AFRICAN DEVELOPMENT BANK

General Services and Procurement Department

REQUEST FOR PROPOSAL

Open Competition

TENDER FOR
SUPPLY, INSTALLATION, CONFIGURATION, MAINTENANCE AND TRAINING FOR ASSET MANAGEMENT DIGITAL TRACKING SYSTEM

REF.: ADB/RFP/CHGS/2020/0021

Two-Stage Bidding

Corporate Procurement Division

Two-Stage Bidding

PART 1 – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bid Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract. Two alternative Sections III, Evaluation and Qualification Criteria are provided to address the possibility of having or not having prequalification of Bidders.

Section IV: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – BANK'S REQUIREMENTS

Section VI. Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Plant and Installation Services to be procured.

PART 3 – CONDITIONS OF CONTRACT

Section VII. General Conditions (GC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VIII. Specific Conditions (SP)

This Section contains clauses specific to each contract. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Employer.

Appendixes to the Contract

- **SLAs**
- **Code of Conduct**
- **Supplier Performance Evaluation**

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The African Development Bank issues this Bidding Document for the procurement of Services, as specified in Section VI, Requirements. The name, identification, and number of lots are provided in the BDS.

1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Section VII, General Conditions.

2. Source of Funds

2.1 The African Development Bank (hereinafter called "the Bank" or "he AfDB) has budgeted funds to finance the project named in the Bid Data Sheet (BDS). The Bank intends to use a portion of the funds toward eligible payments under the contract for which this Bidding Document is issued.

3. Fraud and Corruption

3.1 It is the Bank's policy to require that beneficiaries of Bank Financing, as well as Bidders, Suppliers, and contractors, and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts[1]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[2];

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

(iii) "Collusive Practice" is an arrangement between two or more parties[3], designed to achieve an improper purpose, including to influence improperly the actions of another party; and

[1] *In this context, any action to influence the procurement process or contract execution for undue advantage is improper.*

[2] *For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Bank staff and employees of other organizations taking or reviewing procurement decisions.*

[3] *For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.*

(iv) "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[4];

(v) "Obstructive practice" is

(aa) 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

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 3.1(e) below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question;

(c) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures[5] including by publicly declaring such firm or individual ineligible to bid for, or to be awarded Bank-financed contracts either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; (ii) to be a nominated[6] sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and

(d) will have the right to require that a clause be included in Bidding Documents and in contracts financed by the Bank, requiring bidders, suppliers and contractors and their sub-contractors, agents, personnel, consultants, service providers, or suppliers to permit the Bank to inspect all accounts and records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank.

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[4] *For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract exection.*

[5] *A firm or an individual may be declared ineligible to be awarded a Bank financed contract: (i) upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank; and through the application of the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanction proceeding. See footnote 18 and paragraph 9 of Appendix 1 of the Rules and Procedures for Procurement of Goods and Works.*

[6] *A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding documents) is one which has been included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirement for the particular bid.*

3.2 Furthermore, Bidders shall be aware of the provisions stated in Section VII, General Conditions.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (JVCA). In the case of a joint venture, consortium, or association:

a) unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and

b) the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with the Bank's **Rules and Procedures for Procurement of Goods and Works**, and as listed in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) they have controlling partners in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Bank regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

(f) a Bidder participated as a consultant in the preparation of Section VI, Requirements that are the subject of the bid; or

(g) a Bidder or any of its affiliates has been hired, or is proposed to be hired, by the Bank the Borrower for the supervision of the contract**.**

4.4 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.

4.6 Firms from an eligible country shall be excluded if

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 Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.

4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

4.8 A firm sanctioned by the Bank in accordance with the above ITB Clause 3.1 (c), or in accordance with the Bank's policies on anti-corruption and fraud and Bank's sanctions procedures[7], shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or in any other manner, during the period of time determined by the Bank.

5. Eligible Goods and Related Services

5.1 All goods and related services to be supplied under the Contract and financed by the Bank, shall have as their country of origin an eligible country of the Bank , as listed in Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "Services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term "country of origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

[7] *See the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group and the Bank's Whistleblowing and Complaints Handling Policy. The Bank's sanctions procedures are publicly disclosed on the Bank's external website."*

5.4 The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Requirements

- Section VI. Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions (**GC**)
- Section VIII. Particular Conditions (**PC**)
- Section IX. Contract Forms

6.2 The Invitation for Bids is not part of the Bidding Document.

6.3 The Bidder shall obtain the Bidding Document from the source stated in the Invitation for Bids; otherwise the Bank is not responsible for the completeness of the Bidding Document.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Bank in writing at the address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Bank will respond to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within the number of days specified in the BDS. The Bank's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Bank deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

7.2 Where applicable, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of the Requirements. The costs of visiting the site shall be at the Bidder's own expense.

7.3 Pursuant to ITB 7.2, where the Bidder and any of its personnel or agents have been granted permission by the Bank to enter upon its premises and lands for the purpose of such visit, the Bidder, its personnel, and agents will release and indemnify the Bank and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.

7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so provided for in the BDS, the Bank will organize a site visit.

7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Bank not later than one week before the meeting.

7.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Bank exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Bank may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Bank in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank, shall be written in the language specified in the **BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

C. Preparation of First Stage Technical Proposals

11. Documents Comprising the First Stage Technical Proposal

11.1 The First Stage technical proposal shall comprise the following:

a) Letter of First Stage Bid

b) alternative technical proposals in accordance with ITB 13;

c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB** 16.2;

d) documentary evidence establishing the eligibility of the Solution offered by the Bidder, in accordance with **ITB** 15.1;

e) documentary evidence establishing the Bidder's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV, Bidding Forms;

f) documentary evidence as specified in the **BDS**, establishing the conformity of the Solution offered by the Bidder with the Bidding Document, using the relevant forms furnished in Section IV, Bidding Forms;

g) in the case of a bid submitted by a JVCA, JVCA agreement, or letter of intent to enter into a JVCA including a draft agreement, indicating at least the parts of the Requirements to be executed by the respective partners;

h) any other document required in the **BDS**.

12. Letter of First Stage Technical Proposal and Attachments

12.1 The Bidder shall submit the Letter of First Stage Technical Proposal, and any Attachments, using the forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.

13. Alternative Technical Proposals

13.1 Bidders shall note that they are permitted to propose technical alternatives with their First Stage technical proposals, in addition to or in lieu of the requirements specified in the bidding documents, provided they can document that the proposed technical alternatives are to the benefit of the Bank, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the bidding document.

13.2 Any alternative technical proposal submitted by Bidders as part of their First Stage technical proposal will be the subject of clarification with the Bidder pursuant to ITB 24.

14. Documents Establishing the Qualifications of the Bidder

14.1 To establish its qualifications to perform the Contract the Bidder shall provide the information requested in Section IV, Bidding Forms.

14.2 If so required in the BDS, a Bidder shall submit the Manufacturer's Authorization, using the form included in Section IV, Bidding Forms where the Bidder does not manufacture or produce the elements of the Plant it offers to supply.

14.3 If so required in the BDS, a Bidder shall submit evidence that it will be represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and Requirements, where a Bidder does not conduct business within the Bank's Country.

15. Documents Establishing the Eligibility of the proposed Solution

15.1 To establish the eligibility of the proposed Solution in accordance with **ITB** Clause 5, Bidders shall complete the forms included in Section IV, Bidding Forms.

16. Format and Signing of First Stage Technical Proposal

16.1 The Bidder shall prepare one original of the documents comprising the bid as described in **ITB** 11 and clearly mark it "FIRST STAGE TECHNICAL PROPOSAL - ORIGINAL." Alternative technical proposals, if submitted by the Bidder, shall be clearly marked "FIRST STAGE TECHNICAL PROPOSAL – ALTERNATIVE". In addition, the Bidder shall submit copies of the technical proposal, in the number specified in the **BDS** and clearly mark them "FIRST STAGE TECHNICAL PROPOSAL - COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

16.2 The original and all copies of the First Stage technical proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the First Stage technical proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the First Stage technical proposal where entries have been made shall be signed or initialed by the person signing the First Stage technical proposal.

16.3 A First Stage technical proposal submitted by a JVCA shall comply with the following requirements:

(a) Unless not required in accordance with **ITB** 4.1 (a), be signed so as to be legally binding on all partners and

(b) Include the Representative's authorization referred to in **ITB** 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVCA.

16.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of First Stage Technical Proposals

17. Submission, Sealing and Marking of First Stage Technical Proposals

17.1 Bidders may always submit their First Stage technical proposals by mail or by hand. If so specified in the **BDS**, bidders shall have the option of submitting their First Stage technical proposals electronically.

(a) Bidders submitting First Stage technical proposals by mail or by hand shall enclose the original and copies of the First Stage technical proposal, including alternative technical proposals, in separate sealed envelopes, duly marking envelopes as . "FIRST STAGE TECHNICAL PROPOSAL - ORIGINAL," "FIRST STAGE TECHNICAL PROPOSAL - ALTERNATIVE," "FIRST STAGE TECHNICAL PROPOSAL - ORIGINAL COPY," and "FIRST STAGE TECHNICAL PROPOSAL ALTERNATIVE - COPY" These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with **ITB** 17.2 and 17.3.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

17.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Bank in accordance with **ITB** 18.1;

(c) bear the specific identification of this bidding process pursuant to **ITB** 1.1; and

(d) bear a warning not to open before the time and date for opening of First Stage technical proposals.

17.3 If envelopes and packages are not sealed and marked as required, the Bank will assume no responsibility for the misplacement or premature opening of the bid.

18. Deadline for Submission of First Stage Technical Proposals

18.1 First Stage technical proposals must be received by the Bank at the address and no later than the date and time indicated in the **BDS**.

18.2 The Bank may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with **ITB** 8, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

19. Late First Stage Technical Proposals

19.1 The Bank shall not consider any First Stage technical proposal that arrives after the deadline for submission of First Stage technical proposals, in accordance with **ITB** 18. Any First Stage technical proposal received by the Bank after the deadline for submission of First Stage technical proposal shall be declared late, rejected, and returned unopened to the Bidder.

20. Substitution and Modification of First Stage Technical Proposals

20.1 A Bidder may substitute or modify its First Stage technical proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB** 16.2. The corresponding substitution or modification of the First Stage technical proposal must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with **ITB** 16 and **ITB** 17 and in addition, the respective envelopes shall be clearly marked "FIRST STAGE TECHNICAL PROPOSAL - SUBSTITUTION" or "FIRST STAGE TECHNICAL PROPOSAL - MODIFICATION;" and

(b) received by the Bank prior to the deadline prescribed for submission of First Stage technical proposals, in accordance with **ITB** 18.

21. Opening of First Stage Technical Proposals

21.1 The Bank will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any offer that is found not to comply substantially, or that do not meet minimum levels of performance and other criteria specified in the bidding documents, will be rejected by the Bank and may not be evaluated further. The Bank will also conduct a preliminary examination of any alternative presented by a bidder

21.2 The Bank may request that the Bidder submit, within a reasonable time, information or documentation required to remedy the non-compliance or non- essential omissions in the offer of the first step related to documentation requirements. The Bidder that would not comply with that request will have his bid rejected.

E. Examination of First Stage Technical Proposals

22. Determination of Responsiveness

22.1 The Bank will conduct a detailed evaluation of the proposals to determine whether the technical aspects substantially meet the requirements specified in the Bidding Documents. To achieve this, the Bank will review the information provided by the Bidder, taking into account the following factors:

(a) completeness of the bid and its compliance with specifications; the technical advantages of the proposed alternative proposal as compared to the specifications; the compliance of the solution and installation and services of specified performance criteria; the adequacy of the proposed solution in relation to the environmental and climatic conditions on site; and quality, the role and the implementation of any proposed monitoring process in the bid;

(b) compliance with the deadlines stipulated in the invitation to tender and any deviation from the said deadlines proposed by the Bidder, if necessary documented by a schedule provided with the bid;

(c) any other relevant technical factor that the Bank has indicated in Section III; and

(d) any deviation from commercial and contractual provision stipulated in the bidding documents.

22.2 The Bank will also assess the complete technical alternatives possibly proposed by the Bidder, in accordance with the provisions of ITB 13, to determine whether they can legitimately be the basis for the presentation of a separate offer under the second stage.

23. Qualification of the Bidder

23.1 The Bank shall determine to its satisfaction whether the Bidders determined as having submitted substantially responsive First Stage technical proposals meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

23.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB** 11.1(e).

23.3 An affirmative determination shall be a prerequisite for the Bank to invite the Bidder to a clarification meeting in accordance with **ITB** 24.1. A negative determination shall result in rejection of the First Stage technical proposal.

23.4 The capabilities of subcontractors proposed to be used by the Bidders for Bank-identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III. Should a subcontractor be determined to be unacceptable, the First Stage technical proposal will not be rejected, but if required to submit a Second Stage Bid, the Bidder will be required to substitute an acceptable manufacturer or subcontractor.

F. Clarification of First Stage Technical Proposals

24. Clarification Procedures

24.1 The Bank may conduct clarification meetings with each or any Bidder to clarify any aspects of its First Stage technical proposal that require explanation and to review any Bidder's proposed alternative solutions or reservations to the commercial or contractual provisions of the bidding documents. The Bank may also seek clarifications in writing.

24.2 The Bank may bring to the attention of the Bidder any amendments or changes which the Bank may require to be made to the First Stage technical proposal; however the Bank may not require amendments or changes at variance from the requirements unless the Bank intends to amend the Bidding Document in accordance with **ITB** 25.1(a).

24.3 The Bank will advise the Bidder of any deviations to the commercial or contractual provisions of the bidding documents in the First Stage technical proposal, that are unacceptable and that are to be withdrawn in the Second Stage bid.

24.4 The Bank will also advise the Bidder whether the proposed alternative technical proposal, if any, is acceptable, and will identify the degree (if any) to which such an alternative bid may be incorporated in the Bidder's Second Stage bid.

24.5 The Bank will issue a Memorandum titled "Changes Required Pursuant to First Stage Examination," documenting the clarifications made in writing and/or in a meeting, if any, and including an Annex listing all decisions, and required amendments or changes resulting from the clarification of the First Stage technical proposal. The Memorandum will be communicated to the Bidder as part of the invitation to submit the Second Stage bid.

25. Invitation to Submit Second Stage Bids

25.1 At the end of the clarification process pursuant to **ITB** 24, conducted as necessary:

(a) the Bank may need to issue an amendment to the Bidding Document resulting from the First Stage examination and clarification process, with the objective of clarifying the requirements and improving competition without compromising essential project objectives and/or

(b) in regard to all bidders, the Bank will either:

(i) invite the Bidder to submit a final updated technical proposal and a commercial Second Stage bid based on its First Stage technical proposal taking into account the Bidding Document, if and as amended, and any other modifications as recorded in the Annex to the Memorandum entitled "Changes Required Pursuant to First Stage Examination". Bidders will be allowed to submit only one Second Stage Bid, or

(ii) notify the Bidder that its bid has been rejected on the grounds of being substantially non-responsive, or that the Bidder does not meet the minimum qualification requirements set forth in the Bidding Document.

25.2 The deadline for submission of Second Stage bids will be specified in the invitation to submit Second Stage bids, pursuant to **ITB** 34.1

25.3 Bidders are not allowed to form JVCA(s) with other bidders, nor change the partner or structure of the JVCA if the Bidder in the First Stage was a JVCA.

G. Preparation of Second Stage Bids

26. Documents Comprising the Second Stage Bids

26.1 The Second Stage Bid shall comprise the following:

a) Letter of Second Stage Bid;

b) completed Schedules, including price schedules completed in accordance of articles 27 and 28 of **ITB**

c) Bid Security or Bid-Securing Declaration, in accordance with **ITB** 31;

d) written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with **ITB** 32.2;

e) updated First Stage technical proposal, comprising any modifications required to the First Stage technical proposal as recorded in the Memorandum entitled "Changes Required Pursuant to First Stage Examination";

f) documentary evidence in accordance with **ITB** 15.1, establishing the eligibility of any additional or varied proposed Solution offered by the Bidder and not included in the First Stage technical proposal;

g) documentary evidence regarding any changes that may have occurred between the time of submitting the First Stage technical proposals and the Second Stage bids that may have any material effect on the Bidder's qualifications to perform the Contract;

h) documentary evidence establishing the conformity of any additional or varied facilities to be supplied and installed by the Bidder, in accordance with the Memorandum entitled "Changes Required Pursuant to First Stage Examination".

i) If the Bidder proposes to engage any Subcontractors additional to or different from those named in its First Stage technical proposal for major items of supply or services, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Bank for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

j) Any other document required in the **BDS**.

27. Letter of Second Stage Bid and Schedules

27.1 The Bidder shall submit the Letter of Second Stage Bid and Schedules using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.

28. Second Stage Bid Prices and Discounts

28.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified in **ITB** 28.2.

28.2 Unless otherwise specified in the **BDS**, bidders shall quote for all the rated Solution on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design and manufacture. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc..;. The bidder will indicate the price for all element of design and implementation of Solution described on the price schedule. Items against which no price is entered by the Bidder will not be paid for by the Bank when executed and shall be deemed to be covered by the prices for other items.

28.3 The price to be quoted in the Bid Form, in accordance with Article 27.1 of the ITB will be the total price of the Bid, excluding any discounts offered. Price details required Bidders are indicated in the **BDS.** This price, subject to adjustments made in accordance with the Contract shall be the Contract Price.

28.4 Bidders wishing to offer any unconditional discount shall specify in their Letter of Bid the offered discounts and the manner in which price discounts will apply.

28.5 Unless otherwise stated in the BDS and the SC, the prices quoted by the Bidder shall be fixed during the performance of the Contract.

28.6 All duties, taxes and charges payable by the Contractor under the Contract , or in any other capacity , twenty-eight (28) days before the deadline for submission of bids will be deemed included in the prices and in the total amount of the bid submitted by the Bidder .

28.7 In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

28.8 In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Bidding Forms.

29. Currencies of Bid and Payment

29.1 The currency(ies) of the bid and the currency(ies) for payment shall be as specified in the BDS.

30. Period of Validity of Bids

30.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Bank pursuant to **ITB** 34. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

30.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Bank may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 31, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 30.3.

30.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

31. Bid Security

31.1 The Bidder shall furnish as part of its bid, the original of a Bid-Securing Declaration using the relevant form included in Section IV, Bidding Forms. The amount and currency shall be as specified in the BDS.

31.2 The bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or surety;

(b) an irrevocable letter of credit; or

(c) a cashier's or certified check;

from a reputable source from an eligible country. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Bank prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 30.2

31.3 Any bid not accompanied by a substantially responsive bid security shall be rejected by the Bank as non-responsive.

31.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 50.

31.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

31.6 The bid security may be forfeited or the Bid-Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 49; or

(ii) furnish a performance security in accordance with ITB 50.

31.7 The Bid Security of a JVCA shall be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

32. Format and Signing of Second Stage Bids

32.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 26 and clearly mark it "SECOND STAGE BID - ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "SECOND STAGE BID - COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

32.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries have been made shall be signed or initialled by the person signing the bid.

32.3 A bid submitted by a JVCA shall comply with the following requirements:

(a) Unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners and

(b) Include the Representative's authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVCA.

H. Submission and Opening of Second Stage Bids

33. Submission, Sealing and Marking of Second Stage Bids

33.1 Bidders may always submit their bids by mail or by hand. If so specified in the **BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting bids by mail or by hand shall enclose the original and copies of the Bid in separate sealed envelopes. The envelopes shall be duly marked as "SECOND STAGE BID - ORIGINAL" and "SECOND STAGE BID - COPY". These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with **ITB** 33.2 and 33.3.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

33.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Bank in accordance with **ITB** 34.1;

(c) bear the specific identification of this bidding process pursuant to ITB 1.1; and

(d) bear a warning not to open before the time and date for bid opening

33.3 If envelopes and packages are not sealed and marked as required, the Bank will assume no responsibility for the misplacement or premature opening of the bid.

34. Deadline for Submission of Bids

34.1 Second Stage Bids must be received by the Bank at the address and no later than the date and time indicated in the BDS.

34.2 The Bank may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

35. Late Bids

35.1 The Bank shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 34. Any bid received by the Bank after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

36. Withdrawal, Substitution, and Modification of Second Stage Bids

36.1 A Bidder may withdraw, substitute, or modify its Second Stage bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 32.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 33 and ITB 34 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "SECOND STAGE BID - Withdrawal," "SECOND STAGE BID - Substitution," "SECOND STAGE BID - Modification;" and

(b) received by the Bank prior to the deadline prescribed for submission of bids, in accordance with ITB 34.

36.2 Bids requested to be withdrawn in accordance with ITB 36.1 shall be returned unopened to the Bidders.

36.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

37. Second Stage Bid Opening

37.1 The Bank shall conduct the Second Stage bid opening at the address, date and time specified in the BDS.

37.2 First, envelopes marked "Second Stage Bid - Withdrawal" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "Second Stage Bid - Substitution" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "Second Stage Bid - Modification" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

37.3 The Bank shall open all other envelopes, one at a time and reading out: the name of the Bidder, the Bid Price(s), any discounts and their application methodology, the presence or absence of a bid security; if required and any other details as the Bank may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 35.1.

37.4 The Bank shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative proposals; and the presence or absence of a bid security. A copy of the record shall be posted online.

I. Examination of Second Stage Bids

38. Confidentiality

38.1 Information relating to the evaluation of Second Stage bids shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

38.2 Any attempt by a Bidder to influence improperly the Bank in the evaluation of the Second Stage bids or Contract award decisions may result in the rejection of its Second Stage bid.

38.3 Notwithstanding ITB 38.1, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Bank on any matter related to the bidding process, it should do so in writing.

39. Clarification of Second Stage Bids

39.1 To assist in the examination, evaluation, and comparison of the Second Stage bids and qualification of the Bidders, the Bank may, at its discretion, ask any Bidder for a clarification of its Second Stage bid, allowing a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Second Stage bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the bids, in accordance with **ITB** 41.

39.2 If a Bidder does not provide clarifications of its Second Stage bid by the date and time set in the Bank's request for clarification, its Second Stage bid may be rejected.

40. Deviation, Reservation or Omission

40.1 For the purposes of the evaluation of bids , the following definitions shall be used:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

41. Determination of Responsiveness

41.1 The Bank's determination of a Second Stage bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 26.

41.2 A substantially responsive bid is one that meets all the terms, conditions, and specifications of the Bidding Documents, and in which are reflected all the changes requested in the "Memorandum annexed to the minutes of the meeting for more information " without materiel deviation, reservation, or omission.

41.3 A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the requirements as specified in Section VI; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Bank's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

41.4 A proposal of the second stage containing technical or commercial alternatives not shown in the offer of the first stage will be treated as non-compliant.

41.5 If a Second Stage bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Bank and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

41.6 Provided that a Second Stage bid is substantially responsive, the Bank may waive any quantifiable nonconformities in the bid that do not constitute a material deviation, reservation or omission.

41.7 Provided that a Second Stage bid is substantially responsive, the Bank may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Second Stage bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

41.8 Provided that a Second Stage bid is substantially responsive, the Bank shall rectify quantifiable nonmaterial nonconformities related to the Second Stage Bid Price. To this effect, the Second Stage Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the non-conforming item or component. The adjustment shall be made using the methodology indicated in Section III, Evaluation and Qualification Criteria.

J. Second Stage Bids Evaluation and Comparison

42. Correction of Arithmetical Errors

42.1 Provided that the Second Stage bid is substantially responsive, the Bank shall correct arithmetical errors as indicated in Section III, Evaluation and Qualification Criteria.

42.2 If a bid is substantially responsive, the Bank shall correct arithmetical errors on the following basis:

a) If there is a discrepancy between a total price calculated by adding the amounts in a column of the decomposition of a price and the amount indicated for the offer price, the first mentioned shall prevail and the total price shall be corrected;

b) If there is a contradiction between the fixed price for an item and the total lump sum obtained by adding the partial lump-sum price, fixed price for the item shall prevail and the total fixed price will be rectified, unless, if from the opinion of the Bank, the fixed price for the item is clearly incorrect, in which case the total package price quoted shall govern and the fixed price for the item will be rectified;

c) If the total obtained by addition or subtraction of subtotals is not accurate, the subtotals shall prevail and the total shall be corrected; and

d) If there is a discrepancy between the price indicated in words and figures, the amount in words shall prevail, unless the amount is related to an arithmetic error, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

42.3 If the Bidder that submitted the lowest evaluated Bid does not accept the correction, his bid will be rejected.

43. Conversion to Single Currency

43.1For evaluation and comparison purposes, the currency(ies) of the all bids shall be converted into a single currency as specified BDS.

44. Second Stage Bid Adjustments

44.1To evaluate a bid, the Bank uses all the criteria and methods defined below, to the exclusion of all other criteria and methods.

Technical evaluation:

44.2The Bank will conduct an evaluation of the bids of the second stage that have not been previously removed in order to:

a) determine whether the technical aspects of basic technical offer acceptable changes or variant offering described in the "Memorandum annexed to the minutes of the meeting for further investigation" in accordance with ITB 25.1 has been properly treated and are in compliance with the requirements for the most part of the Bidding Documents.

b) Take into account any other factors defined in the BDS.

Financial evaluation:

44.3To evaluate a bid, the Bank will consider the following elements:

a) the bid price, excluding provisional sums and, where appropriate, the contingencies included in the price form;

b) price adjustment for correction of arithmetic errors in accordance with Article 42.1:

c) the price adjustments due to discounts offered in accordance with ITB 28.4;

d) adjustments in the quantification of minor discrepancies in the application of ITB 41.8;

e) by converting one currency amount from operations (a), (b) and (c) above, in accordance with Article 43 of the ITB;

f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria

44.4In the event that the price revision is provided for under ITB 28.5, the estimated effect of the price adjustment formulas in the GC and SC, applied during the period of execution of the Contract will not be taken into account in the evaluation of tenders.

44.5Unless otherwise specified in the BDS, no margin of domestic or regional preference will be given.

44.6 If the lowest Evaluated Bid is seriously unbalanced or front loaded or substantially below the Bank's estimates, the Bank may require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Bank may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Bank against financial loss in the event of default of the successful Bidder under the Contract.

45. Comparison of Second Stage Bids

45.1 Subject to **ITB** 43, the Bank shall compare all substantially responsive bids to determine the lowest evaluated bid.

46. Eligibility and Qualification of the Bidder

46.1The Bank shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying and eligibility criteria specified in Section III, Evaluation and Qualification Criteria.

46.2An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Bank shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

46.3 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Second Stage bid price.

47. Bank 's Right to Accept Any Bid, and to Reject Any or All Bids

47.1 The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities shall be promptly returned to the Bidders.

K. Award of Contract

48. Award Criteria

48.1 Subject to **ITB** 47.1, the Bank shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

49. Notification of Award

49.1 Prior to the expiration of the period of bid validity, 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.

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

49.3 Upon the expiration of conclusion of the debriefing period, the Bank will issue notification of award to the selected bidder. The summary of the contract award will also be published on the Bank's website.

49.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

49.5 At the same time, the Bank shall also notify all other Bidders of the results of the bidding, and shall publish on the Bank's website (www.afdb.org), the results identifying the bid and lot numbers and the following information: name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Bank for a debriefing seeking explanations on the grounds on which their bids were not selected. The Bank shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing within 7 days of receipt of the regret letter.

The notification letter must contain the following information:

a) name, address, telephone number, fax number and email address of the claimant;

b) the reference of the Bank's bidding;

c) a detailed statement of reasons for the protest and an explanation of how the claimant was injured; and

d) copies of relevant documentation to support the statement of the claimant.

e) The Bank will respond in writing, within seven (7) days of receipt of the request of the Bidder and to any Bidder that submitted an unsuccessful offer that, after notification of the results by the Bank, has made a motion to obtain information,.

f) Promptly upon notification, the Bank shall send the successful Bidder the Contract Agreement.

g) Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Bank.

h) Upon the successful Bidder's furnishing of the signed Contract Agreement and Performance Security pursuant to ITB 51, the Bank will discharge its Bid Security, pursuant to ITB 31.

50. **Performance Security**

50.1 Within twenty-eight (28) days of the receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 44.6, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Bank. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Bank.

50.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, or execution of the Bid-Securing Declaration. In that event the Bank may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Bank to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is : **ADB/RFP/CHGS/2020/0021**
ITB 1.1	The name of the bidding process is: **Supply, Installation, Configuration, Maintenance and Training for an Asset Management Tracking System** The identification number of the bidding process is: **ADB/RFP/CHGS/2020/0021** This tender will be conducted in two (02) stages: ✓ Under the first stage the bidder is invited to submit a technical proposal with no price consideration ✓ Under the second stage, after the evaluation of the first stage, eligible and qualified bidders will be invited to submit a revised technical proposal and a financial proposal.
ITB 4.1 (a)	A joint venture, consortium or association shall have a maximum of four (04) members.
ITB 4.4	**A list of debarred firms is available at** http://www.afdb.org/en/projects-and-operations/procurement/debarment-and-sanctions-procedures/
B. Clarifications of Bidding Document	
ITB 7.1	Request for clarification and/or request for change to the RFP shall be sent In writing: by electronic mail to: tender@afdb.org; Requests for clarifications should be received by the Bank no later than **19 November 2020 at 17h00 (local time Abidjan)**
ITB 7.4	A non-mandatory Pre-Bid conference shall take place. Date: **17th November 2020** Time: **10h00 (local time Abidjan, Cote d'Ivoire)** **Place: video conference**. You will be able to join the meeting with the following methods:

	Join Zoom Meeting https://afdb.zoom.us/j/98218484110?pwd=MkFzZU1ielFZSG05WHZpUTFtRDkyZz09 Meeting ID: 982 1848 4110 Password: 22264777 One tap mobile +33170372246,,98218484110#,,1#,22264777# France +33170379729,,98218484110#,,1#,22264777# France Dial by your location : Meeting ID: 982 1848 4110 Password: 22264777 Find your local number: https://afdb.zoom.us/u/abOwzj5stA Join by SIP 98218484110@zoomcrc.com Join by H.323 162.255.37.11 (US West) 162.255.36.11 (US East) 115.114.131.7 (India Mumbai) 115.114.115.7 (India Hyderabad) 213.19.144.110 (Amsterdam Netherlands) 213.244.140.110 (Germany) 103.122.166.55 (Australia) 149.137.40.110 (Singapore) 64.211.144.160 (Brazil) 69.174.57.160 (Canada) 207.226.132.110 (Japan) Meeting ID: 982 1848 4110 Password: 22264777 Join by Skype for Business https://afdb.zoom.us/skype/98218484110 For logistical arrangements, potential bidders should confirm their participation by sending an email to tender@afdb.org. **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#

C. Preparation of First Stage Technical Proposals	
ITB 10.1	**The language of proposals and all correspondence is**: **English.** This language will govern the contractual /legal relationship between the Bank and the Contractor. Considering the bilingual nature of the Bank (French and English), offers written in French can be accepted. However, Appendixes A and J (section VI) as well as the proposed contract shall be in English.
ITB 11.1 (f)	The Bidder must provide the following Documentary Evidence to establish the conformity of their proposals with the Bidding Document: ***(i)*** Completed Qualification Assessment Form (see page 37 of the RFP document) together with all relevant documents to ascertain eligibility) + register of commerce and articles of incorporation (company statutes) ***(ii)*** Appendix A – Statement of conformity (signed and completed) ***(iii)*** Appendix B (Completed and signed) ***(iv)*** Appendix C (signed and completed) ***(v)*** Appendix D (Completed and signed) ***(vi)*** Appendix E (signed and completed) if applicable ***(vii)*** Appendix F (Completed and signed) ***(viii)*** Appendix G (signed and completed) ***(ix)*** Appendix H (Completed and signed) + audited financial statements ***(x)*** Appendix I – Bid Securing Declaration Form (signed and completed) ***(xi)*** Appendix J (Completed and signed) ***(xii)*** A detail description of how the proposed system in accordance with the Bank's basic option is compliant with the component listed in the Terms of Reference. Any discrepancy should be highlighted, and the bidder shall describe how this deviation will impact the project implementation (in both a positive and negative way) the functionality of the system. **(xiii)** Alternative technical proposals in accordance with ITB 13. **(xiv)** Project implementation modalities. **(xv)** A description and quantities of the technical solution (systems, Applications, Databases, equipment) and proposed in accordance with the minimum requirement provided by the Bank (Requirements-Part 2, Section VI). At this stage only quantities and specifications are required with no mention of unit price. **(xvi)** The proposed Guarantee of the equipment. **(xvii)** Certificate of origin of the equipment or any other evidence that establishes their eligibility under the rules of the Bank.

ITB 11.1 (h)	The Bidder shall submit with its bid the following additional documents: ✓ identification documents of the bidder (articles of incorporation or registration of firm, Statutes, trade register or equivalent); ✓ Bid Security Declaration; ✓ A provisional timetable for the implementation; and ✓ A live presentation of their proposed solution.
ITB 13.1	Alternative technical proposals are permitted (see Terms of Reference). The bidder may recommend based on experience and best practices an alternative technical proposal by describing its methodology. The alternative proposal is optional. For each option, the bidder will provide the documentary evidence on how the proposal will meet the Bank's the requirements.
ITB 14.2	The bidder shall also include the manufacturer's authorization for the proposed equipment. If the bidder is the manufacturer, it will itself provide the requested document The bidder will also indicate manufacturer's commitment to supporting the bidder throughout the contract performance cycle. Moreover, in case of improved features or product/solution upgrade from a performance stand point the manufacturer / bidder will describe how these improvements could be reflected in the performance of this contract.
ITB 14.3	The Bidder is required to describe how maintenance of equipment will be conducted (through a local agent, via subcontracting or remotely). .
ITB 16.1	In addition to the original of the Bid, the number of copies is: **0**
ITB 16.2	The written confirmation of authorization to sign on behalf of the Bidder shall be a Power of Attorney of equivalent. In the case of Bids submitted by an existing or intended JVCA, an undertaking signed by all parties (i) stating that all parties shall be jointly and s liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA shall be provided.
D. Submission and Opening of First Stage Technical Proposals	
ITB 17.1	Bidders **shall** submit their bids electronically.
ITB 17.1(b)	For **First Stage Technical Proposal submission**, Bidders shall use the Bank's e-procurement platform: The link for electronic submission is : **https://eprocurement.afdb.org/irj/portal** **In order to submit a bid, Bidders must register using the link below:**

	https://eprocurement.afdb.org/sap/bc/webdynpro/sap/zsup_reg_submit# The deadline for submission of proposals is: Date: **1st December 2020** **Time: 12h00 (local time Abidjan, Côte d'Ivoire)**
ITB 18.1	For **First Stage Technical Proposal submission purposes** only, the Bank's procurement platform is : Date: **1st December 2020** **Time: 12h00 (local time Abidjan, Côte d'Ivoire)**
ITB 21.1	The electronic Bid opening procedures shall be: N/A
G. Preparation of Second Stage Bids	
ITB 26.1 (j)	The Bidder shall submit with its bid the following additional documents: During this Second Stage, the bidder is invited to submit its proposal in the form of a technical bid and a financial bid. The Second Stage Bid shall comprise the following: i) Letter of Second Stage Bid; ii) Completed Schedules, including price schedules completed in accordance of articles 27 and 28 of **ITB** iii) Bid Security or Bid-Securing Declaration, in accordance with **ITB** 31; iv) The Technical proposal including the related forms as listed in Section IV and/or indicated in the revised Terms of reference; v) The Qualification Forms updated if necessary; vi) Bidders are required to make a demo on the proposition solution vii) And quantitative estimate of installations carried out (as an Excel file and paper)
ITB 28.3	Adjustable prices are not allowed.
ITB 28.5	Price adjustment is not allowed.
ITB 29.1	The currency of the bid shall be either the USD or any another freely convertible currency.
ITB 30.1	The bid validity period shall be: **Hundred and Twenty (120)** days starting from the bid submission date.
ITB 31.1	- The Bidder shall furnish a Bid-Securing Declaration.

ITB 32.1	In addition to the original of the Bid, the number of copies required of the Second Stage Bid is: **0**
ITB 32.2	As indicated in BDS 16.2
H. Submission and Opening of Second Stage Bids	
ITB 33.1	Bidders **shall** submit their Second Stage bids electronically.
ITB 33.1 (b)	The Second Stage bidding submission procedures shall be: **Electronic**
ITB 34.1	For **the Second Stage Technical Proposal submission purposes** only, the Bank's procurement platform is : **https://eprocurement.afdb.org/irj/portal**
ITB 37.1	The bid opening shall take place at the above indicated address.
ITB 37.1	The electronic bid opening procedures shall be: **Not applicable.**
I. Second Stage Bids Evaluation and Comparison	
ITB 43.1	The currency used to convert all bid into single currency for evaluation and comparison purposes is the Unit of Account (UA) of the African Development Bank. The exchange rate is available on the Bank 's website: http://www.afdb.org/en/documents/financial-information/exchange-rates/ The reference date is the deadline for bid submission for the Second Stage.
ITB 43.2	A margin of domestic or regional preference **shall not** apply.
ITB 44.2 & 44.3	Proposals under the Second Stage will be evaluated using the criteria specified in Section III, Evaluation and Qualification Criteria.

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Bank shall use to evaluate bids and qualify Bidders. In accordance with ITB 22 and ITB 23 [First Stage Technical Proposals], and **ITB** 40 and **ITB** 45 [Second Stage Bids] no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

1. Qualification Assessment

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

PASS/FAIL CRITERIA	**Bidders Compliance Requirements**				**Bidders Response**		**Comments / Evidence provided**
	Single Entity	**Joint venture and any other form of partnership (JV)**			**Yes**	**No**	
		All partners combined	**Each partner**	**At least one partner**			
STATEMENT OF CONFORMITY AND BID SUBMISSION FORM	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity and bid submission form in the format provided. A power of attorney shall be attached, if applicable.							

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
The bidder shall sign and return the documents in the format provided for a PASS.							
ELIGIBILITY CRITERIA	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
The bidder is from a member country of the Bank. If yes, provide evidence, such as, articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.							
The goods and services offered are produced in a member country of the Bank. If yes, provide evidence, such as, operating license, information on origin of goods and services.							
The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS.							
The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by							

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation.							
The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.							
The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?							
The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.							
The bidder has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.							
The bidder has been debarred or cross-debarred by the Bank based on corrupt,							

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
fraudulent, collusive, coercive and obstructive practices.							
The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.							
The bidder shall not be subject to any of the situations above for a PASS							
JV (if applicable)	N/A	Existing or intended JV must meet requirement	Must meet requirement	N/A			
The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.							
The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract. Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.							
The bidder shall provide a JV agreement or letter of intent to form a legally enforceable JV and draft agreement, contact details of the authorized representative of the JV and power attorney for a PASS.							

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
FINANCIAL STANDING	See below						
The bidder has a minimum turnover of at least **USD 1,000,000 equivalent** for the last three years **2017, 2018, 2019** or latest. The bidder can demonstrate sound financial performance?	Must meet requirement	Existing or intended JV must meet requirement	Must meet at least 20% of the requirement	Must meet 40% of the 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 [2017, 2018, 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 last three years **2017, 2018, 2019** or latest							

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments? If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources.	Must meet requirement	Existing or intended JV must meet requirement	N/A	Must meet requirement			
The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS.							
GENERAL AND SPECIFIC EXPERIENCE	See below						
The bidder has been in business for the past five (5) years? If yes, provide evidence, such as, information on the bidder's company (description, including a short history, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business).	Must meet requirement	Existing or intended JV must meet requirement	N/A	Must meet requirement			

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
The bidder has experience in at least **two (02)** similar contracts in Asset/Inventory management and/or implementation of Asset management solution, as a prime contractor within the last [seven (7)] years, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP. If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 7 years.	Must meet requirement	Existing or intended JV must meet requirement	N/A	Must meet requirement			
The bidder shall have been in business for the last three (3) years and has the experience and capability to provide the goods and services required for a PASS.							
HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
The bidder has had a contract(s) terminated in the **last three (3)** year for unsatisfactory performance or default.							

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
Bidders shall complete the litigation history form.							
The bidder is involved in litigation that represents more than 50% percent of the bidder's net worth. Bidders shall complete the litigation history form.							
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.							
CONFLICT OF INTEREST	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.							
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	Must meet requirement	N/A			
Reseller Agreement Or Annual qualification							

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
Or Sales Certification Or partnership Status The bidder's local partner (if applicable) shall also provide on the above-mentioned document							
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)							

2. Evaluation Criteria and Methodology

The evaluation of proposals will be done in two stages.

2.1 Evaluation for the First Stage

1. The evaluation will be based on an assessment of technical proposals.

2. The evaluation process will be conducted to determine whether the proposals received under the RFP meet the qualification criteria (**as per Point 1 above - Qualification Assessment**)

3. Before performing the detailed technical evaluation of bids, the Technical Evaluation Committee will check that each bidder meets all the qualification criteria listed in the above section. Furthermore, eligibility of the bids will be assessed against the below pass/fail criteria.

		YES	NO
1.	Proposal received before the bid closing deadline		
2.	Certificate of origin of the equipment or any other evidence that establishes their eligibility under the rules of the Bank		
3.	Bid Securing Declaration completed and signed (appendix I)		
4.	Bid validity period of at least 120 days		

Proposals found to meet the qualification criteria will be selected for the next step. Other proposals will be rejected.

4. Technical Evaluation Criteria (70%)

The technical proposals received in the first stage will be evaluated according to the criteria listed below following the qualification assessment. In evaluating the performance against the below set criteria, the Bank will consider the bidders' technical proposal and response to clarification provided during the demonstration of the proposed solution or clarification meetings.

	CRITERIA	WEIGHT
1.	Project Risk Management (Comprehensive identification of project risk areas and reasonableness of proposed mitigation plan/actions, stating the risk implications and interdependencies of the proposed implementation methodology.	**05**
2.	A description and quantities of the technical solution (systems, Applications, Database, equipment) proposed in accordance with the minimum requirement provided by the Bank (Requirements-Part 2, Section VI). At this stage only quantities are required with no mention of unit price.	**15**
3.	Completed Annex A to the TOR (Functionalities of the solution) and Annex B to the TOR (Security requirements)	**10**
4.	A detail description of how the proposed system is compliant with the component listed in the Terms of Reference. Any discrepancy should be highlighted, and the bidder shall describe how this deviation will impact the project implementation (in both a positive and negative way) the functionality of the system.	**15**
5.	**Experience of the firm with similar projects** 1- 2 projects (3 points), 3 - 4 projects (5 points) and 5 projects or more (10 points)	**10**
6.	Qualification and quality of proposed key personnel. The minimum required qualification are as follows: - Bachelor and/or Master in Finance, Computer Science with a minimum of five years' experience in the implementation of similar services - [**05 points**] - Lead Project Manager with a minimum of 10 years of relevant experience in project management and finance with significant experience in large organizations - [**08 points**] - The above shall be fluent in English/ French language and have a working knowledge of either language - [**02 points**] Bidders should propose number of staff and experts based on their implementation plan.	**15**
7.	Description of how the bidder intends to incorporate environmental and social considerations if awarded the contract.	**05**
8.	Description and coherence of proposed work program with regards to: - Project methodology/life cycle and road map for implementation of the solution and a detailed schedule of deliverables – including specific target deadlines - from the installation through the effective deployment of the desired Solution– [**05 points**] - Proposed planning and performance indicators including milestones expected to be achieved as per your proposed roadmap from installation, customization, integration, and final deployment of the solution – [**05 points**] - Team and general resource organization set to implement the contract (Resources must be identified by skill set along with duties and responsibilities in the project assignments) – [**05 points**] - Quality of the Training program content of the training for technical and non-technical staff for knowledge transfer both on the functional and technical aspects (contents of the training, suitability of knowledge transfer…) - [**05 points**] Integration and certification of compliance of the software with SAP - [**05 points**]	**25**
	TOTAL	**100**

(i) Demo Evaluation (weight in final technical score = 30%)

In order to confirm the results of the technical evaluations, the Bank requires that only substantially responsive Bidders attend a live demonstration to the Bank's through Videoconference to present their proposed solution at the cost of the Bidder. The purpose of the presentation is firstly to show the interface and the environment of the Software and secondly to emphasize on technical requirements or prerequisites.

Only bidders that (i) obtained the minimum score of 70 points or higher during the first step, (ii) were allow to submit an updated technical and financial proposals for the second stage, and (iii) are found responsive shall be invited for live demonstration on how they intend to implement the system. Live demonstration will account for 100%. The mode of demonstration is remote. The demonstration will cover the following:

Demo Evaluation Criteria	Max Points
Requirements: Ability of the software to be configured to match the requirements and integration with SAP	25
Customization: Ability of the software to be customized to accept the specific process/needs of the Bank related to SAP	15
Inbound and outbound Interface: ability of the software to generate data and feed other systems and to receive data and messages from these systems (incl. Excel) in various formats	10
Software development languages, and database technical specifications	10
User-friendliness of the application	10
Traceability of the transactions and audit trail based	5
Security and User access management	10
Reporting tools: - Ability to generate standard reports - Ability to generate customized / adhoc key reports and statistics dashboard in various formats (pdf, spreadsheet, txt, graphs, etc.) for decision-making.	10
Ability to accept the use of mobile devices to remotely access the software	5
Total	**100**

The final technical score shall be calculated as follows:

Final Technical Score = 60% x Technical score + 40% x Demo score. Bidders shall obtain a minimum of 70 points ("Qualifying Technical Score") following evaluation of technical proposals to be considered for financial evaluation. Bidders obtaining less than the Qualifying Technical Score shall be rejected.

Only bidders that obtain the minimum Final Technical Score of 70 points or higher will be allowed to submit an updated technical and financial proposals for the second stage.

2.2 Evaluation for the Second Stage

This evaluation will be based on the criteria listed in ITB 44.2 and ITB 44.3.

2.2.1 Technical Evaluation:

The Bank will evaluate the bids to determine whether the technical proposals are in compliance with the requirements, hence are substantially responsive. After the preliminary examination, the Bank will proceed to assess the responsiveness of the bid based on the contents of the bid, as defined in ITB 26.1.

(ii) Responsiveness of the bid (Verification with respect ITB 26.1)

	Compliance Criteria	YES/NO	Comments
a)	Letter of Second Stage Bid;		
b)	Completed Schedules, including price schedules completed in accordance of articles 27 and 28 of **ITB ;**		
c)	Bid Security or Bid-Securing Declaration, in accordance with **ITB** 31		
d)	Written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with **ITB** 32.2;		
e)	Updated First Stage technical proposal, comprising any modifications required to the First Stage technical proposal as recorded in the Memorandum entitled "Changes Required Pursuant to First Stage Examination";		
f)	Documentary evidence in accordance with **ITB** 15.1, establishing the eligibility of any additional or varied Solution offered by the Bidder and not included in the First Stage technical proposal;		
g)	Documentary evidence regarding any changes that may have occurred between the time of submitting the First Stage technical proposals and the Second Stage bids that may have any material effect on the Bidder's qualifications to perform the Contract;		
h)	Documentary evidence establishing the conformity of any additional or varied facilities to be supplied and installed by the Bidder, in accordance with the Memorandum entitled "Changes Required Pursuant to First Stage Examination";		
i)	If the Bidder proposes to engage any Subcontractors additional to or different from those named in its First		

	Compliance Criteria	YES/NO	Comments
	Stage technical proposal for major items of supply or services, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Bank for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.		
j)	The technical solution and the software is identical to the one offered during the first stage without changes or amendment.		
	Conclusion: Is the bid responsive?		

Only responsive bids shall be considered for financial evaluation.

2.3 <u>Financial Evaluation:</u>

For the purpose of the financial assessment, the Bank will consider the bid price, price adjustments for correction of arithmetic errors then compare all substantially responsive to determine the lowest evaluated bid.

2.4 Post-qualification/Due Diligence

2.4.1 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

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

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

2.5 Award of Contract

The Bank will award the contract to the bidder whose offer has been determined to be the lowest evaluated bid at the conclusion of the second stage and is substantially responsive to the Bidding Document, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Bank may carry out a due diligence process on the selected bidder prior to the contract award execution.

Section IV. Bidding Forms

(To be included in the Proposal of the First Stage)

Appendix A

STATEMENT OF CONFORMITY

To the African Development Bank

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

(a) We have examined the Request for Proposal (RFP) No **ADB/RFP/CHGS/2020/0021**and have no reservation to the RFP including addendum issued;
(b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;
(c) We offer to provide the goods and services in conformity with the RFP;
(d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract;
(e) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;
(g) We understand that the Bank's policy requires bidders and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;
(h) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;
(i) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
(j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;
(k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

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

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

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

Name

In the capacity of

Signed

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

Appendix B

RFP Reference**: ADB/RFP/CHGS/2020/0021**

Method Statement

Bidders should describe the methodology for the performance of the contract

Description of a methodology for the provision of the solution	
Description of the technical architecture which depicts both logical and physical architecture, including specifications of hardware, operating system, network connectivity, application software, database, equipment and user interface and security mechanisms	
Indicate quantities of the technical solution (systems, Applications, Databases) and proposed in accordance with the minimum requirement provided by the Bank (see Requirement). At this stage only quantities are required with no mention of unit price.	
Project implementation Plan, including at least (project team structure, roles and responsibilities, communication plan, Gant Chart with all activities and milestones, approaches for managing changes, training plan etc..	
Proposed maintenance schedule covering for hardware, software, including type of support	

Manufacturer's Authorization

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid Submission
Invitation for Bid No.: **ADB/RFP/CHGS/2020/0021**

To: [insert complete name of Bank]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 5.2 of the General Conditions, with respect to the goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Manufacturer]

Dated on _____ day of _____, _____ [insert date of signing]

Appendix D
RFP Reference: **ADB/RFP/CHGS/2020/0021**

BIDDER INFORMATION SHEET

1. Bidder's Legal Name:
2. In case of joint venture or any other form of partnership (JV), legal name of each party:
3. Bidder's actual or intended Country of Registration, Constitution or Incorporation:
4. Bidder's actual or intended Year of Registration, Constitution or Incorporation:
5. Bidder's legal address in Country of Registration, Constitution or Incorporation:
6. Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: ☐ Articles of Incorporation or Registration of firm named and information on the capital structure. ☐ In case of JV, letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement ☐ In case of government owned entity from the Bank's member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law. ☐ Organizational chart of the company and list of current staff

Appendix E
RFP Reference: **ADB/RFP/CHGS/2020/0021**

PARTY TO JOINT VENTURE INFORMATION SHEET

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

Appendix F

LITIGATION HISTORY

Name of Bidder: RFP Reference: **ADB/RFP/CHGS/2020/0021**

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

Non-Performing Contracts – contracts terminated in the past **three (3) years** for unsatisfactory performance or default			
□□□Contract non-performance did not occur during the stipulated period □□□Contract non-performance during the stipulated period			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US$ equivalent)
		Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination:	
		Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination:	
Pending Litigation			
□□□No pending litigation □ Pending litigation			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US$ equivalent)
_____	_____	Name of Purchaser: Contract description: Address of Purchaser: Contract award date: Matter in dispute:	_____
_____	_____	Name of Purchaser: Contract description: Address of Purchaser: Contract award date: Matter in dispute:	_____

(To be included in the Proposal of the First Stage)

Appendix G

CONFLICT OF INTEREST DISCLOSURE FORM	
Name of Bidder:	RFP Reference: **ADB/RFP/CHGS/2020/0021**

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.

	Bidders Response		Comments /Information provided
	Yes	No	
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:

(To be included in the Proposal of the First Stage)

Appendix H
RFP Reference: **ADB/RFP/CHGS/2020/0021**

AVERAGE ANNUAL TURNOVER AND FINANCIAL CAPACITY

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

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

Financial Information (Euros)	**Historical information for the previous three (3) years (most recent to oldest in Euros equivalent**		
	Year 2019	**Year 2018**	**Year 2017**
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Average Annual turnover		
Year	Amount and Currency	US$ equivalent
*Average Annual Construction Turnover		
Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria, Sub-Factor 2.3.2		

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(To be included in the Proposal of the First Stage)

Appendix I
RFP Reference: **ADB/RFP/CHGS/2020/0021**

Financial Resources

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

Source of financing	Amount (US$ equivalent)
1.	
2.	
3.	
4.	

Appendix J

Form of Bid-Securing Declaration

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

Bid No.: **ADB/RFP/CHGS/2020/0021**

To: The African Development Bank

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 African Development Bank for a **period of three years** starting from the date of bid submission, 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 Bank 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, in accordance with **ITB** 38.

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 authorised 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)

Appendix K
RFP Reference: **ADB/RFP/CHGS/2020/0021**

Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

Name of Bidder

Position*		
Personnel information	**Name***	**Date of birth**
	Professional qualifications	
Present employment	**Name of employer**	
	Address of employer	
	Telephone	**Contact (manager / personnel officer)**
	Fax	**E-mail**
	Job title	**Years with present employer**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company / Project / Position / Relevant technical and management experience

(To be included in the Proposal of the First Stage)

Appendix K1
RFP Reference: **ADB/RFP/CHGS/2020/0021**

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form below, for each candidate.

1.	**Title of position***
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name

Appendix L
RFP Reference: **ADB/RFP/CHGS/2020/0021**

List of proposed Subcontractors

Major Items of the Solution	Approved Subcontractors/Manufacturers	Nationality

Appendix M
RFP Reference: **ADB/RFP/CHGS/2020/0021**

Functional Guarantees of the Proposed Facilities

The Bidder shall copy in the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Bank in Sub-Factor 1.7 (c) of Section III, Evaluation and Qualification Criteria, and in the right column, provide the corresponding value for each functional guarantee of the proposed plant and equipment.

Functional Guarantee [as required by the Bank in Section III]	Functional Guarantee value offered by the Bidder
1. Two (2) years	
2.	
3.	
…	

Appendix A

BID SUBMISSION FORM

To the African Development Bank

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No **ADB/RFP/CHGS/2020/0021** and have no reservation to the RFP including addendum issued;
(b) We offer to provide the goods and services in the amount indicated in the Price Schedule form included in our proposal;
(c) If provided in the RFP, the prices quoted shall remain fixed for the duration of the contract;
(d) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name In the capacity of

Signed

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

Dated on

Appendix B

Letter of Bid

To: _____

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No **ADB/RFP/CHGS/2020/0021**and have no reservation to the RFP including Addenda issued in accordance with Instructions to Bidders (ITB) 6

(b) We are committed to offer to design, manufacture, test and deliver, in conformity with the Bidding Document, the following :_____

(c) The price of our Bid, excluding any discounts offered in item (d) below is the sum of: [amount of foreign currency in words], [amount in figures], **and** [amount of local currency in words], [amount in figures]

(d) The discounts offered and the methodology for their application are: _____
_____
_____
_____
_____;

(e) Our bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with **ITB** 46 and **GC** for the due performance of the Contract;

(g) We, including any subcontractors or manufacturers for any part of the contract , have or will have nationalities from eligible countries, in accordance with ITB 1;

(h) We, including any subcontractors or manufacturers for any part of the contract, do not have any conflict of interest in accordance with ITB 3;

(i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB4.3, other than alternative bids submitted in accordance with ITB13;

(j) We, including any of our subcontractors have not been declared ineligible by the Bank;

(a) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(b) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____

(To be included in the Proposal of the Second Stage)

Appendix C

PRICE SCHEDULE FORM (will be further specified during the Second Stage of the bidding process)

I. PRICE OF EQUIPMENT AND SOFTWARE

Item	Description	Qty.	Price (USD) Net of Taxes		Country of origin
			Unit price	Total Price	
1.	Solution (perpetual license for **20 named users**)				
2.	Installation, integration and programming				
3.	Training (technical and functional for **10 people people**)				
4.	Insert name of equipment				
5.	…..				
6.	…..				
7.	…..				
8.	…..				
9.	Support & maintenance after Warranty-: year 1				
10.	Support & maintenance after Warranty-: year 2				
11.	Support & maintenance after Warranty-: year 3				
12.	Support & maintenance after Warranty-: year 4				
13.	Support & maintenance after Warranty-: year 5				
14.	…..				
15.	…..				
GRAND TOTAL (excluding VAT)					

Please indicated any warranty offered

Payment schedule

N°	Description		Amount
1	Solution (perpetual license for **20 named users**) including equipment	To be paid upon delivery and successful implementation, tests and acceptance of the system by the user department	
2	Installation, implementation, and tests		
3	On-site Training (technical and functional aspects) for **10 people**	To be paid upon completion of training	
4	Warranty (minimum one year, please indicate the coverage of the warranty)	To be paid after live run of the system	
5	Support & maintenance 2nd year	To be paid on the second anniversary	
6	Support & maintenance 3rd year	To be paid on the third anniversary	
7	Support & maintenance 4th year	To be paid on the fourth anniversary	
8	Support & maintenance 5th year	To be paid on the fifth anniversary	
9	Support & maintenance after Warranty-: year 6		
10	Annual Local support (if applicable)	To be paid on the anniversary	
GRAND TOTAL			

ALTERNATIVE (LUMPSUM PRICING)

Item	Service	All-inclusive Fixed and Firm Price per year
1	Supply of the solution	
	Breakdown of services	
	Breakdown of services	
	Breakdown of services	
	Breakdown of services	

Section V. Eligible Countries

List of Member Countries of the Bank:

REGIONAL COUNTRIES			
1. **Algeria***	2. **Angola***	3. Benin	4. Botswana
5. **Burkina Faso***	**6. Burundi***	7. **Cameroon***	8. Cape Verde
9. Central African Rep. *	10. **Chad***	11. Comoros	12. Congo
13. **Côte d'Ivoire (HQ)**	14. **Democratic Rep of Congo***	15. Djibouti	16. **Egypt***
17. Equatorial Guinea	18. Eritrea	19. **Ethiopia***	20. **Gabon***
21. Gambia	22. **Ghana***	23. Guinea	24. **Guinea Bissau****
25. **Kenya***	26. Lesotho	**27. Liberia***	28. Libya
29. **Madagascar***	30. Malawi	31. **Mali***	32. Mauritania
33. **Mauritius ****	34. **Morocco***	35. **Mozambique***	36. Namibia
37. Niger	38. **Nigeria***	39. **Republic of South Africa***	40. **Rwanda***
41. **Sao Tome & Principe****	42. **Senegal***	43. Seychelles	44. **Sierra Leone***
45. Somalia	46. **Sudan***	47. Swaziland	48. **Tanzania***
49. Togo*	50. **Tunisia (TRA)**	51. **Uganda***	52. **Zambia***
53. **Zimbabwe***	**54. South Sudan***		
NON REGIONAL COUNTRIES			
1. Argentina	2. Austria	3. Belgium	4. Brazil
5. Canada	6. China	7. Denmark	8. Finland
9. France	10. Germany	11. India	12. Italy
13. **Japan***	14. Korea	15. Kuwait	16. Netherlands
17. Norway	18. Portugal	19. Saudi Arabia	20. Spain
21. Sweden	22. Switzerland	23. United Kingdom	24. United States of America
25 Turkey	26. Luxemburg		

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:

- it has its registered office or has its principal place of business in a country that is a member of the Bank;
- its legal existence is recognized and is in accordance with the laws of a country that is a member of the Bank; and
- the majority of its capital is held by nationals from a country that is a member of the Bank or, if the Business has no capital, more than half of the value of the members' contributions to the Business has been contributed by nationals from a country that is a member of the Bank.

3.3 In order to be eligible:

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

PART 2

SECTION VI

Requirements/Terms of Reference/Specifications

Terms of Reference (TOR)
For acquisition of an ASSET TRACKING DIGITAL SOLUTION
Abidjan, Côte d'Ivoire

1. INTRODUCTION

The African Development Bank (AfDB) is a financial institution which leads development. The African Development Bank Group (AfDB) is a regional, multilateral development, finance institution established in 1963 with a mandate to further the economic development and social progress of African countries, individually and collectively. The Bank has approximately 2500 staff members, who have been recruited from a wide geographic area only limited by membership in the Bank. In addition to Headquarter buildings in Abidjan, there are also 38 Regional offices in different countries in Africa. The Bank also co-operates with a large network of international development partners. There are currently 80 different nationalities from Africa, Asia, Europe and the Americas represented within the Bank making the institution multicultural in every sense of the word. The Bank has two official languages: English and French. It co-operates with a large network of international development partners.

2. BACKGROUND

2.1 The Bank currently uses over 80,000 Non-IT and IT Assets. Asset management, inventory, monitoring and control have been and still are challenging and problematic for management and support. Various audit reports have been conducted and recommendations have been made to master all the transactions related to the Bank's asset life cycle, movements, status, physical existence, etc.

2.2 The Bank is looking for a digital enterprise solution which will allow Non-IT and IT Assets specialists, managers, administrators to manage, support, monitor and control an existing and ever-growing number of equipment, goods, and high-profile devices. Audit reports have shown that of over 80,000 assets, there are about 5,000 which cannot be accounted for.

2.3 For this reason, the Bank is proposing to procure suitable software and hardware to support their requirements, together with the assistance of a supplier (i.e. a partnership) to help and accompany the Bank in leveraging the solution through a sound implementation approach. The solution should cover the entire life cycle of the assets, from procurement to retirement, and should reinforce the policy, rules and procedures within the Bank.

3. CONTEXT

3.1 Statement of the problem

3.1.1 Currently, it is impossible for the Bank to control in real time the location and inventory of its assets, both in the Headquarters in Abidjan and across all its Country offices. Currently, it is not known whether the inventory of assets is complete or up to date. Additionally, there is no monitoring and it is not possible to provide reports. Various audit reports have been conducted and recommended that the Bank should be able to master all the transactions related to the Bank's asset life cycle, movements, status, physical existence, etc. Therefore, as Asset management is a mission-critical component of the Bank's IT and General Services strategy, it is essential that a tool be implemented that will enable the Bank to be able to track and manage its resources more effectively and efficiently.

3.2 Business Objectives

3.2.1 The main objectives of the project are to acquire, implement, and provide training on and maintenance of a registrar & fund administration solution (thereafter "the Solution") which meets the following business goals:

3.2.2 The following are the procurement goals and objectives:

Goals	Objectives:
To improve Asset management in the Bank, including the inventory, monitoring and control of an existing and growing number of assets	1) Achieve a real-time, complete overview of all the Bank's fleet status, including procurement, allocation, disposal, life cycle, location and transactions 2) Reinforce Asset management policy, compliance, rules and procedure within the Bank 3) Reduce costs and risks inherent in the existing system

4. SOLUTION DESCRIPTION

4.1 Asset management is a mission-critical component of the Bank IT and General Services strategy, and, therefore, the purpose of the project is to procure a suitable digital asset tracking system for both the IT and non-IT assets of the Bank. The foreseen system would include tagging of all assets to enable them to be tracked and managed in real-time. The project is seeking not only a supplier of the hardware and software but also a partnership with the provider to help and accompany the Bank in leveraging the solution through a sound implementation approach and proven organizational adoption of the proposed tools.

4.2 The envisaged exercise in this step is to propose the technical architecture on Premise and Cloud (SaaS and D-SaaS) (HLD and LLD), the inherent licensing, the functional description of the architecture, the implementation plan and methodology, the technical resources allocated to the project, the Software and Mobile devices

Apps associated and any relevant information that could provide added value to your offer. The hardware element of the solution would provide tags to be put on all assets, different types of tags being used for different types of assets. E.g. the tag that can be put on a desk or chairs will not be the same as the type of tag that would be put on a mobile phone. Reader instruments to read the tags would also be purchased. GPS functionality should be incorporated into the tags / reader system. The idea here is that both hardware and software, if possible, are supplied by the same vendor (recommended) and can provide support to the Bank to implement the solution and maintain it in the years to come.

4.3 The software to be provided should support the following functions:

1) Digital Inventory and Inventory Management – Establish and maintain a permanent and accurate database of the Assets, accessible and updatable anytime and anywhere
2) Asset Policy Management – set asset attributes and restrictions to assert and enforce defined policies
3) Security Management – to protect access to and integrity of the assets
4) Monitoring and Reporting – Deliver real time and historical visibility of assets and their activities, transactions, lifecycles and costs
5) Service Management – monitoring and controlling connection services, objects used to manage assets, resulting expenses, etc.
6) Application Management – install, update and remove public and enterprise desktop and mobile applications (and integration with Z-ASSET, which is specific S/4 Hana application developed by the Bank).

4.4 The software solution should be integrated with the hardware, i.e. must be able to work with the provided hardware. For this reason, and also for risk mitigation, the Bank would prefer that the supplier of the tags and readers be the same supplier as that of the software that is integrated with them.

4.5 All goods should be supplied using DAP Incoterms 2010 (Delivery as Paid), Abidjan Headquarters, Avenue Joseph Anoma, Plateau.

5. TECHNICAL REQUIREMENTS (DESIGN, INSTALL, DELIVERY OF THE SOLUTION) AND IMPLEMENTION CAPABILITIES AND FEATURES

In this section, are described the expected capabilities and features of the solution that the Bank is looking to implement.

CAPABILITIES	DESCRIPTIONS	TASKS	FEATURES
Digital Inventory & Inventory Management	Establish and maintain a permanent and accurate database of the Assets, anytime and anywhere	- Identification - Location - Allocation and movement - Authentication - Tracking - Life Cycle monitoring	- *Smart inventory* - *Real time update* - *Smart recognition* - *Digital prints and signature* - *Directory integration*

CAPABILITIES	DESCRIPTIONS	TASKS	FEATURES
		- Disposal - Sign off and decommissioning of assets	- *Acceptable-use policy* - *Asset details* - *Change and real time status history* - *Remote location* - *Backup/restore*
Asset Policy Management	Get/set Asset attributes and restrictions to assert and enforce defined policies	- Define policies - Provision assets - Maintain policies - Enforce policies	- *Procurement process* - *Acceptance criteria* - *Group/location policies* - *Policy refresh* - *Compliance checks* - *Enforcement actions*
Security Management	Protect and access the integrity of assets	- Configure controls - Enforce controls - Check integrity - Detect compromise - Cross checking status	- *Digital prints and signatures* - *Smart physical labelling* - *Inactivity timeout* - *Location failure* - *Data protection* - *Asset data restrictions* - *Intrusions detection*
Monitoring and Reporting	Deliver real-time and historical visibility in assets and their activities, transactions, life cycle, costs	- Real-time status - Threshold and Alert notifications - Event logging - Assets location - Assets movements - Assets history - Assets status - Residual values generation	- *Automatic dashboard generation* - *Configurable dashboard* - *Request check-in* - *Bluetooth, RF, Wireless, GPS mapping/tracking* - *Canned/custom reports* - *Summary/details views* - *Residual value and Disposal status* - *Costs analysis*

Security Management	Protect and access the integrity of assets	- Configure controls - Enforce controls - Check integrity - Detect compromise - Cross checking status	- *Digital prints and signatures* - *Smart physical labelling* - *Inactivity timeout* - *Location failure* - *Data protection* - *Asset data restrictions* - *Intrusions detection*
Monitoring and Reporting	Deliver real-time and historical visibility in assets and their activities, transactions, life cycle, costs	- Real-time status - Threshold and Alert notifications - Event logging - Assets location - Assets movements - Assets history - Assets status - Residual values generation	- *Automatic dashboard generation* - *Configurable dashboard* - *Request check-in* - *Bluetooth, RF, Wireless, GPS mapping/tracking* - *Canned/custom reports* - *Summary/details views* - *Residual value and Disposal status* - *Costs analysis*
Service Management	Monitoring and controlling connections services, objects used to manage assets, resulting expenses	- Define and set connections types and objects - Defined and set budgets - Set and Configure connections tools - Monitor usage and expenses - Enforce limits	- *IOT, OT* - *3G/4G/5G data access* - *Cloud and Web based* - *Assets Roaming perimeters and restrictions* - *Usage analytics* - *Expense reporting*
Application Management	Install, update, and remove public and enterprise desktop and mobile ap-plications SAP Z-Asset integration	- Cloud and Web workspaces - Create application library - Set app policies - Install/update apps - Monitor app use - Disable/remove - SAP compliance	- *Desktop and Mobile Apps* - *SaaS* - *iOS, Android Apps* - *License management* - *Transparent updates* - *Whitelist enforcement*

			- *Application wrapping*
Document Management	Download, update and remove corporate documents, using encrypted container	- Create document library - Set documentation policies - Download/update - Monitor use - Disable/remove	- *File synchronization/backup* - *SharePoint integration* - *File sharing* - *Offline access* - *Security restrictions*

6. SCOPE OF THE SERVICES

As Asset management is a mission-critical component of the Bank IT and General Services strategy. We are not only seeking a supplier of the software and hardware systems but also a partnership with the selected provider to assist the Bank in leveraging the solution through a sound implementation approach and proven organizational adoption of the proposed tools. Based on this, the final scope will include the following:

1. Develop and propose an implementation methodology with roadmap/schedule with monitoring targets and risks towards the desired target Asset management system from the installation to the deployment and adoption;
2. Supply, install, configure, and maintain the end to end solution software and hardware;
3. Provide the implementation services of the solution as stated in the proposed roadmap (i) from installation, customization configuration, final deployment, and knowledge transfer of the solution system;
4. Define and state the risks involved in the implementation methodology with a mitigation plan;
5. Deliver training to the concerned staff for knowledge transfer both on the functional and technical aspects of the solution;
6. Deliver documentation of the solution from the installation, customization to deployment;
7. Edit and generate automatic and manual sound dashboard to management at any time when required;
8. Provide maintenance and support services for the solution including software version upgrade and hardware;
9. Provide support and assistance including both remote and local/onsite assistance for resolution of major technical problems or technical issues.

7. OUTPUTS - DELIVERABLES

At this stage of the project procurement, we are expecting from the solution provider the following deliverables:

a. Technical architecture on Premise and Cloud (SaaS and D-SaaS) (HLD and LLD)
b. Propose the architecture and solution which fit for purpose to him and according to our goals
c. The functional description of the architecture in production environment
d. The implementation plan and methodology
e. The technical resources allocated to the project
f. The Software and inherent licensing
g. Provide evidence of Mobile devices uses cases and Apps
h. Identify the proper and propose the right hardware readers to integrate with the application;
i. Identify and propose the "right access devices (RFID, IoT,…) to the right proposed hardware";
j. Propose the integration procedure if any and the solution to integrate the application with SAP S/4 HANA;
k. Show evidence of capability to integrate the application with SAP Z-Asset, the Bank's asset management specific application;
l. Provide samples of reports and required dashboards for the Bank Management;
m. Implement the standard operating procedures of the solution;
n. A comprehensive troubleshooting guide for fixing everyday incidents and problems on the system;
o. A comprehensive report detailing the completed implementation work.

8. USER INTERFACE

AfDB users will fall into several distinct groups with different responsibilities and focuses. The Solution will have a role-based interface designed to support the operations and interests of each user group. A group profile will limit system functionality and views to those operations and information that are relevant to each group.

9. FUNCTIONAL REQUIREMENTS OF THE SOLUTION

The proposed Solution should be around the key functional requirements as specified in Section of the RFP. Please complete the Questionnaire on the Functional Requirements of the Solution in to be included in the technical proposal **(Annex A to TOR). Bidders are requested to complete the Annex A and include it in their technical proposals.**

10. SECURITY REQUIREMENTS

The Bank has defined a set of Information Security requirements to ensure that the new services/products it acquires are secure. These requirements are **mandatory** and vendors are hereby informed that the Bank's Information Security Unit will verify that the security requirements listed in **(Annex B to TOR)** are met using a variety of information gathering methods including remote testing and onsite visits. **Bidders are requested to complete the Annex A and include it in their technical proposals.**

11. TECHNICAL ASSISTANCE AND SUPPORT

Technical assistance should be easily reachable (phone, email or client web portal) and provide prompt service. We expect technical assistance to be able to respond to technical issues (functionality, data downloading/uploading, etc...) and to provide reliable information on the methodology of implementation and the solution features. Assistance should also help to understand some of risk measures and/or sensitivity analysis.

12. SERVICE STANDARDS OR OTHER STANDARDS

Please Refer To Section VIII.

13. LIVE DEMONSTRATION

As part of the technical evaluation, qualified bidders will be required to carry out a live demonstration of the functionalities of the their proposed software on the basis of the Bank's specific requirements. The live demonstration will account for 40 % of the final technical evaluation score.

14. APPROACH AND METHODOLOGY AND PLAN FOR IMPLEMENTATION

The technical proposal should describe the proposed implementation process i.e. how the solution will be deployed, installed 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 (such as hardware, software, facilities, materials, and personnel), any site-specific implementation requirements etc.

The proposal must include at least the following phases and/or components (i) planning, (ii) review and validation of all documents and specifications of the solution; (iii) delivering and installing the solution (hardware and software) at agreed sites; (iv) testing and commissioning; (v) training Bank staff on using and administering the solution.

Component # 1: Planning / Design

The selected Bidder must provide (for validation by the Bank) its project team for conducting the assignment, a Project Plan including at least (project team structure, roles and responsibilities, communication plan, Gant Chart with all activities and milestones, approaches for managing changes, training plan etc.).

Component # 2: Solution architecture and specifications.

The selected Bidder must provide a clear technical architecture which depicts both logical and physical architecture, involving the related specifications of hardware, operating system, network connectivity, application software, database and user interface and security mechanisms etc...). Conversely, this solution architecture document should have at the minimum a description of the features that may be useful for the Bank to make best use the solution at its upmost capacity.

Component # 3: Approach for delivery and installation of the solution at decided sites

In collaboration with the Bank's Technical Team the selected Bidder will deliver, install and make operational the provided solution (hardware, software) at the sites decided by the Bank. At the end of the installation the Bidder must provide full technical documentation of the solution as designed and as installed.

Component # 4: Testing and commissioning Plan

Every piece of equipment of the solution must be tested by both the Bidder and the Bank to ensure that the solution runs as required.

The Bidder must provide a detailed test plan and commission plan including script to conduct the test exercise. The script will be an electronic document containing test procedures that articulate the process and outcome. It should contain check boxes for each test with space and test results. This will become a powerful tool for the Bank's IT staff to utilize in order to proactively prevent future system failures and bugs.

Component # 5: Training Plan

The selected Bidder must provide the training plan for the usage and administration of all the components (applications, databases, security, equipment, etc.) of the provided solution. The proposal should also indicate the capacity of the firm to conduct training sessions for the Bank's staff 10 people and should provide details on how such training will be carried out.

Component # 6: Maintenance and Support

Proposed maintenance service level agreement for five year (after 1st year warranty) covering existing and new installations for hardware, software, including type of support, timetable for revisions, minimum and maximum time for support reaction in case of problems

15. KEY PERFORMANCE INDICATORS

The following key performance measures will be used to gauge the project's business outcomes for key processes and services.

Key processes/services	Performance Measures

System application	Must be able to capture and manage a minimum of 80,000 assets, of all kinds
	Application must be available and readable on desktops, laptops, mobiles and tablets
	Application must be fully integrated with the SAP module Z-ASSET for asset management
Hardware	Availability of an application to monitor the platform on desktop, laptops, mobile and tablets
	Availability of an application to monitor and control equipment status, sending notifications, alerts on laptops, desktops, mobiles and tablets
	Platform availability of 99.9% required
Maintenance	Response times for correction of any defects in the hardware or software must be within 2 hours
Knowledge transfer and training	All users of the system must receive adequate training to be able to use the system without help from the supplier

16. EXPERTISE AND TOOLS REQUIRED AND LEVEL OF EFFORT

To successfully fulfil its mission, the Bidder should have a team comprised of highly qualified experts with long-standing and sound and proof experienced implementation and commissioning projects. The team must include qualified appropriate experts (i.e., Project Manager, IT Security) to undertake this assignment.

17. RESPONSIBILITIES OF THE BANK

17.1 The project owner is the IT Department acting through the Bank's Technical Team. A staff member from that Department will be appointed to liaise with the Bidder and facilitate access to information required for the conduct of the assignment.

17.2 It is important that key stakeholders are fully involved in the commissioning exercise. In Addition to Project Leader, the Bank's Technical Team will include of the following: (i) representatives from the IT Department; (ii) representatives from the Security Unit; (iii) representatives from Business Continuity Unit.

17.3 The solution provider will ensure that these stakeholders work in a coordinated fashion in order to deliver a successful project. The Bidder will lead the process and the Project Owner and the Technical Team will participate in the installation, testing and commissioning of the solution.

17.4 The Bank will provide, at the request of the Bidder, any document (not classified as confidential) and necessary for the implementation of the project. The Bank will assist, to the extent possible, in gathering other necessary information not in its possession but necessary for the success of the project. All documents provided by the Bank must be treated with due confidentiality and returned upon completion of the assignment.

17.5 Facilities and Exemptions: In accordance with Article 57 of the Agreement establishing the Bank and Article 13 Section V of the Headquarters Agreements, the Bank, its property, other assets, income as well as its operations and transactions shall be exempt from all taxation and all customs duties. This exemption shall apply in particular, but without limitation, to: (i) direct taxes and any other indirect taxes and duties, including VAT, and (ii) all customs duties and other levies, prohibitions and restrictions on imports and exports in respect of all articles imported or exported by the Bank for official purposes, etc. The fees for this operation shall be exempt from all taxes in force in Côte d'Ivoire.

18. RESPONSIBILITIES OF THE BIDDER

18.1 Rendering of the Services: The services of the Bidder shall be provided in accordance with these Terms of Reference and the final contract, draft of which will be provided during the Second Stage.

18.2 Installation: The Bank shall not cover any of the Bidder's installation costs (office, furniture and other logistics) for the assignment.

18.3 Staff: The Bidder shall be responsible for putting together its team of experts. Nonetheless, it shall submit to the Bank the list of names of the expert(s) expected to carry out the assignment, as well as their respective curriculum vitae. It shall not subsequently modify the composition of this team without prior approval by the Bank.

18.4 Fees: The fees shall be paid to the Bidder based on the contract tied with the submissions as given above. The fee shall cover the salaries and wages of the staff and sub-consultants assigned to the study, travel and living expenses, the publication and dispatch of documents and equipment, drawing and measuring equipment, computer and other equipment, and other costs such as payment for the services of the local control agency, etc.

18.5 Other Expenses: The Bidder shall bear the cost of any other expenses or equipment not mentioned in the present Terms of Reference, but which may be required for the proper performance of the services requested

19. DISASTER RECOVERY

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

20. TERMS AND ABBREVIATIONS

ADB /AfDB: 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).
GPS: Global Positioning System
RF: Radio Frequency
IOT: Internet Of Things
SaaS: Software As A Service
D-SaaS: Dedicated SaaS
HLD: High Level Design
LLD: Low Level Design
RFID: Radio Frequency Identification

Annex A to the TOR

FUNCTIONALITIES OF THE SOLUTION

1. Instructions and Evaluation

The Functionalities Questionnaire below must be fully completed and submitted (hard copy and editable version) with the technical proposal.

The "Required or Desired" column represents whether a feature is a business requirement (Required), or if it is a feature that either will be used sparingly or may not be utilized/configured until a future date (Desired). Please identify and describe where necessary the levels of support as: Full Support, Partial Support and No Support. You may also provide detail to other support levels if desired

Responses to the questionnaire received shall then be reviewed and each key requirement evaluated using the following scale:

Level of Support		**Level Score**
(1) **Fully Supported**	The function is supported as a standard/configurable feature within the package.	**100%**
(2) **Partially Supported**	The desired function is available in a separate optional package or could be made available through the development of a new component or application, or only some of the features listed are fully supported. Please explain and specify associated costs for full support, where applicable.	**50%**
(3) **No Support**	The desired function is not within the scope of the package and there is no practical way to provide it.	**0%**

2. Functional Requirement Questionnaire

(a) Functionality				
Requirement / Questions	**Required (R) or Desired (D)**	**Vendor Support Level (1,2,3)**	**Vendor Support Level Detail**	**Comment**
1. Digital inventory & Inventory Management				
• Smart inventory	R			
• Real time update	R			
• Smart recognition	R			
• Digital prints and signature	R			
• Directory integration	R			
• Acceptable-use policy	R			
• Asset details	R			
• Change and real time status history	R			
• Remote location	R			

(a) Functionality				
Requirement / Questions	**Required (R) or Desired (D)**	**Vendor Support Level (1,2,3)**	**Vendor Support Level Detail**	**Comment**
• Backup/restore	R			
2. Asset Policy Management • Procurement process • Acceptance criteria • Group/location policies • Policy refresh • Compliance checks • Enforcement actions	R R R R R R R R			
3. Security management • Digital prints and signatures • Smart physical labelling • Inactivity timeout • Location failure • Data protection • Asset data restrictions • Intrusions detection	R R R R R R R R			
4. Monitoring and Reporting • Automatic dashboard generation • Configurable dashboard • Request check-in • Bluetooth, RF, Wireless, GPS mapping/tracking • Canned/custom reports • Summary/details views • Residual value and disposal status • Cost analysis	R R R R R R R R R R R			
5. Service Management • IOT, OT • 3G/4G/5G data access • Cloud and web based • Assets Roaming perimeters and restrictions • Usage analytics • Expense reporting	R R R R R R R R			
6. Application Management • Desktop and mobile Apps • SaaS • iOS, Android Apps	R R R			

(a) Functionality				
Requirement / Questions	**Required (R) or Desired (D)**	**Vendor Support Level (1,2,3)**	**Vendor Support Level Detail**	**Comment**
• License management • Transparent updates • Whitelist enforcement • Application wrapping	R R R R			
7. Document Management • File synchronization/backup • SharePoint integration • File sharing • Offline access • Security restrictions	 R R R R R R			
Provide the ability to find lost or missing asset	R			
Proactively monitor and troubleshoot	R			
Remote control capability with secure connection	R			
Software license management	R			
Bandwidth optimization	R			
Report on the availability of all services and component such as solution platforms that impacts the ability to provide a statement of an asset	R			
Examination of the health of the entire Asset	R			
The solution must quickly and proactively detect asset problems and monitor access devices	R			
System integrates to Bank MS Exchange infrastructure with no major modifications.	R			

(b) Support Program, Training and Documentation		
Requirements / Questions	**Responses**	**Comments**
Support Programs		
Describe vendor levels of support programs. Does the company provide guarantees on software performance or support Service Level Agreements (SLAs)? If yes, describe them here.		
Training		
Describe your company's user training program(s), including a synopsis of relevant courses offered, options for delivery (web-based, CBT, instructor-led, etc.) and the locations of the major training centers.		
Who provides product training?		
How is training designed to meet customer needs?		
Documentation		
What type of user and technical documentation is provided?		
What formats are the documentation delivered (paper, electronic, on-line, etc.)?		
Is there a cost associated with documentation?		

(c) Technical Information		
Requirements / Questions	**Bidder's Response**	**Comments**
Description of architecture: (include e.g.; 2 or 3 tier client server, web, etc., specifications for client software and communication between different tiers)		
Does the System use agentless or agent-based management?		
Describe in detail the authentication, identification process, including front-end and back-end authentication		
Describe in detail the system back up and data recovery		

(c) Technical Information		
Requirements / Questions	**Bidder's Response**	**Comments**
What type of servers?		
Does this product integrate with other products? If Yes, please indicate which products		
Describe Application Program Interfaces (APIs) and how integration is supported		
Can the product be customized for a given installation?		
Is customization done by Vendor or by Client?		
If "Client", describe the tools and training required to do the customization		
Does the product include a repository and data model?		
How does the product handle reporting and the ability to introduce customized reports?		
Minimum and recommended hardware configuration for at least 50,000 assets?		
What is the recommended and maximum number of assets that can be supported?		
Describe any limitations to scalability that exist		
Describe the recommended method to monitor performance of the product		
Does this product integrate with Electronic Mail (Microsoft Exchange/Outlook)		
E-Mail usage:		
Which systems are involved:		

(d) Monitoring and control					
Requirement / Questions	**Included**	**Optional**	**N/A**	**Bidder's Response**	**Comments**
Monitor asset roaming usage					
Detect policy violations (e.g., international roaming)					
Disable access to servers (quarantine mode)					
Send alerts to Specialists/managers/users about usage policy violations					

Send alerts to Specialist/managers/users about perimeters usage limit, asset residual value for disposal threshold reach					

(e) Support					
Requirement / Questions	**Included**	**Optional**	**N/A**	**Bidder's Response**	**Comments**
Provide phone support					
Provide local support in all countries in Africa					
Support available 24x7x356					
Support provided by a person not just by an automatic response					
Provide on-line support via e-mail, FAQ's, downloadable hot fixes/patches					
Offer on-line user community through established Regional & International user groups					
Provide no cost on-line or web based training					
Provide On-site Training classes					
Provide release notes when upgrades and/or patches are released, far prior to the upgrade or patch date (to allow for decision and test design)					

Annex B to the TOR

SECURITY REQUIREMENTS OF THE SOLUTION

1. Instructions

i) Check the appropriate column to indicate the application's security capabilities. Please provide any additional responses or detailed explanations of other compensating controls as comments.

ii) When a question is not applicable, please kindly comment.

iii) Descriptions of compliant features will be expected in coming specifications and demonstrated through appropriate tests from the Vendor.

iv) Should any comment require more space, please number your comments in the appropriate column and match the comment number with your detailed explanations in the comment section at the end of this form.

2. Evaluation

Responses to the questionnaire received shall then be reviewed and each key requirement evaluated using the following scale:

Support Level	Description Support	Level Score
1	**Fully Supported.** i.e. the function is supported as a standard/configurable feature within the package.	100%
2	**Supported with configuration needed.** i.e. the desired function is available in a separate optional package or could be made available through the development of a new component or application, or only some of the features listed are fully supported.	75%
3	**Partially supported** with specific development needed.	50%
4	**On-going development**	25%
5	**No Support** i.e. the desired function is not within the scope of the package and there is no practical way to provide it.	0%

The overall technical note will be computed based on applicable features.

When bidders consider a question is non-applicable to their proposal, bidders must provide a justification in the Comments section. If justification is accepted by the Evaluation Committee, the score will be prorated.

For example, if 2 questions are accepted as N/A in the "Access Management" section, the score of this section will be multiplied by: Total Possible / Total Applicable = 12/ (12-2)

3. Scoring of the Questionnaire

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

- Security Controls Baselines Questionnaire for All Applications (Part I)
- Security Questionnaire for Commercial/Outsourced Applications (Part II)
- Security Controls Baselines Questionnaire for SaaS Applications (Part III)

Vendors should answer only on applicable part(s):

- For All Applications (including On premise applications), answer to part I only
- For Outsourced applications, answer to parts I and II
- For SaaS/Cloud, answer to parts I and III

Part I: General requirements as per questionnaire for ALL APPLICATIONS	**Max. Points**	**Bidder's Score**
Access Management	12	
Audit capabilities	12	
Security of remote access and support	12	
Protection from malicious code	12	
Configuration management and change control	12	
Data export and transfer capabilities	12	
Other capabilities	12	
Special to web application security	16	
Total	**100**	

The final score used for the Technical Evaluation will be calculated pro-rata.

Part II: General requirements as per questionnaire for OUTSOURCED SERVICES/ COMMERCIAL APPLICATIONS ONLY (N/A)	**Max. Points**	**Bidder's Score**
Software Security Development Lifecycle	10	
Total	**10**	

Part III: General requirements as per questionnaire for SaaS/CLOUD ONLY	**Max. Points**	**Bidder's Score**
Access Management	10	
Total	**10**	

4. Questionnaire

Part I: Security Controls Baselines Questionnaire for All Applications			
Application	**Vendor**	**Version**	**Release Date**
Application supports the following business functions:			
Application makes use of the following technology:			

Application makes use of the following IT Infrastructure:			
Vendor representative Contact Information	**First Name**	**Title**	
	Last Name	**Telephone**	**Email**

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

1.2	Does the application capture user access activities such as successful logon, logoff, and unsuccessful logon attempts? If yes, list the data elements contained in the audit log				
1.2	Does the application capture data access inquiry activities such as screens viewed and reports printed? If yes, list the data elements contained in the audit log				
1.2	Does the application capture data entries, changes, and deletions? If yes, list the data elements contained in the audit log				
1.2	Does the application time stamp for audit log entries synchronize with other applications and systems using NTP/SNTP?				
1.2	Are audit log reports available for the current version of this software application? If yes, specify the types of reports and indicate if additional hardware or software are required to activate or utilize the audit logging and/or reporting feature:				
1.2	Can the audit log "data" be exported from the application for further processing (e.g. storage, analysis)?				
1.2	Indicate how audit log files are protected from unauthorized alteration				
1.2	Does the application allow a system administrator to set the inclusion or exclusion of audited events based on organizational policy and operating requirements or limits?				
1.2	Can the application continue normal operation even when security audit capability is non-functional? (For example, if the audit log reaches capacity, the application should continue to operate and should either suspend logging, start a new log or begin overwriting the existing log)				
12	**SECURITY OF REMOTE ACCESS AND SUPPORT**				
3	Which connection method(s) are used to accomplish remote support?				
3	Is functionality built into the application which allows remote user access and/or control?				
3	Does the application logs remote support connection and activities with the ID of the vendor's support employee?				
3	Do vendor support personnel have specific roles and accesses that control access?				

12	**PROTECTION FROM MALICIOUS CODE**				
6	Is the application compatible with virus scanning software products for removal and prevention from malicious code? **If no**, indicate what additional security controls are included with the application/system used to mitigate the risks associated with malicious code				
6	Does the application's client software operate without requiring the user to have local administrator level rights in order to run the application?				
12	**CONFIGURATION MANAGEMENT AND CHANGE CONTROL**				
2	Are updates to application software and/or the operating system controlled by a **mutual** agreement between the support vendor and the application owner?				
2	Has the application been tested to be fully functional residing on its associated operating system/middleware platform configured with a recognized security configuration benchmark? If yes, provide details.				
2	Can the operating system hosting the application (server or client) be updated by the user company without voiding the application warranty or support agreement? If no, please indicate alternate solutions				
2	Indicate the application update process				
2	Indicate how the application is certified to perform as intended with updates to the operating system and other helper applications (such as service packs and hotfixes) and how the customer is notified of this information.				
2	Do you provide documentation for guidance on establishing and managing security c ontrols such as user access and auditing?				
12	**DATA EXPORT AND TRANSFER CAPABILITIES**				
6	Does the application encrypt data before sending it over the Internet or an open network? If yes, indicate the encryption used				
6	Does the application provide secure means for data export and transfer.				
12	**OTHER CAPABILITIES**				
2.4	Does the application maintain a journal of transactions or snapshots of data between backup intervals?				
2.4	Can the system administrator reconfigure to non-standard port assignments other				

	than the list of registered ports published by IANA?				
2.4	Has the application security controls been tested by a third party?				
2.4	Does the application have ability to run a backup concurrently with the operation of the application?				
2.4	Does the application include documentation that explains error or messages to users and system administrators and information on what actions required?				
16	**SPECIAL TO WEB APPLICATION SECURITY**				
1.6	Does the application include the necessary controls to mitigate the current TOP 10 OWASP A1 risk?				
1.6	Does the application include the necessary controls to mitigate the current TOP 10 OWASP A2 risk?				
1.6	Does the application include the necessary controls to mitigate the current TOP 10 OWASP A3 risk?				
1.6	Does the application include the necessary controls to mitigate the current TOP 10 OWASP A4 risk?				
1.6	Does the application include the necessary controls to mitigate the current TOP 10 OWASP A5 risk?				
1.6	Does the application include the necessary controls to mitigate the current TOP 10 OWASP A6 risk?				
1.6	Does the application include the necessary controls to mitigate the current TOP 10 OWASP A7 risk?				
1.6	Does the application include the necessary controls to mitigate the current TOP 10 OWASP A8 risk?				
1.6	Does the application include the necessary controls to mitigate the current TOP 10 OWASP A9 risk?				
1.6	Does the application include the necessary controls to mitigate the current TOP 10 OWASP A10 risk?				

Part II : Security Questionnaire for Commercial/Outsourced Applications			
Application	**Vendor**	**Version**	**Release Date**
Application Supports the following business functions:			
Application makes use of the following Technology:			
Application makes use of the following IT Infrastructure:			
	First Name	**Title**	

Vendor Representative Contact Information			
	Last Name	**Telephone**	**Email**

10	Software Security Development Lifecycle	Y	N	N/A	Comments
1	Do you review security at each phase of the software development lifecycle?				
1	What methodologies do you use for security testing your product?				
1	Do third parties conduct security assessments on your product?				
1	Do you use automated tools for dynamic and static security assessment?				
1	Do you have a dedicated team to assess and respond to security vulnerabilities reported in the Application?				
1	What is your patch release strategy and what tools do you offer for patch deployment?				
1	What methods do you use to inform your customers of vulnerabilities?				
0.5	Do you provide technical guidance about vulnerabilities, including how they could be exploited, how they are currently being exploited, how to mitigate?				
0.5	Do you provide severity ratings for vulnerabilities, and how are they determined?				
1	Do you monitor the latest attack trends in the underground community and consider how those trends may affect your Application?				
0.5	Do you disclose all vulnerabilities that affect your product?				
0.5	What are the terms and period of your security support agreement?				

Part III : Security Controls Baselines Questionnaire for SaaS Applications			
Application	**SaaS Vendor**	**Version**	**Release Date**
Application Supports The following Business Functions:			
Application makes use of the following Technology:			
Application makes use of the following IT Infrastructure:			
SaaS Vendor representative Contact Information	**First Name**	**Title**	
	Last Name	**Telephone**	**Email**

10	Access Management				Comments

1	How many people have root and database access and what controls are in place to prevent them from getting access to corporate data?				
1	Is corporate data held encrypted? How?				
0.5	Is the held data separated between clients or is it all stored on one database?				
0.5	How is corporate data separated?				
1	Is the corporate data flowing between the business and the vendor's cloud-computing infrastructure secured in some way? How?				
1	What controls would prevent vendor insiders from downloading corporate data onto a USB stick or other external storage Device?				
0.5	In terms of service availability, can vendor sign a service-level agreement?				
1	Is the vendor data center in a location prone to hurricanes or earthquakes? What are the vendor back-up plans?				
0.5	What information is captured in audit logs?				
1	How to limit where SaaS vendors go within the corporate network?				
1	Has the SaaS vendor passed an internationally recognized assurance report (i.e.: SSAE 16, ISAE 3402)?				
1	Does the SaaS vendor allow user company to run some automated vulnerability assessment tools on regular basis on the application?				

Comments Section

Instructions:
Use the space below for providing any additional responses, or detailed explanations of other compensating controls as comments. Please number your comments to match with comment number in column next to the question. You may comment on any future planned releases or updates that would enhance the security of the application. Also, use the space below to list any other security threats, vulnerabilities, or risks that you are aware of that are not addressed in this checklist.

#	Comments

PART 3

CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VII. General Conditions

AFRICAN DEVELOPMENT BANK
GENERAL SERVICES & CORPORATE DEPARTMENT

General Terms and Conditions for the Purchase of Goods and Services

1.1 Constitution of Agreement

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

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

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

1.2 Representations

1.2.1 The Supplier represents and warrants that:

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

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

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

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

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

1.2.2 The Supplier declares that it is fully cognizant of g 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 evolves during the performance of the Agreement, any changes requested by the Bank to comply with the new requirements shall be effected through an amendment of the Agreement.

1.5 Liability, Immunities and Applicable Law

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

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

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

1.6 Insurance

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

1.7 Documents

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

1.8 Changes to Agreement and Amendments

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

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

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

1.9 Taxes

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

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

1.10 Payment terms

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

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

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

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

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

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 in leaving the site in a clean and safe condition. In case of partial termination of this Agreement, the Supplier shall continue performance of this Agreement to the extent not terminated.

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

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

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

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

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

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

1.15 Audit

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

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

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

1.16 Liquidated Damages

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

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

1.17 Liability

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

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

1.18 Intellectual Property and Confidentiality

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

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

1.18.3 If the Supplier is prevented from using the goods or services provided hereunder, the Bank shall return 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 International Arbitration (LCIA) shall become the appointing authority.

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

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

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

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

1.20 Force Majeure

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

unforeseeable and unavoidable, (c) is beyond the reasonable control of such party, and (d) occurs without the fault or negligence of such party.

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

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

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

1.21 Severability

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

2. Packaging, Title and Risk of Loss for Goods

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

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

SECTION VIII. Specific Conditions

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Specific Conditions

1. The Bidder shall include in its Proposal a contract which shall substantially conform with Section VIII.

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 (Section VII) identified as "Mandatory Conditions" in paragraph 3 below and from the Code of Conduct (Section X).

3. The provisions of Section VIII considered as **"Mandatory Conditions**" are:

1.2	**Representations**
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.
1.3	**Performance of Agreement**
1.3.4	*The Supplier shall not engage in engaged in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practices in connection with the Agreement, the Bank may at its discretion, do any one or combination of the following: (i) void or terminate the Agreement; (ii) declare the Supplier ineligible to enter into contracts in connection with matters financed by the Bank; or (iii) pursue legal proceedings against the Supplier. For the purposes of this paragraph:* (i) *"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the procurement process or in Agreement execution.* (ii) *"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract or Purchase Order to the detriment of the Bank, and includes collusive practice among Bidders, or between bidders and Bank staff (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.* (iii) *"Coercive practice" is an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;* (iv) *"Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.* (v) *"Obstructive Practice" means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive*

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	practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Bank's inspection and audit rights;
1.5	**Liability, Immunities and Applicable Law**
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.*
1.9	**Taxes**
1.9.1	*Supplies for the Bank are exempted from taxes and customs duty in accordance with Article 57 of the Bank's Charter. Accordingly prices shall be quoted or invoiced free and clear of all applicable taxes, including value added tax, sales tax, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority.*
1.9.2	*If a Supplier is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoices and the Supplier shall provide to the Bank any additional information or document as may be required by the Bank for obtaining the requisite exemption.*
1.10	**Payment terms**
1.10.1	*In no event shall the Bank be required to pay for any goods or services not expressly identified in the Agreement.*
1.10.2	*Prices indicated in the Supplier's bid shall be deemed to be firm, complete and not subject to revision. The prices are deemed to include all fees and charges, ordinarily included with the goods and services, including those relating to packaging, storage, insurance and transport to point of delivery and all other expenses necessary for the execution of this Agreement.*
1.10.3	*If the Agreement includes maintenance services, the prices for maintenance are deemed to include:* *(i) The value of parts or components and the costs of equipment, ingredients and labor necessary for the performance of the maintenance services;* *(ii) The travel allowances and expenses necessitated by changes to the goods at the initiative of the Supplier after approval of the Bank.* *Except as otherwise provided in the Agreement, payment will normally be made by bank transfer within 30 days after receipt and acceptance of goods or from receipt of a properly signed invoice whichever is later. Invoices must be sent in duplicate (one original and one copy) at the address specified in the Agreement.*
1.10.4	*Invoices shall contain the following information: Agreement number, description of goods or services, quantities, indicating bank address and account number, unit price per item, agreed additional costs, total price, make, model and serial*

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	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.*
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.*
1.17	**Liability**
1.17.1	*The Supplier shall be liable for all damages arising from his action or that of his agents, of which the Supplier or its agents could be rendered responsible under applicable laws.*
1.17.2	*The Supplier shall bear the full financial consequences of any material damage or personal injuries, including death which, through the Supplier's action or that of its agents, may be suffered by the Supplier, its agents, the Bank or its agents or any third party.*
1.18	**Intellectual Property and Confidentiality**
1.18.5	*The Supplier shall not use the Bank's name or emblem in the absence of a prior express authorization from the Bank.*
1.19	**Dispute Settlement**
1.19.1	*The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this purchase order amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the "Notice of Dispute") specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require*
1.19.2	*If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or difference, either party may require that such dispute be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.*
1.19.3	*The arbitral tribunal shall comprise one arbitrator jointly chosen by the parties. However, where the parties are unable to reach an agreement within sixty (60) days of notification of the Conciliation Notice, the London Court of International Arbitration (LCIA) shall become the appointing authority.*

1.19.4	*The arbitration shall take place in the venue specified in the Agreement, or, failing that, in Abidjan , Côte d'Ivoire and shall be in the English language.*
1.19.5	*The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.*
1.19.6	*Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to the Bank under the Agreement Establishing the African Development Bank, international conventions or any other applicable law.*
1.19.7	*The provisions of this article shall remain in force after the termination of this Agreement.*

Service Level Agreement

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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.

The following key performance measures will be used to gauge the project's business outcomes for key processes and services.

Key processes/services	Performance Measures
System application	Must be able to capture and manage a minimum of 50,000 assets, of all kinds
	Application must be available and readable on desktops, laptops, mobiles and tablets
	Application must be fully integrated with the SAP module Z-ASSET for asset management
Hardware	Availability of an application to monitor the platform on desktop, laptops, mobile and tablets
	Availability of an application to monitor and control equipment status, sending notifications, alerts on laptops, desktops, mobiles and tablets
	Platform availability of 99.9% required
Maintenance	Response times for correction of any defects in the hardware or software must be within 2 hours
Knowledge transfer and training	All users of the system must receive adequate training to be able to use the system without help from the supplier

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 :

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- 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:

Problem Severity Level	Description
Severity Level 1- Emergency	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).
Severity Level 2 - High	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.
Severity Level 3 - Medium	Not able to accomplish all functions - Minor function(s) not working causing non-critical work to back up.
Severity Level 4 - Low	Inconvenience – The System is causing a minor disruption in the way tasks are performed but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues - especially in constituent facing applications.

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.

Measure	**Metric**	**Standard**	**comments**
Availability	System is available for use	99.95% Availability excluding scheduled maintenance	
Problem Management	Severity Level 1 Problem Resolved	100% resolved within 4 hours	

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	Severity Level 2 Problem Resolved	100% resolved within 12 hours	
	Severity Level 3 Problem Resolved	80% resolved within 1 working days. 100% resolved within 2 working days	
	Severity Level 4 Problem Resolved	80% resolved within 5 working days. 100% resolved within 7 working days	
Vendor Help Desk	Help Desk call wait time	At least 99% of Help Desk calls are answered in 2 minutes or less (a call pick-up system may be used)	
	Help Desk call busy signal	Less that 1% of calls get a busy signal	
Support calls for Severity Level 1and Level 2	Support call Severity Level 1 and Level 2 callback time	Vendor must respond back to Bank in 30 minutes or less from the time the Bank made the call	
Data Retention	Monthly copy of Bank data for retention	If need, vendor must provide Bank a monthly copy of data in a format designated by Bank	

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. 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. 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.

1.3. Other Services

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

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1.3.1. 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.

1.3.2. Transition of new or modified applications

When a new or modified application is ready to be transitioned into support, planning and coordination of the necessary activities between the Bank's Corporate Application Service and the Vendor's support team will be conducted by the Bank's Corporate Application Service. Other requirements include: Support will commence for new or modified software immediately after deployment.

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

1.3.3. 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.

1.3.4. 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.

1.4. Processes And Procedures Related To This Sla

1.4.1. 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.

1.4.2. 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.

1.4.3. 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.

1.4.4. 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

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CODE OF CONDUCT

FOR THE BANK SERVICE PROVIDERS, SUPPLIERS AND CONTRACTORS

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

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

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

OUR EXPECTATION

You undertake to:

1) Act in good faith:

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

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

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

2) Fulfil an advisory and partnership role:

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

3) Maintain Confidentiality and Security of Information:

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

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

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

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

a. Disclose any actual or potential conflict of interest;

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

5) Be transparent:

a. Implement an open book approach;

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

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

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

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

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

b. Replace any staff, as soon as possible, who are unsatisfactory to carry out the services under the contract;

c. Ensure Your staff, whilst on Our premises, are aware of Our code of conduct for staff and conduct themselves in the same manner as Our staff are expected to conduct themselves.

7) Not partake in corruption and fraudulent practices:

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

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

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

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

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

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

8) Submit to Audit:

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

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

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

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

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

a. Actively seek to optimize service delivery through savings and efficient cost management through the life of the contract;

b. Proactively pursue continuous improvement of services to reduce waste and improve efficiency across Our organization;

c. Support Our "Green" initiatives.

YOUR EXPECTATION

We will:

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

b. Make all payments due as soon as possible;

c. Work with You to optimize service delivery;

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

e. Provide all documentation you require to perform your obligations as soon as possible.

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AFRICAN DEVELOPMENT BANK
CORPORATE PROCUREMENT DIVISION

CONTRACTOR PERFORMANCE EVALUATION FORM

SERVICE PROVIDER		
PURPOSE OF CONTRACT		
CONTRACT REFERENCE		
DATE OF EFFECTIVENESS		
EXPIRATION DATE		
EVALUATION PERIOD		
TOTAL MAXIMUM POINTS	-	
OVERALL EVALUATION SCORE	-	
OVERALL SCORE IN %		
PERFORMANCE LEVEL		**Very Good**: 90% and above
EVALUATED BY		**Good**: 80% to 89%
APPROVED BY		**Satisfactory**: 70% to 79%
CERTIFIED BY CHGS.2		**Poor**: 50% to 69%
		Unsatisfactory: 50% and below

Evaluation criteria	Coeffi-cient (1-3)	Rating (1 -10)	Total Score	Max. Possible Score	COMMENTS
I. PROVIDER'S CAPACITY					
1. CONTRACT SUPERVISION QUALITY			-	-	
2. COMPLIANCE WITH RULES			-	-	
3. COMPLIANCE WITH TIMEFRAMES			-	-	
4. SUPPLY			-	-	
5. HUMAN RESOURCES			-	-	
6. TECHNICAL RESOURCES			-	-	
7. MATERIAL RESOURCES			-	-	
8. APPROPRIATE MEASURES PROPOSED			-	-	
9. ANTICIPATION AND PROACTIVE HANDLING OF PROBLEMS			-	-	
10. PLANNING			-	-	

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11. COMPLIANCE WITH LOCAL LAWS			-	-	
12. COMPLIANCE OF SERVICES			-	-	
13.IDENTIFICATION OF SERVICE PROVIDER'S STAFF (uniform, badge ETC)			-	-	
14. MANAGEMENT EFFECTIVENESS			-	-	
15. COST CONTROL			-	-	
16. COMPLIANCE WITH STANDARDS			-	-	
17. CAPACITY TO UPDATE SYSTEM INSTALLED			-	-	
18. TIME FLEXIBILITY			-	-	
19. COMPLIANCE WITH CONTRACT CLAUSES			-	-	
20. COMPLIANCE WITH TOR/TECHNICAL SPECIFICATIONS			-	-	
21. RESPECT FOR THE ENVIRONMENT			-	-	
22. INNOVATION OF SERVICES			-	-	
23. SKILLS TRANSFER, TRAINING			-	-	
II. STAFF					
1.AVAILABILITY OF CONTACT PERSON			-	-	
2. NAME OF CONTACT PERSON			-	-	
3. PERFORMANCE, QUALIFICATION, COMPETENCE OF STAFF			-	-	
4. PUNCTUALITY			-	-	
5. PROFESSIONALISM			-	-	
6. CAPACITY TO ADAPT			-	-	
7.RESPONSIVENESS			-	-	
8. COMPLIANCE WITH INSTRUCTIONS			-	-	
9. CONFIDENTIALITY			-	-	
10. TIMELINESS			-	-	
11. RESPECT OF THE WORK ENVIRONMENT			-	-	
12. QUALITY OF COLLABORATION			-	-	
13. UNDERSTANDING OF WORK SOFTWARE			-	-	
14. CONDUCT/BEHAVIOUR			-	-	
15. WORKING LANGUAGE			-	-	
III. SERVICES					
1. QUALITY OF SERVICE			-	-	
2. AVAILABILITY OF SERVICE			-	-	
3. CLEANLINESS			-	-	
4. QUANTITY			-	-	
5. VARIETY			-	-	

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TOTAL			-	-	

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