

**African Development Bank
Temporary Relocation Agency**



Institutional Procurement and Logistics Division

Fax Number: + (216) 71 835 249

Date: Wednesday 14 October 2009

**REQUEST FOR PROPOSALS
FOR A COMPREHENSIVE MOTOR INSURANCE COVERAGE (FLEET COVER) OF THE
AFRICAN DEVELOPMENT BANK**

ADB/ICB/CGSP/2009/0122

Letter of Invitation

Dear Sir/ Madam,

1. The African Development Bank (hereinafter referred to as "AfDB" or the "Bank") requests your proposal for the service(s) specified in this request for proposals (RFP).
2. This RFP includes the following letter of invitation together with its annexes and the appendices to these annexes:

Annex 1	:	Terms of Reference.
Annex 2	:	Contents of the Proposal to be submitted + Appendix A, B, C, D and E
Annex 3	:	Evaluation of offers
Annex 4	:	General Terms and Conditions for the Purchase of Goods, Works and Services
Annex 5	:	List of the Member Countries of the Bank

3. Only those bidders that are nationals of member countries of the Bank and whose services that are provided originate from the member countries of the Bank are eligible to submit a bid in accordance with the RFP. The list of member countries is given as in **Annex 5**.
4. Your proposal must be received on or before **1500 hrs**, Tunis time on **November 26, 2009** by mail, courier or hand-delivery at the addresses given below.

Postal Address:

**African Development Bank,
Institutional Procurement Section,
Institutional Procurement and Logistics Division (CGSP.2)
ADB Temporary Relocation Agency (Tunis)
Angle des trois rues: Avenue du Ghana, Rue Pierre de
Coubertin, Rue Hedi Nouria
BP: 323
1002 - Tunis Belvédère
Tunisia**

Delivery Address:

**Institutional Procurement & Logistics Division, CGSP.2
EPI Block B Building
Office 2A2
African Development Bank
ADB Temporary Relocation Agency (Tunis)
Angle des trois rues: Avenue du Ghana, Rue Pierre de
Coubertin, Rue Hedi Nourira
BP : 323
1002 - Tunis Belvédère
Tunisia**

5. Proposals should be enclosed in a sealed envelope (**with both the technical and the financial proposal in separate sealed envelopes**) and addressed to the Bank at the address given below.

Each bidder will submit their proposal in **one original and five copies**: the original proposal must carry the mention "original" and each of the five copies the mention "copy". The technical proposal (one original + five copies) and the financial proposal (one original + five copies) will each be placed in two separate sealed envelopes (the "internal envelopes").

The following mention should appear on each internal envelope:

- a) the purpose of the present bid
- b) the mention "Technical Proposal" or "Financial Proposal" as the case may be.
- c) the name and address of the bidder.


The two internal envelopes should be placed together in a large single sealed envelope called "**external envelope**", which must be anonymous and, **carry only the following label which should be photocopied and placed on the external envelope:**

Institutional Procurement & Logistics Division, CGSP.2
EPI Block B Building
Office 2A2
African Development Bank
ADB Temporary Relocation Agency (Tunis)
Angle des trois rues: Avenue du Ghana, Rue Pierre de Coubertin, Rue Hedi
Nourira
BP : 323
1002 - Tunis Belvédère
Tunisia
REQUEST FOR PROPOSALS – DO NOT OPEN UNTIL ON BID OPENING DAY
Reference: **Provision of a Comprehensive Motor Insurance Coverage (Fleet
Cover) of the African Development Bank (ADB/ICB/CGSP/2009/0122)**
RFP Closing Date and Time: **November 26, 2009– 15:00 hrs**

6. It is the sole responsibility of the bidders to ensure that the sealed envelope containing the proposal reaches the above address before the time and date indicated in paragraph 4 above. When delivered by hand, the proposals must be delivered at the above address during the Bank's working hours from 0800 hrs to 1200 hrs and from 1400 hrs to 1800 hrs, Monday through Friday except for holidays observed by the African Development Bank. Delivery to any other office of the African Development Bank will be at the risk of the bidder and will not constitute timely delivery. **Proposals received after the above-mentioned closing time or deadline shall be rejected.** If the deadline for submission happens to be a holiday, the proposals will be opened at the same time on the next working day. The Bank may extend the deadline for submission of proposals at any time without incurring any liability to the bidders. A Public opening of the technical bids will occur at **15.30 hrs**, local Tunis time on **November 26, 2009**.

7. A prospective bidder requiring any clarification in relation with the bidding documents may notify the Bank in writing to the Bank's mailing address indicated in these documents. All requests for clarifications must be received by telefax (at the fax number +216-71 835 249) or by electronic mail: tender@afdb.org no later than **October 20, 2009**. If a Bidder feels that any important provision in the documents will be unacceptable, such an issue should be raised at this stage. The Bank will respond within five working days in writing to all prospective requests for clarification or modification of the bidding documents that it receives before **October 20, 2009**. Written copies of the Bank's response (including an explanation of the query but with no indication of its source) will be sent to all prospective bidders that have received the bidding documents.
8. At any time before the submission of proposals, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, amend the RFP. The amendment shall be sent in writing by telefax or email to all invited firms and will be binding on them. The Bank may at its sole discretion extend the deadline for the submission of proposals.
9. Proposals must be submitted in the English or French language in **One Original + Five Copies** (any attachments or appendices and annexes thereto must also be submitted in **One Original + Five Copies**). **The Technical Proposal** must include information in sufficient detail to allow the Bank to consider whether your company has the necessary capability, experience, knowledge, expertise, and the required capacity to perform satisfactorily the services specified along with any other information that may be requested by **Annex 2** of this RFP. In accordance with the provisions of **Annex 2**, the technical proposal must include :
- a) - A statement of conformity (using format as described in **Appendix A**)
 - Power of attorney, if applicable
 - b) The audited financial statements for the last three (3) fiscal years (**2006,2007, 2008**);
 - c) A proof of authorization (license or agreement) to carry out the insurance and/or reinsurance brokerage activity;
 - d) Copy of the company certificate of incorporation and any other relevant document indicating the country of origin of the company and allocation of capital between stakeholders;
 - e) Project plan for insuring the vehicle fleet of AFDB Group, describing the methodology, the description and the quality of the proposed insurance coverage, the operating mode in respect of contract and claims' management;
 - f) A description of your relevant experience on this particular field, supported with one (1) example of similar services carried out recently or currently;
 - g) Qualifications and level of competency of each key staff to be assigned to execute the contract (use format as described in **Appendix C**);
 - h) Terms of reference duly signed on each page;
 - i) Joint venture summary, if applicable (use format as described in **Appendix D**), in consideration to the following:
 - The information listed in paragraphs (b), (c), (d), (f) and (g) above shall be provided by each partner in a Joint Venture.
 - The information in (a), (e), (h) and (i) above shall be provided for the Joint Venture.
 - Attach the power of attorney of the signatory(ies) of the Bid, authorizing signature of the Bid on behalf of the Joint Venture.
 - Attach the Agreement among all partners of the Joint venture (and which is legally binding on all partners – Joint Venture Agreement), which shows that:
 - ✓ All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - ✓ One of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture; and
 - ✓ The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

10. It is mandatory for the bidders to submit the **Financial Proposal** by using the bid submission form, attached as **Appendix B** of this RFP, including a description of the proposed services. Any deviation from the requested requirements (see TOR on **Annex 1**) shall be highlighted and explained. Please note that the Bank will only consider those deviations that have an effect of improving the services requested.
11. The evaluation method of the proposal is described in detail in **Annex 3**. For this procurement, evaluation will be based on combined technical and financial proposals. Only bidders, whose technical proposal meet or exceed the minimum qualification points, will be considered for financial evaluation. Proposals that do not satisfy the pass/fail criteria or receive less than the minimum technical score indicated in **Annex 3** will be rejected and the bidders will be informed accordingly.
12. By submitting the proposal, the bidders confirm that they have taken into account all the documents of this RFP including the addenda (if any), all the annexes and as the case may be, the appendices to annexes. The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.
13. The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes including customs duties. Prices must be expressed in Euro or in USD or any international freely convertible currency. Surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority as the Bank, its property, other assets, income and its operations and transactions are exempt from any obligation relating to the payment, withholding, or collection of any tax or duty, by virtue of article 57 of the Agreement establishing the Bank.
14. By submitting their bids, each bidder also warrants that they are legally authorized to perform the services and that they are not in default with the tax and social security obligations in their country. The Bank may, at its sole discretion, ask any bidder to provide documentary evidence establishing the same.
15. Proposals should remain valid for a period of not less than **ninety (90)** days after the deadline date specified for submission.
16. The Bank will award the contract to the bidder(s) selected in accordance with the evaluation criteria given in **Annex 3**. The Bank reserves the right to award one or several contracts as a result of this RFP.
17. The Contract(s) shall be governed by the Terms of References (attached in **Annex 1** of this RFP), and the General Terms and Conditions (attached as **Annex 4** of this RFP). Any such contract(s) will require compliance with all factual statements and representations made in the proposal.
18. Unless otherwise specified in this RFP, the rates quoted should be fixed for the duration of the contract and should not be subject to adjustment on any account.
19. Notwithstanding the above, the Bank reserves the right to amend the content of this RFP and to accept or reject any or all proposals and to cancel the bidding process at any time prior to the award of the contract without incurring any liability to any bidder.
20. Please note that it is the policy of the Bank that bidders, observe the highest standard of ethics during the procurement process and execution of such contracts. In pursuance of this policy, the Bank will reject a bid if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
21. We look forward to receiving your proposal and thank you for your interest in the African Development Bank.



Yvette GLELE-AHANHANZO
Division Manager
Institutional Procurement and Logistics Division (CGSP. 2)

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**African Development Bank
Temporary Relocation Agency**



**Institutional Procurement and Logistics Division
Fax Number: + (216) 71 835 249**

TERMS OF REFERENCE (TOR)

Presentation of the Bank

The African Development Bank is a multilateral development institution, established by agreement by and among its member states, for the purpose of contributing to the sustainable economic development and social progress of its Regional Member Countries (RMCs) in Africa. The members of the Bank, currently seventy seven (77), comprise 53 African states (RMCs), and 24 non-African states (the "Non-Regional Member Countries"). The Bank was established on 4 August 1963, and began its operations from its headquarters, in Abidjan, Côte d'Ivoire on July 1, 1966. However, since 2003 it has been carrying out its operations from its Temporary Relocation Agency (TRA) in Tunis, Tunisia. For purposes of its operations the Bank also maintains field offices in certain of its RMCs, including Algeria, Angola, Burkina Faso, Chad, Malawi, Sierra Leone, Soudan, Cameroon, Gabon, Ghana, Guinea Bissau, Kenya, Nigeria, Egypt, Ethiopia, Uganda, Mozambique, Mali, Morocco, Madagascar, Rwanda, RD Congo, Senegal, South Africa, Tanzania, Zambia.

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 RMCs; (ii) the provision of technical assistance for the preparation and execution of development projects and programs; and (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 which promote regional integration.

Main objectives and Presentation of the risk to cover:

The purpose of this RFP is to recruit an eligible insurance and/or reinsurance brokerage firm or joint venture under a long term agreement (initial period of three (3) years with the possibility to renew the contract for two (2) periods of one year (1) each after the initial period), for the provision of a blanket comprehensive coverage for the AFDB's fleet of vehicles located in all the following sites:

- The AFDB's headquarters based in Abidjan (Ivory Coast);
- The Temporary Relocation Agency (TRA) based in Tunis (Tunisia);
- The AFDB's field offices based in Africa and listed on AFDB's website: www.afdb.org

The contract shall enter into effect starting from **January 1, 2010**

AFDB's goals in this acquisition process are as follows:

- Implementation of the insurance policy with coverage of highest quality;
- Obtaining from bidders a solid commitment regarding claims' processing and settlement, so that the Bank feels strongly assisted and satisfied with the following result: quickness of claims' payments on the overall insured perimeter (Tunis, Abidjan, and all field offices). The Bank will follow up closely on the claims' settlement operating mode, which will be attached to the insurance policies to make sure it is respected by the selected bidder.

For all the details related to the fleet and the respective location, please refer to the attached listing below (ADB'S FLEET 2009/2010).

Required coverage must include:

- Loss or physical damage to the insured vehicle caused by accidental or malicious damage and vandalism, natural events, fire, lightening, explosion, theft or attempted theft
- Theft of auto-radio/CD player, and of other accessories,
- Breakage of glass/windscreen

It is agreed that Third-party/Liability cover is not required in the present RFP, as it will be taken care of directly by the Bank in each field office separately, in order to comply with the local insurance regulation.

CLAIMS RECORDS (years 2006, 2007, 2008, 2009)

The current Claims' records are as follows:

- 1. Year 2006**
 - Physical damage (2): **41.000 USD**
 - Windscreen damage (2): **1.754 USD**
- 2. Year 2007**
 - Physical damage (8): **42.550 USD**
 - Windscreen damage (1): **1.424 USD**
- 3. Year 2008**
 - Physical damage: (1) **400 USD**
 - Windscreen damage: **none**
- 4. Year 2009 (January 09 to September 09)**
 - Physical damage: (2) **3920 USD**
 - Windscreen damage: **none**

LISTING OF VEHICLES TO INSURE/AFRICAN DEVELOPMENT BANK

N°	Year	MAKE, MODEL	N° CHASSIS	PLATE N°	LOCATION	INSURANCE VALUE
1	2004	BMW 745 IAL	10XODP95081	914 CMD 01	TUNISIA	40 000 EUR
2	2003	PEUGEOT 406	81642187	914 CMD 02	TUNISIA	5 000 EUR
3	2002	PEUGEOT 406	81548059	914 MD 01	TUNISIA	5 000 EUR
4	2002	PEUGEOT 406	81547114	914 MD 02	TUNISIA	5 000 EUR
5	2002	PEUGEOT 406	81547271	914 MD 03	TUNISIA	5 000 EUR
6	1998	TOYOTA MINI BUS	LH1140028527	914 MD 05	TUNISIA	5 000 EUR
7	2000	PEUGEOT 406	81148165	914 MD 06	TUNISIA	5 000 EUR
8	2003	PEUGEOT 406	81644584	914 MD 08	TUNISIA	5 000 EUR
9	2003	PEUGEOT 406	81642186	914 MD 09	TUNISIA	5 000 EUR
10	2002	PEUGEOT 406	81549545	914 MD 12	TUNISIA	5 000 EUR
11	2004	PEUGEOT AMB.	86114901	914 MD 13	TUNISIA	10 000 EUR
12	1998	MERCEDES BENZ	0331A426139	914 MD 14	TUNISIA	5 000 EUR
13	2005	TOYOTA LANDCRUISER	J601019821	914 MD 15	TUNISIA	15 000 EUR
14	2005	TOYOTA MINI-BUS	LH114003382	914 MD 16	TUNISIA	10 000 EUR
15	2005	PEUGEOT 407	21339160	914 MD 17	TUNISIA	15 000 EUR
16	2005	PEUGEOT EXPERT	86210994	914 MD 18	TUNISIA	10 000 EUR
17	2009	PEUGEOT 407	VF36ERFJC21778580		TUNISIA	17 000EUR
18	2009	PEUGEOT 407	VF36D9HYB21778393		TUNISIA	17 000 EUR
19	2008	TOYOTA LANDCRUISER	JTMHV09J504009110	914 MD 19	TUNISIA	32 000 EUR
20	2006	Peugeot 407	VF36DRFN721304350	46 IN 0002	BURKINA FASO	15 000 EUR
21	2006	Toyota Land Cruiser SW	JTECB09J-303025813	46 IN 0001	BURKINA FASO	20 000 EUR
22	2007	Toyota Land Cruiser SW	JTECB01J-601030026	CD 102 RC.02	CAMEROON	20 000 EUR
23	2007	PEUGEOT 407	VF36DRFJ721581940	CMD102RC1	CAMEROON	16 000 EUR
24	2008	Toyota Land Cruiser	JTMHV09J-904008476		CAMEROON	26 000 EUR
25	2007	PEUGEOT 407 BERLINE	VF36DRFJ721583255	110 V01 CMD	CHAD	18 000 EUR
26	2007	TOYOTA LANDCRUISER	JTEC01J601030057	110 C02 CD	CHAD	30 000 EUR
27	1999	TOYOTA HZJ105 SW	7014174	100 C09 CD	CHAD	5 000 EUR
28	2009	NISSAN PATROL	JN1TCSY61Z0568982		CHAD	35 000 EUR
29	2005	TOYOTA LAND CRUISER GX	JTECB09J-303019834	103 CMD 001	DR CONGO	20 000 EUR
30	2005	PEUGEOT 407	VF36DRFN721329521	40D 63806	DR CONGO	15 000 EUR
31	2007	Toyota Land Cruiser SW	403030941	40d 63807	EGYPT	20 000 EUR
32	2007	PEUGEOT 407	7L002255	40D 63806	EGYPT	18 000 EUR

33	2006	TOYOTA LANDCRUISER	JTECBO9J-303028694	CD 38-001	ETHIOPIA	18 000 EUR
34	2007	PEUGEOT 407	VF36DRFJ721531911	CD 38-001	ETHIOPIA	18 000 EUR
35	2007	PEUGEOT 407	VF36DRFJ721531912		GABON	18 000 EUR
36	2007	Toyota Land Cruiser SW	JTECB09J-803028304	BAD 02	GABON	20 000 EUR
37	2008	Toyota Land Cruiser	JTMHUV09J-904011803		GABON	25 000 EUR
38	2006	Toyota Land Cruiser SW	JTECB01J-001025923	CD 9901 Y	GHANA	18 000 EUR
39	2005	PEUGEOT 407 SR	VF 36 DRFN 721304349	CD 9900Y	GHANA	15 000 EUR
40	2005	TOYOTA LAND CRUISER	JTECB09J-303018943	BAD 38 - 1	GUINEA BISSAU	15 000 EUR
41	2008	PEUGEOT 407	VF36DRFJ721682395		IVORY COAST	18 000 EUR
42	2008	PEUGEOT 407	VF36ERFJ721684442		IVORY COAST	17 000 EUR
43	2006	LAND-CRUISER TOYOTA GX	JTECBO9J-903031146	KX77A04	KENYA	18 000 EUR
44	2006	PEUGEOT BERLINE 407	VF36DRFJT21584563	KX77A01	KENYA	15 000 EUR
45	2005	TOYOTA LANDCRUISER SW	JTECB09J-203019887	211 CD 003	MADAGASCAR	15 000 EUR
46	2005	PEUGEOT 407 SR	VF36DRFN721304347	211 CMD 001	MADAGASCAR	15 000 EUR
47	2006	TOYOTA LANDCRUISER GX	JIECBO91-103031481	44 CD 3	MALAWI	19 000 EUR
48	2006	TOYOTA AVENTIS	SBI DJ56L9 OEO77643	44 CD 2	MALAWI	18 000 EUR
49	2005	TOYOTA LANDCRUISER	JTECB09J203019839	109CD01	MALI	18 000 EUR
50	2005	PEUGEOT 407	VF36DRFN721304348	109CMD01	MALI	15 000 EUR
51	2005	PEUGEOT 407	VF36DRFJC21383985	OI 1-215	MAROCCO	15 000 EUR
52	2005	TOYOTA LANDCRUISER	JTECB09J-803019814	OI 2-215	MAROCCO	18 000 EUR
53	2002	TOYOTA HILUX 3.0	AHT33GNG508001746	CD-171-M-02	MOZAMBIQUE	10 000 EUR
54	2005	PEUGEOT 407	VF36DRFN721305558	CD-171-M-01	MOZAMBIQUE	15 000 EUR
55	2002	PEUGEOT 406	VF38BL6A281258389	214CMT	NIGERIA	5 000 EUR
56	2002	TOYOTA LANDCRUISER	JTECB01J101005129	214CT02	NIGERIA	10 000 EUR
57	2008	PEUGEOT 407	VF36DRFJ721814372		NIGERIA	20 000 EUR
58	2008	TOYOTA LANDCRUISER	JTMHU09H-504012477		NIGERIA	25 000 EUR
59	2008	TOYOTA LANDCRUISER	JTMHU09J-104011231		NIGERIA	25 000 EUR
60	2005	TOYOTA LAND CRUISER SW	JTECB09J-203019825	61CD001R	RWANDA	18 000 EUR
61	2005	PEUGEOT 407CONFORT	VF36DRFN721301268	61CMD01R	RWANDA	15 000 EIR
62	2005	TOYOTA LAND CRUISER SW	JTECB01J001019846	BAD 003 CD 01	SENEGAL	28 000 EUR
63	2005	PEUGEOT 407 SR CONF.	VF36DRFN721304352	BAD CMD 07	SENEGAL	14 500EUR
64	2008	TOYOTA LAND CRUISER	JTMHV09J-X04005618		SENEGAL	27 000 EUR
65	2006	Toyota Land Cruiser SW	JTECB01J-401028985	88 CD 01	SIERRA LEONE	20 000 EUR
66	2007	PEUGEOT 407	VF36DRFJ721583254	88 CMD	SIERRA LEONE	16 000 EUR
67	2004	NISSAN SUNNY	JN1CFAN16Z0501102	T263CD2	TANZANIA	8 000 EUR

68	2024	TOYOTA LANDCRUISER	JTECBO1J201020092	T263CD4	TANZANIA	18 000 EUR
69	2026	Toyota Avenis	SB1 DJ56L3 0E068698	T263CD1	TANZANIA	18 000 EUR
70	2024	TOYOTA LANDCRUISER	JTECB01JX0102096	CD 119 02 U	Uganda	17 000 EUR
71	2024	TOYOTA COROLLA	JTDBR21E100189049	CD 119 04 U	Uganda	7 000 EUR
72	2025	SUBARU LEGACY SALOON	JFIBL5KJ35G015671	CD 119 01 U	Uganda	10 000 EUR
73	2026	Toyota Landcruiser GX station	JTECB09J-503031466	ABD 102 CD	ZAMBIA	20 000 EUR
74	2026	Toyota AVENSIS	SB1 DJ56L9 OE077731	ADB 103 CD	Zambia	18 000 EUR

**African Development Bank
Temporary Relocation Agency**



**Institutional Procurement and Logistics Division
Fax Number: + (216) 71 835 249**

Contents of the Proposal

All submissions must be written in **English** or in **French**.

1. Technical Proposal (Technical Envelope)

In respect of article 9 of the Letter of Invitation, the bidder must submit the following documents:

- a) - A statement of conformity (using format as described in **Appendix A**)
- Power of attorney, if applicable
- b) The audited financial statements for the last three (3) fiscal years (**2006,2007, 2008**);
- c) A proof of authorization (license or agreement) to carry out the insurance and/or reinsurance brokerage activity;
- d) Copy of the company certificate of incorporation and any other relevant document indicating the country of origin of the company and allocation of capital between stakeholders;
- e) Project plan for insuring the vehicle fleet of AFDB Group, describing the methodology, the description and the quality of the proposed insurance coverage, the operating mode in respect of contract and claims' management;
- f) A description of your relevant experience on this particular field, supported with one (1) example of similar services carried out recently or currently;
- g) Qualifications and level of competency of each key staff to be assigned to execute the contract (use format as described in **Appendix C**);
- h) Terms of reference duly signed on each page;
- i) Joint venture summary, if applicable (use format as described in **Appendix D**), in consideration to the following:
 - The information listed in paragraphs (b), (c), (d), (f) and (g) above shall be provided by each partner in a Joint Venture.
 - The information in (a), (e), (h) and (i) above shall be provided for the Joint Venture.
 - Attach the power of attorney of the signatory(ies) of the Bid, authorizing signature of the Bid on behalf of the Joint Venture.
 - Attach the Agreement among all partners of the Joint venture (and which is legally binding on all partners – Joint Venture Agreement), which shows that:
 - ✓ All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - ✓ One of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture; and
 - ✓ The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

2. Financial Proposal (Financial envelope)

The financial proposal will include:

- a bid submission form, fully completed and signed (using format as described in **Appendix B**)
- a general table summarizing coverage and premium per vehicle (**Appendix E**)
- The overall premium (taxes free) proposed to insure the ADB'S vehicle fleet.

(To be included in the Technical Proposal)

A statement of conformity

To the African Development Bank
PO 323, 1002 Tunis Belvedere
Tunisia

Dear Sir,

Having examined the Request for Proposals documents (ADB/ICB/CGSP/2009/0122), we, the undersigned, offer to provide the Bank, with the comprehensive motor insurance coverage services in conformity with the request for Proposals mentioned above, in the amount indicated in the Price Schedule form included in our Financial Proposal.

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

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

Dated:

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

[Signature]

In the capacity of

[Position]

(To be included in the Financial Proposal)

Bid submission Form

To the African Development Bank
PO 323, 1002 Tunis Belvedere
Tunisia

Dear Sir,

Having examined the Request for Proposals ADB/ICB/CGSP/2009/0122, the receipt of which is hereby acknowledged, we the undersigned, offer to provide the requested services in full conformity with the said Request for Proposals in the total amount (free and clear of all taxes) of *[amount in words]*, *[amount in figures]*.

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

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

Dated:

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

[Signature]

In the capacity of

[Position]

(To be included in the Technical Proposal)

Each applicant or partner of a joint venture must fill in this form.

Format of Curriculum Vitae (CV) For Proposed Key Staff

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Signature of Staff Member or authorized official from the firm

Date:

Day/Month/Year

Joint Venture Summary

Names of all partners of a joint venture	
1. Lead partner	
2. Partner	
3. Partner	
4. Partner	
5. Partner	
6. Partner	

Total value of insurance related services turnover, in Euro or USD or a freely convertible currency:

Partner	Year 1	Year 2	Year 3
1. Lead partner			
2. Partner			
3. Partner			
4. Partner			
5. Partner			
6. Partner			
Totals			

- Kindly note that each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified.

Price Schedule Form

LISTING OF VEHICLES TO INSURE/AFRICAN DEVELOPMENT BANK
Coverage and Premium per Vehicle

N°	Year	MAKE, MODEL	N° CHASSIS	PLATE N°	LOCATION	INSURANCE VALUE	PREMIUM
1	2004	BMW 745 IAL	10XODP95081	914 CMD 01	TUNISIA	40 000 EUR	
2	2003	PEUGEOT 406	81642187	914 CMD 02	TUNISIA	5 000 EUR	
3	2002	PEUGEOT 406	81548059	914 MD 01	TUNISIA	5 000 EUR	
4	2002	PEUGEOT 406	81547114	914 MD 02	TUNISIA	5 000 EUR	
5	2002	PEUGEOT 406	81547271	914 MD 03	TUNISIA	5 000 EUR	
6	1998	TOYOTA MINI BUS	LH1140028527	914 MD 05	TUNISIA	5 000 EUR	
7	2000	PEUGEOT 406	81148165	914 MD 06	TUNISIA	5 000 EUR	
8	2003	PEUGEOT 406	81644584	914 MD 08	TUNISIA	5 000 EUR	
9	2003	PEUGEOT 406	81642186	914 MD 09	TUNISIA	5 000 EUR	
10	2002	PEUGEOT 406	81549545	914 MD 12	TUNISIA	5 000 EUR	
11	2004	PEUGEOT AMB.	86114901	914 MD 13	TUNISIA	10 000 EUR	
12	1998	MERCEDES BENZ	0331A426139	914 MD 14	TUNISIA	5 000 EUR	
13	2005	TOYOTA LANDCRUISER	J601019821	914 MD 15	TUNISIA	15 000 EUR	
14	2005	TOYOTA MINI-BUS	LH114003382	914 MD 16	TUNISIA	10 000 EUR	
15	2005	PEUGEOT 407	2'339160	914 MD 17	TUNISIA	15 000 EUR	
16	2005	PEUGEOT EXPERT	86210994	914 MD 18	TUNISIA	10 000 EUR	
17	2009	PEUGEOT 407	VF36ERFJC21778580		TUNISIA	17 000EUR	
18	2009	PEUGEOT 407	VF36D9HYB21778393		TUNISIA	17 000 EUR	
19	2008	TOYOTA LANDCRUISER	JTMHV09J504009110	914 MD 19	TUNISIA	32 000 EUR	
20	2006	Peugeot 407	VF36DRFN721304350	46 IN 0002	BURKINA FASO	15 000 EUR	
21	2006	Toyota Land Cruiser SW	JTECB09J-303025813	46 IN 0001	BURKINA FASO	20 000 EUR	
22	2007	Toyota Land Cruiser SW	JTECB01J-601030026	CD 102 RC 02	CAMEROON	20 000 EUR	
23	2007	PEUGEOT 407	VF36DRFJ721581940	CMD102RC1	CAMEROON	16 000 EUR	
24	2008	Toyota Land Cruiser	JTMHV09J-904008476		CAMEROON	26 000 EUR	
25	2007	PEUGEOT 407 BERLINE	VF36DRFJ721583255	110 V01 CMD	CHAD	18 000 EUR	

26	2007	TOYOTA LANDCRUISER	JTEC01J601030057	110 C02 CD	CHAD	30 000 EUR
27	1999	TOYOTA HZJ105 SW	7014174	100 C09 CD	CHAD	5 000 EUR
28	2009	NISSAN PATROL	JN1TCSY61Z0568982		CHAD	35 000 EUR
29	2005	TOYOTA LAND CRUISER GX	JTECB09J-303019834	103 CMD 001	DR CONGO	20 000 EUR
30	2005	PEUGEOT 407	VF36DRFN721329521	40D 63806	DR CONGO	15 000 EUR
31	2007	Toyota Land Cr.jiser SW	403030941	40d 63807	EGYPT	20 000 EUR
32	2007	PEUGEOT 407	7L002255	40D 63806	EGYPT	18 000 EUR
33	2006	TOYOTA LANDCRUISER	JTECB09J-303028694	CD 38-001	ETHIOPIA	18 000 EUR
34	2007	PEUGEOT 407	VF36DRFJ721531911	CD 38-001	ETHIOPIA	18 000 EUR
35	2007	PEUGEOT 407	VF36DRFJ721531912		GABON	18 000 EUR
36	2007	Toyota Land Cr.jiser SW	JTECB09J-803028304	BAD 02	GABON	20 000 EUR
37	2008	Toyota Land Cr.jiser	JTMHUV09J-904011803		GABON	25 000 EUR
38	2006	Toyota Land Cr.jiser SW	JTECB01J-001025923	CD 9901 Y	GHANA	18 000 EUR
39	2005	PEUGEOT 407 SR	VF 36 DRFN 721304349	CD 9900Y	GHANA	15 000 EUR
40	2005	TOYOTA LAND CRUISER	JTECB09J-303018943	BAD 38 - 1	GUINEA BISSAU	15 000 EUR
41	2008	PEUGEOT 407	VF36DRFJ721682395		IVORY COAST	18 000 EUR
42	2008	PEUGEOT 407	VF36ERFJ721684442		IVORY COAST	17 000 EUR
43	2006	LAND-CRUISER TOYOTA GX	JTECB09J-903031146	KX77A04	KENYA	18 000 EUR
44	2006	PEUGEOT BERLINE 407	VF36DRFJTT21584563	KX77A01	KENYA	15 000 EUR
45	2005	TOYOTA LANDCRUISER SW	JTECB09J-203019887	211 CD 003	MADAGASCAR	15 000 EUR
46	2005	PEUGEOT 407 SR	VF36DRFN721304347	211 CMD 001	MADAGASCAR	15 000 EUR
47	2006	TOYOTA LANDCRUISER GX	JIECBO91-103031481	44 CD 3	MALAWI	19 000 EUR
48	2006	TOYOTA AVENSIS	SBI DJ56L9 OEO77643	44 CD 2	MALAWI	18 000 EUR
49	2005	TOYOTA LANDCRUISER	JTECB09J203019839.	109CD01	MALI	18 000 EUR
50	2005	PEUGEOT 407	VF36DRFN721304348	109CMD01	MALI	15 000 EUR
51	2005	PEUGEOT 407	VF36DRFJC21383985	OI 1-215	MAROCO	15 000 EUR
52	2005	TOYOTA LANDCRUISER	JTECB09J-803019814	OI 2-215	MAROCO	18 000 EUR
53	2002	TOYOTA HILUX 3.0	AHT33GNG508001746	CD-171-M-02	MOZAMBIQUE	10 000 EUR
54	2005	PEUGEOT 407	VF36DRFN721305558	CD-171-M-01	MOZAMBIQUE	15 000 EUR
55	2002	PEUGEOT 406	VF38BL6A281258389	214CMT	NIGERIA	5 000 EUR

56	2002	TOYOTA LANDCRUISER	JTECB01J101005129	214CT02	NIGERIA	10 000 EUR
57	2008	PEUGEOT 407	VF36DRFJ721814372		NIGERIA	20 000 EUR
58	2008	TOYOTA LANDCRUISER	JTMHU09H-504012477		NIGERIA	25 000 EUR
59	2008	TOYOTA LANDCRUISER	JTMHU09J-104011231		NIGERIA	25 000 EUR
60	2005	TOYOTA LAND CRUISER SW	JTECB09J-203019825	61CD001R	RWANDA	18 000 EUR
61	2005	PEUGEOT 407CONFORT	VF36DRFN721301268	61CMD01R	RWANDA	15 000 EUR
62	2005	TOYOTA LAND CRUISER SW	JTECB01J001019846	BAD 003 CD 01	SENEGAL	28 000 EUR
63	2005	PEUGEOT 407 SR CONF.	VF36DRFN721304352	BAD CMD 07	SENEGAL	14 500EUR
64	2008	TOYOTA LAND CRUISER	JTMHV09J-X04005618		SENEGAL	27 000 EUR
65	2006	Toyota Land Cruiser SW	JTECB01J-401028985	88 CD 01	SIERRA LEONE	20 000 EUR
66	2007	PEUGEOT 407	VF36DRFJ721583254	88 CMD	SIERRA LEONE	16 000 EUR
67	2004	NISSAN SUNNY	JN1CFAN16Z0501102	T263CD2	TANZANIA	8 000 EUR
68	2004	TOYOTA LANDCRUISER	JTECB01J201020092	T263CD4	TANZANIA	18 000 EUR
69	2006	Toyota Avenis	SB1 DJ56L3 0E068698	T263CD1	TANZANIA	18 000 EUR
70	2004	TOYOTA LANDCRUISER	JTECB01JX0102096	CD 119 02 U	Uganda	17 000 EUR
71	2004	TOYOTA COROLLA	JTDBR21E100189049	CD 119 04 U	Uganda	7 000 EUR
72	2005	SUBARU LEGACY SALOON	JFIBL5KJ35G015671	CD 119 01 U	Uganda	10 000 EUR
73	2006	Toyota Landcruiser GX station	JTECB09J-503031466	ABD 102 CD	ZAMBIA	20 000 EUR
74	2006	Toyota AVENSIS	SB1 DJ56L9 OE077731	ADB 103 CD	Zambia	18 000 EUR
Grand Total						

**African Development Bank
Temporary Relocation Agency**



**Institutional Procurement and Logistics Division
Fax Number: + (216) 71 835 249**

Evaluation Criteria

1. DETAILS OF THE EVALUATION

To be responsive, offers must contain all information required in each envelop as described above. Responsive offers will be the subject of a three-stage evaluation procedure detailed as follows:

- a) A pass/fail assessment will be carried out to determine whether the proposals meet the minimum pass/fail criteria indicated in 2, below.
- b) Technical proposals determined to meet the minimum pass/fail criteria shall be evaluated using a two (2) stage evaluation procedure, as indicated under point 3 below.
- c) Firms scoring less than 70 points will be rejected and their financial proposals returned unopened.
- d) The financial evaluation will be carried for bids which have satisfied the minimum technical evaluation score of 70 points. Firms shall be ranked using a combined technical (Nt) / financial scores (Nf), as indicated below.

2. PREQUALIFICATION STAGE: PASS/FAIL ASSESSMENT

If the Bidder fails to satisfy the criteria listed below, their bid will be disqualified and will not proceed further in the Technical Evaluation.

The pass/fail criteria are as follows:

- 2.1 Insurance and/or reinsurance brokerage firms or joint ventures must originate from one of the Bank's member countries consultable on the AFDB's website (www.afdb.org), be established under the laws of a member country, whose the majority of the capital is owned by nationals of member countries, and which are settled in one of the member countries;
- 2.2 Provide a proof of authorization (license or agreement) to carry out the insurance and/or reinsurance brokerage;
- 2.3 Prove an average minimum turnover, audited financial statements in support, of **250 000 Euro** or equivalent per annum during the years 2008, 2007 and 2006 (or the most recent 3 years);
- 2.4 Provide the name of one international company or institution for which the bidder has made recently or currently performs similar services to those required in this bid.

➤ **Joint ventures must comply with the following requirements to prequalify:**

- (a) Following are the minimum qualification requirements:

Handwritten signature

- a. The lead partner shall meet not less than 50 percent of all the qualifying criteria given in paras. 2.3 above.
 - b. The other partners shall meet individually not less than 25 percent of all qualifying criteria given in paras. 2.3 above.
 - c. The joint venture must satisfy collectively the criteria of sections 2.3, for which purpose the relevant figures for each of the partners shall be added together to arrive at the joint venture's total capacity. Individual members must each satisfy the requirements of paras. 2.1, 2.2 and 2.4 above.
- (b) Any proposal shall be signed so as to legally bind all partners, jointly and severally, and any proposal shall be submitted with a copy of the joint venture agreement providing the joint and several liabilities with respect to the contract.

3. TECHNICAL EVALUATION (weight = 60%)

The evaluation shall be based on the evaluation criteria and point system specified below.

Evaluation Criteria and Point System

	CRITERIA	SCORE
1	Quality of the offered insurance program for managing the ADB'S fleet of vehicles, focalizing on its benefits and originality	35
2	Propose a dynamic process (operating mode) for claims' instruction and settlement	25
3	Describe a similar insurance service currently provided to others clients	10
4	Client references (for similar services)	10
5	Qualifications and the level of competency of each key staff to be assigned to the execution of the contract	20
TOTAL		100

An offer is declared technically valid and is considered for the financial analysis if it obtains a minimum score of seventy (70) points.

The Bidders who fail to do so, or which offers did not comprehensively address this RFP, will have their financial proposal not opened and not evaluated. Financial offer will then be returned to them unopened.

4. FINANCIAL EVALUATION (weight = 40%)

1. 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 envelop.
2. The financial proposals will first be checked for completeness and corrected for computational errors.
3. Detailed financial evaluation will then be carried out. The Bidder making the lowest financial proposal (*F_m*) shall be given 100 points.
4. The financial scores of the other Bidders (*F*) shall be computed as follows:

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

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

5. FINAL RANKING

Proposals shall finally be ranked according to their combined technical (Nt) and financial (Nf) scores using the weights (T = the weight given to the technical proposal, 60%; f = the weight given to the financial proposal, 40%; $T + f = 1$) indicated in the above:

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

The bidder making the highest combined score will be ranked first, and be eligible for award of the contract.

The common currencies for the purpose of conversion are the European Euro and the US Dollar, and the basis of conversion will be the conversion rates applicable for the month of November 2009 that the Bank uses for conversion.

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Annex 4

African Development Bank General Terms and Conditions for the Purchase of Goods, Works and Services

1.0 Constitution of Contract

- 1.1 The submission of any bid 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 for 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 in (1) 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. 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 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. The Contractor shall, in the language requested, attach to each unit of the goods any information necessary for their maintenance and operation.

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:

**Financial Control Department,
African Development Bank
15, Avenue de Ghana, angle des rues
Pierre de Coubertin et Hedi Nouira
BP 323, 1012 Tunis Belvedere
Tunisia**

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 Contractor 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 (i), 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, subcontractors or lessors 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 Consultant ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Consultant. 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. The schedule for submitting deliverables shall be as stated either in the statement of works attached to this Contract/PO or in front of this Contract/PO. Deliverables must be completed within the said period.

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.

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 Dispute Settlement

16.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this purchase order amicably by direct informal negotiation. The party asserting the existence

of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the "Notice of Dispute") specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.

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

16.4 The arbitration shall take place in, London, UK and shall be in the English language.

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

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

16.7 The provision of this article shall remain in force after the termination of this contract.

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.

**African Development Bank
Temporary Relocation Agency**



**Institutional Procurement and Logistics Division
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List of Member Countries of the Bank:

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