Request for Proposals

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

REF.: ADB/RFP/CHGS/2018/0066
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 describes the resulting contract terms and includes as appendices the Specific Conditions (Appendix 9A), General Terms and Conditions for the Purchase of Goods and Services (Appendix 9B), the template Service Level Agreement (Appendix 9C) and the Code of Conduct (Appendix 9D).
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SECTION I – LETTER OF INVITATION

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 ______________________

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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 Terms and Conditions (Appendix 9B). 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 in Section 9.

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

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

CLARIFICATION OF THE PROCUREMENT PROCESS

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

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

7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change to the RFP shall be raised at the earliest opportunity in writing at the details provided in the [RFP Data Sheet](#) and in any event no later than the deadline in the [RFP Data Sheet](#). The Bank shall not consider any request to change the Mandatory Conditions set out in Section 9.

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...
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 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 Specific Conditions. A proposal that does not accept the 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 correction has been made.

32.9. When delivered by hand, the proposal shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 12.00 hrs. and from 14.00 hrs. to 18.00 hrs., Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

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

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

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

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

EXAMINATION OF PROPOSALS

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

36. Clarification of Proposals

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

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

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

37. Determination of Responsiveness

37.1. The Bank’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself, as defined in the RFP. A substantially responsive proposal is one that meets the requirements of the RFP without material deviation, reservation or omissions. 37.1.1. “Deviation” is a departure from the requirements specified in the RFP;
37.1.2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
37.1.3. “Omission” is the failure to submit part or all of the information or documentation required in the RFP.

37.2. A material deviation, reservation or omission is one that,
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 terms and conditions set out in Section 9 and shall include the description of goods/technical specification/terms of reference, the successful bidder’s technical and financial proposal.

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 an IT Service Management (ITSM) tool 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 2017, 2016, 2015 or latest. A bidder shall demonstrate current soundness of financial position and its long-term profitability.

**General and Specific Experience:** a bidder shall have a 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: **27th April 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: **Thursday, 10th May, 2018 at 12:00 noon, 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/2018/0066– ACQUISITION, IMPLEMENTATION, TRAINING AND MAINTENANCE OF AN IT SERVICE MANAGEMENT TOOL**  
**RFP Closing Date and Time: Thursday, 10th May, 2018 at 12:00 noon, 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 Terms and 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 cooperates 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 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 (SHD)

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 Service Now 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 / end user portal

f) Provide on-going support and maintenance of ServiceNow®

2.5 The implementation of ServiceNow® will consist of the following phases:
a) Configure and implement all the Bank’s documented ITSM/ITIL processes 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 "Quick Win" phase followed by a formal phased introduction;

d) Taking into account the mobility, the mobile version on tablets and smart phones (iOS and Android) should be provided, and

e) 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 listed below as well as the Service Desk function, are in the scope of support by the ITSM system (ServiceNow platform) to be implemented. 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) Release and Deployment Management
j) Financial Management for ITSupplier Management (It is worth to note that the term “Vendor management” may be used in Bank’s internal language instead of the ITIL term Supplier Management. In any case, “Vendor Management” and “Supplier Management” in the context of the present Terms of Reference will mean the same thing)
k) Business Relationship Management
l) Availability Management
m) Capacity Management
n) IT Service Continuity 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) Integration with ServiceNow® should take into account at least the followings: Microsoft Active Directory which contains Bank’s users details / SAP / Network Operation Center / Information Systems Security platforms such as Intrusion Detection System; Intrusion Prevention System; Unified Communication services including Skype for Business,
d) Configure the tool to fit the Banks ITIL processes
f) Assist in reviewing/updating the Bank’s ITIL processes documents
f) Assist in optimizing the Banks Logical Configuration Management model, to best fit the tools configuration management module
g) Train the IT staff (up to 100 staff) in the use of the tool
h) Train up to 10 Bank IT staff to execute daily system administrator tasks
i) 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.
j) Provide on-going support/maintenance of the solution
k) 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 fully operational ServiceNow® solution which fits for use and purpose to support the already documented ITIL processes (as listed in the Scope section) and any future processes ITSM/ITIL processes which may come up with the evolution of 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; Configuration, customization documentations for concerned IT Staff
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 (ServiceNow Platform) in physical classroom/ hands on training formats
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) Financial Management for IT
k) Supplier Management
l) Business Relationship Management
m) Availability Management
n) Capacity Management
o) IT Service Continuity Management
p) Knowledge Management
q) All system modules parameterized to the Bank’s organization and way of working, where applicable;
r) 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;
s) Reporting capabilities of the system daily/weekly/monthly reports
t) Possibilities to know the status of the “calls” logged in the system
u) End to end tracking
v) Ad-Hoc reports
w) ServiceNow ® Performance Analytics features

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 stake-holders 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 up to 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.

f) 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:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max. Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Experience</td>
<td>(20)</td>
</tr>
<tr>
<td>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</td>
<td>5</td>
</tr>
<tr>
<td>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)</td>
<td>15</td>
</tr>
<tr>
<td>2 Response to questionnaire on general functional requirements (Annex 1 to TOR)</td>
<td>(10)</td>
</tr>
<tr>
<td>3 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>
</tbody>
</table>
### Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max. Points</th>
</tr>
</thead>
<tbody>
<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>
</tbody>
</table>

#### Proposed team, Qualifications and experience of proposed staff (25)

| 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) | 5 |
| 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) | 5 |
| 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. | 8 |
| 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. | 5 |
| 4.6 The bidder's consultants and project staff are bilingual (English and French) | 2 |

#### 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.

2. **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:

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

\( F \) = 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:

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

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/2018/0066 and have no reservation to the RFP including addendum issued;
(b) We have read, understood and accept to be bound by Section 9 of the RFP;
(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 ____________________________
Signature __________________________
Email: ______________________________

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

Dated on ____________________________

Official Stamp ________________________
# BIDDER INFORMATION SHEET

1. **Bidder’s Legal Name:**

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

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

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

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

### 6. **Bidder’s Authorized Representative Information:**

- **Name:**
- **Address:**
- **Telephone/Fax numbers:**
- **Email Address:**

7. Attached are copies of original documents of:

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

<table>
<thead>
<tr>
<th>1. Bidder’s Legal Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. JV’s Party legal name:</td>
</tr>
<tr>
<td>3. JV’s Party Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>4. JV’s Party Year of constitution or registration into a legally enforceable JV:</td>
</tr>
<tr>
<td>5. JV’s Party Legal address in Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>6. JV’s Party Authorized Representative Information:</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
</tbody>
</table>

7. Attached are copies of original documents of:
   - Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure.
   - A letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement and power of attorney nominating an authorized representative of the JV
   - In case of government owned entity from the Bank’s member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law
   - Organizational chart of the company and list of current staff
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>STATEMENT OF CONFORMITY AND BID SUBMISSION FORM</strong></td>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All partners combined</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
<tr>
<td>Each partner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

A power of attorney shall be attached, if applicable.

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

<table>
<thead>
<tr>
<th>ELIGIBILITY CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

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

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

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

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

- The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.

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

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

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

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

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

The bidder has a minimum turnover of at least **USD 700,000 equivalent for the last three years 2017, 2016, 2015 or latest.**

<table>
<thead>
<tr>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet at least 20% of the requirement</th>
<th>Must meet 40% of the requirement</th>
</tr>
</thead>
</table>

The bidder can demonstrate sound financial performance?

If yes, provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the **past three years 2017, 2016, 2015 or the latest.**

If the laws of the bidders’ country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for **the past three years 2017, 2016, 2015 or the latest.**

The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments?

If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines

<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>
of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources.

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

<table>
<thead>
<tr>
<th>GENERAL AND SPECIFIC EXPERIENCE</th>
<th>See below</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The bidder has been in business for the past five (05) years.</strong></td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>If yes, provide evidence, such as, information on the bidder’s company (description, including a short history, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business).</td>
<td></td>
</tr>
<tr>
<td><strong>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.</strong></td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 5 years.</td>
<td></td>
</tr>
</tbody>
</table>
The bidder shall have been in business for the last five (5) years and has the experience and capability to provide the goods and services required for a PASS.

<table>
<thead>
<tr>
<th>HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION</th>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has had a contract(s) terminated in the last three (3) years for unsatisfactory performance or default.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders shall complete the litigation history form.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder is involved in litigation that represents more than 50% - 100% percent of the bidder’s net worth.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders shall complete the litigation history form.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><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>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONFLICT OF INTEREST</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
<tr>
<td>The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder 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>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MANUFACTURER’S AUTHORIZATION (if applicable)</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
<tr>
<td>Or Reseller Agreement</td>
<td>Or Annual qualification</td>
<td>Or Sales Certification</td>
<td>Or partnership Status</td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------------------------</td>
<td>------------------------</td>
<td>-----------------------</td>
<td></td>
</tr>
<tr>
<td>The bidder's local partner (if applicable) shall also provide on the above mentioned document.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

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

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

Appendix 6E

Name of Bidder: _______________________

RFP Reference: ADB/RFP/CHGS/2018/0066

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address of Purchaser:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract description:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract award date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Termination date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reason for termination:</td>
</tr>
</tbody>
</table>

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

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

 Contract non-performance during the stipulated period

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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address of Purchaser:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract description:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract award date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Matter in dispute:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address of Purchaser:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract description:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract award date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Matter in dispute:</td>
</tr>
</tbody>
</table>
**CONFLICT OF INTEREST DISCLOSURE FORM**

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>RFP Reference: <strong>ADB/RFP/CHGS/2018/0066</strong></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>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you connected to a person employed by the Bank who is involved in the procurement process? This could be a personal or business relationship.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you an employee or stakeholder of the Bank?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has the Bank offered you a contract of employment in the last 12 months?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you participating in more than one proposal in the procurement process?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<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>

---

African Development Bank Group
Tender Ref.: ADB/RFP/CHGS/2018/0066

Appendix 6F
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 (US$)</th>
<th>Historical information for the previous three (3) years (most recent to oldest in USD equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 2017</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>2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</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>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</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.]

<table>
<thead>
<tr>
<th>General Experience</th>
<th>Page _______ of _______ pages</th>
</tr>
</thead>
</table>

<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: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:</td>
<td></td>
</tr>
</tbody>
</table>
## Appendix 6 I 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 proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):</td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td>Narrative description of project:</td>
</tr>
<tr>
<td>Name of associated consultants, if any:</td>
<td>Description of actual services provided by your staff within the assignment:</td>
</tr>
</tbody>
</table>

Name of Bidder: _________________________________
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
- A contract initialed and stamped on each page, which substantially conforms, with Section 9.
# Appendix 6K

## 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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<td></td>
</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)

Position*

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

Professional qualifications

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

<table>
<thead>
<tr>
<th>Address of employer</th>
<th>Contact (manager / personnel officer)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<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>
<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>
<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>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix 6L

BID-SECURING DECLARATION FORM

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

Bid No.: ADB/RFP/CHGS/2018/0066

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 require 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
## Security Controls Baselines Questionnaire for All Applications

<table>
<thead>
<tr>
<th>Application</th>
<th>Vendor</th>
<th>Version</th>
<th>Release Date</th>
</tr>
</thead>
</table>

### Application Supports The following Business Functions:

### Application makes use of the following Technology:

### Application makes use of the following IT Infrastructure:

<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>

### Access Management

<table>
<thead>
<tr>
<th>Access Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the application support integration with an enterprise identity management system?</td>
</tr>
<tr>
<td>If yes, please indicate which ones</td>
</tr>
<tr>
<td>Is user authentication controlled by means other than user account and password or PIN?</td>
</tr>
<tr>
<td>If yes, indicate what other mechanisms are used (e.g. certificates, token, biometric, etc.)</td>
</tr>
<tr>
<td>Does the application force “new” users to change their password upon first login into the application?</td>
</tr>
<tr>
<td>Can the user change their password at any time?</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>
</tr>
<tr>
<td>Can the application force password expiration and prevent users from reusing a password?</td>
</tr>
<tr>
<td>Is password transmission and storage encrypted and unviewable even to the system administrators?</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>
</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>
</tr>
<tr>
<td>Can the application be set to automatically log a user off the application after a predefined period of inactivity?</td>
</tr>
<tr>
<td>Can access be defined based upon the user’s role? Role-based Access Controls (RBAC)?</td>
</tr>
<tr>
<td>If yes, can the application generate the list of users by role?</td>
</tr>
<tr>
<td>Can the application support the removal of a user’s access privileges without requiring deletion of the user account?</td>
</tr>
</tbody>
</table>

### Audit Capabilities

<table>
<thead>
<tr>
<th>Audit Capabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is audit log tracking a feature available in the current version of this software application?</td>
</tr>
<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 log</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td>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</td>
</tr>
<tr>
<td>Does the application capture data entries, changes, and deletions? If yes, list the data elements contained in the audit log</td>
</tr>
<tr>
<td>Does the application time stamp for audit log entries synchronize with other applications and systems using NTP/SNTP?</td>
</tr>
<tr>
<td>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:</td>
</tr>
<tr>
<td>Can the audit log &quot;data&quot; be exported from the application for further processing (e.g. storage, analysis)?</td>
</tr>
<tr>
<td>Indicate how audit log files are protected from unauthorized alteration</td>
</tr>
<tr>
<td>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?</td>
</tr>
<tr>
<td>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)</td>
</tr>
</tbody>
</table>

**SECURITY OF REMOTE ACCESS AND SUPPORT**

<table>
<thead>
<tr>
<th>Which connection method(s) are used to accomplish remote support?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is functionality built into the application which allows remote user access and/or control?</td>
</tr>
<tr>
<td>Does the application logs remote support connection and activities with the ID of the vendor’s support employee?</td>
</tr>
<tr>
<td>Do vendor support personnel have specific roles and accesses that control access?</td>
</tr>
</tbody>
</table>

**PROTECTION FROM MALICIOUS CODE**

<table>
<thead>
<tr>
<th>Is the application compatible with virus scanning software products for removal and prevention from malicious code?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>If no</strong>, indicate what additional security controls are included with the application/system used to mitigate the risks associated with malicious code</td>
</tr>
<tr>
<td>Does the application’s client software operate without requiring the user to have local administrator level rights in order to run the application?</td>
</tr>
<tr>
<td><strong>CONFIGURATION MANAGEMENT AND CHANGE CONTROL</strong></td>
</tr>
<tr>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>Are updates to application software and/or the operating system controlled by a <strong>mutual</strong> agreement between the support vendor and the application owner?</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>
</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>
</tr>
<tr>
<td>Indicate the application update process</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>
</tr>
<tr>
<td>Do you provide documentation for guidance on establishing and managing security controls such as user access and auditing?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>DATA EXPORT AND TRANSFER CAPABILITIES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the application encrypt data before sending it over the Internet or an open network? If yes, indicate the encryption used</td>
</tr>
<tr>
<td>Does the application provide secure means for data export and transfer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>OTHER CAPABILITIES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the application maintain a journal of transactions or snapshots of data between backup intervals?</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>
</tr>
<tr>
<td>Has the application security controls been tested by a third party?</td>
</tr>
<tr>
<td>Does the application have ability to run a backup concurrently with the operation of the application?</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>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>SPECIAL TO WEB APPLICATION SECURITY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A1 risk?</td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A2 risk?</td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A3 risk?</td>
</tr>
<tr>
<td>Question</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A4 risk?</td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A5 risk?</td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A6 risk?</td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A7 risk?</td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A8 risk?</td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A9 risk?</td>
</tr>
<tr>
<td>Does the application includes the necessary controls to mitigate the current TOP 10 OWASP A10 risk?</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/2018/0066 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 ______________________

__________________________
Page 62 of 93
## PRICE SCHEDULE FORM
ADB/RFP/CHGS/2018/0066

The price schedule shall indicate the following:

<table>
<thead>
<tr>
<th>№</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>
<tr>
<td></td>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Migration towards the full version (optional)

### Payment schedule

<table>
<thead>
<tr>
<th>№</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></td>
</tr>
<tr>
<td>3</td>
<td>On-site Training (technical and functional aspects for up to <strong>100 people</strong>)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Warranty (minimum one year, please indicate the coverage of the warranty)</td>
<td>To be paid after live run of the system</td>
</tr>
<tr>
<td>5</td>
<td>Support &amp; maintenance 2nd year</td>
<td>To be paid on the second anniversary</td>
</tr>
<tr>
<td>6</td>
<td>Support &amp; maintenance 3rd year</td>
<td>To be paid on the third anniversary</td>
</tr>
<tr>
<td>7</td>
<td>Support &amp; maintenance 4th year</td>
<td>To be paid on the fourth anniversary</td>
</tr>
<tr>
<td>8</td>
<td>Support &amp; maintenance 5th 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>
<tr>
<td></td>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>
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:**

<table>
<thead>
<tr>
<th>REGIONAL COUNTRIES</th>
<th>NON REGIONAL COUNTRIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.  Algeria*</td>
<td>1.  Argentina</td>
</tr>
<tr>
<td>2.  Angola*</td>
<td>2.  Austria</td>
</tr>
<tr>
<td>4.  Botswana</td>
<td>4.  Brazil</td>
</tr>
<tr>
<td>5.  Burkina Faso*</td>
<td>5.  Canada</td>
</tr>
<tr>
<td>7.  Cameroon*</td>
<td>7.  Denmark</td>
</tr>
<tr>
<td>8.  Cape Verde</td>
<td>8.  Finland</td>
</tr>
<tr>
<td>10. Chad*</td>
<td>10.  Germany</td>
</tr>
<tr>
<td>11. Comoros</td>
<td>11.  India</td>
</tr>
<tr>
<td>12. Congo</td>
<td>12.  Italy</td>
</tr>
<tr>
<td>13. Côte d’Ivoire (HQ)</td>
<td>13.  Japan*</td>
</tr>
<tr>
<td>15. Djibouti</td>
<td>15.  Kuwait</td>
</tr>
<tr>
<td>16. Egypt*</td>
<td>16.  Luxembourg</td>
</tr>
<tr>
<td>17. Equatorial Guinea</td>
<td>17.  Netherlands</td>
</tr>
<tr>
<td>18. Eritrea</td>
<td>18.  Norway</td>
</tr>
<tr>
<td>19. Ethiopia*</td>
<td>19.  Portugal</td>
</tr>
<tr>
<td>20. Gabon*</td>
<td>20.  Portugal</td>
</tr>
<tr>
<td>22. Ghana*</td>
<td>22.  Spain</td>
</tr>
<tr>
<td>23. Guinea</td>
<td>23.  Sweden</td>
</tr>
<tr>
<td>24. Guinea Bissau**</td>
<td>24.  Switzerland</td>
</tr>
<tr>
<td>25. Kenya*</td>
<td>25.  United Kingdom</td>
</tr>
<tr>
<td>27. Liberia*</td>
<td>27.  Venezuela</td>
</tr>
<tr>
<td>28. Libya</td>
<td>28.  Switzerland</td>
</tr>
<tr>
<td>29. Madagascar*</td>
<td>29.  Somalia</td>
</tr>
<tr>
<td>30. Malawi</td>
<td>30.  South Sudan*</td>
</tr>
<tr>
<td>31. Mali*</td>
<td>31.  Sudan*</td>
</tr>
<tr>
<td>32. Mauritania</td>
<td>32.  Swaziland</td>
</tr>
<tr>
<td>33. Mauritius **</td>
<td>33.  Tanzania</td>
</tr>
<tr>
<td>34. Morocco*</td>
<td>34.  Portugal</td>
</tr>
<tr>
<td>35. Mozambique*</td>
<td>35.  United Kingdom</td>
</tr>
<tr>
<td>36. Namibia</td>
<td>36.  United States of America</td>
</tr>
<tr>
<td>37. Niger</td>
<td>37.  United States</td>
</tr>
<tr>
<td>38. Nigeria*</td>
<td>38.  United States of America</td>
</tr>
<tr>
<td>40. Rwanda*</td>
<td>40.  United States of America</td>
</tr>
<tr>
<td>41. Sao Tome &amp; Principe**</td>
<td>41.  United States of America</td>
</tr>
<tr>
<td>42. Senegal*</td>
<td>42.  United States of America</td>
</tr>
<tr>
<td>43. Seychelles</td>
<td>43.  United States of America</td>
</tr>
<tr>
<td>44. Sierra Leone*</td>
<td>44.  United States of America</td>
</tr>
<tr>
<td>45. Somalia</td>
<td>45.  United States of America</td>
</tr>
<tr>
<td>46. South Sudan*</td>
<td>46.  United States of America</td>
</tr>
<tr>
<td>47. Sudan*</td>
<td>47.  United States of America</td>
</tr>
<tr>
<td>48. Swaziland</td>
<td>48.  United States of America</td>
</tr>
<tr>
<td>49. Tanzania*</td>
<td>49.  United States of America</td>
</tr>
<tr>
<td>50. Togo*</td>
<td>50.  United States of America</td>
</tr>
<tr>
<td>51. Tunisia*</td>
<td>51.  United States of America</td>
</tr>
<tr>
<td>52. Uganda*</td>
<td>52.  United States of America</td>
</tr>
<tr>
<td>53. Zambia*</td>
<td>53.  United States of America</td>
</tr>
<tr>
<td>54. Zimbabwe*</td>
<td>54.  United States of America</td>
</tr>
</tbody>
</table>

**(HQ): Headquarter
PART II

CONTRACT CONDITIONS
SECTION 9 – CONTRACT CONDITIONS
Appendix 9A

Specific Conditions

1. In conformity with Appendix 6J, the Bidder shall include in its Proposal a contract which shall substantially conform with Section 9.

2. Notwithstanding the foregoing, the resulting contract must include and cannot derogate from the conditions of the General Terms and Conditions for the Purchase of Goods and Services (Appendix 9B) identified as “Mandatory Conditions” in paragraph 3 below and from the Code of Conduct (Appendix 9D).

3. The provisions of Appendix 9B considered as “Mandatory Conditions” are:

<table>
<thead>
<tr>
<th>1.2</th>
<th>Representations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2.2</td>
<td>The Supplier declares that it is fully cognizant of and undertakes to comply with the Code of Conduct of the Bank regarding suppliers that is attached to the Agreement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3</th>
<th>Performance of Agreement</th>
</tr>
</thead>
</table>
| 1.3.4 | The Supplier shall not engage in engaged in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practices in connection with the Agreement, the Bank may at its discretion, do any one or combination of the following: (i) void or terminate the Agreement; (ii) declare the Supplier ineligible to enter into contracts in connection with matters financed by the Bank; or (iii) pursue legal proceedings against the Supplier. For the purposes of this paragraph: (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the procurement process or in Agreement execution. (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract or Purchase Order to the detriment of the Bank, and includes collusive practice among Bidders, or between bidders and Bank staff (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition. (iii) “Coercive practice” is an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party; (iv) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. (v) “Obstructive Practice” means 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
<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5</td>
<td><strong>Liability, Immunities and Applicable Law</strong></td>
</tr>
<tr>
<td>1.5.2</td>
<td>Nothing in the Agreement or relating thereto shall be construed as constituting a waiver of the privileges or immunities of the Bank.</td>
</tr>
<tr>
<td>1.9</td>
<td><strong>Taxes</strong></td>
</tr>
<tr>
<td>1.9.1</td>
<td>Supplies for the Bank are exempted from taxes and customs duty in accordance with Article 57 of the Bank’s Charter. Accordingly prices shall be quoted or invoiced free and clear of all applicable taxes, including value added tax, sales tax, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority.</td>
</tr>
<tr>
<td>1.9.2</td>
<td>If a Supplier is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoices and the Supplier shall provide to the Bank any additional information or document as may be required by the Bank for obtaining the requisite exemption.</td>
</tr>
<tr>
<td>1.18</td>
<td><strong>Intellectual Property and Confidentiality</strong></td>
</tr>
<tr>
<td>1.18.5</td>
<td>The Supplier shall not use the Bank’s name or emblem in the absence of a prior express authorization from the Bank.</td>
</tr>
<tr>
<td>1.19</td>
<td><strong>Dispute Settlement</strong></td>
</tr>
<tr>
<td>1.19.1</td>
<td>The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this purchase order amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the “Notice of Dispute”) specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.</td>
</tr>
<tr>
<td>1.19.2</td>
<td>If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or difference, either party may require that such dispute be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</td>
</tr>
<tr>
<td>1.19.3</td>
<td>The arbitral tribunal shall comprise one arbitrator jointly chosen by the parties. However, where the parties are unable to reach an agreement within sixty (60) days of notification of the Conciliation Notice, the London Court of International Arbitration (LCIA) shall become the appointing authority.</td>
</tr>
<tr>
<td>1.19.4</td>
<td>The arbitration shall take place in the venue specified in the Agreement, or, failing that, in Abidjan, Côte d’Ivoire and shall be in the English language.</td>
</tr>
<tr>
<td>1.19.5</td>
<td>The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.</td>
</tr>
<tr>
<td>1.19.6</td>
<td>Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to the Bank under the Agreement Establishing the African Development Bank, international conventions or any other applicable law.</td>
</tr>
<tr>
<td>1.19.7</td>
<td>The provisions of this article shall remain in force after the termination of this Agreement.</td>
</tr>
</tbody>
</table>
1.1 Constitution of Agreement

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

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

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

1.2 Representations

1.2.1 The Supplier represents and warrants that:

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

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

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

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

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

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

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

1.3 Performance of Agreement

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

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

1.3.3 The Supplier shall immediately report to the Bank in writing any problems encountered which may jeopardize the performance of the Agreement.

1.3.4 The Supplier shall not engage in engaged in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practices in connection with the Agreement, the Bank may at its discretion, do any one or combination of the following: (i) void or terminate the Agreement; (ii) declare the Supplier ineligible to enter into contracts in connection with matters financed by the Bank; or (iii) pursue legal proceedings against the Supplier. For the purposes of this paragraph:

(i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the procurement process or in Agreement execution.

(ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract or Purchase Order to the detriment of the Bank, and includes collusive practice among Bidders, or between bidders and Bank staff (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

(iii) “Coercive practice” is an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
(iv) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) “Obstructive Practice” means 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 acts intended to materially impede the exercise of the Bank’s inspection and audit rights;

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

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

1.4 Environmental Protection

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

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

1.5 Liability, Immunities and Applicable Law

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

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

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

1.6 Insurance

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

1.7 Documents

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

1.8 Changes to Agreement and Amendments

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

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

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

1.9 Taxes

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

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

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

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

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

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

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

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

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

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

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

1.11 Inspection, Acceptance or Rejection

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

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

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

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

1.12 Warranty

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

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

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

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

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

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

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

1.13 Suspension

1.13.1 The Bank may at any time suspend the performance of this Agreement or any part thereof for its...
1.14 Termination

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

1.14.2 If the Supplier has abandoned or repudiated this Agreement, has without valid reason failed to commence work under this Agreement or has violated any of the terms of this Agreement, the Bank will notify the Supplier in writing describing the failure or violation and give the Supplier a reasonable opportunity to remedy the default within a period of at least three (3) days. The Bank may, by written notice, without prejudice to any other remedy it may be entitled to, terminate this Agreement in whole or in part if the Supplier fails to remedy such default within the period specified.

1.14.3 Notwithstanding paragraph 1.14.2 above, the Bank shall have the right, in its sole discretion, to terminate the Agreement for default, without having to give the Supplier an opportunity to remedy, if the Supplier is in violation of paragraphs 1.3.1 or 13.4 of this Agreement, or if the Supplier becomes insolvent or bankrupt or ceases paying its debts generally as they mature.

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

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

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

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

(i) the services accepted by the Bank but not paid previously and adjusted for any savings;

(ii) costs incurred in the performance of the work terminated, including initial and preparatory expenses; and

(iii) the cost of settling disputes with and making payments to the Supplier’s contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Agreement and not included in subparagraphs (i) and (ii) above;

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

1.15 Audit

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

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

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

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

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

1.17 Liability

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

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

1.18 Intellectual Property and Confidentiality

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

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

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

1.18.4 The Supplier shall not, while performing this Agreement or at any time thereafter, utilize in any manner prejudicial to or incompatible with the interests of the Bank any information of a restricted or confidential nature that may come to its knowledge in connection with the performance of this Agreement.

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

1.19 Dispute Settlement

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

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

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

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

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

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

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

1.20 Force Majeure

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

1.20.2 The party affected by such Force Majeure shall give prompt written notice to the other party of the nature and probable duration of such Force Majeure, and of the extent of its effects on such party's performance of its obligations hereunder.

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

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

1.21 Severability

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

Packaging, Title and Risk of Loss for Goods

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

1.21.3 Title to all goods furnished under the Agreement shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to the Bank. Title will pass to the Bank on the earlier of the date of the payment for such goods or acceptance of the goods. The Supplier shall assume all risk of loss or damage for the goods until such time the title passes to the Bank.
African Development Bank Group
Tender Ref.: ADB/RFP/CHGS/2018/0066

Appendix 9C

SERVICE LEVEL AGREEMENT

This appendix provides a template for the SLA, which will serve as the basis for the SLA agreed to by the parties.

1. PURPOSE

This document describes Service levels for Hosted services provided 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>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</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>
</tbody>
</table>
#### Application Recovery Service

<table>
<thead>
<tr>
<th>Service</th>
<th>Option</th>
</tr>
</thead>
<tbody>
<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>
<tr>
<td>Data Storage Retention</td>
<td>Yes /No /Shared</td>
</tr>
<tr>
<td>Network Services</td>
<td>Yes /No /Shared</td>
</tr>
<tr>
<td>Problem Management/Customer Support Service</td>
<td>Yes /No /Shared</td>
</tr>
</tbody>
</table>

#### Hosing 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 workaround 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>Availability</td>
<td>System is available for use</td>
<td>99.95% Availability excluding scheduled maintenance</td>
<td></td>
</tr>
<tr>
<td>Problem Management</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 within 2 working days</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Severity Level 4 Problem Resolved</td>
<td>80% resolved within 5 working days. 100% resolved within 7 working days</td>
<td></td>
</tr>
<tr>
<td>Vendor Help Desk</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 than 1% of calls get a busy signal</td>
<td></td>
</tr>
<tr>
<td>Support calls for Severity Level 1 and Level 2</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>Data Retention</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, inquiries, 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.
AFRICAN DEVELOPMENT BANK
CORPORATE PROCUREMENT DIVISION

CODE OF CONDUCT

FOR THE BANK SERVICE PROVIDERS, SUPPLIERS AND CONTRACTORS

The purpose of this Code of Conduct (the “Code”) is to outline the key principles of conduct expected from all service providers, suppliers and contractors (“You”, “Your”) and the Bank (“Us”, “We”, “Our”).

You and Us agree to respect the principles and spirit of the Code. You should be aware that any violation of the Code may be considered as poor performance of Your obligations that could result in actions being invoked by Us, including termination of the contract and any other relationship without notice and/or without compensation at Your risk and expense.

The principles and spirit of the Code also applies to Your suppliers, subcontractors, employees and any other third party (“They”, “Them”) with whom You assign any part of Your obligations. It is Your responsibility to ensure that the Code is communicated to Them and They are aware and comply with the principles and spirit of the Code.

OUR EXPECTATION

You undertake to:

1) Act in good faith:

   a. Execute Your obligations with the highest professional standard to the industry standards and practices in which you operate and in accordance with the provisions of the contract;

   b. Refrain from any action that may represent reputational risk to Us, for example, by paying Your subcontractors and any other third party assigned to the contract on time, by complying with all applicable laws in your country of establishment and where the contract is performed;

   c. Not offer any gift of any value to Our staff.

2) Fulfil an advisory and partnership role:
a. Exercise due care, diligence and skill in providing expert and advisory services, when required, on the implementation and performance of the goods, services and/or works under the contract;

3) Maintain Confidentiality and Security of Information:

a. Take appropriate steps to safeguard and maintain confidentiality of Our confidential information, including maintaining it in confidence, in a secure location and not disclosing it to third parties (not assigned to the contract) without Our prior written consent, during the contract period and after its conclusion;

b. Not use Our name and logo for any purpose without Our prior written consent;

c. Observe the utmost discretion in all matters relating to Us, Our business and activities.

4) Take appropriate steps to manage any of conflict of interest:

a. Disclose any actual or potential conflict of interest;

b. Disclose any interest Our staff or agent may have in Your business or any other economic ties with You.

5) Be transparent:

a. Implement an open book approach;

b. Provide any information and/or documentation relating to the contract upon request, in a timely manner;

c. Place at Our disposal any accounting or financial information relating to the contract upon request;

d. Fully cooperate and provide assistance in any investigation relating to the contract that We commission or conduct (including audits or investigation relating to fraudulent and corruptive practices).

6) Ensure the probity and integrity of Your staff working on Our contracts:

a. Employ staff who meet minimum requirements in relation to criminal conviction, security clearance and qualification;

b. Replace any staff, as soon as possible, who are unsatisfactory to carry out the services under the contract;
c. Ensure Your staff, whilst on Our premises, are aware of Our code of conduct for staff and conduct themselves in the same manner as Our staff are expected to conduct themselves.

7) Not partake in corruption and fraudulent practices:

a. Not accept any gift, favour or compensation that could influence the impartial performance of Your obligations under the contract;

b. Not offer any gift, favour, compensation or any other inducement that could influence the actions of any natural person or business;

c. Not act or misrepresent the facts deliberately or recklessly or attempt to induce Us in error in order to gain any form of advantage;

d. Not collude with two or more persons in order to achieve an improper purpose;

e. Not obstruct any investigation into bribery, fraudulent or collusive activities by not destroying, altering or deliberately concealing evidence, and not make false statement to investigators or prosecutors;

f. Not threaten, harass or intimidate a person with the intention to prevent him or her from sharing information relating to an investigation or wilfully obstruct Us to exercise Our right of review.

8) Submit to Audit:

a. Permit Us to inspect Your accounts and records relating to Your performance of the contract and have them audited by auditors appointed by Us.

9) Comply strictly with all laws in your country of establishment and the country where the contract is performed:

a. Comply with all applicable laws and regulation (for example protection of the environment; employment laws pertaining to minimum wage, working hours, working conditions, health and safety at work; payment of taxes and social security contribution);

b. Undertake initiatives to promote greater environmental and social responsibility.

10) Endeavour to improve services and deliver value for money:

a. Actively seek to optimise service delivery through savings and efficient cost management through the life of the contract;
b. Proactively pursue continuous improvement of services to reduce waste and improve efficiency across Our organization;

c. Support Our “Green” initiatives.

**YOUR EXPECTATION**

We will:

a. Carry out Our obligations with due care and skill and in accordance with the contract;

b. Make all payments due as soon as possible;

c. Work with You to optimise service delivery;

d. Make you aware of Bank policies which you are required to comply;

e. Provide all documentation You require to perform Your obligations as soon as possible.
# CONTRACTOR PERFORMANCE EVALUATION FORM

<table>
<thead>
<tr>
<th>Evaluation criteria</th>
<th>Coefficient (1-3)</th>
<th>Rating (1-10)</th>
<th>Total Score</th>
<th>Max. Possible Score</th>
<th>COMMENTS</th>
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<tbody>
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<td>I. PROVIDER’S CAPACITY</td>
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<td>1. CONTRACT SUPERVISION QUALITY</td>
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<td>2. COMPLIANCE WITH RULES</td>
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<td>3. COMPLIANCE WITH TIMEFRAMES</td>
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<td>4. SUPPLY</td>
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<td>5. HUMAN RESOURCES</td>
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<td>8. APPROPRIATE MEASURES PROPOSED</td>
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<td>9. ANTICIPATION AND PROACTIVE HANDLING OF PROBLEMS</td>
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<td>10. PLANNING</td>
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<td>11. COMPLIANCE WITH LOCAL LAWS</td>
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<td>12. COMPLIANCE OF SERVICES</td>
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</tbody>
</table>
13. IDENTIFICATION OF SERVICE PROVIDER'S STAFF (uniform, badge etc) | - | - |
14. MANAGEMENT EFFECTIVENESS | - | - |
15. COST CONTROL | - | - |
16. COMPLIANCE WITH STANDARDS | - | - |
17. CAPACITY TO UPDATE SYSTEM INSTALLED | - | - |
18. TIME FLEXIBILITY | - | - |
19. COMPLIANCE WITH CONTRACT CLAUSES | - | - |
20. COMPLIANCE WITH TOR/TECHNICAL SPECIFICATIONS | - | - |
21. RESPECT FOR THE ENVIRONMENT | - | - |
22. INNOVATION OF SERVICES | - | - |
23. SKILLS TRANSFER, TRAINING | - | - |

II. STAFF

1. AVAILABILITY OF CONTACT PERSON | - | - |
2. NAME OF CONTACT PERSON | - | - |
3. PERFORMANCE, QUALIFICATION, COMPETENCE OF STAFF | - | - |
4. PUNCTUALITY | - | - |
5. PROFESSIONALISM | - | - |
6. CAPACITY TO ADAPT | - | - |
7. RESPONSIVENESS | - | - |
8. COMPLIANCE WITH INSTRUCTIONS | - | - |
9. CONFIDENTIALITY | - | - |
10. TIMELINESS | - | - |
11. RESPECT OF THE WORK ENVIRONMENT | - | - |
12. QUALITY OF COLLABORATION | - | - |
13. UNDERSTANDING OF WORK SOFTWARE | - | - |
14. CONDUCT/BEHAVIOUR | - | - |
15. WORKING LANGUAGE | - | - |

III. SERVICES

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

TOTAL | - | - |