OPEN COMPETITION

REQUEST FOR PROPOSALS FOR IT SERVICE MANAGEMENT PROJECT PHASE 2 EXPANSION OF SERVICENOW® ITSM TOOL TO HUMAN RESOURCES, AND GENERAL SERVICES AND PROCUREMENT DEPARTMENTS IN THE AFRICAN DEVELOPMENT BANK

REF: ADB/RFP/CHGS/2022/0019
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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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 the Contract 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#

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
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 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.

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

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

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

8. Site Visit / Pre-Bid meeting

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

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

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

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

PREPARATION OF PROPOSALS

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

10. Language of Proposals

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

10.2. Any printed literature furnished by the bidder written in another language other than the language specified in the RFP Data Sheet shall be accompanied by a certified translation in the language in the RFP Data Sheet of its pertinent passages in which case, for the purpose of interpretation of the proposal, the translation shall govern.

11. Subcontractors and service providers – Bidders shall identify any sub-contractors that will play a significant role in the bidder’s performance of the contract. The Bank reserves the right to obtain the same level of information from subcontractors as from bidders.

12. Documents comprising the Proposal - Proposals shall comprise the following documents, completed in full and supported with evidence and information requested:
13. **Statement of Conformity, Bid Submission Form and Price Schedule** – Bidders shall sign the Statement of Conformity and Bid Submission Form and complete the price schedule using the forms provided. The forms shall be completed without alterations to its format and content. No other substitutes shall be accepted.

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

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

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

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

18. **Demonstration** – If provided in the RFP, the Bank shall require bidders to provide a live demonstration of the proposed solution. The bidder shall provide the demonstration free of charge and the Bank shall not accept any liability for any damage to or loss of 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 the date 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 defect’s liability period. This is the predetermined 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_assistance@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, services and works to be provided: **IT Service Management Project Phase 2 Expansion of ServiceNow® ITSM Tool to Human Resources, and General Services and Procurement Departments**, as outlined in Section 4.

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

- **Bid Validity period**: One Hundred and Twenty (120) days.
- **Appendix 5A (Declaration of conformity)**: Completed and signed
- **Appendix 5K (Bid Securing Declaration Form)**: Completed and signed
- **Appendix 5L (Letter of bid)**: Completed and signed
- **Partnership**: Partner agreement with publisher/editor the software
- **Eligibility of Bidders, Goods, Services and Works**: Goods, services and works 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 US$ 1,000,000 equivalent per annum for the last three years [2021, 2020, 2019 or latest]. A bidder shall demonstrate current soundness of financial position and long-term profitability.
- **General and Specific Experience**: A bidder shall have a minimum of Five (05) years’ experience and successfully or substantially implemented as a prime contractor at least three projects of a similar nature and complexity (the contracts cited should be at least 70% complete) in the last Seven (07) years.
- **Historical Contract Performance and Pending Litigation**: A bidder shall demonstrate the 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 any change to the ITB shall be sent in writing by electronic mail: tender@afdb.org. The request shall be received by the Bank no later than 3rd May 2022 at 17h00 (GMT)

§ 8 | The Bank shall organize a non-compulsory pre-bid meeting (virtual meeting): YES. The meeting will take place 28th April 2022 at 10:00 am (Abidjan local time).

Connection parameters are below:

Join Zoom Meeting
https://afdb.zoom.us/j/95605740583?pwd=KzNMK3F4TWfVU2d2a3ITQnVac0djUT09
Meeting ID: 956 0574 0583
Password: 04525149

§ 10 | The language of proposals and all correspondence is: English. This language will govern the contractual/legal relationship between the Bank the contract. Bidders who so wish may bid in French. However, Appendixes 6A, 6K and 6L (section 6) as well as the proposed contract shall be in English.

§ 20 | Alternative bids are accepted: NO

§ 24 | The prices shall be expressed in USD or any freely convertible currency

§ 25 | The Bank’s requirement is divided into lots: NO. Bidders can submit a bid for one or multiple lots NOT APPLICABLE

§ 26 | The minimum period of validity of bids is one hundred and twenty (120) days from the deadline for submission of bids.

§ 27 | Bid security is required NO.

§ 27.1 | However, 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. Bidders should use the form included in Section 6, Appendix 6K.

§ 28 | The deadline for submission of bids is 19th May 2022 at 17h00 (Abidjan local time)

§ 31 | Bids shall be submitted electronically via the AfDB e-Procurement portal at https://eprocurement.afdb.org/irj/portal: YES

In order to submit a bid, it is a requirement to register with the Bank through its website at:
https://eprocurement.afdb.org/sap/bc/webdynpro/sap/zsup_reg_submit#

| § 47  | Performance security is required: **NO** |
| § 48  | Advance payment will be provided to the successful bidder: **NO** |
| § 49  | The Bank shall retain 10% of the contract sum until the end of the defect’s liability period: **NO**  
*The amount will be returned to the bidder as set out in the General and Specific Conditions.* |
SECTION 4 – TERMS OF REFERENCE

1. BACKGROUND & CONTEXT

1.1. The Vice Presidency, Human Resources and Corporate Services (CHVP) ensures the delivery of efficient, people-centered, and client-oriented corporate services, to guarantee 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. It is responsible for providing operational leadership in the formulation and implementation of the Bank's people management, information technology, general services and institutional procurements, language services, business continuity, and health and safety strategies.

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 and on budget. To support the Bank's long-term strategy with priority programs (High 5s), 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 the Bank's business processes for developing Africa and (vi) achieve lower total cost of ownership while strengthening building capacity via “economies of skills”. CHIS has 4 divisions and Director's front Office (CHIS.0) in charge of the Directorate, Enterprise architecture, regional and country office IT coordination, Program management office (PMO), and Planning & administration. The Divisions are: Business Solutions Development and Maintenance Division (CHIS.1), Data Center Systems Management Division (CHIS.2), Network and Telecom Services Division (CHIS.3), and Client Services Division (CHIS.4)

1.3. The primary roles of the General Services and Procurement Department (CHGS) are to manage the Bank’s assets, oversee all corporate procurement of goods, services, works and real estate, coordinate all staff travel and transport of Bank’s goods and staff, catering services and other logistics arrangements and the mail services and keep staff informed about services offered. To this end the CHGS department formulates and applies rules for procurement, storage, and maintenance of furniture, office equipment and supply; design, prepare and implement programs for the construction or acquisition and maintenance of buildings and premises; formulate and ensure the proper and effective application of administration policies within the Bank in such areas as communications, transport, travels, security, protection and safety of the Bank’s staff and property; and perform related duties. The department is responsible for managing the Bank’s fixed assets (valued at over UA 100,000,000). The CHGS department comprises 3 divisions supervised by the Director General Services and Procurement. These divisions are: (i). Operations and Maintenance
1.4. The Human Resources Management Department (CHHR) designs and implements people strategies, policies, processes, and programs that enable the Banks’ Employee Value Proposition to attract, develop, engage and retain a world-class workforce. The Department is responsible for providing the Bank’s leadership and staff integrated people-management solutions, as well as a favorable working environment for increased employee productivity. The Department is also responsible for leading change and organizational effectiveness through robust capacity building programs. The Front Office provides strategic thought-leadership, supports the business to build the People Strategy and implements the related actions through the Department’s Divisions. The Department has three (3) Divisions: Client Relations & Staff Engagement (CHHR.1), HR Operations, Methods & Compliance (CHHR.2), and Talent & Development (CHHR.3).

1.5. The Bank has adopted ITIL® as its IT Service Management (ITSM) Framework

As part of the Bank’s Digital Transformation strategy and its ITSM journey, CHIS has implemented the ITSM Tool ServiceNow® ITSM to help in its IT Service Delivery.

ServiceNow® has been rolled-out in June 2019 and is fully functional. It is heavily used by the Service Desk and the other IT service delivery Functions in the IT Department. Its major features/applications currently include:

- **Agent Workspace**: Service desk agents resolve issues faster than ever before with this purpose-built command center. From a single pane view, service desk agents can resolve multiple issues concurrently with full context of issue history, SLA, etc.

- **Incident Management and Problem Management**: Restore services fast after an unplanned interruption or major incident by investigating the root cause to quickly resolve critical service disruptions. Use trend analysis and periodic service configuration reviews to minimize and prevent future issues. The Integration with the IT Operations Center (ITOC) enables monitoring of the IT Infrastructures, Applications, and services. The ITOC handles the major incidents.

- **Change Management**: Improve velocity of work while minimizing risks and costs of unplanned changes. Automate standard changes with DevOps capabilities and for more complex changes, automate change advisory board meetings with CAB Workbench to accelerate change management. End to end change management is handled through the CAB Workbench. The submissions and approvals of Requests for change (RFC) are done automatically onto the platform.

- **Knowledge, and configuration management**: The ServiceNow® Knowledge Management enables the sharing of information in knowledge bases. These knowledge bases contain articles produced by the IT Support Function Teams that provide users with information such as self-help, troubleshooting, and task resolution. The Configuration Management database (CMDB) is not yet fully automated. However, configuration items related to Request For Change (RFC) are recorded.
- **Multi-Channel Request Management**: Give users a modern, omni-channel way to interact 24/7 with IT with self-service, collaboration, request items or services. Share, manage, and use knowledge from across the organization and make it readily available for shared or private use by IT and employees.

- **Performance Analytics**: ServiceNow® Performance Analytics is an in-platform process optimization solution to create management dashboards, report on KPIs and metrics, and answer key business questions to help increase quality and reduce the costs of service delivery.

- Practically ServiceNow provides built in reports and has tools to easily build custom reports – allowing for real-time data for the management of the system, identifying trends and planning for future needs – Bank-wide and down to a single business unit.

- **SLAs**: Set business expectations and gain visibility into IT team’s service commitments and performance with Service Level Management. Manage SLAs with the visual SLA Timeline to see individual SLA progress and events triggering stage changes. Prioritize tasks, check statuses, reassign ownership, and escalate issues, allowing to always provide best service to the Business.

1.6. While the IT-related incidents and service requests are being handled through ServiceNow® platform, the legacy ITSM Tool SiteHelpDesk® is being used in CHHR and CHGS Departments. However, it is not fully satisfying the Business needs and challenges of the two departments.

1.7. Enabling end-to-end IT Service Management, Accelerating the Adoption and Optimal use of ServiceNow® bankwide, and leveraging on Artificial Intelligence (AI) and Robotic Process Automation (RPA) are currently the continual Service Improvement endeavor priorities of CHIS. Arrangements are also being made to acquire ServiceNow ITSM Professional licenses.

2. **OBJECTIVE**

2.1 The ITSM Project Phase-II is aimed to: (i) replace SHD and (ii) leverage on the experience and outcomes of ServiceNow® ITSM implementation and usage in CHIS to enhance and expand IT Service Support Management capabilities and tools to all support functions bankwide with primary focus on CHHR (HR-Direct), CHGS (CHGS Direct).

2.2 CHHR: Leverage on the current implementation of ServiceNow® ITSM module to improve staff satisfaction with HR shared services through the features and/or functionalities of ServiceNow platform such as but not limited to:

- A Self-Service Portal through which staff can submit service requests based on a service catalogue
- A Knowledge Database
- An Automatic log of ticket in ServiceNow for each e-mail routed to HR Direct mailbox (HRDirect@afdb.org)
- An Automatic log of ticket for each phone call to HR Direct line (+225 27 2026 1999)
- Reminders and escalation model regarding the SLA
- Automatic Incidents and service requests reporting
- The possibility of integration with various Bank's systems such as SAP on Premise, SuccessFactors, Microsoft Azure Active Directory (AzureAD), telephone system, MS Teams, contact center
- A powerful Reporting Center
- The possibility of broadcasting keys performance indicators for a Help Desk
- Virtual Assistant

2.3 CHGS: Leverage on the current implementation of ServiceNow® ITSM to achieve the following:

- Implement and configure General Services and Procurement Department-related incident management workflow capabilities to help orchestrate escalations and hand-offs
- Implement and configure service request workflow capabilities to help orchestrate escalations and hand-offs
- Incidents and service requests are related to:
  - Corporate Cards (P-Card and Travel Card) issuance and management activities; keep track records of incidents occurring during card use and their resolutions in liaison with the supplier and help cardholders
  - Facilities Operations & Maintenance
  - Support Services
  - Insurance Services: record claims on property and motor vehicles; follow up settlements of claims with Insurance brokers of the Bank
  - Procurement activities such as requests to launch a tender document and follow up action
- Leverage on analytics capabilities such as Performance Analytics to reduce the time/effort to generate reports
- Configure all SLAs established for different services across all divisions used by CHGS Department
- Automatically log of ticket for each e-mail routed to CHGS Direct mailbox. Any Incident and/or service request email sent to CHGSDirect@afdb.org should automatically trigger a ticket logged in the ServiceNow Platform
- Ensure the integration with various Bank's systems such as AzureAD, telephone system, MS Teams, contact center
- Enable the Reporting Center features
- Implement and configure Chat which is a real-time messaging tool that enables users to chat with individuals and groups, quickly share files, and collaborate on any record by connecting with the right people instantly
- Implement Virtual Assistant and RPA features as needed
2.4 Therefore, the Bank invites ServiceNow® Solution Integrators and dully registered partners (specialist, premier, elite, and global elite levels), to assist the Bank in the following tasks:

a) Provide and implement the appropriate ServiceNow® ITSM solution / set up with the required number of professional licenses to enable concerned CHHR and CHGS Teams including HR Direct and CHGS Direct Teams perform their respective support activities

b) Assist in the parametrization / integration of ServiceNow® for CHGS and CHHR onto the Bank’s existing technical IT on premises and cloud infrastructures

c) Train Bank’s concerned CHHR and CHGS (up to 50 staff) in the use of the solution at the back-end fulfiller roles levels. Actual number of concerned staff may vary at implementation time

d) Train and transfer knowledge to CHIS Business solution development Team staff (up to 10 staff) in the various aspects of designing, developing, and implementing the customized solutions based on ServiceNow technologies

e) Train a certain number of selected Bank IT staff (approx. 20 staff) to execute daily system administrator and functional configuration tasks

f) 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

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

2.5 The implementation and expansion of ServiceNow® will consist of the following:

a) Configure the processes in scope for CHHR and CHGS in ServiceNow® and replace SiteHelpDesk (SHD) by ServiceNow®

b) Ensure that existing data and customer/user details in SHD be migrated towards the new solution (ServiceNow®) as needed

c) Configure the Self-Help tool of ServiceNow® to be used bankwide by Bank staff

d) As the process implementation continues, expand the number of processes (if need be) to be supported by the help of ServiceNow functionalities.

4. SCOPE AND REQUIREMENTS

4.1 This Request for Proposal is for Expansion of ServiceNow Platform to Human Resources (CHHR) and General Services and Procurement (CHGS) Departments.

4.2 The number of users of the solution in the back end and licenses in fulfiller roles for CHHR and CHGS is foreseen for up to 80 including the concerned regular Bank staff members,
insourced staff, short term staff in the respective departments and their contractors. The Self-Help interface (of ServiceNow®) for the end-users must allow up to 3000 users concurrently, anytime, anywhere, any device (laptops, smartphones (Android, iOS)).

4.3 The following processes and the Service Desk function are in scope for both CHHR and CHGS:
   a) Service Desk Function
   b) Incident Management
   c) Request Fulfillment
   d) Problem Management
   e) Service Level Management
   f) Service Catalogue Management
   g) Supplier Management
   h) Knowledge Management

4.4 CHHR - The scope of work to be done is comprised of the following:
   • Configure and implement CHHR Model Delivery of Services in ServiceNow
   • Implement the ITIL/ITSM processes in scope as well as the relevant business processes
   • Configure and implement integration of ServiceNow with the Bank systems such as but not limited to the one listed below (any other integration need should be taken into account at the time of actual implementation):
     o Microsoft Outlook / Microsoft O365 / MS Teams
     o Telephone system, contact center
     o SAP on Premise (where possible)
     o Employee Central of SuccessFactors
   • Implement and configure service request workflow capabilities to help orchestrate escalations and hand-offs
   • Configure all SLAs established for different services across all CHHR divisions
   • Implement new Services where possible (Web Chat, IVR, logging calls by client himself, Dashboard, automated key indicators)
   • Automate timely Dashboard, Key Performance Indicators
   • Leverage on analytics capabilities from ServiceNow® ITSM to reduce the time/effort to generate reports.

The HR Department Teams which are expected to be covered by the implementation are listed below with their roles:
   • HR Direct Service management – Operations Team: To provide timely and accurate service support (helpdesk) through an effective service management platform
• HR Payroll (HR Financials – payments Team): To accurately, and on a timely basis honor the Bank’s financial obligation to our clients through flawless execution of relevant financial processes

• HR Benefits (Benefits Management – payments Team): To facilitate the delivery of benefits for our clients in line with policy through clear and fair interpretation of staff rules and all other PPP’s

• HR Admin (HR Administration - Operations Team): To produce accurate deliverables to our clients through flawless execution of relevant HR processes

• HR Master data and HIRS (Processes, Systems & Analytics Team): To provide timely management information with the highest level of integrity and accuracy

4.5 CHGS - The scope of work to be carried out is comprised of the following:

• Main core processes to be implemented are:
  - Incident Management
  - Request Fulfilment
  - Service Catalogue Management
  - Knowledge Management
  - Asset Management

• Implement and configure General services related incident management workflow capabilities to help orchestrate escalations and hand-offs

• Implement and configure service request workflow capabilities to help orchestrate escalations and hand-offs

• Incidents and service requests are related to:
  - Corporate Card (P-Card and Travel Cards) issuance and management activities; keep track records of incidents occurring during card use and their resolutions in liaison with the supplier and help cardholders
  - Facilities Operations & Maintenance
  - Support Services
  - Insurance Services: record claims on property and motor vehicles; follow up settlements of claims with Insurance brokers of the Bank
  - Procurement activities such as request to launch a tender document and follow up action

• Leverage on analytics capabilities such as Performance Analytics to reduce the time/effort to generate reports

• Implement Performance Analytics

• Configure all SLAs established for different services across all divisions used by CHGS Department

• Implement and configure Connect Chat which is a real-time messaging tool that enables users to chat with individuals and groups, quickly share files, and collaborate on any record by connecting with the right people instantly
5. TASKS

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

a) Provide and implement the appropriate integrated ServiceNow solution / set up with the required number of professional licenses to enable concerned CHHR and CHGS Teams including HR Direct and CHGS Direct Teams perform their respective support activities.

b) Review/adapt the existing processes both for CHHR and CHGS

c) Configure the ITSM Tool (ServiceNow®) to fit the ITIL processes as well as any relevant business process in scope.

d) Configure and implement integration of ServiceNow with the Bank systems below:
   - Microsoft Outlook / Microsoft O365 / Microsoft Teams
   - Telephone system,
   - Contact center: Arrangements are being made by the Bank to acquire a Microsoft Teams Certified Contact Center which will be implemented for CHIS, CHHR and CHGS. This contact center is expected to have capabilities to integrate with WhatsApp
   - SAP on Premise
   - IT Operation Center (ITOC)

e) Ensure scalability in the deployment to factor in possible future extension.

f) A high-level planning is requested from the Integrator.

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

h) Provide the appropriate integrated ServiceNow solution / set up with the required number of licenses to enable concerned CHHR and CHGS Teams including HR Direct and CHGS Direct Teams perform their respective support activities.

i) Assist in the parametrization / integration of ServiceNow for CHGS and CHHR onto the Bank’s existing technical IT on premises and cloud infrastructures.

j) Train Bank’s concerned CHHR and CHGS (up to 50 staff) in the use of the solution at the back-end fulfiller roles. Actual number of concerned may vary at implementation time.

k) Train and transfer knowledge to CHIS Business solution development staff (up to 10 staff).

l) Train a certain number of selected Bank IT staff (approx. 20 staff) to execute daily system administrator tasks and functional configuration tasks.

m) Train all the concerned CHHR and CHGS staff, training and coaching for the local IT administrators,
n) 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.

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

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 stakeholders in the project, like, but not limited to, personnel from the CHGS, CHHR and IT departments, 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 selected integrator / 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, and concerned staff in CHHR and CHGS Departments. 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 CHIS, CHHR and CHGS departments during the agreed time frames; The Vendor shall indicate and provide various support channels to communicate on issues or questions regarding the ServiceNow® platform (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 selected bidder will report to the Division Manager of the CHIS unit. A Project Committee in line with the IT Project Governance practice will be established to oversee supervision and monitoring of the assignment.

Role of the Project Committee:

- Ensure that the outputs and deliverables are consistent with the overall objectives of the project;
- Ensure the appropriate reviews of issues encountered during the lifespan of the assignment;
- Verify that the required approvals and directions for the assignment are obtained at every stage of the assignment;
- Approve recommendations and documents submitted by the selected bidder/vendor/integrator which is implementing the project.

8.2 The Vendor’s Project Manager / Lead consultant will work with and report to the Bank’s designated Project Manager and the ITSM Lead Expert under the overall guidance of the CHIS Division Manager. From the Vendor’s side 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 subgroups engaged in the project.

c) Weekly project progress documentation on agreed standard templates.

d) Report progress to the Bank’s Project Manager.

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

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

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

10. DELIVERABLES

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

a) An integrated, automated, and operational ServiceNow® solution which fits for use and purpose with the required number of professional licenses to enable CHHR and CHGS Teams (including HR Direct and CHGS Direct Teams) perform their respective support activities

b) Configured and implemented integration of ServiceNow® with the Bank systems below:
   - Microsoft Outlook / Microsoft O365 / MS Teams
   - AzureAD
   - Telephone system,
   - contact center

c) Configured ITSM Tool (ServiceNow®) to fit the ITIL processes as well as the business processes in scope

d) Documentation of the implemented processes

e) Main CHHR and CHGS core processes implemented:
   - Service Desk Function
   - Incident Management
   - Request Fulfillment
   - Problem Management
   - Service Level Management
   - Service Catalogue Management
   - Virtual Assistant (Chatbot)

f) Knowledge Management scalable implementation considering possible future extension to other organizational units when need be

g) A high-level planning requested from the Integrator

h) Effective completed knowledge transfer to CHIS, CHHR and CHGS staff
i) integration of ServiceNow for CHGS and CHHR onto the Bank’s existing technical IT on premises and cloud infrastructures

j) Training of Bank’s concerned CHHR and CHGS (up to 50 staff) in the use of the solution at the back-end fulfiller roles. Actual number of concerned staff may vary at implementation time

k) Train and transfer knowledge to CHIS Business solution development staff (up to 10 staff)

l) Training of selected Bank IT staff (approx. 20 staff – CHIS / CHHR / CHGS) from to execute daily system administrator tasks and functional configuration tasks

m) Training of all the concerned CHHR, CHGS and CHIS Technical staff on ServiceNow® implemented platform

n) Training of all the concerned CHHR, CHGS and CHIS staff on Performance Analytics® use and features

o) 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

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

10.1 Implementation Plan

10.1.1 The bidder is requested to provide a high-level implementation plan. 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 owners

c) Quality Assurance Review work during the technical implementation of ITSM solution

d) User Acceptance Testing (UAT)

e) Users and key stakeholders training

10.1.2 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).

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

10.2 Implemented IT Service Management Solution – ServiceNow®

The expected implementation for CHGS and CHHR should leverage on the existing ServiceNow® ITSM implementation at the maximum extent possible.

An implemented integrated automated ITSM system solution or proposed dedicated
ServiceNow module requires at least the following items to be operational:

a) Service Desk function
b) Incident Management
c) Request Fulfillment
d) Problem management
e) Service Level Management
f) Service Catalogue Management
g) Knowledge Management
h) Now Mobile
i) Virtual Agent
j) Predictive Intelligence Machine Learning
k) DevOps capabilities
l) Service Owner Workspace
m) All system modules parameterized to the Bank’s organization and way of working, where applicable.

n) All system and user documentation relevant for the operation and maintenance of the solution fully provided to the Bank in electronic and/or hard copies and maintainable forms; Electronic format will be preferable

o) Reporting capabilities of the system daily/weekly/monthly reports
p) Possibilities to know the status of the “calls” logged in the system
q) End to end tracking
r) Ad-Hoc reports
s) ServiceNow® Performance Analytics features

10.3 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.

10.4 Training sessions

To ensure that all knowledge relevant for the (key-) users and stakeholders be fully transferred to the Bank, the Selected supplier is expected to come up with training programs required to enable Bank staff operate and run smoothly the automated processes implemented. The Vendor should propose the best suitable options for delivering the training sessions in the COVID-19 pandemic protocol and Working From
Home context. All deliverables are subject to Bank’s approval through the Project Manager’s/ITSM Team Leader / 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 ITSM Tool over a 5-year period. This should include the integration, setup, parametrization, licenses, specific onsite infrastructure if any, Cloud services, data migration, ongoing support & maintenance, enhancement costs (initial & future), training. Please specify any assumptions made in your calculation.

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

c) Factor-in overall ServiceNow® Ecosystem (current existing ServiceNow® ITSM module and future state)

13. EXPECTED DURATION OF IMPLEMENTATION

Implementation is expected to last not more than 3 months from the date of commencement.

14. LOCATION

The work will be carried in the Bank’s headquarters in Abidjan, Cote d’Ivoire or in remote locations as and when mutually agreed.

15. ANNUAL MAINTENANCE AND SUPPORT

The selected bidder must provide an annual maintenance and support for a period of one year renewable annually subject to satisfactory performance of the selected bidder, for a period total duration of three years. At the end of an initial three-year period, the Bank may renew the contract for another two one-year period based on a satisfactory performance of the previous three years and subject to requirements of the Bank to continue using the provided solution.

16. APPROACH AND METHODOLOGY AND PLAN FOR IMPLEMENTATION

The technical proposal should describe the proposed implementation process i.e. how the solution will be deployed, configured and transitioned into an operational system. Each bidder is required to provide an overview and a brief description of the major tasks involved in the implementation, the overall resources needed to support the implementation effort to demonstrate how the proposed approach and methodology
meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another:

(a) A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to project environment. Details how the different service elements shall be organized, controlled and delivered.

(b) The methodology shall also include details of the Bidder’s internal technical and quality assurance review mechanisms.

(c) Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.

(d) Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.

(e) Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

(f) Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

(g) Any other comments or information regarding the project approach and methodology.

(h) Bidder's Comments and Suggestions on the Terms of Reference: Bidders are requested to provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

17. PERFORMANCE EVALUATION OF THE CONTRACT

The Agreement to be entered into between the Bank and the contractor will be evaluated twice a year as per Appendix 9E to the contract (Section 9). 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.

18. SERVICE STANDARDS OR OTHER STANDARDS

Please refer to Section 9C.
SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

5.1 **Methodology**

5.1.1 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.

5.1.2 Technical proposals determined to meet the pass/fail criteria shall be considered for technical evaluation. Bidders which have satisfied the minimum technical score of 70 points will be considered for financial evaluation. Bidders scoring less than 70 points technical score will be rejected.

5.1.3 The Selection will be based on the consideration of technical and financial scores.

5.1.4 The award shall be made to the bidder receiving the highest combined technical and financial score (above 70%) and ranked no “1” and with whom satisfactory price and terms can be negotiated and agreed upon.

5.2 **Technical evaluation (weight = 70%)**

5.2.1 **Technical proposal 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>(22)</td>
</tr>
<tr>
<td>1.1 Partnership level in ServiceNow global partner ecosystem segmentation determined by the capacity, competency, customer success, and capability of the firm. Proof of partnership level should be provided by the bidder (Registered: 1 point; Specialist: 2 points; Premier:3 points; Elite: 4 points; and Global Elite: 5 points),</td>
<td>5</td>
</tr>
<tr>
<td>Criteria</td>
<td>Max. Points</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>1.2 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>1.3 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 7 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) (maximum of 4 points per contract)</td>
<td>12</td>
</tr>
<tr>
<td>2 Description of proposed work programme / Quality of the Methodology Proposed by the Vendor / Integrator</td>
<td>(53)</td>
</tr>
<tr>
<td>2.1 Understanding of the terms of reference</td>
<td>10</td>
</tr>
<tr>
<td>2.2 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>6</td>
</tr>
<tr>
<td>2.3 Project Risk Management (Comprehensive identification of project risk areas and reasonableness of proposed mitigation plan/actions)</td>
<td>4</td>
</tr>
<tr>
<td>2.4 Proposed planning and performance indicators including milestones expected to be achieved</td>
<td>5</td>
</tr>
<tr>
<td>2.5 Quality of the Training program content of the training, suitability of knowledge transfer</td>
<td>8</td>
</tr>
<tr>
<td>2.6 Proposed Service Level Agreements for support and maintenance</td>
<td>5</td>
</tr>
<tr>
<td>2.7 Description of the proposed implementation solution and the Integration with existing Bank’s IT environment including the existing ServiceNow ITSM</td>
<td>15</td>
</tr>
<tr>
<td>3 Proposed team, Qualifications and experience of proposed staff</td>
<td>(25)</td>
</tr>
<tr>
<td>3.1 Team and general resource organization set up to implement the contract (Resources must be identified by skill set along with duties and responsibilities in the project assignments)</td>
<td>5</td>
</tr>
<tr>
<td>3.2 At least ITIL Foundation or relevant ITSM certificate required</td>
<td>3</td>
</tr>
<tr>
<td>3.3 Lead Project Manager with:</td>
<td>8</td>
</tr>
<tr>
<td>• At least Master’s degree in computer science, software engineering ICT Project, Project Management, or related area</td>
<td></td>
</tr>
<tr>
<td>• Excellent knowledge of a range of Portfolio / Program / Project / Project Management Office disciplines such as but not limited to: Project Management Institute – Project Management Professional (PMI – PMP); Projects In Controlled Environments Version II (PRINCE II); Managing Successfully Program (MSP); Financial Management.</td>
<td></td>
</tr>
<tr>
<td>• A minimum of 5 years’ experience in ITSM Field, IT project management and risk management expertise demonstrated by at least 3 years practical experience in ITSM / ITIL / ISO/IEC 20000 processes design and implementation along with ITSM Tool implementation and process owners coaching practice.</td>
<td></td>
</tr>
<tr>
<td>• Experience in implementation of similar projects</td>
<td></td>
</tr>
</tbody>
</table>
## Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max. Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent spoken and written French or English, with a working knowledge of the other language.</td>
<td></td>
</tr>
<tr>
<td>Ability for teamwork in a multicultural environment</td>
<td></td>
</tr>
</tbody>
</table>

### General Qualifications and Suitability for the Task to be Performed:

Other experts proposed by the Vendor / Integrator based on the implementation plan and project activities, should have skills/experience in the fields such as but not limited to the followings:

- At least Master’s degree in computer science, software engineering ICT or related area with a minimum of three (3) years’ experience in implementing similar projects
- Experience in Software development, configuration, integration, UX design or relevant area
- Hands-on experience in ServiceNow® Ecosystem with a particular focus on ServiceNow® ITSM module/application implementation and Service Portal customization
- Experience of the use and practice of ServiceNow® platform.
- At Least “ITIL Foundation” certification
- Knowledge of ITIL processes and their implementation in ServiceNow.
- Familiar with VA RPA integration with ServiceNow
- Knowledge of Open source development;
- ServiceNow developer and/or Administration skills
- Knowledge of structural programming concepts.
- Ability to document, analyze and adapt ITIL process along with business process flows to propose and implement improvements.
- Experience with Agile development methodology
- Advanced problem-solving ability.
- Ability to communicate and produce reports either in English or French
- Excellent spoken and written French or English, with a working knowledge of the other language.
- Ability for teamwork in a multicultural environment.
- Awareness / Familiarity with HR Information Systems processes and/or HR service delivery processes
- Awareness / Familiarity with Facilities Management processes

### Total Score

9

5.2.2 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 Qualifying Technical Score shall be rejected.

### FINANCIAL EVALUATION (weight = 30%)

5.3 **The financial proposal shall be opened and checked for completeness and corrected for computational errors.**
5.3.2 For the 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).

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

5.3.4 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:

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

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

5.4 FINAL RANKING

Proposals shall finally be ranked according to their combined technical (Nt) and financial (Nf) scores using the weights \((T = \text{the weight given to the technical proposal, 70%}); f = \text{the weight given to the financial proposal, 30%}; T + f = 1)\) indicated in the above:

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

Evaluation will be based on responses for both phases. The bidder making the highest combined technical and financial score will be ranked first and be eligible for award of the contract.

5.5 POST-QUALIFICATION/DUE DILIGENCE

5.5.1 Prior to award of the contract, the Bank may undertake site visit to any prospective bidder’s office and carry out due diligence exercise, which may include, but need not be limited to, all or any combination of the following:

- Verification of accuracy, correctness and authenticity of information provided by the Bidder;
- Validation of extent of compliance to the RFP requirements and evaluation criteria based on the findings of the evaluation team;
- Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
- reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
- Physical inspection of the Bidder’s offices, branches or other places where business transpires, with or without notice to the Bidder;
• Other means that the Bank may deem appropriate, at any stage within the selection process, prior to awarding the contract

5.5.2 Prospective bidders should be ready to facilitate an on-site visit at the Client place with meetings with key stakeholders of the project.

5.5.3 The selected Bidder will be required to provide an Insurance certificate for professional liability of the bidder.

5.6 AWARD OF CONTRACT

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.
SECTION 6 – BID QUESTIONNAIRE
STATEMENT OF CONFORMITY

To the African Development Bank
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/2022/0019 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 ____________________________
In the capacity of _________________________

Signature _______________________

Email: ____________________________

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

Dated on _________________________

Official Stamp ___________________
## BIDDER INFORMATION SHEET

<table>
<thead>
<tr>
<th>REF.: ADB/RFP/CHGS/2022/0019</th>
</tr>
</thead>
</table>

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
   - Presentation of the company
Appendix 6C

PARTY TO JOINT VENTURE INFORMATION SHEET
REF.: ADB/RFP/CHGS/2022/0019

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

7. Attached are copies of original documents of:

- Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure.
- A letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement and power of attorney nominating an authorized representative of the JV.
- In case of government owned entity from the Bank’s member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.
- Organizational chart of the company and list of current staff.
QUALIFICATION (PASS/FAIL) ASSESSMENT

REF.: ADB/RFP/CHGS/2022/0019

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></td>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>All partners combined</td>
</tr>
<tr>
<td>STATEMENT OF CONFORMITY AND BID SUBMISSION FORM</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A power of attorney shall be attached, if applicable.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the Bid Securing Declaration form in the format provided.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid validity of 120 days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder shall sign and return the documents in the format provided for a PASS.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ELIGIBILITY CRITERIA

<p>| | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A |
| | | | | |</p>
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
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<tbody>
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<td></td>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
<tr>
<td>The bidder is from a member country of the Bank.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, provide evidence, such as, articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The goods and services offered are produced in a member country of the Bank.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, provide evidence, such as, operating license, information on origin of goods and services.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>---------------------------------</td>
<td>------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td></td>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
</tr>
<tr>
<td>The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?</td>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
<tr>
<td>The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder, or any of its affiliates, has been engaged to provide consulting services for the preparation or implementation of the procurement.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

The bidder has 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.
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
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<tbody>
<tr>
<td><strong>Single Entity</strong></td>
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<tr>
<td><strong>Joint venture and any other form of partnership (JV)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>All partners combined</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Each partner</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>At least one partner</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

### FINANCIAL STANDING

- The bidder has a minimum turnover of at least **USD 1,000,000 equivalent for the last three years 2021, 2020, 2019 or the latest**.

  - Must meet requirement
  - Must meet at least 20% of the requirement
  - Must meet 40% of the requirement

- The bidder can demonstrate sound financial performance.

  - Must meet requirement
  - Existing or intended JV must meet requirement
  - N/A
  - Must meet requirement

  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 2021, 2020, 2019 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 2021, 2020, 2019 or the latest**.
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
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<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments?</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources.</td>
<td>All partners combined</td>
<td>Each partner</td>
<td>N/A</td>
</tr>
<tr>
<td>The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS.</td>
<td></td>
<td>At least one partner</td>
<td></td>
</tr>
<tr>
<td>The bidder has been in business for the past five (05) years.</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>N/A</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>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>The bidder has specific experience in at least three (03) 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,</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
**PASS/FAIL CRITERIA**

<table>
<thead>
<tr>
<th>Complexity, methods/technology or other characteristics as described in the RFP.</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 5 years.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
<tr>
<td><strong>Bidders Compliance Requirements</strong></td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>The bidder has had a contract(s) terminated in the last three (3) years for unsatisfactory performance or default.</td>
<td>Bidders shall complete the litigation history form.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder is involved in litigation that represents more than 50% percent of the bidder's net worth.</td>
<td>Bidders shall complete the litigation history form.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract for a PASS.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONFLICT OF INTEREST</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bidders Compliance Requirements</strong></td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</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>
</tr>
</tbody>
</table>
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA: Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
</tbody>
</table>

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.

### MANUFACTURER’S AUTHORIZATION

- Must meet requirement
- Existing or intended JV must meet requirement
- N/A
- Must meet requirement

**Or Reseller Agreement**
**Or Annual qualification**
**Or Sales Certification**
**Or partnership Status** The bidder’s local partner (if applicable) shall also provide on the above mentioned document.
**Or Partnership level in ServiceNow global partner ecosystem segmentation (Registered / Specialist / Premier/ Elite / Global Elite),**

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

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

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

**REF. : ADB/RFP/CHGS/2022/0019**

**Name of Bidder:**

Bidders shall provide information on any history of litigation or arbitration resulting from contracts executed in the last three years or currently under execution. A separate sheet 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>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></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

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

Pending Litigation

- ☐ No pending litigation
- ☐ Pending litigation

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

Name:
In the capacity of: Signed:
Duly authorized to sign this proposal for and on behalf of: Dated on:
## CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

**Name:**

**In the capacity of:**

**Signed:**

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

**Dated on:**
[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 (US$) Information</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 2021</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>
</tbody>
</table>

Information from Income Statement

| (5) Total Revenue (TR) | |
| (6) Profits before Taxes (PBT) | |
| Net Worth (1) – (3) | |
| Current Ratio (2) / (4) | |

**AVERAGE ANNUAL TURNOVER**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount and Currency</th>
<th>US$ equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019</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

Name of Firm: _________________________________
FINANCIAL RESOURCES

REF.: ADB/RFP/CHGS/2022/0019

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial commitments, net of current commitments, available to meet services requirements of the subject contract as indicated in Section III, Evaluation and 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>

**FINANCIAL PERFORMANCE**

<table>
<thead>
<tr>
<th>Financial ratio</th>
<th>Formula</th>
<th>2021</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net profit margin</td>
<td>Net profit / Total revenues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return on assets</td>
<td>Net profit / Total assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return on equity</td>
<td>Net profit / Stockholder's equity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quick ratio / Acid-test</td>
<td>Cash+ Marketable securities+ Receivables / Total current liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt-to-equity</td>
<td>Total debt / Total equity</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ORGANIZATION OF THE BIDDER

Ref.: ADB/RFP/CHGS/2022/0019

[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 in case of a joint venture – of each member for this assignment]
## BIDDER’S EXPERIENCE

Ref.: ADB/RFP/CHGS/2022/0019

### General 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>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>
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<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>
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<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>
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<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>
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</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>
</tbody>
</table>
## Specific Experience

Ref.: ADB/RFP/CHGS/2022/0019

(Please complete one form per assignment)

Page _______ of _______ pages

<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></td>
</tr>
<tr>
<td>Name of associated consultants, if any:</td>
<td></td>
</tr>
</tbody>
</table>

Narrative description of project:

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

Name of Bidder: _________________________________
DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Ref.: ADB/RFP/CHGS/2022/0019

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 bidder 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. The Technical Proposal should include, among others, the following:

1. A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing:
   - **Technical Approach and Methodology.** (Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output).
   - **Work Plan.** (Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client). The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan). The plan should include the delivery lead time, installation, customization, testing, training and commissioning of the software;
   - **Organization and Staffing.** (Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff using format included in this RFP).

2. A Project Risk Management Proposal;
3. Capacity building and knowledge transfer program;
4. Any other relevant Documentation such as proof of competence for this type of project;
5. Proof that goods and services will come from the AfDB Member countries
6. A proposed contract which substantially conforms, with Section 9.
7. Official identification information (registered name, address, main telephone number, fax numbers, etc.
8. Key contact name, title, address (if different from above address), direct telephone and fax numbers.
9. Person authorized to contractually bind the organization for any proposal against this RFP.
10. Brief history, including year established and number of years your company has been similar services

11. A copy of the company certificate of incorporation and/or register of commerce. The requested documents shall clearly indicate the country of origin of the company and allocation of capital.

12. Previous projects implemented – The Bidders shall have successfully implemented as a principal contractor similar projects. (The Bank reserves the right to check references).
# KEY PERSONNEL

Ref.: ADB/RFP/CHGS/2022/0019

<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>
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</tr>
</tbody>
</table>

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

Ref.: ADB/RFP/CHGS/2022/0019

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

<table>
<thead>
<tr>
<th>Position*</th>
<th>Personnel information</th>
<th>Name*</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Professional qualifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Present employment</td>
<td>Name of employer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address of employer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone</td>
<td>Contact (manager / personnel officer)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job title</td>
<td>Years with present employer</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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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BID-SECURING DECLARATION FORM

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

Bid No.: ADB/RFP/CHGS/2022/0019

To: The African Development Bank
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]

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.]
SECTION 7 – FINANCIAL PROPOSAL FORMS
To: The African Development Bank  
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/2022/0019 and have no reservation to the RFP including addendum issued;  
(b) We offer to provide the goods and services in the total amount (free and clear of all taxes) of [amount in words], [amount in figures] as detailed in the Price Schedule form included in our proposal;  
(c) If provided in the RFP, the prices quoted shall remain fixed for the duration of the contract;  
(d) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period.  

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

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

Name ________________________  

In the capacity of ________________________________  

Signature ______________________  

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

Dated on ______________________  

Official Stamp ___________________________
## PRICE SCHEDULE

### REF.: ADB/RFP/CHGS/2022/0019

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Items Description</th>
<th>Qty</th>
<th>Unit Price in $US</th>
<th>Total Price in $US</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>ServiceNow Licenses subscriptions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Production Platform Instance (already included in the licenses subscription and usage)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Design and implementation</td>
<td>Lumpsum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Professional services consulting / Technical services for one year year - TMA (hours / man days) after GoLive</td>
<td>25 man days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Training package</strong></td>
<td>Lumpsum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ServiceNow Developer skills and knowledge transfer to CHIS staff (up to 10 staff) including official ServiceNow certification</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Training of selected Bank IT staff on ServiceNow fundamentals, design, installation, maintenance, system daily administration tasks, functional configuration, operation, and support of the platform (up to 20 staff) including official ServiceNow certification exams</td>
<td></td>
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<tr>
<td></td>
<td>Training of concerned CHHR and CHGS staff in the back-end roles and tasks in the support Function through ServiceNow (up to 50 staff/workforce)</td>
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<tr>
<td></td>
<td>Training of CHIS, CHGS, CHHR and any key organizational units stakeholder on Performance Analytics (up to 50 staff)</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Annual Maintenance and Support year 1 (24 x 7) already included in ServiceNow PROD, TEST and DEV Instances</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annual Maintenance and Support year 2 (24 x 7) already included in</td>
<td>1</td>
<td></td>
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<td></td>
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</table>
ServiceNow PROD, TEST and DEV Instances

Annual Maintenance and Support year 3 (24 x 7) already included in ServiceNow PROD, TEST and DEV Instances

Subtotal

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Annual Maintenance and Support year 4 (24 x 7)</td>
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</tr>
<tr>
<td>Annual Maintenance and Support year 5 (24 x 7)</td>
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<tr>
<td>Professional services consulting / Technical per year - TMA (hours)</td>
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<tr>
<td>Additional Non Production Instance (Test) – Year 1</td>
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<tr>
<td>Additional Non Production Instance (Dev) – Year 1</td>
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</table>

Grand Total

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NB: Bidders should provide any breakdown of their pricing calculation.

**PAYMENT SCHEDULE**

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<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Licenses + Software Subscription (3 years)</td>
<td>To be paid upon delivery and successful implementation, tests and acceptance of the system by the user department</td>
</tr>
<tr>
<td></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>
</tbody>
</table>

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01 BP 1387, Abidjan 01 Côte d’Ivoire Tel : +225 27 20 26 10 20 – e-mail: tender@afdb.org - Internet: www.afdb.org
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RFP – Open

Competition (version October 2021)
<table>
<thead>
<tr>
<th></th>
<th>Support &amp; maintenance</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>2nd year</td>
<td>(already included in the licenses subscription and usage of the year)</td>
</tr>
<tr>
<td>4</td>
<td>3rd year</td>
<td>(already included in the licenses subscription and usage of the year)</td>
</tr>
<tr>
<td>5</td>
<td>4th year</td>
<td>(already included in the licenses subscription and usage of the year)</td>
</tr>
<tr>
<td>6</td>
<td>5th year</td>
<td>(already included in the licenses subscription and usage of the year)</td>
</tr>
<tr>
<td>7</td>
<td>Annual Local support</td>
<td>To be paid on the anniversary</td>
</tr>
</tbody>
</table>

**GRAND TOTAL**
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 Member Country 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 Member Country 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 A 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;

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;

f) The Natural Person or Business has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.

3.5 A 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, commissioning, 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

#### REGIONAL COUNTRIES

<table>
<thead>
<tr>
<th></th>
<th>Country</th>
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<th>Country</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Algeria</td>
<td>2</td>
<td>Angola</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Burkina Faso</td>
<td>6</td>
<td>Burundi</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>Central African Rep.</td>
<td>10</td>
<td>Chad</td>
<td>11</td>
</tr>
<tr>
<td>13</td>
<td>Côte d’Ivoire (HQ)</td>
<td>14</td>
<td>Democratic Rep of Congo</td>
<td>15</td>
</tr>
<tr>
<td>17</td>
<td>Equatorial Guinea</td>
<td>18</td>
<td>Eritrea</td>
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</tr>
<tr>
<td>21</td>
<td>Gambia</td>
<td>22</td>
<td>Ghana</td>
<td>23</td>
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<tr>
<td>25</td>
<td>Kenya</td>
<td>26</td>
<td>Lesotho</td>
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<td>Madagascar</td>
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<td>Malawi</td>
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<td>33</td>
<td>Mauritius</td>
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<td>Morocco</td>
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<td>37</td>
<td>Niger</td>
<td>38</td>
<td>Nigeria</td>
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</tr>
<tr>
<td>41</td>
<td>Sao Tome &amp; Principe</td>
<td>42</td>
<td>Senegal</td>
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<td>45</td>
<td>Somalia</td>
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<td>South Sudan</td>
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<td>49</td>
<td>Tanzania</td>
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<td>Togo</td>
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<tr>
<td>53</td>
<td>Zambia</td>
<td>54</td>
<td>Zimbabwe</td>
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</tr>
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</table>

#### NON REGIONAL COUNTRIES

<table>
<thead>
<tr>
<th></th>
<th>Country</th>
<th></th>
<th>Country</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Argentina</td>
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<td>Austria</td>
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<td>5</td>
<td>Canada</td>
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<td>9</td>
<td>France</td>
<td>10</td>
<td>Germany</td>
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<tr>
<td>13</td>
<td>Italy</td>
<td>14</td>
<td>Japan*</td>
<td>15</td>
</tr>
<tr>
<td>17</td>
<td>Luxembourg</td>
<td>18</td>
<td>Netherlands</td>
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<tr>
<td>21</td>
<td>Saudi Arabia</td>
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<td>Spain</td>
<td>23</td>
</tr>
<tr>
<td>25</td>
<td>Turkey</td>
<td>26</td>
<td>United Kingdom</td>
<td>27</td>
</tr>
</tbody>
</table>

*Note: *Japan* is included in the list of regional countries as per the current dataset.
PART II – GENERAL AND SPECIFIC 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
<table>
<thead>
<tr>
<th><strong>1.5</strong> Liability, Immunities and Applicable Law</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.5.2</strong> Nothing in the Agreement or relating thereto shall be construed as constituting a waiver of the privileges or immunities of the Bank.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>1.9</strong> Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.9.1</strong> 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><strong>1.9.2</strong> 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>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>1.10</strong> Payment terms</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.10.1</strong> In no event shall the Bank be required to pay for any goods or services not expressly identified in the Agreement.</td>
</tr>
<tr>
<td><strong>1.10.2</strong> 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.</td>
</tr>
</tbody>
</table>
| **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 Not applicable

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

### 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.

### 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.

### Intellectual Property and Confidentiality

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.

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

according to the Bank under the Agreement Establishing the African Development Bank, international conventions or any other applicable law.
Appendix 9B

General Terms and Conditions for the Purchase of Goods and Services

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 of Reference or any other documents expressly provided as being an integral part of the Agreement. Any reference to "Agreement" in these GTC also refers to the Agreement’s complementary documents.

1.1.4 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

(v) trade or industry concerned in the area where the work is carried out; and

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

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

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

1.3 Performance of Agreement

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

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

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

1.3.4 The Supplier shall not engage in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practices in connection with the Agreement, the Bank may at its discretion, do any one or combination of the following: (i) declare void or terminate this Contract without liability for payment of the Contract Amount or any part thereof; (ii) declare the Supplier ineligible to contract with the Bank or to enter into contracts financed by the Bank; or (iii) pursue legal proceedings against the Supplier. For the purposes of this Agreement:
(i) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

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

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

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

(v) “Obstructive practice” means:
1. Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
2. Acts intended to materially impede the exercise of the Bank’s inspection and audit rights.

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

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

1.4 Environmental Protection

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

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

1.5 Liability, Immunities and Applicable Law

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

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

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

1.6 Insurance

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

1.7 Documents

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

1.8 Changes to Agreement and Amendments

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

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

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

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

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

1.10 Payment terms

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

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

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

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

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

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

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

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

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

1.11 Inspection, Acceptance or Rejection

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

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

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

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

1.12 Warranty

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

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

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

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

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

1.12.3 Unless otherwise provided in the Agreement, the warranty period for all goods and 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 convenience by a written notice specifying the part to be suspended, the effective date and the anticipated period of suspension. The Bank shall not be responsible for the cost of the Supplier’s further performance of the suspended part after the Supplier has been notified to suspend performance.

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

1.14 Termination

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

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

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

1.14.4 If the Bank has failed to pay the Supplier any sum due under this Agreement within the specified period or if the Supplier is unable to carry out any of its obligations under this Agreement for any reason attributable to the Bank, then the Supplier may give a notice to the Bank 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 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
1.14.8 Termination of this Agreement in whole or in part by the Bank shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Agreement.

1.15 Audit

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

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

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

1.16 Liquidated Damages

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

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

1.17 Liability

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

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

1.18 Intellectual Property and Confidentiality

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

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

1.18.3 If the Supplier is prevented from using the goods or services provided hereunder, the Bank shall return 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. The Supplier must inform its agents and subcontractors of the confidentiality obligations and security measures required for the execution of the Agreement. It must ensure compliance with these obligations by its subcontractors.

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

1.19 Dispute Settlement

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

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

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

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

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.

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.

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

**1.21 Severability**

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

**2. Packaging, Title and Risk of Loss for Goods**

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

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

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

1.1. CHARACTERISTICS FOR PROBLEM CATEGORIZATION

1.1.1. 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.

1.1.2. 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>Severity Level 1 - Emergency</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>Severity Level 2 - High</td>
<td>Significant impact to mission critical business process(s) – A major problem impedes the ability to perform mission business critical function(s) due to major functionality not working. A temporary work-around that is acceptable to you is available.</td>
</tr>
</tbody>
</table>
1.1.3. 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.

1.1.4. 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>99.5% 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 that 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>

1.2. 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.

1.3. 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.

1.4. **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 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.

1.5. **OTHER SERVICES**

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

1.5.1. **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.

1.5.2. **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 30 days after deployment of new software and/or upgrade.

1.5.3. **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.

1.5.4. **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.
1.6. PROCESSES AND PROCEDURES RELATED TO THIS SLA

1.6.1. 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.

1.6.2. Call Management Process

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

1.6.3. 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. These reports are expected to be produced by the Bank’s operational unit and will provide details on the Vendor’s performance against SLA targets.

1.6.4. 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.
CODE OF CONDUCT

FOR THE BANK SERVICE PROVIDERS, SUPPLIERS AND CONTRACTORS

The African Development Bank: The African Development Bank (The Bank) is built around strong values and ethical culture. These values are founded on ethical standards such as respect for essential human rights, social justice and human dignity, and respect for the equal rights of men and women, to which the Bank’s business partners are expected to adhere.

1. International Labour Conventions and Recommendations: The International Labor Standards (i.e., Conventions and Recommendations) as established by the International Labor Organization (ILO), have served as the foundation on which much of this Code of Conduct is based. It is the Bank’s expectation that any supplier providing products or services to the Bank will, in addition to the values of the Bank Charter, adhere to the principles concerning International Labor Standards.

2. Scope of Application: The purpose of this Code of Conduct (the “Code”) is to outline the key principles of conduct expected from all Potential suppliers, service providers, suppliers and contractors, that are registered with the bank or with whom it does business ("You", “Your”) and the Bank ("Us", “We”, “Our”).

2.1. The principles and spirit of the Code also applies to Your suppliers, subcontractors, employees, parent, subsidiary, affiliate entities 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 for the contracts that the Bank signs with You.

2.2. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents. Prospective suppliers are invited to review the specific terms and conditions of contract, procurement policies of the Bank, and this Code of Conduct in order to ascertain their current and future eligibility.

2.3. As a contractor, 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 breach of these Code of Conduct and Your obligations that could result in actions being invoked by Us, including the right of termination of the contract and any other relationship without notice and/or without compensation at Your risk and expense, moving in to undertake investigations if necessary and, recovery of any assets that will be due to Us.
3. Management, Monitoring and Evaluation: The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the Bank. The Bank expects suppliers to strive to exceed both international and industry best practices. The Bank also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The Bank recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly. The Bank shall conduct sensitization to all staff and suppliers to enhance their awareness and compliance with this Code.

YOUR OBLIGATION

4. Labour:

4.1. Forced or Compulsory Labour: The Bank expects its suppliers to prohibit forced or compulsory labour in all its forms.

4.2. Child Labour: The Bank expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.

4.3. Discrimination: The Bank expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, color, gender, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place. The BANK expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

4.4. Wages, Working Hours and Other Conditions of Work: The Bank expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages

1 This principle is set out in the ILO fundamental conventions, No. 29, Forced Labor, 1930, its Protocol of 2014 and No. 105, Abolition of Forced Labor, 1957.
2 These principles are set out in the ILO fundamental Conventions, No. 138, Minimum Age, 1973 and No. 182, Worst Forms of Child Labor, 1999 and in the UN Convention on the Rights of the Child.
3 These principles are set out in the ILO fundamental Conventions, No. 100, Equal Remuneration, 1951 and No. 111, Discrimination (Employment and Occupation), 1958.
are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the Bank and the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers must be complying with the proposal agreed by the Bank and should never be less favorable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out. The Bank is entitled to verify the wages, working hours and Other Conditions of Work applied by its providers.

4.5. **Health and Safety:** The Bank expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.

4.6. **Human Rights:** The Bank expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

4.7. **Harassment, Harsh or Inhumane Treatment:** The Bank expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. The Bank further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse.

4.8. **Sexual exploitation:** Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behavior and prohibited conduct for the Bank. Prior to entering into agreements with the Bank, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the BANK. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18; (2) engaging in any sexual activity with any person in a position of authority over the supplier or its employees; and (3) using or engaging in, or allowing their employees or other persons engaged by them to use or engage in, sexual exploitation or abuse.

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4 These principles are set out in ILO Conventions No. 95, Protection of Wages, 1949 and No. 94, Labor Clauses (Public Contracts), 1949 and in a number of Conventions addressing working time (see: http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm)


6 These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see http://www.unglobalcompact.org/Issues/human_rights/index.html)
age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for gender, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The Bank expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The BANK also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. Bank contracts will contain provisions concerning a supplier’s obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the Bank.

4.9. **Inhumane treatment**: No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated by the Bank, nor is there to be the threat of any such treatment.

4.10. **Mines**: The BANK expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

5. **Environment**:

5.1. **Environmental**: The Bank expects its suppliers should have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

5.2. **Chemical and Hazardous Materials**: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

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7 This prohibition arises out from the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on their Destruction (Ottawa Treaty, the Anti-Personnel Mine Ban Convention). The Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on Their Destruction is the cornerstone of the international effort to end the suffering and casualties caused by anti-personnel mines. The Convention was adopted on 18 September 1997 and it entered into force on 1 March 1999. To date, 164 States have formally agreed to be bound by the Convention.

The Convention provides a framework for mine action, seeking both to end existing suffering and to prevent future suffering. It bans the use, stockpiling, production and transfer of anti-personnel mines. In addition, States that accede to the Convention accept that they will destroy both stockpiled and emplaced anti-personnel mines, and assist the victims of landmines (https://www.apminebanconvention.org/overview-and-convention-text/).
5.3. **Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities, for Bank related projects, are to be monitored, controlled and treated as required prior to discharge or disposal.

5.4. **Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

5.5. **Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

6. **Ethical Conduct:**

6.1. **Corruption:** The Bank expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or kickback.

6.2. **Conflict of Interest:** Bank suppliers are expected to disclose to the Bank any situation that may appear as a conflict of interest, and disclose to the Bank if any Bank official or professional under contract with the Bank may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

6.3. **Gifts and Hospitality:** The Bank has a “zero tolerance” policy on gifts and hospitality and does not accept any type of gift or any offer of hospitality. The Bank will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The Bank expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a Bank staff member in order to facilitate the suppliers’ business with the Bank.

6.4. **Post Employment Restrictions:** Post-employment restrictions may apply to Bank staff in service and former Bank staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. Bank suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

6.5. **Money Laundering:** The Bank expects its suppliers to comply with Legislation, regulations and the best international standards for combating money laundering and terrorism financing. Money laundering is defined as the process where the identity of the proceeds of crime are so disguised that it gives the appearance of legitimate income. Criminals specifically target financial services firms through which they attempt to launder criminal

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8 (SCA-licensed entities with the provisions of Federal Law No. (4) of 2002 Concerning Combating Money Laundering Crimes and Terrorism Financing; the amendments thereof; and the regulations issued thereunder and with the SCA Board Chairman’s Resolution No. (17/R) of 2010 Concerning Anti-Money Laundering and Counter-Terrorism Financing Procedures and the amendments thereof.)
proceeds without the firm's knowledge or suspicions. The Bank encourages suppliers to adopt AML/CFT compliance strategies to avoid such situations.

6.6. **Due Diligence:** The Bank suppliers are not expected to have or be involved in any integrity issues that may bring the Bank into disrepute. The Bank will therefore undertake due diligence on its suppliers and will adhere to standards required to maintain its reputation and integrity.

6.7. **Social Corporate Liability:** The Bank suppliers are encouraged to promote the social responsibilities of business and their contribution to the decent work agenda shall be regarded by the Bank as a central part of the Bank’s efforts to promote economic and social progress.

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**You undertake to:**

7. **Act in good faith:**

7.1. 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;

7.2. refrain from any action that may represent reputational risk to Us.

8. **Fulfil an advisory and partnership role:**

8.1. 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.

9. **Maintain Confidentiality and Security of Information:**

9.1. 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;

9.2. not use Our name and logo for any purpose without Our prior written consent;

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Corporate Social Responsibility is one of the important ways today in which enterprises affirm their principles and values, both in their own internal processes and operations and in their interaction with other actors.

While enterprises are increasingly reflecting the principles that underpin international labour standards in their CSR policies, for the ILO it is important to emphasise the voluntary nature of CSR” (cf. https://www.ilo.org/empent/informationresources/WCMS_101253/lang--en/index.htm).
9.3. observe the utmost discretion in all matters relating to Us, Our business and activities.

10. Take appropriate steps to manage any conflict of interest:
10.1. disclose any actual or potential conflict of interest;
10.2. disclose any interest Our staff or agent may have in Your business or any other economic ties with You.

11. Be transparent:
11.1. implement an open book approach;
11.2. provide any information and/or documentation relating to the contract upon request, in a timely manner;
11.3. place at Our disposal any according or financial information relating to the contract upon request;
11.4. 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).

12. Ensure the probity and integrity of Your staff working on Our contracts:
12.1. employ staff who meet minimum requirements in relation to criminal conviction, security clearance and qualification;
12.2. replace any staff, as soon as possible, who are unsatisfactory to carry out the services under the contract;
12.3. 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.

13. Submit to Audit:
13.1. permit Us to inspect Your accounts and records relating to Your performance of the contract and have them audited by auditors appointed by Us.

14. Endeavour to improve services and deliver value for money:
14.1. actively seek to optimise service delivery through savings and efficient cost management through the life of the contract;
14.2. proactively pursue continuous improvement of services to reduce waste and improve efficiency across Our organization;
14.3. support Our “Green” initiatives.

OUR OBLIGATION
We will:

14.4. carry out Our obligations with due care and skill and in accordance with the contract;

14.5. make all payments due as soon as possible;

14.6. work with You to optimise service delivery;

14.7. make you aware of Our policies which you are required to comply;

14.8. provide all documentation You require to perform Your obligations as soon as possible.

Contacts: Any questions related to this Code of Conduct can be addressed to the African Development Bank Corporate Procurement Division (CHGS.2) at email: corporateprocurement@afdb.org.
## 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>
<tr>
<td><strong>I. PROVIDER'S CAPACITY</strong></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>6. TECHNICAL RESOURCES</td>
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<td>7. MATERIAL 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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<td>13. IDENTIFICATION OF SERVICE PROVIDER'S STAFF (uniform, badge ETC)</td>
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<td>14. MANAGEMENT EFFECTIVENESS</td>
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<td>15. COST CONTROL</td>
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<td>16. COMPLIANCE WITH STANDARDS</td>
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<td>17. CAPACITY TO UPDATE SYSTEM INSTALLED</td>
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<td>18. TIME FLEXIBILITY</td>
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<td>19. COMPLIANCE WITH CONTRACT CLAUSES</td>
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<td>20. COMPLIANCE WITH TOR/TECHNICAL SPECIFICATIONS</td>
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<td>22. INNOVATION OF SERVICES</td>
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<td>23. SKILLS TRANSFER, TRAINING</td>
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## 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** | - | - |