To Prospective Bidders

Dear Sir/ Madam,

1. The African Development Bank (hereinafter referred to as “AfDB “or the “Bank”) requests your price quotations for provision of a fully managed Internet Services over a terrestrial fiber optic connectivity to support voice, video and data services through a virtual private network (VPN) tunnel with Quality of Service (QoS) as specified in this Request for Quotations (RFQ). To qualify for award, the bidder must meet the qualification criteria indicated in the RFQ Data Sheet, Annex I of this RFQ.

2. Your quotation should be received on or before the date and time specified in the RFQ Data Sheet, Annex I of this RFQ, through postal mail, courier or by hand-delivery at the address given below:

Postal Address:

Country Director
African Development Bank Group
Nigeria Country Office (ORNG)
8, Lake Chad Crescent
Maitama District
Abuja, Nigeria

Delivery Address:

Country Director
African Development Bank Group
Nigeria Country Office (ORNG)
8, Lake Chad Crescent
Maitama District
Abuja, Nigeria
3. Quotations must be submitted in a sealed double envelope. The internal envelope must carry the name and address of the bidder and the RFQ reference. The external envelope must only carry the RFQ Reference. We recommend that you photocopy the framed text indicated in the RFQ Data sheet and place it on the external envelope.

4. It is solely the responsibility of bidders to ensure that the sealed envelope containing the quotation reaches the above address before the time and date indicated in paragraph 2 above. When delivered by hand, the quotations must be delivered at the above 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 African Development Bank will be at the risk of the bidder and will not constitute timely delivery. Quotations received after the indicated deadline will be rejected. If the deadline for submission happens to be a holiday, the deadline will be postponed to the same time on the next working day. The Bank may extend the deadline for submission of quotations at any time without incurring any liability to the bidders.

5. Quotations should be sent by completing and signing the Price schedule at Annex II enclosed and attaching any other documents required to be submitted under this RFQ, as stated in the RFQ Data Sheet. You may also reply by sending a quotation on your own company’s letterhead, but the terms and conditions specified in the RFQ will take precedence over any terms and conditions stated in your quotation.

6. Quotations shall give a comprehensive description of the proposed items, clearly indicating name, model, make etc and should be accompanied by comprehensive technical information in French or English, such as leaflets, brochures or catalogue pages. If the proposed items do not comply exactly with the technical specifications and descriptions provided in the RFQ, the nearest functional equivalent or closest standard should be offered as an alternative. The bidder shall state in his bid the full name and address of the manufacturer's representative closest to the consignee, who can provide after- sales-service, spare-parts and warranty services whose responsibility will it be to provide such after-sales-service.

7. Any deviation from the requested specifications or special conditions shall be highlighted and explained. When comparative specification tables or other tables are provided by the Bank, such tables shall be completed and item reference numbers should be referred to. The country of origin shall be specified for each item offered.

8. All goods and related services to be supplied under this RFQ should have their origin in eligible member countries of the African Development Bank. A list of the eligible member countries is given in Annexure V. The Bank may, at its discretion, require the bidder to produce documentary evidence in respect of the country of origin mentioned.

9. Corrections, if any, should be made by crossing out and rewriting along with initialing and dating.

10. All requests for clarifications shall be sent by e-mail on orng@afdb.org no later than the date and time specified in the RFQ Data sheet. The Bidder, at the Bidder’s own responsibility, expenses and risk, is allowed to carry out mandatory site visit at the Bank’s premises in order to visit and examine the site of services and its surroundings and obtain all information that may be necessary for preparing the Bid. The site visit will take place at the date, venue, and time indicated in the RFQ Data sheet.

11. Quotations should remain valid for a period of not less than the one specified in the RFQ Data sheet.

12. Quotations are made taking into account all documents of this RFQ, including the Special Conditions for this purchase given in Annex III. In the event of a conflict between the Special Conditions and the General Conditions of Purchase of Goods (attached as Annex VI), the Special Conditions will prevail.

13. The prices quoted should be fixed for the duration of the contract and should not be subject to adjustment on any account. The prices shall be free from all taxes and duties as the African Development Bank, by virtue of its status as an international organization, is exempt from paying any direct or indirect taxes including customs duties.

14. The Bank will award the contract to the bidder whose quotation has been determined to be substantially
responsive, who meets the specified qualification criteria, if any, and who has offered the lowest evaluated quotation price. Responsiveness will be judged by conformance to all the terms, conditions and specifications of the RFQ without material deviations or conditionalities. For purpose of evaluation, the Bank will convert all bid prices expressed in the currency of the RFQ 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 quotations). The Bank reserves the right at any time to modify the quantities stated in this RFQ by not more than 20% without change to the price quoted by the Bidder.

15. The Purchase Order issued to the selected bidder shall specifically be governed by the General Conditions of Purchase of Goods attached as Annexure V with this RFQ, the Special Conditions (attached in Annex III with this RFQ) and the accepted quotation. No terms and conditions put forward at any time by the bidder shall form any part of the contract unless specifically agreed in writing by the Bank.

16. By submitting their bids, the bidders warrant that they are not insolvent, are duly authorized to provide the goods under this RFQ and that they are not in default with the tax and social security obligations in their country. The Bank may, at its sole discretion, ask any bidder to provide documentary evidence establishing the same.

17. The Bank reserves the right to modify the content of this RFQ by addendum and to accept or reject any or all quotations and to cancel the bidding process at any time prior to the award of the contract without incurring any liability to any bidder.

18. Please note that it is the policy of the Bank that bidders/Suppliers to the Bank observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank will reject a bid if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the Purchase Order in question. For this purpose, the terms “Corrupt” or “Fraudulent Practice” are as defined in the General Terms and Conditions for the Purchase of Goods enclosed as Annex VI to this RFQ. The draft Contract and Service Level Agreement are attached as Annex VII and VIII (under separate cover).

19. We look forward to receiving your quotation and thank you for your interest in doing business with the African Development Bank.

[Signature]
Procurement Officer, CGSP2
Corporate Procurement
African Development Bank Group
E-mail: tender@afdb.org
RFQ Data Sheet

The numbering below refer to the appropriate numbering of the RFQ

§ 1.1 The items to be delivered are:

(a) Internet Services

I. Conduct a sight survey at the Bank’s premises.
II. Determine requirements for installing fiber optic cabling to the premises in question. The service demarcation point as indicated during the site survey
III. Prepare a list of requirements for integrating the internet connection to the Bank’s network.
IV. Provide stable full TCP/IP Internet services
V. Provide a fiber optic IP/VPN connectivity between the Bank’s premises and the bidder’s service point at 4/4 or 8/8 Mbps symmetrical with possibility of upgrade (scalability). The Internet solution will be fully managed by the Service Provider with acceptable QoS through a Service Level Agreement (SLA). The Bank will pay monthly recurring charges to that effect.

(b) Hardware & Software Installation

I. Install hardware and software products required for providing the Bank with the Internet feed
II. Provide training during implementation as a component of knowledge transfer and capacity building with regards to monitoring and performance measurement of the connection.

§ 1.2 The qualification criteria are the following:

(a) Bidder Eligibility: Interested companies must originate from one of the Bank’s member countries listed in the RFQ (see annex V)

(b) Financial Criteria: Prove an average turnover of US$ 400,000 or equivalent in the form of audited Financial Statements for the last three years (2011, 2012, and 2013 or latest) or if not required by laws of the bidder’s country, provide other financial statements acceptable to the Bank demonstrating the current bidder’s financial position;

(c) General Experience Criteria: Minimum 3 years of general experience;

(d) Specific Experience Criteria: the bidder should have successfully carried out as a principal contractor 3 projects, with similar nature and complexity during the past 3 years (2011, 2012, and 2013 or latest). Similar references should include experience with International Financing Institutions (e.g. WB, IMF, ADB, UN, Central and Large Commercial Banks, Large public or private companies);

(e) Past performance of the bidder: Submission of at least three certificates duly signed by the companies for which the bidder provided similar services indicating that the services were delivered satisfactorily and accepted by these companies

(f) Valid Authorization-License proving that the bidder is tier 1 ISP legally registered with the local Telecommunication authorities;

(g) The solution should provide dedicated connection from the Bank’s premises to the local ISP’s POP or backbone

(h) The ISP shall provide evidence that it has its own fiber infrastructure to connect the Banks Country Office with its POP

(i) Submission of a project execution Plan indicating main activities of the assignment including the delivery period, installation, commissioning, training and maintenance,

(j) The proposed services fully meet the technical requirements specified by the Bank in the Terms of References;

(k) The ISP shall provide tools that ensure service performance quality and assure that requirements stated in the SLA are met at all times.

(l) Attendance of mandatory site visit

(m) Relevant experience of the key persons to be involved on implementation of the project (provide CVs
in accordance with Appendix C)

(n) Confirmation of the acceptance of General Terms and conditions for the acquisition of goods, works and services for the Bank’s use (Annex VI of the RFQ).

§ 2. The deadline for submission of quotations is: 17th September 2014 – 1500 hrs

§ 3. The text to be glued on the outer envelope of the quotation is the following:

African Development Bank Group
Nigeria Country Office (ORNG)
8, Lake Chad Crescent
Maitama District
Abuja, Nigeria

RFQ – DO NOT OPEN UNTIL ON BID OPENING DAY
Reference: ADB/RFQ/ORN/2014/0129 PROVISION OF TO INTERNET BASED NETWORK SOLUTION TO THE AFRICAN DEVELOPMENT BANK

RFQ Closing Date and Time: 17th September, 2014 – 15.00 Hours

§ 5. Documents to be provided for quotations are:

(All submissions must be written in English or French).

- A statement of conformity (using format as described in Appendix A);
- A copy of the company certificate of incorporation and/or register of commerce. The requested documents shall clearly indicate the country of origin of the company and allocation of capital between stakeholders, which must meet the Bank eligibility requirements (list of member countries in Annex V);
- Audited financial statements for the past 3 years (2011, 2012, and 2013) or latest; or if the audited financial statements are not required by laws of the bidder’s country, provide other financial statements acceptable to the Bank demonstrating the current bidder’s financial position;
- A description of your relevant experience on this particular field, supported with at least three (03) examples of projects with similar nature and complexity successfully carried out as a principal contractor during the last three years 2011, 2012 and 2013 or latest;
- At least three certificates duly signed by the companies for which the bidder provided similar services. The document should include signatory name, telephone and fax numbers and indicate that the services were delivered satisfactorily and accepted the companies;
- Valid Authorization/License proving that the bidder is tier 1 ISP legally registered with the local Telecommunication authorities;
- Proof that the bidder has its own fiber infrastructure to connect the Banks Country Office with its POP;
- Project plan for the management of the contract including delivery lead time, installation, commissioning, training and maintenance.
- Network diagrams of the proposed technical solution and the integration schemas with the Bank’s Premises Equipment and the local ISP POP;
- General technical approach and Methodology;
- Comments regarding Bank’s service performance quality and requirements stated in the SLA;
- Qualifications and level of competency of each key staff to be assigned to the execution of the contract (use format as described in Appendix C);
- Qualification information (if appropriate);
- Explanations for deviations (if any);
- Full name and address of the manufacturer’s representative closest to the consignee, who can provide after-sales-service, spare parts and warranty services;
- A bid submission form, fully completed, stamped and signed (using format as described in Appendix B);
- Price schedule (Annex II of the RFQ) duly completed, stamped and signed.
- The overall quotation (free and clear of all taxes).
- The PO/contract sample initialed and stamped on each page (Annex VII of the RFQ)
- Confirmation of the acceptance of General Terms and conditions for the acquisition of goods, works and services for the Bank’s use (Annex VI of the RFQ)

§ 10. All requests for clarifications shall be sent by e-mail on orng@afdb.org no later than 7 days before the deadline of submission of quotations. The mandatory site visit will take place on 8th September, 2014 by 10.00am local time at the Bank’s premises located at the following address:

African Development Bank Group
Nigeria Country Office (ORNG)
8, Lake Chad Crescent
Maitama District; Abuja, Nigeria

§ 11. The minimum validity period of the quotations is: 90 days from the deadline for submission of quotations.
Appendix A

(To be included in the Technical Proposal)

A statement of conformity

To African Development Bank Group
Nigeria Country Office (ORNG)
8, Lake Chad Crescent
Maitama District
Abuja, Nigeria

Dear Sir,

Having examined the Request for Quotations documents (ADB/RFQ/ORNG/2014/0129), we, the undersigned, offer to provide the Bank, with [the items and services], in conformity with the Request for quotation mentioned above, in the amount indicated in the Price Schedule form included in our Financial Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all items and services required in this Request for Quotation within the time frame stipulated in our Proposal.

We agree to abide by this proposal for a minimum period of Ninety (90) days from the date of the submission of the proposals in the Request for Quotation, and it shall remain binding on us and may be accepted by the Bank at any time before the expiration of that period.

Dated:

Name:

Signature:

In the capacity of:

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

Email address:
Appendix B

Bid Submission Form

To African Development Bank Group
Nigeria Country Office (ORNG)
8, Lake Chad Crescent
Maitama District
Abuja, Nigeria

Dear Sir,

Having examined the Request for Quotations No ADB/RFQ/ORNG/2014/0129), the receipt of which is hereby acknowledged, we the undersigned, offer to provide the requested items and services in full conformity with the said Request for Quotation in the total amount (free and clear of all taxes) of [amount in words], [amount in figures].

We agree to abide by this proposal, for a minimum period of ninety (90) days from the proposal submission date as stipulated in the Request for Quotations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

Dated:

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

[Signature]

In the capacity of

[Position]

BP 323, 1002 Tunis, Belvedere, Tunisia (216) 71 10 29 71 – Fax: (216) 71 83 52 49 — Internet: www.afdb.org
Appendix C

Format of Curriculum Vitae (CV) For Proposed Key Staff (to be included in the Technical Proposal)

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

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

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

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

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

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

Signature of or authorized officer from the bidding firm

Date: Day/Month/Year
Annex II – Price Schedule

To: African Development Bank Group
Nigeria Country Office (ORNG)
8, Lake Chad Crescent
Maitama District
Abuja, Nigeria

Date……..

PROVISION OF INTERNET BASED NETWORK SOLUTION TO THE AFDB COUNTRY OFFICE IN NIGERIA (ORNG)- Reference: ADB/RFQ/ORNG/2014/0129

<table>
<thead>
<tr>
<th>Description</th>
<th>Country of origin</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A SERVICES</strong></td>
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</tr>
<tr>
<td>1 Provision, Installation, and commissioning of a fully managed Internet Services over a terrestrial fiber optic connectivity to support voice, video and data services with standard Quality of Service (QoS)</td>
<td>Each</td>
<td>1</td>
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<tr>
<td>2 <strong>Option 1</strong>: Monthly recurring charge 4/4Mbps</td>
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<tr>
<td>3 <strong>Option 2</strong>: Monthly recurring charge 8/8 Mbps</td>
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<tr>
<td>Discount offered</td>
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<tr>
<td>Grand Total</td>
<td></td>
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</tbody>
</table>

Delivery required at
The address specified.

Delivery Terms
Delivery At Place (DAP)

Delivery time

Warranty/ Guarantee offered

Quotation Valid till

Currency stated in

Any additional special conditions are given on the next page.
By signing and returning this Price Schedule, we agree to supply the above mentioned items at the rates quoted.

Bidder Comments (if any):
Name, Stamp & Signature of Person completing this Request

*Applicable when the quotations are being invited for more than one item and would be evaluated for all the items together. Modify where the evaluation would be made for each item separately.
PROVISION OF INTERNET BASED NETWORK SOLUTION TO THE AFRICAN DEVELOPMENT BANK
NIGERIA COUNTRY OFFICE (ORNG)

SECTION A  BACKGROUND

1.1. Introduction

The African Development Bank Group, hereinafter referred to as “The Bank,” is a multilateral development bank established to contribute to the economic and social development of Africa, temporarily relocated to Tunis, Tunisia since 2003 but currently in the process of returning to Headquarters in Abidjan, Côte d'Ivoire, has 80 members consisting of 54 regional and 26 non-regional member countries. The Bank has decided to issue invitations for competitive bidding to Internet Services Providers in view of providing Internet Services to the African Development Bank country office in Nigeria (ORNG) through which a virtual private network (VPN) can be created. The Bank will negotiate a two-year contract with the selected firm(s), renewable on annual basis upon satisfactory performance for a maximum duration of three (03) years.

1.2. Business Requirements to be met by the System

Information Technology is playing a vital role in conducting the Bank's business in view of enabling the Bank remains the premier pan-African finance institution. Computer and network systems are continuously being implemented to support the Bank's business functions such as connectivity, communication, data and information sharing. This has led to improve staff productivity and the creation of new business culture that relies more heavily on information technology infrastructure in the Bank. The expectations and the understanding of how information technology can serve the Bank's business functions has also risen significantly because the Bank has crossed the barriers from manually driven business to the business of information automation and communications. The Bank's quest for quality and its emphasis on client-focus is resulting in the Bank putting adequate information technology resources in place to support the Bank operations, management decision making and the various business functions. As a result, the Bank finds itself in a position to respond to present challenges of acquiring, controlling, maintaining and securing information technology resources available in the Bank. Moreover, the Bank is now in the process of providing more access to its information system to its clients, Field Offices and general public, by implementing WEB project (internet, intranet and extranet). The main concern is to efficiently control the access (from internal and external) to all the information systems (ERP, Data warehouse, Web applications) and ensure that the Bank is protected at all levels against any security breaches.

Based on the above, access to the Internet and the Internet feed are key elements in the Bank business.

Therefore, the expectations for the Internet Services are:

- Full Internet access 24/24 hours, 7/7 days at full 4Mbps OR 8Mbps connectivity - Please note that the Bank will choose only one option to subscribe from the two Bandwidth capacities.
- Service level of 99.75% availability and a service downtime not exceeding 2 hours per incident
- The bidder's tier 1 backbone and last mile should be optic fiber.
SECTION B OBJECTIVE AND SCOPE OF THE SERVICES

2.1 Objective

1) The overall objective is to provide the Bank with Internet Services to the Bank through which it creates a virtual private network (VPN) to run its business on 24 hours x 7 days, including public holidays.

2.2 Scope of Services

Internet Services

1. Review the Bank’s requirements for integration of its premises located in Abuja, Nigeria into its Wide Area Network (WAN).
2. Review eventually existing firewall and VPN concentrator hardware and software to ensure compatibility with bidder’s customer premise equipment (CPE) and suggest any hardware and software upgrades required
3. Provide stable full TCP/IP Internet services
4. Provide an optic fiber or copper connectivity at 4 or 8 Mbps capacity with possibilities for dynamic upgrades, between the Bank’s premises and the Services Providers facilities.

Hardware & Software Installation

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

SECTION C REQUIREMENTS AND OBLIGATIONS

3.1 Company Profile

- The Internet Services Provider should provide proof in the form of several references.
- Suitable references may include: International Organizations, Central Banks, Economic Research Institutes, Large Commercial Banks, Large financial institutions, Large Public or Private Companies, International Organizations, and large NGO’s
- Excellent knowledge of the Global Telecommunications and Internet Services Trends and working environment with at least 3 major companies at the national or regional level.
- Connection with major Internet Feed Providers at the International level. Proven capacity of providing and handling larger Internet bandwidth satellite and/or leased lines services.
- Capacity to respond and connect the Bank to access the Internet in case of a failure of our current Primary link.

3.2 Functional Performance Requirements of the System

- High Availability
- Smooth integration in the Bank’s current IT environment.
- The service shall operate continuously twenty four (24) hours a day, seven (7) days a week, including holidays

3.3 Computing Hardware

The hardware recommended should be able to complement the existing IT environment and be scalable.
Furthermore it should be able to support at least 100 concurrent connections to the Internet and support VPN tunneling using Cisco equipment.

3.4 Documentation Requirements

The bidder should:
- Document all activities relating to the Project implementation
- All reports produced by the consulting firm shall become the property of the Bank on completion of the assignment.

3.5 Additional Obligations

The selected Internet Services Provider should, in order to implement the mission, use skilled and competent personnel who have the following qualifications:
- Excellent knowledge in Global Telecommunications and Internet Services deployment, management and maintenance Service consulting, implementing and training in the business;
- Must have successfully carried out similar projects in large institutions in similar business areas;
- The selected firm shall provide 24h/7 available support and maintenance to the link and the related service to the Bank
- Mastery and excellent knowledge of English or French.

SECTION D DELIVERABLES

Internet Services

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

Hardware & Software Installation

2. Proposed hardware and software products installed, thoroughly tested, and successfully operational and ready to be used.
3. Full TCP/IP Internet connectivity through a leased fiber optic or copper circuit at 2,4 or 8 Mbps with option for on demand upgrade
4. Training of the concerned ADB staff during implementation as a component of knowledge transfer.
SECTION E: TIME FRAME

It is expected that the selected company implements the solution within one (1) week upon reception award of contract by the Bank.

EXPECTED SERVICE LEVELS

<table>
<thead>
<tr>
<th>SLA indicator</th>
<th>SLA Value</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ISP Network and service availability</td>
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<td></td>
</tr>
<tr>
<td>2 The ISP backbone round trip latency</td>
<td>Less than 60 milliseconds</td>
<td></td>
</tr>
<tr>
<td>3 Tier 3 backbone round trip latency</td>
<td>Less than or equal to 300 milliseconds</td>
<td></td>
</tr>
<tr>
<td>4 Packet Loss</td>
<td>Less than 0.5 %</td>
<td></td>
</tr>
<tr>
<td>5 Pack Jitter</td>
<td>Less than 10 milliseconds</td>
<td></td>
</tr>
<tr>
<td>5 Mean time to repair</td>
<td>24 hours</td>
<td></td>
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</tbody>
</table>

Credit allocation policy

<table>
<thead>
<tr>
<th>Cumulative monthly time of outages</th>
<th>Customer Credit (% of the monthly backbone recurrent charges)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal or more than 4 hours</td>
<td>10 %</td>
</tr>
<tr>
<td>Equal or more than 8 hours</td>
<td>20 %</td>
</tr>
<tr>
<td>Between 12 and 24 hours</td>
<td>30 %</td>
</tr>
<tr>
<td>Between 24 hour and 48 hours</td>
<td>40 %</td>
</tr>
<tr>
<td>More than 48 hours</td>
<td>50 %</td>
</tr>
</tbody>
</table>
ADB: Acronym for African Development Bank. The terms "ADB", "The Bank" and "ADB Group" are used to refer to the same organization, the African Development Bank Group comprising the African development Bank (ADB), the African development Fund (ADF) and the Nigeria Trust Fund (NTF).

ISP: Internet Services Provider

VPN: Virtual Private Network

IP: Internet Protocol

B - Special conditions of Purchase

Tenders must ensure that the goods offered under this request for quotation is qualified and that export licenses are valid for Nigeria and other countries specified in Annex V. The purchaser reserves the right to request proof of written authorization from the manufacturer.

In addition, potential bidders are requested to confirm:

1. Acceptance of Terms to acquire goods, works and services of the Bank (Annex VI of the RFQ);
2. The country of origin of goods and services;
3. provisions for warranties and maintenance for each type of article;
4. the validity of bids, and
5. availability and delivery time;
6. delivery conditions.
### Annex IV – Pass Fail Evaluation Criteria

<table>
<thead>
<tr>
<th>Pass Fail Criteria</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
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<td><strong>A</strong> Bidder Eligibility: Interested companies must originate from one of the Bank’s member countries listed in the RFQ (see annex V)</td>
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<td><strong>D</strong> Past performance of the bidder: Submission of at least three certificates duly signed by the companies for which the bidder provided similar services indicating that the services were delivered satisfactorily and accepted by these companies</td>
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<td><strong>H</strong> The solution should provide dedicated connection from the Bank’s premises to the local ISP’s POP or backbone</td>
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<tr>
<td><strong>K</strong> Attendance of mandatory site visit</td>
<td></td>
</tr>
<tr>
<td><strong>L</strong> The proposed services fully meet the technical requirements specified by the Bank in the Terms of References;</td>
<td></td>
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<tr>
<td><strong>M</strong> Relevant experience of the key persons to be involved on implementation of the project (provide CVs in accordance with Appendix C)</td>
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<tr>
<td><strong>N</strong> Confirmation of the acceptance of General Terms and conditions for the acquisition of goods, works and services for the Bank’s use (Annex VI of the RFQ).</td>
<td></td>
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</tbody>
</table>
Annex V - List of Member Countries of the African Development Bank

<table>
<thead>
<tr>
<th>REGIONAL COUNTRIES</th>
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</thead>
<tbody>
<tr>
<td>41. Sao Tome &amp; Principe</td>
<td>42. Senegal</td>
<td>43. Seychelles</td>
<td>44. Sierra Leone</td>
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<tr>
<td>45. Somalia</td>
<td>46. Sudan</td>
<td>47. Swaziland</td>
<td>48. Tanzania</td>
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<tr>
<td>49. Togo</td>
<td>50. Tunisia</td>
<td>51. Uganda</td>
<td>52. Zambia</td>
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<tr>
<td>53. Zimbabwe</td>
<td>54. South Sudan</td>
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<table>
<thead>
<tr>
<th>NON REGIONAL COUNTRIES</th>
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<tbody>
<tr>
<td>25. United States of America</td>
<td>26. Luxembourg</td>
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</table>
Annexure VI – General Terms and Conditions for the Purchase of Goods
(Version 07/2003)

1.1 Constitution of Contract

1.1.1 The submission of any bid shall constitute acceptance of the African Development Bank General Terms and Conditions for the Purchase of Goods (General Conditions), except to the extent they may be modified by Special Conditions attached to the Purchase Order (PO). These General Conditions are an integral part of the PO to which they are attached.

1.1.2 No additional or inconsistent provisions and no variations in or modifications of that PO made by the Supplier shall be binding unless agreed to in writing by the Bank. For the purpose of the PO, “ADB” or the “Bank” shall mean the African Development Bank and the African Development Fund.

1.1.3 Any of the following shall constitute the bidder’s unqualified acceptance of the PO: (a) no objection of the Supplier received by the Bank within 5 working days of the receipt of the PO; (b) delivery of any supplies under the PO; (c) commencement of performance of services; or (d) acceptance of any payment.

1.1.4 In the event of any conflict, inconsistency or ambiguity between the terms of these General Condition and the PO, the interpretation shall be resolved by giving precedence to the PO.

1.2 Performance of Contract

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

1.2.2 The Supplier and the Bank are bound only by those commercial customs and usage to which they have specifically agreed. Trade terms shall have the meanings assigned to them in the latest edition of INCOTERMS.

1.2.3 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 performed this PO.

1.3 Financial Liability, Immunities and Applicable Law

1.3.1 The financial liability of the Bank under the PO shall not exceed the total amount of the PO.

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

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

1.4 Insurance

1.4.1 In case of deliveries CIF/ CIP, the Supplier shall insure the goods against All Risks including war, strike, riot and civil commotion. The coverage shall extend to sixty (60) days after arrival of the goods at their final destination. The value of the goods shall be calculated as C + F plus 10%. The original of the Insurance Certificate shall be sent to the consignee and a copy to the Bank.

1.5 Documents

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

1.5.2 The Supplier shall provide the consignee with the following documents:

(i) Four (4) copies of commercial invoice(s) and the packing list(s);
(ii) export license, certificate(s) of origin and a copy of the Inspection Certificate, if any.

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

1.6 Changes

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

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

1.7 Taxes

1.7.1 Prices indicated in the Supplier's bid shall, at all times, be deemed to be firm and not subject to revision. Supplies for the Bank are exempted from taxes and Customs duty. Accordingly prices shall be quoted or invoiced free and clear of all applicable taxes, including value added tax, sales taxes, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority. 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. The Bank will require the following documents for obtaining exoneration from payment of taxes:

(i) Copies of the detailed packing list and any document relating to the property and/ or right of use of the goods;
(ii) Transport documents (AWB, B/L, postal receipt) and the insurance certificate, if delivery CIF/ CIP.

1.8 Payment terms

1.8.1 Payment will normally be made by check or 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 following address:

Financial Control Department (FFCO)
African Development Bank
Angle des Trois Rues, Avenue de Ghana, Rue Pierre de Courbertin, Rue Hedi Nouira
BP 323
1002 Tunis Belvedere
Tunisia

Invoices shall contain the following information: PO 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.

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

1.8.3 The African Development Bank does not normally pay by Letters of Credit, bank draft or make advance payment.

1.9 Inspection

1.9.1 The Bank may carry out, through a representative of its choice, any reasonable check or inspection it may consider desirable. The exercise of this right shall in no way prejudice the Bank’s decision while taking delivery of or accepting any goods and shall in no circumstances release the Supplier from any warranty or other obligations under the PO. Any re-inspection due to the Supplier's default shall be at the Supplier's expense. 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 PO. The Supplier agrees that the Bank's payment under the PO shall not be deemed acceptance of any goods or services delivered hereunder.

1.9.2 The Supplier shall take all necessary measures to permit the representative of the Bank, at any reasonable time and at a place to be agreed upon in writing, to make such checks or inspections that the Bank may consider necessary. The Bank will beforehand notify the Supplier, who shall furnish all reasonable facilities and assistance to the representative at no extra charge to the Bank.

1.10 Warranty

1.10.1 The Supplier warrants that all goods supplied under the PO are:

(i) New and unused and fully compatible with the conditions prevailing in the country of destination;
(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.
1.10.2 The warranty period for all goods shall be at least 12 months from the date of acceptance of the goods at the place of final destination. The Supplier shall carry out all work, such as modifications and repairs, necessary to comply with the terms of the PO, or replace or 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.

1.10.3 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.

1.11 Suspension

1.11.1 The Bank may at any time suspend the performance of the PO 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.

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

1.12 Labor Clause

1.12.1 The PO has been established on the understanding that the Supplier:

(i) Respects the prohibition of employment of children below the minimum age for employment permitted by law;

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

(iii) Conforms to all relevant laws and regulations of his country.

1.13 Termination of the PO

1.13.1 The Bank may, by written notice, without prejudice to any other remedy it may have, terminate the PO in whole or in part, if the Supplier:

(i) Commits a breach of any of the terms of the PO and fails to remedy such breach within thirty (30) days after receipt of written notice thereof;

(ii) Becomes insolvent or bankrupt or ceases paying its debts generally as they mature.

1.13.2 Termination of the PO in whole or in part by the Bank is not limited to a fundamental breach of these General Conditions or the PO and shall not prejudice or affect the accrued rights or claims and liabilities of either party to this PO.

1.13.3 In the event of termination of the PO by the Bank pursuant to paragraph 1.13.1, 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 PO, from any monies due. In case of partial termination of the PO, the Supplier shall continue performance of the PO to the extent not terminated.

1.13.4 If the Supplier, in the sole discretion of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the PO, the Bank may terminate the PO for default by written notice. In addition, the Bank reserves the right to debar the contractor from providing services to the Bank. 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 PO 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 (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.

1.13.5 The Bank may terminate the PO, in whole or in part, at any time for its convenience. The notice of such a termination shall state that termination is for the Bank’s convenience, the extent to which performance under the PO is terminated, and the effective termination date. Bank will issue an equitable adjustment, not to exceed the total PO price, to compensate the Supplier for: (i) the PO price services accepted by Bank but not paid previously and adjusted for any savings, (ii) costs incurred in the performance in the work terminated, including initial and preparatory expenses; (iii) the cost of settling and paying other contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the PO and not included in items
(i) and (ii); and (iv) a reasonable profit on item (ii) above.

1.13.6 The Bank may terminate the PO for insolvency at any time, without compensation to the Supplier, if the Supplier becomes insolvent or bankrupt or ceases paying its debts generally as they mature provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Bank.

1.13.7 Supplier may terminate the PO within thirty (30) days after receipt of written notice to the Director, General Services and Procurement Department of the Bank of a material breach of this PO.

1.14 Liquidated Damages

1.14.1 If the Supplier fails to perform the PO or any part thereof within the specified time stated in the front of the PO, the Bank may, without prejudice to any other remedy under the PO, deduct from the PO price, as liquidated damages, a sum equal to 0.5% of the PO price for each week of delay until actual performance, up to a maximum of 5% of the PO value.

1.15 Liability

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

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

1.16 Intellectual Property and Confidentiality

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

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

1.16.3 The Supplier shall not, while performing the PO 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 his knowledge in connection with the performance of this PO. The Supplier shall not use the Bank's name or emblem.

1.17 Copyright, database right and design right

1.17.1 The deliverable report(s) and other creative work of the contractor called for by this PO, including all written, graphic, audio, visual and other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media, (the "deliverable Work") is being specially commissioned as work made for hire in accordance with the applicable copyright, data protection and design laws. The Bank is the proprietor of the Deliverable Work from the time of its creation and owns all rights, title and interests therein throughout the world including, without limitation, the copyright and all related rights. To the extent that it is determined that the Deliverable Work does not qualify as a work made for hire within the meaning of the applicable copyright, data protection and design laws of the country of origin of the PO, then the Supplier hereby irrevocably transfers and assigns to the Bank all of its right, title and interest, throughout the world, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by the Supplier or any person or entity.

1.18 Dispute Settlement

1.18.1 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.

1.18.2 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.

1.18.3 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.
1.18.4 The arbitration shall take place in, Abuja, Nigeria and shall be in the English language.

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

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

1.18.7 The provisions of this article shall remain in force after the termination of this contract.

1.19 Force Majeure

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

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

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

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

1.20 Benefits or Gifts

1.20.1 The bidder or Supplier shall neither give nor offer any direct or indirect benefit to any official or representative of the Bank.

1.21 Severability

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

2. General Packing Specifications

2.1 The Supplier shall pack and mark all goods, whether they will be sent directly by him or by a forwarding service, in accordance with the following minimum specifications. Any cost for rectifying packing or marking deficiencies will be charged to the Supplier.

2.2 The Supplier shall, to the extent possible, only use environmentally neutral material for packing purposes. He shall strictly respect all existing rules and regulations governing the acceptance of cargo for transportation by sea, rail, road or air.

2.3 The packing should be sufficient to withstand, without limitation, rough handling during inland transport and possible exposure of the consignment to extreme climatic conditions and dusty environments during transport and open storage.

2.4 Goods sensitive to moisture have to be sealed off from the atmosphere and shall be packed in moisture/vapor proof sealed packages with a suitable desiccator.

2.5 All goods shall be packed in wooden boxes or hard-reinforced boxes of comparable strength to wooden boxes.

2.6 Boxes shall be lined with polyethylene weatherproof sheeting or any other environmentally neutral material. All boxes should be sufficiently strapped and shall withstand normal stacking pressures and other vertical, horizontal and/or combined forces without distortion or breaking open.

2.7 The Supplier shall pack dangerous or combustible goods separately applying the strictest safety measures and shall notify the forwarder at the first contact of the nature of the consignment.

2.8 Packing lists shall be issued in four (4) copies, stating complete shipping marks, number of boxes, contents, gross and net weights in kilos of each box, measurements and volume in cubic meters. A packing slip should be placed inside each box with all details of its contents.