



REQUEST FOR PROPOSAL

PROVISION OF STORAGE SYSTEM AREA NETWORK SOLUTION FOR THE AFRICAN DEVELOPMENT BANK

ADB/RFP/RDGS/2019/0153

**SOUTHERN AFRICA REGIONAL DEVELOPMENT AND BUSINESS
DELIVERY OFFICE (RDGS)
PRETORIA – SOUTH AFRICA**

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Dear Sir/Madam,

1. The African Development Bank (the “Bank”) invites proposals for the provision of services as described in this Request for Proposal (RFP). To qualify for award, a bidder shall meet the qualification criteria set out in the Annex I.
2. The proposals submitted by bidders shall be received by the Bank on or before the date and time and in the manner specified in Annex I. The Bank’s requirement is set out in Annex II.
3. The Bank is an ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further economic development and social progress of African countries, individually and collectively. 80 member countries including all the 54 African countries and 26 non-African countries in the Americas, Europe and Asia own the Bank.
4. The Bank's principal functions include: (i) using its resources for the financing of investment projects and programs relating to the economic and social development of its Regional Member Countries (RMCs); (ii) the provision of technical assistance for the preparation and execution of development projects and programs; (iii) promoting investment in Africa of public and private capital for development purposes; and (iv) to respond to requests for assistance in coordinating development policies and plans of RMCs. In its operations, the Bank is also required to give special attention to projects and programs that promote regional integration.
5. The information contained in the RFP is designed to enable bidders complete and submit proposals. Bidders shall read the RFP carefully and ensure proposals comply with the instructions provided in the RFP. Bidders are required to complete and submit the Technical Proposal Questionnaire (Annex IV) and Financial Proposal Questionnaire (Annex V) in accordance with the Instructions to Bidders (Section 1), RFP Data Sheet (Annex I), Description of Goods/Technical Specification/Terms of Reference (Annex II), Eligibility Criteria (Annex VI) and General and Specific Conditions (Annex VIII). The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology (Annex III). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.
6. Any eligible bidder interested in doing business with the Bank shall register with the Bank through its website at: <http://www.afdb.org/en/about-us/corporate-procurement/vendor-kiosk/>.
7. A copy of all documents referred to in the RFP can be found on the Bank’s website: <http://www.afdb.org/en/about-us/corporate-procurement/procurement-notice/current-solicitations>
8. We look forward to receiving your proposal and thank you for your interest in doing business with the Bank.

Kapil Kapoor
Director General, RDGS,
e-mail: tenders_rdgs@afdb.org

SECTION 1 - INSTRUCTIONS TO BIDDERS

GENERAL

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

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

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

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

CLARIFICATION OF THE PROCUREMENT PROCESS

5. Bidders are solely responsible, at their own cost and risk, for obtaining information that may be necessary for preparing proposals and entering into the contract.

6. **Amendment of RFP** – The Bank reserves the right to modify any content of the RFP without incurring any liability to any bidder. Any such amendment shall be posted on the Bank's website. It is the sole responsibility of bidders to ensure they are aware of any amendment and take the amendment into account in preparing proposals.

7. Clarification of RFP

- 7.1. A bidder requiring any clarification on the RFP shall notify the Bank in writing at the details provided in the **RFP Data Sheet** and within the period for clarification in the **RFP Data Sheet**. Written copies of the Bank's response (including the questions raised without identifying the source) shall be posted on the Bank's website.
- 7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change to the RFP shall be raised at the earliest opportunity in writing at the details provided in the **RFP Data Sheet** and in any event no later than the deadline in the **RFP Data Sheet**. **The Bank shall not consider any request to change the General Conditions.**
- 7.3. The Bank shall determine, in its sole discretion, to accept or reject any query or request for change. Any response from the Bank shall be binding on bidders.
- 7.4. A bidder who contacts any member of Bank staff directly or indirectly in relation to the procurement (except staff specified in the **RFP Data Sheet**) shall be disqualified.
- 7.5. The Bank shall not respond to any query or request received after the deadline in the **RFP Data Sheet**.

8. Site Visit / Pre-Bid meeting

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

PREPARATION OF PROPOSALS

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

10. Language of Proposals

- 10.1. The proposal and all correspondence and documents relating to the proposal exchanged by the bidder and the Bank shall be written in the language specified in the **RFP Data Sheet**. A proposal submitted in a language not specified in the **RFP Data Sheet** shall be rejected.
- 10.2. Any printed literature furnished by the bidder written in another language other than the language specified in the **RFP Data Sheet** shall be accompanied by a certified translation in the language in the **RFP Data Sheet** of its pertinent passages in which case, for the purpose of interpretation of the proposal, the translation shall govern.

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

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

The Bidder is strongly advised to complete the RFP Check List that forms Annex X of the RFP Document. The Check List serves as a guide to completing the RFP document.

13. **Statement of Conformity, Bid Submission Form and Price Schedule** – Bidders shall sign the Statement of Conformity and Bid Submission Form and complete the price schedule using the forms provided. The forms shall be completed without alterations to its format and content. No other substitutes shall be accepted.
14. **Publicity Material** - Unless expressly permitted in the RFP, bidders shall not submit brochures, general marketing or promotional material with proposals. Publicity brochures shall not be accepted as answers to questions. Bidders shall respond fully to the questions in the RFP.
15. **Meeting the Bank's requirements**
- 15.1. Unless otherwise provided, bidders shall meet the Bank's requirements by the deadline for submission of proposals.
- 15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank to determine whether the bidder has the required capability, experience, knowledge and expertise to satisfactorily perform the contract.
16. **Mandatory Requirements** – The RFP may include mandatory requirements. The classification of a requirement as mandatory gives an indication of its significance to the Bank. A proposal that does not meet any mandatory requirement shall be rejected as non-responsive.
17. **Samples and Inspection**
- 17.1. The Bank may request samples at any time during the procurement process. If requested, bidders shall provide samples free of charge. A bidder who fails to provide the required samples shall be disqualified. The Bank makes no guarantee that the samples will be returned or the condition of samples upon completion of evaluation. Samples shall be returned at the bidders' own cost.
- 17.2. If provided in the RFP, the Bank shall conduct an inspection of the goods and services during the procurement process either at the bidder's premises or at the Bank's offices. Such inspection shall not relieve the bidder from any of its obligations under the contract. The Bank shall notify bidders in writing of the details of any inspection. The Bank shall not be responsible for the expenses incurred by the bidder for such inspection.
18. **Demonstration** – If provided in the RFP, the Bank shall require bidders to provide a live demonstration of the proposed solution. The bidder shall provide the demonstration free of charge and the Bank shall not accept any liability for any damage to or loss of bidder's property in connection with such demonstration.
19. **Sustainable Procurement** – the Bank is committed to managing its business in an environmentally and socially responsible manner. The Bank would like to work with and encourage suppliers to execute the contract in the same manner. Bidders are encouraged to set out how they intend to incorporate environmental and social considerations if awarded the contract.
20. **Alternative Proposals** - The Bank shall not consider any variation to its requirements ("Alternative Proposal") unless expressly permitted in the **RFP Data Sheet**. If an Alternative Proposal is permitted, the Alternative Proposal shall be accompanied by a fully compliant proposal, i.e. one that meets the

minimum technical requirements. The bidder shall quote the price for the fully compliant proposal and then separately provide the technical specification, methodology and adjustment in price that can be offered if the Alternative Proposal is accepted. The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Proposal of the successful bidder shall be considered.

21. **Acceptance of the General and Specific Conditions** - It shall be clearly understood that by submitting a proposal in response to the RFP, a bidder shall be deemed to have accepted the General and Specific Conditions. A proposal that does not accept the General and Specific Conditions shall be rejected as non-responsive.
22. **Taxes** - The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes, such as customs duties, as the Bank, by virtue of its status as an international organization, is exempt from paying any direct or indirect taxes, by virtue of Article 57 of the Agreement establishing the Bank. If the bidder is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoice.
23. **Bid Prices**
 - 23.1. The prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all labor, supervision, materials, transportation, insurance, profit, general risks, liabilities and obligations set out or implied in the contract.
 - 23.2. The Bank shall award the contract based on value for money that takes into account the whole life costing (i.e., life-cycle costs of the goods and services, maintenance, spare parts, warranty, training, disposal, shipment, insurance) of the requirement.
24. **Currency of Proposal** - The prices shall be expressed in the currency in the **RFP Data Sheet**. A bidder shall express all prices in the same currency.
25. **Lots** – If the Bank’s requirement is sub-divided into separate units (“lots”), bidders can submit a proposal for one or multiple lots unless otherwise indicated in the **RFP Data Sheet**.
26. **Period of Validity of Proposals** – Proposals shall remain valid for a period not less than the period stated in the **RFP Data Sheet**. Proposals valid for a shorter period shall be rejected as non-responsive. The Bank may require bidders to extend the period of validity of proposals. If the bidder does not extend the period of validity of proposals, the bidder’s proposal may be rejected. A bidder granting the request shall not be required or permitted to modify its proposal.
27. **Bid Security**
 - 27.1. If provided in the **RFP Data Sheet**, the bidder shall furnish, as part of its proposal, a bid security in the amount, form and valid for the period in the **RFP Data Sheet**.
 - 27.2. The bid security shall be in the form of a certified cheque or a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank. Any proposal not accompanied by a substantially responsive bid security shall be rejected.
 - 27.3. The Bank may require bidders to extend the period of validity of a bid security. If the bidder does not extend the validity of the bid security, the bidder’s proposal shall be rejected unless the bidder submits a new bid security acceptable to the Bank before the expiration of the bid security.
 - 27.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the proposal and shall list all members of the joint venture.
 - 27.5. The bid security shall be returned to bidders or forfeited in the circumstances specified in the **RFP Data Sheet**.

SUBMISSION AND OPENING OF PROPOSALS

28. Deadline for Submission of Proposals

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

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

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

31. Proposals submitted electronically via AfDB e-Procurement portal

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

32. Proposals submitted by mail, courier or hand-delivery

- 32.1. If provided in the **RFP Data Sheet**, proposals shall be submitted by mail, courier or hand delivery.
- 32.2. Proposals shall be submitted in a sealed envelope (**with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes**) and addressed to the Bank at the address in the **RFP Data Sheet**.
- 32.3. Each bidder shall submit proposal in **one original and four copies (any attachment, appendix and annex thereto shall also be submitted in one original and four copies)**: the original proposal shall carry the label “Original” and each of the four copies the label “Copy”. The technical proposal (one original and four copies) and the financial proposal (one original and four copies) shall each be placed in two separate sealed envelopes (the “internal envelopes”).
- 32.4. The following information shall appear on each internal envelope:
 - a) the RFP reference;
 - b) the statement “Technical Proposal” or “Financial Proposal” as the case may be; and
 - c) the name and address of the bidder.
- 32.5. The internal envelopes shall be placed together in a large single envelope called “external envelope” which shall be anonymous and **carry the label in the RFP Data Sheet that should be photocopied and placed on the external envelope.**
- 32.6. Any alternative proposal shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly be identified as “Alternative”.
- 32.7. All pages of the proposal shall be numbered. Each copy of the proposal shall be bound in a single volume where practical. All documentation submitted with the proposal shall be bound in a single volume.
- 32.8. The person or persons signing the proposal shall initial all pages of the proposal where correction has been made.
- 32.9. When delivered by hand, the proposal shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 13.00 hrs. and from 14.00 hrs. to 17.00 hrs. Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

33. **Modification / Withdrawal of Proposals** – Bidders may modify or withdraw proposals prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw proposals after the deadline for submission.
- 33.1. **Proposals submitted electronically via AfDB e-Procurement portal** - Bidders can obtain guidance on modifying or withdrawing proposals in the user manual.
- 33.2. **Proposals submitted by mail, courier or hand-delivery** - The bidder's modification or withdrawal shall be prepared, sealed, marked and dispatched as per paragraph 32 and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as "Modification" or "Withdrawal".
34. **Bid Opening** – Proposals shall be opened as soon as possible after the deadline for submission. The record of the bid opening shall be made available as soon as possible on the Bank's website.

EXAMINATION OF PROPOSALS

35. **Confidentiality and Disclosure of Information** - The Bank is committed to make public all information in its possession unless there is a compelling reason for confidentiality in accordance with the policy on Disclosure and Access to Information. Bidders shall notify the Bank if the information provided is confidential and shall not be disclosed to the public. The Bank shall endeavor to maintain confidentiality of confidential information and evaluation of proposals. The Bank reserves the right to disclose information in accordance with the policy on Disclosure and Access to Information.
36. **Clarification of Proposals**
- 36.1. To assist in the examination and evaluation of proposals and qualification of bidders, the Bank may, at its discretion:
- 36.1.1. Require any bidder to clarify any part of its proposal;
- 36.1.2. Require any bidder to provide further information or documentation;
- 36.1.3. Undertake site visit to any bidder; or
- 36.1.4. Contact referees provided by any bidder.
- 36.2. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered. No change in the price or substance of the proposal shall be sought, offered or permitted. Where a bidder does not provide the information requested the proposal shall be evaluated as presented.
37. **Determination of Responsiveness**
- 37.1. The Bank's determination of a proposal's responsiveness is to be based on the contents of the proposal itself, as defined in the RFP. A substantially responsive proposal is one that meets the requirements of the RFP without material deviation, reservation or omissions.
- 37.1.1. "Deviation" is a departure from the requirements specified in the RFP;
- 37.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
- 37.1.3. "Omission" is the failure to submit part or all of the information or documentation required in the RFP.
- 37.2. A material deviation, reservation or omission is one that,
- 37.2.1. If accepted, would:
- 37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;
- 37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank's rights or the bidder's obligations under the proposed contract; or
- 37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.

- 37.3. The Bank shall examine the technical proposals to determine whether proposals are substantially responsive with the requirements.
- 37.4. If a proposal is not substantially responsive to the requirements of the RFP, it shall be rejected by the Bank and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

BID EVALUATION

38. **Conversion to Single Currency** - For the purpose of evaluation, the Bank shall convert all prices into the Bank's Units of Accounts (UA) by using the Bank's monthly moving average rate for the applicable month (deadline for submission of proposals).
39. **Acceptance or Rejection of Proposals** - The Bank reserves the right to accept or reject any or all proposals, and to cancel the procurement process and reject all proposals at any time prior to contract award, without incurring any liability to bidders.

AWARD OF CONTRACT

40. Award Methodology

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

41. Contract Award

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

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

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

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

45. **Contractual Relationship** - The contractual relationship shall be governed by the General and Specific Conditions and shall include the description of goods/technical specification/terms of reference, the successful bidder's technical and financial proposal. **No other terms and conditions put forward at any time by the bidder shall form part of the contract.**

46. Performance Security

- 46.1. If provided in the **RFP Data Sheet**, the successful bidder shall furnish the performance security within the period, amount and form stipulated in the **RFP Data Sheet**. The performance security shall be in the form of a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank.
- 46.2. The performance security shall be returned to the bidder as set out in the General and Specific Conditions.
- 46.3. Failure of the successful bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award to the bidder without any right of action against the Bank.
- 46.4. In lieu of bank guarantee, the Bank may retain 10% of the contract sum that shall be returned to the bidder as set out in the General and Specific Conditions.

47. Advance Payment

- 47.1. If provided in the **RFP Data Sheet**, the Bank shall provide advance payment to the successful bidder, subject to a maximum amount not to exceed 30% of the contract sum. The advance payment request shall be accompanied by an advance payment guarantee from an insurance company or bank located in a member country of the Bank and acceptable to the Bank. The advance payment guarantee shall be in the form specified in the **RFP Data Sheet**.
- 47.2. For the purpose of receiving the advance payment, the bidder shall make an estimate of, and include in its proposal, the expenses that will be incurred during the first month beginning with the date of the Bank's notice to proceed or contract signature, whichever is earliest.
- 47.3. The advance payment shall be repaid to the Bank by deducting proportionate amounts from payments due to the successful bidder as set out in the General and Specific Conditions.
- 47.4. The advance payment guarantee shall be returned to the bidder as set out in the General and Specific Conditions.

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

FURTHER ASSISTANCE

49. **Authorized Representative** – Bidders shall provide the Bank with up to two authorized representatives. The Bank shall contact bidders through the authorized representative. The Bank

shall assume that the representative is authorized to act on behalf of the bidder and bind the bidder to any response.

50. **Assistance** – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact **tenders_RDGS@afdb.org** and quote the tender reference.

ANNEX I – RFP DATA SHEET

The numbering below refers to the appropriate numbering of the introduction	
§ 1	The goods and services to be provided are outlined in Annex II.
§ 1	<p>To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria:</p> <p>Eligibility of Bidders, Goods and Services: Interested Companies must originate from one of the Bank’s member countries listed in Annex VII of the Request for Proposal.</p> <p>Eligibility Criteria: a bidder shall not be eligible if any of the situations listed in Annex VI apply.</p> <p>Financial Standing: An average turnover of at least ZAR 5, 000,000 or equivalent] per annum for the last three years [2016, 2017, 2018 or latest].</p> <p>General and Specific Experience: a bidder shall have a minimum of [03 years] experience and successfully or substantially implemented as a prime contractor at least three assignments of a similar nature and complexity</p> <p>Historical Contract Performance and Pending Litigation: a bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract.</p> <p>Conflict of Interest: a bidder shall have no actual or potential conflict of interest that would call into question its participation in the procurement process and award of contract.</p>
The numbering below refers to the appropriate numbering of the instructions to bidders	
§ 7	<p>Request for clarification and/or request for change to the RFP shall be sent In writing: by electronic mail: tenders_RDGS@afdb.org The request shall be received by the Bank no later than 23rd August 2019</p>
§ 8	<p>The Bank shall organize a site visit and pre-bid meeting: [YES].</p> <p>Date: 20th August 2019 at 9:00 am local time.</p> <p>Place: THE AFRICAN DEVELOPMENT BANK SOUTHERN AFRICA REGIONAL DEVELOPMENT AND BUSINESS DELIVERY OFFICE (RDGS) 339 WITCH-HAZEL AVENUE HIGHVELD, ECO PARK 1 CENTURION 0144 SOUTH AFRICA Tel +27 12 003 6900</p>
§ 10	The language of proposals and all correspondence is English
§ 20	Alternative proposals are accepted :NO
§ 24	The prices shall be expressed in South African Rands (Rand)

§ 25	The Bank's requirement is divided into lots - NO Bidders can submit a proposal for one or multiple lots : NO
§ 26	The minimum period of validity of proposals is ninety (90) days from the deadline for submission of proposals.
§ 27	Bid security is required [NO]
§ 28	The deadline for submission of proposals is Thursday, 12th September 2019 at 15:00 hours local time
§ 31	Proposals shall be hand delivered at the address indicated below; THE AFRICAN DEVELOPMENT BANK SOUTHERN AFRICA REGIONAL DEVELOPMENT AND BUSINESS DELIVERY OFFICE (RDGS) 339 WITCH-HAZEL AVENUE HIGHVELD, ECO PARK 1 CENTURION 0157 SOUTH AFRICA
§ 32	Proposals shall be sent to the following address and the external envelope shall bear the following information: Place: THE AFRICAN DEVELOPMENT BANK SOUTHERN AFRICA REGIONAL DEVELOPMENT AND BUSINESS DELIVERY OFFICE (RDGS) 339 WITCH-HAZEL AVENUE HIGHVELD, ECO PARK 1 CENTURION 0157 SOUTH AFRICA Tel +27 12 003 6900 RFP – DO NOT OPEN UNTIL BID OPENING DAY Reference: ADB/RFP/RDGS/2019/0153 PROVISION OF STORAGE SYSTEM AREA NETWORK SOLUTION RFP Closing Date and Time: Thursday, 12th September 2019 at 15:00 hours local time
§ 46	Performance security is required: NO]
§ 47	Advance payment will be provided to the successful bidder: N/A
§ 48	The Bank shall retain 10% of the contract sum until the end of the defect's liability period: N/A

Annex II
TERMS OF REFERENCE FOR PROVISION OF STORAGE SYSTEM AREA NETWORK SOLUTION

1. Executive Summary

The bidder must provide a brief summary of the proposal using the attached Bill of Material, highlighting the delivery and installation planning.

2. Business Objectives

The objective of this consultation is to select a highly qualified Dell EMC authorized partner with excellent delivery and support management for the supply and installation of a storage subsystem and replication devices.

The offer will be analyzed considering the following elements:

Attribute	Importance
Delivery timeline	High
Cost	High
Service and Support	High
Technical staff qualification	High
Spare kits availability	High

3. Objectives / Scope Of Work

The African Development Bank Group wish to acquire a Dell EMC Unity All Flash Storage Array with 150TB guaranteed capacity and four (4) RecoverPoint Generation 6 Appliances for continuous remote data replication solution.

These devices will replace its existing VNX5500 storage Array and RPA Gen4 cluster in Centurion and RPA Gen5 clusters in Abidjan.

The following table summarizes the scope of work.

Work items	Description	Comments
Delivery	All devices to be delivered to the Bank's office in Centurion. The bank will be responsible for shipment of the 2 RPA to Abidjan.	The delivery address: African Development Bank Group Southern Africa Regional Development and Business Delivery Office 339 Witch-Hazel Avenue Highveld Ext. 78 Centurion, South Africa Tel: +27 12 003 6900
Cabling	Connect the Unity and the RPA to the SAN switches (10m)	

Installation	Rack, power up and initialization	The installation of the 2 RPA for Côte d'Ivoire is out of scope.
Data migration	VNX5500 to Unity	Not in the scope. It will be handled by the Bank

4. Environment the Storage Devices Will Support

The storage array will act as a storage resource destination for replicas of the production site located in Abidjan (Côte d'Ivoire).

It will service applications like SAP Hana, Oracle Database, SharePoint etc.

The RPA appliances will support the IT continuity plan by replicating the data between the production site and the DR site.

5. Existing Infrastructure

The Bank has two (2) data centers:

A production site located in Abidjan with a VNX5600 (Côte d'Ivoire) replicated to a Disaster Recovery site located in Centurion (South Africa).

The data centers are connected through a 150Mbps clear channel link for RecoverPoint Continuous Remote replication.

The storage array will be connected to different hosts (VMware, IBM Power systems, Windows, Linux etc.) through two (2) Brocade 5300 SAN fabrics.

6. Existing Storage infrastructure

The Unity 450F will replace a VNX5500.

The RPAs Gen 6 will replace 2 RPA Gen4 in Centurion (South Africa) and 2 RPAs Gen5 in Abidjan (Côte d'Ivoire).

Item	Description	Qty	
VNX RP			
SYSTEM	RECOVERPOINT	1	
VNX-RPHW7-G6T	RPA FOR VNX2, VNXE3200	1	
INTCAB-PWRCRD	C14-TO-C13 1METER INTERNAL CAB PWR CORDS	2	
	PROSUPPORT W/MISSION CRITICAL-HW WARRANT	1	W-PSM-HW-001
SYSTEM	RECOVERPOINT	1	
VNX-RPHW7-G6T	RPA FOR VNX2, VNXE3200	1	
INTCAB-PWRCRD	C14-TO-C13 1METER INTERNAL CAB PWR CORDS	2	
	PROSUPPORT W/MISSION CRITICAL-HW WARRANT	1	W-PSM-HW-001
SYSTEM	RECOVERPOINT	1	

GEN6-10GB-SFP	10GBE OPTICAL SFP (MULTI-MODE)	8	
GEN6-10GBE-FI-U	10GB OPTICAL SLIC (LANDSLIDE) UPG	2	
OBN-RPHW3-G6T-D	DELL RPA GEN6 FOR UNITY	1	
INTCAB-PWRCRD	C14-TO-C13 1METER INTERNAL CAB PWR CORDS	2	
	PROSUPPORT W/MISSION CRITICAL-HW WARRANT	1	W-PSM-HW-001
SYSTEM	RECOVERPOINT	1	
OBN-RPHW3-G6T-D	DELL RPA GEN6 FOR UNITY	1	
INTCAB-PWRCRD	C14-TO-C13 1METER INTERNAL CAB PWR CORDS	2	
	PROSUPPORT W/MISSION CRITICAL-HW WARRANT	1	W-PSM-HW-001
SYSTEM	RECOVERPOINT	1	
GEN6-10GB-SFP	10GBE OPTICAL SFP (MULTI-MODE)	8	
GEN6-10GBE-FI-U	10GB OPTICAL SLIC (LANDSLIDE) UPG	2	
	PROSUPPORT W/MISSION CRITICAL-HW WARRANT	1	W-PSM-HW-001
SYSTEM	UNITY 450F ALL FLASH	1	
D3SL16FAF	UNITY 2X4 PORT 16G FC IO	1	
D3SFP16FAF	UNITY 4X16GB SFP FC CONNECTION	1	
40U-RK-DRLKAF	UNITY AFA RACK W/DOOR LOCK	1	
40U-PWR-IECAF	CAB POWER CORD IEC309	2	
D32BD32AD25AF	UNITY 450F 2U DPE 25X2.5 DRIVE EMC RK	1	
D3F-2SFXL2-7680	UNITY AFA 7.68TB SSD 25X2.5	15	
	PROSUPPORT W/NBD-HARDWARE SUPPORT	1	M-PS-HWE-005
458-002-526	UNITY AFA BASE SOFTWARE=IC	1	
	PROSUPPORT W/NBD-SOFTWARE SUPPORT	1	M-PS-SWE-005
SYSTEM	SRM	1	
458-002-287	STORAGE M&R FOR UNITY=IC	1	
456-113-338	STORAGE M&R FOR UNITY LIC=IC	1	
	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1	M-PSM-SWE-005

SYSTEM	APPSYNC	1	
458-001-735	APPSYNC BASIC FOR UNITY 400F/450F =IC	1	
456-111-474	APPSYNC BASIC FOR UNITY 400F/450F LIC=IC	1	
	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1	M-PSM-SWE-005
SYSTEM	RECOVERPOINT	1	
458-001-375	RP BASIC FOR UNITY 400/400F/450F =IC	1	
	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1	M-PSM-SWE-004
Training	Dell EMC Unity Implementation and Administration + Exam Vouchers	5	
Cables	10 meters LC/LC multimode fiber	20	
Professional services	Installation, initialization		
	2 years Extended warranty		

1.1 Documentation Requirements

The bidder should:

- Document all activities relating to the Project implementation
- Low- and high-Level Design and prepare System Administration Guide and User Guide.
- All reports produced by the Contractor shall become the property of the Bank on completion of the assignment.

1.2 Additional Obligations

The selected Storage system Area network Services Provider should, in order to implement the mission, use skilled and competent personnel who have the following qualifications:

- Excellent knowledge in Storage system Area network Services deployment, management and maintenance Service consulting, implementing and training in the business;
- Must have successfully carried out similar projects in large institutions in similar business areas;
- The selected firm shall provide 24h/7 available support and maintenance to the link and the related service to the Bank
- Mastery and excellent knowledge of English or French.

2. DELIVERABLES

Storage system Area network

1. A reliable, scalable, efficient and robust Dell/EMC Storage system Area network knowledge.

Hardware & Software Installation

2. Storage Area network connectivity, initialization and connection through fiber optic to the fiber channel switches.
3. Training of System Engineers and Administrators as a component of knowledge transfer.

3. TIME FRAME

It is expected that the selected company shall implement the solution within **six (6) weeks** upon announcement of the winner bidder. Decommissioning and installation should be finished in one (1) week.

4. EXPECTED SERVICE LEVELS

Bidders comply with the “Very good” knowledge of Dell/EMC Storage area Network will get lesser score as shown in the technical evaluation criteria. Bidder that doesn’t comply with the “acceptable” will get no point. Bidders are required to complete

5. SLA and Service Credit allocation Policy (Acceptable)

	SLA indicator	SLA Value Required	Bidder’s compliance with the Requirement, state Yes or No or Propose your own SLA
1	Dell/EMC STORAGE SYSTEM AREA NETWORK	99.999%	
2	The STORAGE SYSTEM AREA NETWORK SLA	4 hours	
3	Available of replacement of component	Less than or equal 4 hours	
4	Call responses	2 hours	
5	Mean time to repair	4 hour	

TERMS AND ABBREVIATIONS

ADB: Acronym for African Development Bank. The terms "ADB", "The Bank" and "ADB Group" are used to refer to the same organization, the African Development Bank Group comprising the African development Bank (ADB), the African development Fund (ADF) and the Nigeria Trust Fund (NTF).

SAN: Storage system Area network Services Provider
FC: Fiber Channel

6. Special Conditions Of Purchase

Bidders must ensure that the goods offered under this request for proposal are eligible to be used in South Africa and other countries specified in Annex VII. The Bank reserves the right to request proof of written authorization from the manufacturer.

In addition, potential bidders are requested to confirm:

1. Acceptance of Terms to acquire goods, works and services of the Bank;
2. the country of origin;
3. provisions for warranties and maintenance for each type of article;
4. the validity of bids, and
5. availability and delivery time;
6. delivery conditions.

7. Documents To Be Provided

1. **Financial Proposal Questionnaire**
2. A copy of the **company certificate** of incorporation and/or register of commerce. The requested documents shall clearly indicate the country of origin of the company and allocation of capital between stakeholders, which must meet the Bank eligibility requirements;
3. **Audited financial statements** for the past 3 years (2015, 2016, 2017 or latest)
4. **Project plan** for the management of the contract including delivery lead time, installation, commissioning and maintenance
5. A description of your **relevant experience** on this particular field, supported with at least three (03) examples of projects with similar nature and complexity carried out with satisfaction during the last three years 2016, 2017 and 2018 or latest
6. **Qualifications and level of competency of each key staff** to be assigned to the execution of the contract (use format as described in Annex VI - **Appendix H and I** .
7. Full name and address of the manufacturer's representative closest to the consignee, who can provide after- sales-service, spare- parts and warranty services;
 - A Statement Of Conformity form, fully completed and signed (using format as described in Annex 4, Appendix A)
 - The contract initialed and stamped on each page

EXPECTED COMMENCEMENT DATE

The provision of the Storage system Area network Solution will commence on **30th September 2019**

ANNEX III – EVALUATION CRITERIA AND METHODOLOGY

- 1) A qualification (pass/fail) assessment will be carried out to determine whether proposals meet the qualification criteria. Proposals determined to meet the qualification criteria shall be considered for the next stage. Proposals not meeting the qualification criteria shall be rejected. The qualification (pass/fail) questionnaire is set out in Annex IV.
- 2) A two-stage process shall be adopted in evaluating proposals. Proposals shall be ranked according to technical score (Nt) and financial score (Nf) using the weights (T = the weight given to the technical proposal, **80 %** (F = the weight given to the financial proposal **20 %**) (T + f = 1).
- 3) The final score shall be calculated as follows:

$$\text{Final Score (NG)} = (\text{Nt} \times \text{T} \%) + (\text{Nf} \times \text{F} \%)$$

TECHNICAL EVALUATION

- 4) Bidders shall obtain a minimum of [80] points following evaluation of technical proposals (“Qualifying Technical Score”) to be considered for financial evaluation. Bidders obtaining less than the Qualifying Technical Score shall be rejected
- 5) The technical evaluation questionnaire is set out in **Annex IV**.
- 6) The bidder obtaining the Qualifying Technical Score shall be notified of the opening of financial proposals. The financial proposals shall be opened and checked for completeness and corrected for computational errors.

FINANCIAL EVALUATION

- 7) The financial proposals shall be evaluated in accordance with the formula below. The bidder or bidders with the lowest financial proposal (Fm) shall be given 100 points. The financial scores of the other bidders (F) shall be computed as follows:

$$\text{Nf (financial score)} = 100 \times \text{Fm} / \text{F}$$

(F = amount of financial proposal converted in the common currency).

FINAL RANKING

- 8) The bidder or bidders with the highest combined technical and financial score will be ranked first and eligible for award of the contract.

ANNEX IV – TECHNICAL PROPOSAL QUESTIONNAIRE

Appendix A

STATEMENT OF CONFORMITY

To: **THE AFRICAN DEVELOPMENT BANK
SOUTHERN AFRICA REGIONAL DEVELOPMENT AND BUSINESS DELIVERY OFFICE
(RDGS)
339 WITCH-HAZEL AVENUE
HIGHVELD, ECO PARK 1
CENTURION 0157
SOUTH AFRICA**

Dear Sir/Madam,

We, the undersigned, declare that:

- (a) We have examined the Request for Proposal (RFP) No **ADB/RFP/RDGS/2019/0136-PROVISION OF STORAGE SYSTEM AREA NETWORK BASED NETWORK SOLUTION** 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

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: <input type="checkbox"/> Articles of Incorporation or Registration of firm named and information on the capital structure. <input type="checkbox"/> In case of JV, letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement <input type="checkbox"/> 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. <input type="checkbox"/> Organizational chart of the company and list of current staff

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: <ul style="list-style-type: none"><input type="checkbox"/> Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure.<input type="checkbox"/> 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<input type="checkbox"/> 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<input type="checkbox"/> Organizational chart of the company and list of current staff

QUALIFICATION (PASS/FAIL) 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. The bidders shall clearly indicate where their responses are located in the proposal in the comment section of the table hereunder.

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.							
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.							

<p>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.</p>						
<p>The goods and services offered are produced in a member country of the Bank.</p> <p>If yes, provide evidence, such as, operating license, information on origin of goods and services.</p>						
<p>The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS.</p>						
<p>The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation.</p>						
<p>The bidder has not fulfilled obligations relating to 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.</p>						
<p>The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last five (5) years?</p>						
<p>The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.</p>						

The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, 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.							
FINANCIAL STANDING	See below						
The bidder has a minimum annual turnover of at least ZAR 5 million for the last three years [2015, 2016, 2017]. Or latest	Must meet requirement	Existing or intended JV must meet requirement	Must meet at least 20% of the requirement	Must meet 40% of the requirement			

<p>The bidder can demonstrate sound financial performance?</p> <p>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 [2015, 2016, 2017 or the latest],</p> <p>If the laws of the bidders' country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2015, 2016, 2017 or the latest].</p>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
<p>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?</p> <p>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.</p>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
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 three (3) years]	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			

<p>If yes, provide evidence, such as, information on the bidder's company (description, including a short history, business plan, services offered, organizational chart, and number of staff and list of current staff, number of years in business).</p>						
<p>The bidder has experience in at least [three (3)] similar contracts as a prime contractor within the last [three (3)] 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 (bandwidth of the link), value of the contract, complexity, methods/technology (design) or other characteristics as described in the RFP.</p> <p>If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 3 years.</p>	<p>Must meet requirement</p>	<p>Existing or intended JV must meet requirement</p>	<p>Must meet requirement</p>	<p>Must meet requirement for one specialism</p>		
<p>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.</p>						
<p>HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION</p>	<p>Must meet requirement</p>	<p>Existing or intended JV must meet requirement</p>	<p>Must meet requirement</p>	<p>N/A</p>		
<p>The bidder has had a contract(s) terminated in the last [three (3) years] for unsatisfactory performance or default.</p> <p>Bidders shall complete the litigation history form.</p>						

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.							
REGISTRATION WITH NATIONAL REGULATORY BODY	Must meet requirement						
The bidder must be registered, at the closing date of the RFP, with the relevant local registration body for the work required for a PASS.							
SITE VISIT / PRE-BID MEETING (if mandatory)	Must meet requirement						
The bidder attended the site visit and pre-bid meeting							Not mandatory
The bidder must attend the site visit and pre-bid meeting 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.							
FIBER OPTIC CORE NETWORK	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
The bidder is a tier 1 STORAGE SYSTEM AREA NETWORK Provider drawing							

connection from two (2) different tier 1(Gateway) providers. ¹						
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.						
A bidder shall PASS all above criteria to be considered for the next stage.						
Remarks (Accept/Reject for the next stage)						

¹ **TIER 1** - solutions and Services provider

TIER 2 - sales and Installation provider

TIER 3 - Sales provider

LITIGATION HISTORY

Name of Bidder:

Reference: ADB/RDGS/RFP/2019/0136

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			
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Contract non-performance did not occur during the stipulated period			
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 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			
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> No pending litigation			
<input type="checkbox"/> 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:	_____

CONFLICT OF INTEREST DISCLOSURE FORM

Name of Bidder:	Reference: ADB/RDGS/RFP/2019/0136
-----------------	-----------------------------------

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: Signed: Duly authorized to sign this proposal for and on behalf of: Dated on:	In the capacity of:
--	---------------------

Appendix G

TECHNICAL EVALUATION

1. TECHNICAL EVALUATION (100 POINTS) (weight = 80%)

To be responsive, offers must contain all the information required in each envelope as described above. Responsive offers will be the subject of a technical analysis and will be assigned a technical score (Nt) according to the following criteria:

Technical Evaluation Criteria	<u>Point</u> <u>s</u>	<u>Score</u>
<u>A Experience, Reputation, Knowledge of Project Environment and Financial Viability</u>		
<u>1 Experience in the same field as that of the Assignment of similar size</u>	5	
2 Professional reputation within the Storage Management field	5	
3 Expertise in carrying out similar projects for International institutions or other large institutions	5	
4 Financial Viability	5	
<u>B. Thoroughness, Reasonableness, and Responsiveness of the Methodology and Work Plan</u>		
1 Project Plan	10	
2 Methodology and Proposed Solution	5	
3 Enhancements (New initiatives relevant to the Bank)	5	
4 Risk Management Proposal (5 points)	5	
5 Training Programme	5	
<u>C. Qualifications and Competence of the Key Personnel for the Assignment.</u>		
1. General Qualifications (in Dell/EMC storage area network)	5	
2. Experience in Field of Assignment Described (3 projects each 1.66 points)	5	
3. Composition of qualified technical Staff (experts 5 points), Professional 3 points, Specialist 2 points.	10	
4. Experience with International Financing Institutions and Agencies	5	
5. Language Capacity (English a bonus French)	5	
<u>D. Project Management and Social Responsibility aspects</u>		
1. Suitability of the transfer of knowledge program	5	
2. Project Management (Proof of competence)- May include sample of Project Completion report.	5	

3. Demonstrated initiative indicating how the bidder is or intends to be environmentally and socially responsible	5	
Total Marks	100	

Appendix G (ii)

1. DETAILED EVALUATION FOR SUSTAINABLE CRITERIA (100 POINTS) (weight = 5% OF TECHNICAL EVALUATION)

Service providers are expected to observe the possibility of reducing cost and ensuring that value for money is extended to the Bank. They are also expected to recognize the need to protect the environment and that social aspects concerning its staff members are respected. Service providers are required to indicate the level of engagement and compliance with the terms of reference in relation to sustainability and demonstrate their current status.

1. Economy

Criteria	Evidence	Points	Score
It the quality of the material to be used durable?		15	
Have you considered maintenance of the equipment and ease in finding spares locally?		10	
Is the equipment to be installed energy efficient?		8	

2. Environment.

The provider is requested to indicate to what extent they are compliant with environmental factors as regards to the following:

Criteria	Evidence	Points	Score
Do you use environmental friendly equipment during implementation of project?		10	
Do you minimize waste and exercise recycling?		5	
Do you ensure that hazardous materials are not used during implementation of your projects?		6	
Exercise use of energy serving means and environmental friendly methods during construction		4	
Transport of the material to the site, is it done in an environmental friendly way?		5	
Are the equipment to be installed environmental friendly?		5	

3. Social

The social aspect relates to the staff employed by the service provider. The Bank would like to see how the staff are treated in terms of the following criteria.

Criteria	Evidence	Points	Score
Does the bidder observe the minimum wage requirement?		4	

Are the workers accorded the right working gears and working environment?		4	
Are the workers treated fairly during implementation of the project?		4	
Total		100	

Total points 100. This part will constitute only 5% of the total evaluation score of the Bidder

An offer will be declared technically qualified and will be considered for the financial analysis if it obtains a minimum score of Eighty (80) points.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

(To be included in the Technical Proposal)

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

National Identity number:

Certificate of good conduct:

Date of Birth:

Years with Firm:

Nationality:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date:

Signature of staff or authorized officer from the bidding firm

Day/Month/Year

2. FINANCIAL EVALUATION (weight = 20%)

36) Bidders obtaining the qualifying minimum technical score will be advised so, and it shall be notified to them (by email or by fax) the date and time of the opening of their financial envelope.

b) The financial proposals will first be checked for completeness and corrected for computational errors.

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

36) The financial scores of the other Bidders (F) shall be computed as follows:

$$N_f (\text{financial score}) = 100 \times F_m / F$$

(F = amount of financial proposal converted in the common currency).

36. Final Ranking

Proposals shall finally be ranked according to their combined technical (N_t) and financial (N_f) scores using the weights (T = the weight given to the technical proposal, 80%); f = the weight given to the financial proposal, 20%; $T + f = 1$) indicated in the above:

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

ANNEX V – FINANCIAL PROPOSAL QUESTIONNAIRE

Appendix A

BID SUBMISSION FORM

**THE AFRICAN DEVELOPMENT BANK
SOUTHERN AFRICA REGIONAL DEVELOPMENT AND BUSINESS DELIVERY OFFICE
(RDGS)
339 WITCH-HAZEL AVENUE
HIGHVELD, ECO PARK 1
CENTURION 0157
SOUTH AFRICA**

Dear Sir/Madam,

We, the undersigned, declare that:

- (a) We have examined the Request for Proposal (RFP) No ADB/RFP/RDGS/2019/0136 **PROVISION OF STORAGE SYSTEM AREA NETWORK BASED NETWORK SOLUTION** 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

FINANCIAL BID QUESTIONNAIRE

BILL OF QUANTITIES/SCHEDULES OF PRICES

To:

**THE AFRICAN DEVELOPMENT BANK
SOUTHERN AFRICA REGIONAL DEVELOPMENT AND BUSINESS DELIVERY OFFICE
(RDGS)
339 WITCH-HAZEL AVENUE
HIGHVELD, ECO PARK 1
CENTURION 0157
SOUTH AFRICA**

DATE:

Item	Description	Country of Origin	Qty	Price	Amount	
VNX RP						
SYSTEM	RECOVERPOINT		1			
VNX-RPHW7-G6T	RPA FOR VNX2, VNXE3200		1			
INTCAB-PWRCRD	C14-TO-C13 1METER INTERNAL CAB PWR CORDS		2			
	PROSUPPORT W/MISSION CRITICAL-HW WARRANT		1			W-PSM-HW-001
SYSTEM	RECOVERPOINT		1			
VNX-RPHW7-G6T	RPA FOR VNX2, VNXE3200		1			
INTCAB-PWRCRD	C14-TO-C13 1METER INTERNAL CAB PWR CORDS		2			
	PROSUPPORT W/MISSION CRITICAL-HW WARRANT		1			W-PSM-HW-001
SYSTEM	RECOVERPOINT		1			
GEN6-10GB-SFP	10GBE OPTICAL SFP (MULTI-MODE)		8			
GEN6-10GBE-FI-U	10GB OPTICAL SLIC (LANDSLIDE) UPG		2			
OBN-RPHW3-G6T-D	DELL RPA GEN6 FOR UNITY		1			
INTCAB-PWRCRD	C14-TO-C13 1METER INTERNAL CAB PWR CORDS		2			
	PROSUPPORT W/MISSION CRITICAL-HW WARRANT		1			W-PSM-HW-001
SYSTEM	RECOVERPOINT		1			
OBN-RPHW3-G6T-D	DELL RPA GEN6 FOR UNITY		1			
INTCAB-PWRCRD	C14-TO-C13 1METER INTERNAL CAB PWR CORDS		2			
	PROSUPPORT W/MISSION CRITICAL-HW WARRANT		1			W-PSM-HW-001
SYSTEM	RECOVERPOINT		1			
GEN6-10GB-SFP	10GBE OPTICAL SFP (MULTI-MODE)		8			
GEN6-10GBE-FI-U	10GB OPTICAL SLIC (LANDSLIDE) UPG		2			
	PROSUPPORT W/MISSION CRITICAL-HW WARRANT		1			W-PSM-HW-001

SYSTEM	UNITY 450F ALL FLASH		1			
D3SL16FAF	UNITY 2X4 PORT 16G FC IO		1			
D3SFP16FAF	UNITY 4X16GB SFP FC CONNECTION		1			
40U-RK-DRLKAF	UNITY AFA RACK W/DOOR LOCK		1			
40U-PWR-IECAF	CAB POWER CORD IEC309		2			
D32BD32AD25AF	UNITY 450F 2U DPE 25X2.5 DRIVE EMC RK		1			
D3F-2SFXL2-7680	UNITY AFA 7.68TB SSD 25X2.5		15			
	PROSUPPORT W/NBD-HARDWARE SUPPORT		1			M-PS-HWE-005
458-002-526	UNITY AFA BASE SOFTWARE=IC		1			
	PROSUPPORT W/NBD-SOFTWARE SUPPORT		1			M-PS-SWE-005
SYSTEM	SRM		1			
458-002-287	STORAGE M&R FOR UNITY=IC		1			
456-113-338	STORAGE M&R FOR UNITY LIC=IC		1			
	PROSUPPORT W/MISSION CRITICAL-SOFTWARE		1			M-PSM-SWE-005
SYSTEM	APPSYNC		1			
458-001-735	APPSYNC BASIC FOR UNITY 400F/450F =IC		1			
456-111-474	APPSYNC BASIC FOR UNITY 400F/450F LIC=IC		1			
	PROSUPPORT W/MISSION CRITICAL-SOFTWARE		1			M-PSM-SWE-005
SYSTEM	RECOVERPOINT		1			
458-001-375	RP BASIC FOR UNITY 400/400F/450F =IC		1			
	PROSUPPORT W/MISSION CRITICAL-SOFTWARE		1			M-PSM-SWE-004
Equipment Subtotal						
Training	Dell EMC Unity Implementation and Administration + Exam Vouchers		5			
Cables	10 meters LC/LC multimode fiber		20			
Professional services	Installation, initialization and commissioning					
	2 years Extended warranty					
Services Subtotal						
Grand Total						

Description	Unit	Quantity	Unite Price (ZAR)	Total (ZAR)
EQUIPMENT				

Contract Milestones: (these are events that trigger amount due to the supplier. Following the milestone event, the supplier will need to submit an invoice including the evidence required to be paid)

Contract Amount (this could be a percentage of the contract value or a set amount)

1. (a) Delivery of equipment to the Bank ; Installation testing/acceptance and commissioning of equipment (b) Training provided to minimum of 5 Bank staff	Installation, Equipment and Commissioning Costs paid on invoicing.

ANNEX VI – ELIGIBILITY REQUIREMENTS

PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

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 member's 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.

ANNEX VII - LIST OF MEMBER COUNTRIES OF THE BANK

REGIONAL COUNTRIES (*means location of existing or future Bank offices)			
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*	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. South Sudan	47. Sudan*	48. Swaziland
49. Tanzania*	50. Togo	51. Tunisia*	52. Uganda*
53. Zambia*	54. Zimbabwe		
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. Luxemburg
17. Netherlands	18. Norway	19. Portugal	20. Saudi Arabia
21. Spain	22. Sweden	23. Switzerland	24. Turkey
25. United Kingdom	26. United States of America		

ANNEX VIII – General Terms and Conditions for the Purchase of Goods, Works and Services

1.0 Constitution of Contract

- 1.1 The submission of any bid or proposal shall constitute acceptance of the African Development Bank General Terms and Conditions for the Purchase of Works and Services, except to the extent they may be modified by special conditions attached to the Contract or Purchase Order (PO). These General Terms and Conditions are then an integral part of the Contract or PO to which they are attached.
- 1.2 No additional or inconsistent provisions and no variations in or modifications of that Contract or PO made by the Contractor shall be binding unless agreed to in writing by the African Development Bank (hereinafter called the “Bank” or AfDB).

2.0 Performance of Contract

- 2.1 The Contractor agrees to provide the works or services (hereinafter called the “Services”), as the case may be, required hereunder in accordance with the requirements set forth in the Contract or PO documents. The Contractor undertakes to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the Contractor’s industry, having due regard to the nature and purposes of the Bank as an international organization and to ensure that the employees assigned to perform any Services under the Contract or PO will conduct themselves in a manner consistent therewith. The Services will then be rendered: (1) in an efficient, safe, courteous and businesslike manner; (2) in accordance with any specific instructions issued from time to time by the Bank’s designated Project Manager; and (3) to the extent consistent with the above as economically as sound business judgment warrants. The Contractor shall provide the services of qualified personnel through all stages of this Contract/PO. The Contractor shall promptly replace any member of the Contractor’s project team that the Bank considers unfit or otherwise unsatisfactory. The Contractor represents and warrants that it is in compliance with all the applicable laws of any jurisdiction in which the Services shall be performed.

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

- 2.3 The Contractor 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 the Contract/PO.

3.0 Conflict of interest

- 3.1 The remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. The Contractor shall not accept for its benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any subcontractors, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 3.2 The Contractor or the contractor’s employees, subcontractors and subcontractor’s employees shall, during the term of the Contract/PO strictly avoid carrying out any other assignments that may be in conflict with this assignment for the Bank.

4.0 Financial Liability, Immunities and Applicable Law

- 4.1 The financial liability of the Bank under this Contract/PO shall not exceed the total amount of the Contract/PO.
- 4.2 Nothing in the Contract/PO or relating thereto shall be construed as constituting a waiver of the privileges or immunities of the African Development Bank.
- 4.3 This Contract/PO is subject to the laws of England, unless otherwise specified in a specific provision of the Contract/PO.

5.0 Insurance

- 5.1 The Contractor shall procure and maintain during the entire period of performance of this Contract/PO, all adequate insurance required by law in the jurisdiction where the Services will be performed. Upon request of the Bank, the Contractor shall be able to furnish evidence of such insurance or can be asked to take complementary coverage in order to meet the requirements of the present article.

6.0 Documents

- 6.1 The Contractor shall furnish all documents and technical information that the Bank may deem necessary for the performance of the Contract/PO.
- 6.2 The Contract/PO Number must appear on all invoices, shipping documents, packing slips, packages and correspondence.

7.0 Changes

- 7.1 The Bank may, at any time by written order designated or indicated to be a change order, make changes to the Contract/PO or any part thereof.
- 7.2 If any such change increases or decreases the cost of and/or the time required for the performance of any part of the Contract/PO, an equitable adjustment shall be made in the Contract/PO price or time schedule or both, and the Contract/PO shall accordingly be amended. No change in, modification of, or revision to the Contract/PO shall be valid unless in writing and signed by an authorized representative of the Bank.
- 7.3 Prices indicated in the Contractor's bid shall, at all times, be deemed to be firm and not subject to revision. Works and services for the Bank are exempted from taxes and customs duties. If a Contractor is unable to invoice exclusive of taxes, he shall show these taxes and customs duties on a separate line in the invoice, and the payment will be made free and clear of these taxes and customs duties.

8.0 Payment and Claims

- 8.1 Payment will normally be made through check or bank transfer within 30 days after receipt and acceptance of the Services or from receipt of a correct signed invoice whichever is later.

Invoices must be sent in duplicate (one original and one copy) at the following address:

**THE AFRICAN DEVELOPMENT BANK
SOUTHERN AFRICA REGIONAL
DEVELOPMENT AND BUSINESS
DELIVERY OFFICE (RDGS)
339 WITCH-HAZEL AVENUE
HIGHVELD, ECO PARK 1
CENTURION 0157
SOUTH AFRICA**

Appropriate documentation should accompany all invoices.

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

9.0 Warranties

- 9.1 The Contractor warrants that the Services provided under this Contract/PO will conform to the specifications, or other descriptions furnished or specified by the Bank.
- 9.2 If the Contractor fails to comply with the above requirements, the Bank may after notice to the Contractor, take action at the Contractor expense which in the opinion of the Bank is necessary.

10.0 Safety

- 10.1 The Contractor shall ensure that itself and all its personnel observe and comply with all applicable safety rules including those specified by the Contractor and the Bank and the Bank's fire, safety and security regulations. The Contractor shall ensure that any work areas assigned by the Bank to the Contractor are cleaned daily and remain free of hazards.

11.0 Suspension

- 11.1 The Bank may at any time suspend the performance of the Contract/PO or any part thereof, even 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 Contractor's further performance of the suspended part after the Contractor has been directed to suspend performance.

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

12.0 Termination of Contract/PO

12.1 The Bank may, by written notice, without the authorization of a court or any other authorization and without prejudice to any other remedy, terminate the Contract/PO in whole or in part:

12.1.1 If the Contractor fails to perform any of its contractual obligations and does not immediately rectify such failure after receipt of a written notice by the Bank;

12.1.2 If the Contractor becomes insolvent or bankrupt or ceases paying its debts generally as they mature.

12.1.3 For convenience, without assigning any reason.

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

12.3 If the Bank terminates the Contract/PO pursuant to Paragraph 12.1.1, the Bank may procure, upon such terms and in such manner as it may deem appropriate, services and works similar to those not delivered and the Contractor shall be liable for any excess costs or damage caused to the Bank by the Contractor's default. The Bank reserves the right to offset costs, incurred by it in relation to the termination of the Contract/PO, from any monies due. In case of partial termination of the Contract/PO, the Contractor shall continue performance of the Contract/PO to the extent not terminated.

12.4 If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (iii) for convenience, the notice of such a termination shall state that termination is for the Bank's convenience, the extent to which the performance under the Contract/PO is terminated, and the effective termination date. The Bank will issue an equitable adjustment, not to exceed the total Contract/PO price, to compensate Contractor for: (i) the Contract/PO price for the Services accepted by Bank but not paid previously and adjusted for any savings, (ii) the costs incurred in the performance in the work terminated, including initial and preparatory expenses; (iii) the cost of settling

and paying other contractors or subcontractors under terminated agreements properly chargeable to the terminated portion of the Contract/PO and not included in items (i) and (ii) hereof; and (iv) a reasonable profit on item (ii) above.

12.5 If the Contractor is found to have engaged in any corrupt or fraudulent practices in connection with the Contract/PO, the Bank may in its sole discretion do any or a combination of the following: (i) declare void or terminate this Contract; (ii) declare the Contractor ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Contractor. For purposes hereof,:

- "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the procurement process or in Contract/PO execution.

- "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract/PO to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

13.0 Period of performance and Liquidated Damages

13.1 The period of performance of the Services shall be as stated on the front of the Contract/PO.

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

14.0 Liability

14.1 The Contractor shall be liable for all damages arising from its action or that of its agents, of which he or its agents could be held liable under the applicable laws.

14.2 The Contractor shall bear the full financial consequences of any material damage or personal injuries, including death which, through its action or that of its agents, may be

suffered by himself, its agents, the Bank or its agents or any third party.

- 14.3** The Contractor undertakes to indemnify and hold the Bank and its agents and principals harmless against all claims, suits and losses that are due to personal injury (including death) or property damage to the extent caused, or alleged by a claimant to have been caused, connection with the performance of the Services under this Contract/PO, by (i) improper or defective work performed by the Contractor; (ii) improper or defective machinery, materials, supplies, implements, equipment or appliances provided, installed or used by the Contractor; and (iii) negligent or wrongful acts or omissions of the Contractor, the Contractor's sub-contractors or the personnel or agents of either of them.

15.0 Intellectual Property and Confidentiality

- 15.1** The Contractor agrees to indemnify and hold harmless the Bank, its officers, employees and agents against all claims, suits and losses that arise from patent, trademark and/or copyright infringement by the Contractor. The Contractor further agrees and indemnifies the Bank in any action against the Bank by the Contractor's employees seeking further compensation for claims covered by the Contractor's worker's compensation insurance. The obligation set out in this Article shall survive the expiration or termination of the Contract/PO.

- 15.2** The Contractor shall not, while performing the Contract/PO or at any time thereafter, use, or disclose 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 Contract/PO. The Contractor shall not use the Bank's name or emblem without prior written authorization.

16.0 Resolution of Disputes

- 16.1** The Bank and the Contractor 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.

- 16.2** 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.

- 16.3** The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) days after the Notice of Dispute, the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration ("LCIA") shall act as the appointing authority.

- 16.4** The seat or legal place, of arbitration shall be Kigali, Rwanda.

- 16.5** The language to be used in the arbitral proceedings shall be English.

- 16.6** The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. Notwithstanding the provisions of the UNICTRAL Arbitration Rules, the arbitral tribunal shall not be authorized to take or provide and the parties shall not be authorized to seek from any judicial authority any interim measures of protection or pre-award relief against the other party.

- 16.7** 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.

17.0 Governing law

- 17.1** This Agreement shall be governed by, enforced and construed in accordance with the laws of England.

18.0 Force Majeure

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

- 18.2** 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.

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

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

19.0 Severability

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

20.0 Copyrights, database and design rights

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

ANNEX IX– DRAFT CONTRACT

ADB/CTR/RDGS/2019/

FOR

STORAGE SYSTEM AREA NETWORK BASED NETWORK SOLUTION

BETWEEN

**THE AFRICAN DEVELOPMENT BANK
SOUTHERN AFRICA REGIONAL DEVELOPMENT AND BUSINESS
DELIVERY OFFICE (RDGS)**

AND

THE CONTRACTOR

THIS CONTRACT is entered into by and between THE AFRICAN DEVELOPMENT BANK (hereinafter called '**the Bank**', an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE d'IVOIRE and its Southern Africa Regional Hub (RDGS) having its offices at 339 Witch-Hazel Avenue, Highveld, Eco Park 1, Centurion, South Africa on the **one part** and XXXXXXXXXXXXXXXXXXXX, hereinafter called the **Service Provider** a company duly incorporated and existing under the laws of South Africa , Trade Register No whose principal place of business is located at XXXXXXXXXXXXXXXXXXXX , of the **other part**.

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

The Parties hereto agree as follows:

- (i) The Supplier represents and warrants that it possesses the competence and resources to supply and perform the Services (as defined in Terms of Reference which serve as an integral of the present Contract).
- (ii) The Supplier agrees to provide the Services according to the timeline set out in each relevant document in South Africa.

The following documents (hereinafter referred to as "Contract Documents"), shall be deemed to form, and be read and construed as integral part of this Agreement, viz.:

- Annex I: Terms of Reference
- Annex II: Service Provider's Technical Proposal
- Annex III: Price Schedule
- Annex IV: Service Level Agreement
- Annex v: Supplier Performance Evaluation Form
- Annex VI: General Terms and Conditions for the Purchase of Goods, Works and Services

DEFINITIONS:

In this Contract the following words and expressions shall have the meanings hereby assigned to them:

- (i) "Contractor" means the Storage system Area network Service Provider firm whose proposal has been selected by the Bank and the legal successors in title of such firm, but not any assignee of such firm.
- (ii) "Sub-Contractor" means any Storage system Area network services firm named in this Contract as Subcontractor for a part of the Services or any legal firm to whom a part of the Services has been subcontracted with the consent of the Bank and the legal successors in title to such firm, but not any assignee of any such firm.
- (iii) "Contract" means this Contract, including the Terms of Reference (TOR), the Contractor's Proposal and such further documents as may be expressly incorporated in this Contract by the Parties.

- (iv) "Terms of Reference" means a detailed description and concise specification of the Services, including methodology and time frame for their performance, prepared by the Bank.
- (v) "Proposal" means the Contractor's proposal to the Bank for the performance of the Services.
- (vi) "Services" means all the services to be performed in accordance with this Contract, as set out in the Terms of Reference (TOR) and in the Contractor's Proposal.
- (vii) "Contract Price" means the amount stated in paragraph 6.1 of the Contract as payable by the Bank to the Contractor for the full and proper performance and provision of the Services in accordance with this Contract.
- (viii) "Cost" means all expenditure properly incurred or to be incurred, including overhead charges and a reasonable allowance for profit.

The parties agree that words and abbreviations, not specifically defined herein above, but which have well known technical or trade meanings, are used in this Contract in accordance with such recognized meanings.

SCOPE OF SERVICE

The African Development Bank Group wish to acquire a fast storage system technically known as Dell EMC Unity 450 All Flash Storage Array with 150TB guaranteed capacity and four (4) replication devices technically known as Dell EMC RecoverPoint Generation 6 Appliances for continuous remote data replication solution.

As mentioned above, the Bank would like to specifically acquire this brand and model because it is supposed to work in sync with a similar facility at HQ in order to facilitate compatibility.

1.1 These devices will replace the existing Dell/EMC VNX5500 storage Array and RPA Gen4 cluster in Centurion and RPA Gen5 clusters in Abidjan backup link of 100/100 Mbps.

1.2 The delivery is expected to be done in two shipments, one to RDGS and the second one in Abidjan:

- The Dell/EMC Unity 450 storage system and two RPA Gen 6 RecoverPoint will be delivered to African Development Bank Southern Africa Regional Development and Business Delivery Office.
- Other two Dell/EMC RPA Gen 6 RecoverPoint will be delivered to Abidjan, HQ Office.

COMMENCEMENT OF SERVICES AND CONTRACT TERM AND EXTENSION OPTION

2.1 COMMENCEMENT OF SERVICES

This Contract shall become effective upon execution by the parties hereto. The Service Provider shall commence the Services no later than **30th October 2019**, (the "Commencement Date") and shall carry out the Services in a manner most suited to the requirements of this Contract.

2.2 CONTRACT TERM AND EXTENSION OPTION

2.2.1. The duration of this Contract is five (5) years, with effect on 30th October 2019 In

accordance with TOR.

2.2.2. In the event that a Service Provider is not selected prior to the contract expiration date or by termination by the Bank, it shall be incumbent upon the Service Provider to continue the service under the same terms and conditions until new services can be completely operational. At no time shall this service extend more than ninety (90) days beyond the original expiration date of the base contract term or any extension thereof.

PAYMENT FOR THE SERVICES

3.1 The Bank will pay to the Service Provider an amount not exceeding xxxxxxxxxxxxxxxxxxxx (xx,xxx.00) for the supply, installation and commissioning of the SAN as described in the TOR and specification of the RFP. Payment shall be effected upon system acceptance, following receipt of invoice.

3.2 The Bank will ensure that payment is made within 30 days of receipt of the invoice. Payments shall be made by Bank Transfer (SWIFT) or such other method that may be agreed between the parties from time to time to the following s account:

- **Name of the Bank:**
- **Address of the Bank:**
- **Account number:**

3.3 Payment of the Contract Amount shall be in accordance with the modalities specified in **Annex III** to this Contract.

3.4 ADDITIONAL SERVICES

For Additional Services the Contractor shall be compensated for all fees and expenses for the Services, including, but not limited to labour costs and reimbursable costs for Contractor's employees and Contractor's sub-contractor in the interest of the Services based on a mutually agreed negotiated amount based on the rates specified.

3.5 EXCLUSION OF ESCALATION OF PRICES

The prices set forth in the Contractor's Proposal are fixed and firm and not subject to price escalation.

3.6 The Bank, its assets, property, operations, transactions and income are exempt from all forms of taxation in accordance with the provisions of the Agreement establishing the African Development Bank. Accordingly, the Service Provider shall not claim from the Bank any taxes, levies, license fees or any other such charges in relation to this Contract which are paid or may be payable to the municipal/local Council or any other responsible Authority in relation to this Contract and or the Services provided under this Contract.

OWNERSHIP OF DATA SERVICES EQUIPMENT

4.1 This is a contract for the provision of Services. Any equipment provided by the Service Provider and used for the establishment and provision of the Services shall remain the exclusive property of the Service Provider;

and nothing herein contained shall be construed as granting to the Bank any right in or to equipment.

- 4.2 For any software damage of the equipment, the Service Provider shall replace the damaged equipment at no charge to the Bank. For any physical damage to the equipment located within the Bank's premises such as any breakage or fire or water damage caused by the Bank, the Bank shall pay a replacement fee, the cost of which shall vary and be negotiated depending on the damage incurred.

FORCE MAJEURE

- 5.1 Neither Party to this Contract shall be responsible for any delay or failure to perform its obligations under this Contract if the delay or failure is attributable to Force Majeure. "Force Majeure" means any event or condition which (a) wholly or partially delays or prevents the affected Party from performing any of its obligations under this Contract, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of the Party invoking Force Majeure, and (d) occurs without the fault or negligence of such Party.
- 5.2 The Party affected by such Force Majeure shall give prompt written notice to the other Party specifying the nature and probable duration of the Force Majeure, and the extent of its effects on such Party's performance of its obligations under this Contract. During the continuance of such Force Majeure, the obligations of the affected Party shall be suspended to the extent necessitated by such Force Majeure.
- 5.3 In the event of a Force Majeure which delays or prevents performance of the whole or any part of this Contract for more than thirty (30) days, either Party shall have the right, by notice in writing to the other Party, to terminate this Contract without liability to the other Party.

ASSIGNMENT AND SUB-CONTRACTING

6.1 ASSIGNMENT

The Service Provider shall not assign, transfer or make any other disposition of any of its rights or obligations under this Contract, in whole or in part, except with the prior written consent of the Bank.

6.2 SUB-CONTRACTING

The Service Provider shall notify the Bank in writing of all sub-contracts awarded hereunder if not previously specified in its bid. Notwithstanding such prior notification, the Service Provider hereby guarantees the full compliance of any of its sub-contractors with the terms of this Contract and the prompt performance thereof in respect of sub-contracted parts of the Services.

6.3 NO PREJUDICE

Notwithstanding the approval by the Bank of (i) the assignment by the Service Provider, in whole or in part, of this Contract; or (ii) the subcontracting of this Contract to a third party by the Service Provider, such approval in each such case shall be without prejudice to the Service Provider's obligations and liabilities hereunder.

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

7.1 CONFIDENTIALITY

The Service Provider shall not at any time communicate to any unauthorized person or entity any confidential information disclosed to the Service Provider for the purpose of the Services or discovered by the Service Provider in the course of the Services. Nor shall the Service Provider publish or cause or permit to be published, without the express authorization of the Bank, any conclusions or recommendations or any part thereof formulated in the course of or as a result of the Services.

7.2 OWNERSHIP OF DOCUMENTS

All documents, reports and data provided to, or compiled or prepared by, the Contractor in the course of carrying out the Services, if any, shall be the property of the Bank. Such materials shall be sorted and indexed by the Service Provider prior to delivery to the Bank. The Service Provider may retain copies thereof, provided, however, that such material shall not be used by the Service Provider for purposes unrelated to this Contract without the prior written approval of the Bank.

7.3 SURVIVAL

The provisions of this Article 8 shall survive termination of this Contract.

DISPUTE RESOLUTION

7.1 The Bank and the Service Provider shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (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.

7.2 If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the Service Provider have been unable to amicably resolve the dispute or disagreement, either party shall have the right to initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration (LCIA) shall act as the appointing authority. The arbitration shall take place in London, England. The language to be used in the arbitral proceedings shall be English. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. Neither the parties, nor the Arbitrator, nor the Appointing authority shall disclose the existence, consent, or results of any arbitration except with the prior written consent of both parties.

7.3 The Arbitrator shall abide by the rules of Ethics for international Arbitrators established by the international bar association. The authority of the Arbitration Tribunal to grant relief is subject to the terms of this Arbitration clause, the terms

of this agreement, and the law governing the Contract. The Arbitration Tribunal shall have no authority to award exemplary, punitive, or treble damages.

7.4 Nothing in this Contract shall operate or be construed as a waiver, renunciation or other modification of any right, privilege, immunity and exemption accorded to the Bank under the Agreement establishing the Bank, or under any applicable law.

7.5 Should the Bank be in breach of this Contract and all avenues to address the breach as stipulated in the Contract have been pursued with no remedy, and should this Agreement be terminated as a result thereof, then any outstanding amounts owed to the Service Provider shall become due and payable forthwith.

7.6 Should the Service Provider be in breach of its obligation, and all avenues to address the breach as stipulated in the contract have been pursued with no remedy, then should the Bank opt to terminate the contract, it will not be liable to pay any outstanding monies to the Service Provider.

LIQUIDATED DAMAGES

9.1 Subject to Article 6, if the Contractor fails to carry out the Services within the time period(s) specified in this Contract, the Bank shall, without prejudice to its other remedies under this Contract (Annex I, Section E), deduct from the fixed price element of the Contract Price (as defined below), as liquidated damages, a sum equivalent to 2% for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the total value of the Services. Once the maximum deduction is reached, the Bank may consider terminating this Contract.

TERMINATION OF CONTRACT

10.1 Termination for default – Either Party, without prejudice to any remedy for breach of Contract, by written notice of default sent to the other Party, may terminate this Contract in whole or in part, if that Party fails to perform any obligation(s).

10.2 Termination for insolvency – Either Party may at any time terminate the Contract by giving written notice to the other Party if that Party becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the insolvent Party.

10.3 Termination for Convenience - Either Party may cancel this Contract by giving ninety (90) days' written notice to the other party.

10.4 Upon termination of this Contract, both Parties shall take immediate steps to end the performance of the Contract in a prompt and orderly manner, mitigating any losses and keeping further expenditure to a minimum.

10.4.1 On Termination the Bank shall be liable only for payment for the part of the contract actually performed and actual expenses reasonably incurred prior to the effective date of termination.

GOVERNING LANGUAGE

11.1 The Contract is written in the English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall also be written in English

GOVERNING LAW

12.1 **This Contract shall be governed and interpreted in accordance with English Law, excluding its conflicts of law provisions.**

CORRUPTION

13.1 The Service Provider represents that no employee of the Bank involved in the award of the Contract has received, or will receive, directly or indirectly, any kind of benefit or advantage from the Supplier, its agents or affiliates, resulting from the award of the Contract or its implementation.

13.2 The Service Provider shall not engage in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practice in competing for or in executing the Contract.

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

EVALUATION OF THE AGREEMENT

14.1 This Agreement will be evaluated every six months. The quality of delivery of goods will be assessed using performance criteria on which the Supplier agrees (Annex V). Faults detected will be immediately reported in writing to the attention of the Supplier, as well as opportunities for improvement in order to meet the standards and market quality.

14.2 The results below those expected by the Bank and the failure to obtain the minimum required score for each criterion expose the Supplier to sanctions ranging from formal termination of the Agreement.

AMENDMENT AND ASSIGNMENT

8.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

8.2 The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

NOTICES

15.1 Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail or facsimile to such party at the address specified below:

**For the:
CONTRACTOR**

**For the:
AFRICAN DEVELOPMENT BANK**

.....
.....
.....
.....

.....
.....
339 Witch-Hazel Avenue, Highveld, Eco Park 1
Centurion, Gauteng, 0157

South Africa

ENTRY INTO FORCE

16.1 This Contract shall be effective on the date of Activation of the Data Services. **IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be duly executed in their respective names by their duly authorized representatives, on the respective dates specified below.

**For the:
CONTRACTOR**

**For the:
AFRICAN DEVELOPMENT BANK**

.....
.....
Date:
Place:.....

.....
.....
Date:
Place:

ANNEX I

Terms Of Reference

The objective of this solicitation is to select a highly qualified Dell EMC authorized partner with excellent delivery and support management for the supply and installation of a storage subsystem and replication devices.

The offer will be analyzed considering the following elements:

Attribute	Importance
Delivery timeline	High
Cost	High
Service and Support	High
Technical staff qualification	High
Spare kits availability	High

2. SCOPE OF WORK

The African Development Bank Group wish to acquire a fast storage system technically known as Dell EMC Unity All Flash Storage Array with 150TB guaranteed capacity and four (4) replication devices technically known as Dell EMC RecoverPoint Generation 6 Appliances for continuous remote data replication solution.

As mentioned above, the Bank would like to specifically acquire this brand and model because it is supposed to work in sync with a similar facility at HQ in order to facilitate compatibility.

2.1 These devices will replace the existing Dell/EMC VNX5500 storage Array and RPA Gen4 cluster in Centurion and RPA Gen5 clusters in Abidjan backup link of 100/100 Mbps.

2.2 The delivery is expected to be done in two shipments, one to RDGS and the second one in Abidjan:

- The Dell/EMC Unity 450 storage system and two RPA Gen 6 RecoverPoint will be delivered to African Development Bank Southern Africa Regional Development and Business Delivery Office.
- Other two Dell/EMC RPA Gen 6 RecoverPoint will be delivered to Abidjan, HQ Office.

3.3. The following summarizes the scope of work.

1. Delivery of the storage units to RDGS & HQ
2. Cabling
3. Hardware and software installation
4. Warranty (three years)

SECTION E: EXPECTED SERVICE LEVELS

	SLA indicator	SLA Value Required	Bidder's compliance with the Requirement, state Yes or No or Propose your own service credit
1	STORAGE SYSTEM AREA NETWORK and service availability	99.999%	
5	Mean time to repair	3 hours	

Annex II

Service Providers Technical Proposal

Annex III

Price Schedule

Annex IV

Levels of Effort

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

Roles and Responsibilities of the Bank and The Supplier

The Supplier

The Supplier's Support Team has the following general responsibilities under the Contract.

- The Supplier shall conduct business in a courteous and professional manner
- Once a support request has been submitted, the Supplier shall make themselves available to work with the Bank support resource assigned to the support request.
- The Supplier shall continue to provide the Bank access, software, licensing, training, documentation, and support for all software supplied.
- The Supplier shall provide all of the necessary and requested documentation, information, and knowledge capital to the Bank prior to the deployment of any new equipment

Supplier's Support Specialists

- The Bank end users do not contact the Supplier support resources directly to report a problem. All problem calls must be logged through the Banks ICT Officer/ICT Consultants.
- Identifying all tasks associated with each support request and deriving estimates for the completion of each task.
- Responsibility for responding to support requests.
- Conducting testing (system/integration/acceptance testing activities should be performed).
- Participating in the acceptance testing and implementation activities.
- Providing knowledge transfer to the Bank ICT support unit staff.
- Preparing monthly status reports.

The Bank

The Bank has the following general responsibilities under the Contract

- The Bank shall conduct business in the context of this Contract in a courteous and professional manner with the Supplier.
- The Bank shall log all information from the Supplier required to establish contact information, document the nature of a problem and the Supplier's equipment environment (as applicable).

- The Bank shall attempt to resolve problems over the phone on first call.
- The Bank shall escalate support request to next level of severity upon approach of established resolution targets.
- The Bank support unit shall assign severity codes based on its analysis of the situation.
- There are several roles deployed within the Bank that are integral to the provision of support services to the Bank. These roles include the following:

Bank team

The ICT Officer will act as the task manager and will provide the overall direction of the activities of the support specialists, participate directly in the production of the associated deliverables, and will negotiate with the Supplier's support manager regarding the classification of enhancements and the scheduling of tasks.

His or her duties will include:

- Ensuring SLA targets are met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule).
- Ensuring all work is performed according to the agreed-upon work methods and standards. Participating directly in the production of the associated deliverables.
- Assigning severity codes to support requests and liaising with the Supplier's team to negotiate the scheduling of tasks, and coordinate the activities of the Supplier's support team.
- Ensuring all required documentation, information, and knowledge capital has been prepared, as per transition checklist, and turned over prior to the start of support for a new equipment

The ICT Officer works as a point of contact for all activities relating to the transition of a new or modified equipment service from the Supplier to the African Development Bank's support unit and the decommissioning of Network and Systems Security Equipment. Reporting to the person in charge of the Network and Systems Security Divisional manager, he or she is responsible for planning, coordinating, and overseeing the transition of new equipment into production.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed in their respective names by their duly authorized representatives, on the respective dates specified below.

**For the:
CONTRACTOR**

**For the:
AFRICAN DEVELOPMENT BANK**

.....

.....

.....

.....

Date:

Date:

Place:

Place:

Annex V

PERFORMANCE EVALUATION OF SERVICE PROVIDER

SERVICE PROVIDER	
PURPOSE OF CONTRACT	
REFERENCE OF CONTRACT	
EFFECTIVENESS DATE	
EXPIRY DATE	
EVALUATION PERIOD	
OVERALL EVALUATION RATING	
TOTAL MARK	
OVERALL RATING IN %	
PERFORMANCE LEVEL	
EVALUATED BY	
APPROVED BY	
ENDORSED BY CHGS2	

EVALUATION CRITERIA	COEFFICIENT (1-3)	RATING (1-10)	TOTAL (Coef. x Rating)	COMMENT
I. CAPACITY OF SERVICE PROVIDER				
1. QUALITY OF CONTRACT SUPERVISION				
2. COMPLIANCE WITH REGULATIONS				
3. COMPLIANCE WITH TIME LINES				
4. SUPPLY				
5. HUMAN RESOURCES				
6. TECHNICAL RESOURCES				
7. MATERIAL RESOURCES				

8. APPROPRIATE MEASURES PROPOSED				
9. PROACTIVE HANDLING OF PROBLEMS				
10. PLANNING				
11. COMPLIANCE WITH LOCAL LAWS				
12. COMPLIANCE OF SERVICES				
13. IDENTIFICATION OF SERVICE PROVIDER (uniform, badge, etc.)				
14. MANAGERIAL EFFECTIVENESS				
15. COST CONTROL				
16. COMPLIANCE WITH STANDARDS				
17. UPDATE CAPACITY OF INSTALLED SYSTEM				
18. FLEXIBLE HOURS				
19. COMPLIANCE WITH CONTRACT CLAUSES				
20. COMPLIANCE WITH TOR/ TECHNICAL SPECIFICATIONS				
21. RESPECT FOR ENVIRONMENT				
22. INNOVATION OF SERVICES				
23. SKILLS TRANSFER, TRAINING				
II. STAFF				
1. AVAILABILITY OF CONTACT PERSON				
2. NAME OF CONTACT PERSON (INTERFACE)				
3. PERFORMANCE, QUALIFICATION, COMPETENCE OF WORKER				
4. PUNCTUALITY				
5. PROFESSIONALISM				
6. ADJUSTMENT CAPACITY				
7. RESPONSIVENESS				
8. COMPLIANCE WITH INSTRUCTIONS				
9. CONFIDENTIALITY				

10. TIMELINESS				
11. RESPECT FOR WORK ENVIRONMENT				
12. QUALITY OF COLLABORATION				
13. MASTERY OF WORKING SOFTWARE				
14. CONDUCT / BEHAVIOUR				
15. WORKING LANGUAGE				
III. SERVICES				
1. QUALITY OF SERVICE				
2. AVAILABILITY OF SERVICE				
3. CLEANLINESS				
4. QUANTITY				
5. VARIETY				
IV COMPLIANCE ON SUSTAINABILITY REQUIREMENTS				
COMPLIANCE ON ECONOMY AS PER TOR				
COMPLIANCE OF ENVIRONMENTAL REQUIREMENTS				
COMPLIANCE OF SOCIAL ASPECTS				

ANNEX X - BID SUBMISSION CHECK LIST

- Financial Bid Questionnaire (Annex 5)
- A copy of the company certificate of incorporation.
- Audited financial statements for the past 3 years (2015, 2016, 2017 or latest)
- Tax compliance certificate not more than six (6) months old

- Registration Certificate from Communications Authority of South Africa
- Project plan for the management of the contract including delivery lead time, installation, commissioning and maintenance
- A description of your relevant experience on this particular field, supported with at least three (03) examples of projects with similar nature and complexity carried out with satisfaction during the last three years 2015, 2016 and 2017 or latest
- Qualifications and level of competency of each key staff to be assigned to the execution of the contract (use format as described in Appendix G (No. 10));
- A Statement Of Conformity Form, fully completed and signed (using format as described in Annex 4, Appendix A)
- Duly completed forms (Appendices A – G) that constitute Annex 4 of the RFP
- The contract initialed and stamped on each page
- Attend a non-mandatory pre-bid conference and Site Visit on 30th July 2019
- Proposals submitted in one (1) original and four (4) copies**
- Project Plan
 - Ghant Chart/Network Diagrams
 - Technologies used
 - **Bandwidth monitoring tool**
 - **Redundancy link**
 - **System administrator/user manual – (guidance on support escalation procedures)**
- CV's of Project Team