon work methods and standards.
- Participating directly in the production of the associated deliverables.
- Assigning severity codes to support requests and liaising with the Vendor’s team to negotiate the scheduling of tasks, and coordinate the activities of the Vendor’s support team.
IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be duly executed on the respective dates specified below.

FOR THE AFRICAN DEVELOPMENT BANK

__________________________________________
[NAME OF AUTHORISED SIGNATORY]
[TITLE]

Date

__________________________________________
FOR THE VENDOR

__________________________________________
[NAME OF AUTHORISED SIGNATORY]
[TITLE]

Date