

African Development Bank Temporary Relocation Agency



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

Date: 27 July 2011

INTERNATIONAL COMPETITIVE BIDDING: PROVISION OF ADVERTISING SERVICES FOR THE AFRICAN DEVELOPMENT BANK

ADB/ICB/CGSP/2011/0139

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, E, F, G
Annex 3	:	Evaluation Criteria
Annex 4	:	Contract
Annex 5	:	General Terms and Conditions for the purchase of Goods, Works and Services
Annex 6	:	Performance Evaluation Form
Annex 7	:	List of Member countries

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 4.
4. Your proposal must be received on or before **1500 hrs**, Tunis time on **15 September 2011** by mail, courier or hand-delivery at the addresses given below.

Postal Address:

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

Delivery Address:

Corporate Procurement 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 Nouira
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:**

Corporate Procurement 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 Nouira
BP : 323, 1002 - Tunis Belvédère, Tunisia
REQUEST FOR PROPOSALS – DO NOT OPEN UNTIL ON BID OPENING DAY
Reference: **PROVISION OF ADVERTISING SERVICES**
(ADB/ICB/CGSP/2011/0139)

RFP Closing Date and Time: **15 September 2011 – 1500 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.

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 **22 August 2011**. 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 a week to all in writing to all prospective requests for clarification or modification of the bidding documents that it receives before **22 August 2011**. 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. A Public opening of the technical bids will occur at **1530 hrs, local Tunis time on 15 September, 2011**.
9. 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.
10. Proposals must be submitted in the English or French language in **One Original + Four Copies** (any attachments or appendices and annexes thereto must also be submitted in **One Original + Four Copies**). Each Technical Proposal and Financial Proposal should be marked - **Original** or - **Copy** - as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
11. **The Technical Proposal** must include information in sufficient details 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.
12. 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.
13. The evaluation method of the proposal is described in detail in **Annex 3**. For this procurement, evaluation will be based on technical proposals. Only bidders, whose technical proposal meet or exceed the minimum qualification points, will be considered for financial negotiations. 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.
14. 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.
15. 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 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.

16. 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.
17. Proposals should remain valid for a period of not less than ninety (90) days after the deadline date specified for submission.
18. 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.
19. The Contract shall be governed by the Terms of References (attached in **Annex 1** of this RFP), and the General Terms and Conditions (attached as **Annex 5** of this RFP). Any such contract(s) will require compliance with all factual statements and representations made in the proposal.
20. 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.
21. 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.
22. We look forward to receiving your proposal and thank you for your interest in the African Development Bank.

Yvette GLELE-AHANHANZO
Manager
Corporate Procurement Division

African Development Bank Temporary Relocation Agency



TERMS OF REFERENCE (TOR)

1.1 INTRODUCTION

- 1.1.1 The African Development Bank is a 'AAA' rated regional multilateral development finance institution, established in 1963, with a mandate to further the economic development and social progress of African countries, individually and collectively. 77 member countries including all the 53 African countries and 24 non-African countries in the Americas, Europe and Asia own the Bank. The Bank has more than 1,600 staff members who have been recruited from the Bank's member countries. Many nationalities from Africa, Asia, Europe and the Americas are represented within the Bank making the institution multicultural in every sense of the word. The Bank has two official languages: French and English. It cooperates with a large network of international development partners and has a very good standing with the capital markets.
- 1.1.2 The Bank continually strives to make improvement in the way it conducts its business. The Bank has recently gone through a transformation program with the overarching goal of enhancing its development impact and delivering improved results for its client countries. The transformation aims at building a high performance institution with greater operational effectiveness and efficiency and with a stronger focus on the key development challenges faced by its regional member countries, while creating a supportive environment that empowers its staff. It also aims at making the Bank a knowledge institution and a center of reference on African development issues.
- 1.1.3 The Bank is committed to attracting and recruiting high caliber people from diverse backgrounds in terms of gender, geographical representation, age, race, education, disabilities and civil status. The Bank is therefore seeking to advertise its vacancies to as wide a pool of applicants as possible, however, targeting women and applicants from those regions that are under-represented and non-represented among Bank staff.

1.2 SCOPE OF SERVICES

- 1.2.1 The African Development Bank (hereafter referred to as "The Bank") intends to select eligible agencies/firms which have an international network for the provision of advertising services under a non-exclusive framework agreement.
- 1.2.2 The initial term of this agreement is one (01) year. There will be an option for up to three one-year renewals.
- 1.2.3 Currently the Bank has about 200 vacancies. On average, 30 vacancies will be advertised per month.
- 1.2.4 The agencies/firms should have the capability to handle advertising services in both the Bank's official languages: French and English.
- 1.2.5 The Bank needs the services of agencies/firms that place recruitment, procurement, and other types of advertising in newspapers/magazine, and other publications and to include the use of internet/web-based sources, when requested by the Bank.

1.3 DESCRIPTION OF SERVICES

The selected company will be expected to perform the following tasks:

- i) Upon request, provide sound professional advice regarding all aspects of advertising and use of different types of media (e.g. internet, print, television, and radio);
- ii) Negotiate reduced rates/discounts with various media (newspapers, journals, online advertising sites).
- iii) Format announcements and present them in an attractive yet cost-effective manner.
- iv) The agency should be able to suggest strategies to expand the impact of advertising campaigns (by maximizing reach and frequency of messaging and cost effectiveness) while allowing for the broadest possible exposure to the target audiences within the available budget.
- v) Identify and recommend relevant media to attract high quality candidates from diverse (gender, geographic, age) populations and potential suppliers for procurement opportunities.
- vi) Advise the Bank on how to prepare advertisements that will attract the types of candidates and suppliers that the Bank is seeking.
- vii) Identify and plan the use of Internet recruitment resources.
- vii) Prepare online advertising tools (i.e. banners)
- viii) Provide customized periodic updates on special/discounted advertising rates with media commonly used by the Bank.
- ix) Provide recommendations for the development and placement of advertising based on market analysis, industry standards in consultation with the Bank.
- x) Conduct research and market analysis to provide information about target audiences and most effective media placement to reach identified audiences.
- xi) Advertising on niche publications targeted to specific sectors as IT & telecommunications, Works and facilities, Services for advertising of procurement opportunities.

1.4 ORDERING

The services(s) shall be purchased on an "as needed" basis and invoiced accordingly. **Under this framework agreement, the Agency will be entitled to payment only for services ordered by the Bank, effectively delivered and accepted by the Bank.**

1.5 SPECIAL CIRCUMSTANCES

- 1.5.1 In the event that the Bank has an immediate need for a particular advertising service(s) that is on the framework agreement and the contractor is not able to meet the special service within the time frame and budget as needed by the Bank, the Bank reserves the right to purchase such services(s) elsewhere to fulfill its immediate need.
- 1.5.2 Furthermore, considering the non-exclusive nature of the framework agreement, the contractor may be invited to compete against other incumbents of the framework contracts as well as other competitors in the market. When floating a bid competition, all holders of the framework agreement will receive notification to compete. Upon floatation of the bid competition, holders of the non-exclusive framework agreements will be advised and expected to submit their quotation.

1.6 LIABILITY

The issuance of this document and the receipt of the information in response to this RFP will not in any way cause the Bank to incur liability or obligation to you, financial or otherwise. The Bank shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a proposal or for any work performed prior to execution of contract.

1.7 Compliance

By responding to this RFP, the Bidder is providing assurance that in the performance of the services covered under this RFP, it will comply with General Terms and Conditions and the draft contract attached to this RFP.

1.8 COMPLIANCE MATRIX

The proposals should meet the minimum requirements listed below and the bidders are requested to describe the compliance in the space provided. Any variations from these specifications must be listed in detail by the bidder in the space provided.

SPECIFICATIONS	MEET MINIMUM REQUIREMENTS (indicate yes or no next to each requirement)
Capability of direct electronic advertisement submittal to the advertising service agency Specify transmittal method (Fax, On-line terminal, or Internet)	
Provide Price Estimates	
Invoices must provide the following: <ul style="list-style-type: none">• Invoice number• Date of publication• Name and reference of vacancy and procurement notices• Name of journal/magazine/newspaper• Frequency of journal/magazine/newspaper• Newspaper Proof-of-Publication with affidavit• Advertisement size• Frequency of online publication• Charge for each publication• Total invoice amount• Bank Requester (person requesting advertisement)	
Provide quarterly statement of advertisements	

placed and corresponding pending payments and payments made during the period	
Ability to place advertisements in national and international newspapers (please provide names of representations/partners in the below form)	

1.9 THE BANK'S RESPONSIBILITIES

- 1.9.1 The Bank will submit vacancy notices and procurement opportunities for advertisement and clearly indicate the media in which they have to be published. The Bank shall pay for all advertisements only after the vacancies/procurement opportunities have been advertised as instructed by the Bank and upon receipt of the proof of advertisement in the form of copy of the concerned newspapers/journals.
- 1.9.2 The Bank shall appoint a representative who shall act as the principal liaison between the Bank and the Contractor in all communications with the Contractor in respect of this Contract. The main Bank's Contract Officer Technical Representative (COTR) or contact person will act as a liaison between the Contractor's Project Manager and the Bank, and shall be the designated representative from the Human Resources Department.
- 1.9.3 The Bank will conduct periodic performance evaluations of the selected bidder on a bi-annual basis according to the criteria determined by the performance evaluation sheet (Annex 6). A minimum score is required. The bidder will be provided with a report of these periodic evaluations. In cases where the mark would continuously fall below this note, the Bank may proceed with the termination of the contract.

1.10 BIDDERS' RESPONSIBILITIES

- 1.10.1 The bidder will ensure that vacancies/procurement opportunities are published on the date required by the Bank. It will recommend to the Bank relevant media for the request. It will ensure error-free publications and shall submit copies of the published advertisements as well as invoices for the positions and procurement notices advertised.
- 1.10.2 The Bidder or his representative shall submit to the Bank reports and statistics (quarterly and annual) on its activities to enable better monitoring and evaluation of services according to a format developed by the bidder and approved by the Bank. That report will highlight the problems encountered in at the technical and administrative level during the relevant period.

1.11 PERFORMANCE STANDARD

All work performed shall be first class in every respect and shall conform to the highest standards of the industry.

1.12 MARKETING REFERENCES

The successful bidder shall be prohibited from making any reference to Bank, in any promotional material, brochures, or sales presentations without the express written consent of the Bank.

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CONTENTS OF THE PROPOSAL

All submissions must be written in English or in French. The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder and the Bank shall be written in the English or French languages.

Any printed literature furnished by the Bidder written in another language shall be accompanied by English or French translations of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English or French translations shall govern.

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

1. Technical Proposal (Technical Envelope)

- a) In respect of article 9 of the Letter of Invitation, the bidder must submit the following documents:
 - A statement of conformity (using format as described in **Appendix A**)
 - Power of attorney, if applicable
- b) Certificate of Incorporation or Registration of firm and information on the capital structure;
- c) information about Bidder's company (description, including a short history, business plan and services offered, organizational chart, number of staff, years In Business, etc.);
- d) Statement of Bidder's understanding the Project: Bidder shall demonstrate their understanding of the key issues associated with the assignment and this RFP;
- e) Description of the proposed services addressing each service requirement listed under the Terms of Reference and how you would address the major challenges indicated;
- f) Details of the Project approach/methodology, This section of the Proposal shall presents the methodology of the Bidder's plan and describe how in detail how the he proposes to undertake the assignment, including but not limited to:
 - i) solutions to meet the Bank's service requirements;
 - ii) proposed service levels and related indicators;
 - iii) a description of how the agency evaluates the effectiveness of its work for clients and monitoring performance of any advertising;
 - iv) Any other value-added services that were not mentioned/required in the TOR but that the bidder is offering to the Bank.
- g) The Bidders shall submit copies of audited financial statements for the past three years (2010, 2009, and 2008) ;

- h) **General Experience:** Bidders shall describe experience under advertising services/communications services contracts in the role of contractor, subcontractor, or management contractor for at least the last three (03) years prior to the proposals submission deadline. Use format as described in **Appendix C**;
- i) **Specific Experience and Past performance:** bidders should provide at three services certifications duly signed by the companies to whom they provided the services. The document should include signatory name, email, telephone and fax numbers. Project descriptions shall include a summary of Bidder's scope of work, project start and end dates, contract values, and project references (use format as described in **Appendix D** for specific experience);
- j) The bidders shall describe measures and strategies that they would implement under the framework agreement to ensure cost-effective, high-quality and responsive management of service provision with focus on cost reduction and effective and efficient communications, teamwork, and sound budget management.
- g) **Qualification of Proposed personnel, professional experience and educational qualifications for this project (use format as described in Appendix E)**
- Bidders should provide Information and motivation on the lead person, attaching his or her curriculum vitae, setting out his or her's:
- Suitability for this assignment;
 - Relevant skills and experience;
 - Outline the precise role the lead person will play;
 - Availability to perform work.
- For all proposed team members, setting out:
- Suitability of each person for the proposed roles in terms of his or her relevant skills and experience
 - Professional role that each person will fulfill in this assignment (including planning to ensure continuity of service throughout the day)
- k) List of representations/partners across the continent (Africa, Europe, Asia, and the Americas). If the bidder has no office or partner within a continent, a description of how the Bank's account will be managed from a distance and how the cost would be absorbed by the Agency). Use format as described in **Appendix F**);
- l) List of worldwide Newspapers/Journals/Magazines in which you're able to advertise and their respective target audiences (please specify the regions as well). Bidders are also requested to list all websites for the same purpose;
- m) Provide Insurance certificate for professional liability of the bidder; and
- n) The compliance Matric duly completed to demonstrate compliance with the Bank's requirements.

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**)
- Price schedule (1) and Price schedule (2) in **Appendix G**
- **The overall quotation (free and clear of all taxes)**

- Provide detailed explanation of agency's process procedures and method of billing including commission and mark-up cost for media (i.e. net, commission, incentives for cost reduction, etc.) Include all cost for which the Bank will be billed.
- The contract initialed and stamped on each page

Appendix A

(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/2011/0139**), we, the undersigned, offer to provide the Bank, with the Advertising 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

Signature

In the capacity of

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

(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/2011/0139** 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]

**AFRICAN DEVELOPMENT BANK
TEMPORARY RELOCATION AGENCY**



GENERAL EXPERIENCE

General Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Services Executed by the Bidder	Role of Bidder

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SPECIFIC EXPERIENCE

Fill up one (1) form per contract.

Contract of Similar Size and Nature	
Contract No of	Contract Identification
Award Date	Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor
Total Contract Amount	US\$
Employer's Name Address Telephone/Fax Number E-mail	
Description of the similarity in accordance	

LIST OF REPRESENTATIONS/PATNERS

Number of offices in Africa	
List countries	Name of Representations/Network
Please add rows here if needed	
Number of offices in Europe	
List countries	Name of Representations/Network
Please add rows here if needed	
Number of offices in Asia	
List countries	Name of Representations/Network
Please add rows here if needed	
Number of offices in the Americas	
List countries	Name of Representations/Network
Please add rows here if needed	

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PRICE SCHEDULE FORM (1)

	DESCRIPTION	COST/PERCENTAGE
1	Production Fee	
2	Discount offered (%)	
3	Commission Fee (%)	
4	Translation (word per page)	
5	Unit price per page	
5.1	(bidders to list names of journal/magazine*)	
5.2		
5.3		
Etc.		

* Bidders are requested to indicate whether the periodical is a daily, weekly or monthly publication.

**AFRICAN DEVELOPMENT BANK
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PRICE SCHEDULE FORM (2)

Journal / Magazine	Number of publications (estimate) ⁽¹⁾	Production Fee	Rate per advert ⁽²⁾ (¼ page)	Discount Offered (list amount or percentage)	Commission Fee (list amount or percentage)	Total
The Economist	30					
Jeune Afrique	30					
Financial times	10					
TOTAL						
COMPLEMENT OFFER ⁽³⁾						
Website (bidders to indicate names of websites)						
Bidders are requested to Include any others publications						

- 1) Monthly estimate if for evaluation purposes only
- 2) According to the below samples (English and French versions)
- 3) It is a requirement to complete the complement offer.

BANQUE AFRICAINE DE DÉVELOPPEMENT
AVIS DE VACANCE N°ADB/10/110

Titre du poste : Chargé de gestion de la performance et des talents principal	Grade: PL-4	Date limite : 07 Septembre 2010
Département/Division : Département de la gestion des ressources humaines (CHRM) Division de la formation et du développement du personnel (CHRM.3)	Nom et titre du superviseur : Chef de division, CHRM.3	
<p>Le profil de l'effectif de la Banque africaine de développement ne cesse de s'élargir, la moitié des membres du personnel étant nouveaux à leurs postes. Il est nécessaire de renforcer le processus de gestion de la performance afin que la gestion de la performance soit reconnue comme une fonction fondamentale de gestion.</p> <p>Le chargé de gestion de la performance et des talents principal est chargé de mettre en place des systèmes et structures permettant aux responsables de la Banque de disposer de l'appui requis pour opérer efficacement la transition vers les nouvelles politiques et procédures relatives au capital humain et pour exécuter les volets essentiels de la stratégie de valorisation du capital humain portant sur la gestion de la performance, la gestion des talents et la planification de la relève.</p> <p>Fonctions et responsabilités : Sous la supervision générale du Chef de division, Formation et perfectionnement du personnel (CHRM.3), le titulaire exerce les fonctions et responsabilités suivantes :</p> <ul style="list-style-type: none">• Instaurer à la Banque africaine de développement une culture de performance élevée en instituant une philosophie de haute performance, des principes directeurs, des processus communs de même qu'une discipline de gestion de la performance et de perfectionnement ;• Soutenir la philosophie, les principes directeurs et les processus de gestion de la relève à la Banque africaine de développement et aider les responsables à se doter d'une réserve de talents pour l'avenir ;• Gérer l'amélioration continue et l'évolution du processus de gestion de la performance et des applications en ligne correspondantes de la Banque ;• Préparer, propager et amener les responsables à soutenir les recommandations stratégiques relatives à l'amélioration du processus de gestion de la performance à la Banque et améliorer sa valeur pour l'institution ;• Fournir aux responsables et aux employés les outils et les ressources nécessaires pour bien gérer et évaluer la performance ;• Remettre au Directeur des ressources humaines et à la Haute direction des rapports tournés vers l'action sur le processus de gestion de la performance ;• Concevoir, élaborer et organiser des sessions de formation juste-à-temps sur la gestion de la performance à l'intention du personnel et de la Direction ;• Mettre en place et gérer un service de dépannage chargé d'offrir un appui au personnel comme aux responsables sur la gestion de la performance ;• Œuvrer en collaboration et en partenariat avec d'autres employés des RH pour que les processus et programmes de gestion de la performance aillent dans le sens des grandes stratégies de la Banque ;• Défendre et soutenir d'autres initiatives de développement organisationnel telles que le mentorat, l'accompagnement professionnel (coaching), la revue par les pairs/la rétroaction à 180 degrés/à 360 degrés en cas de besoin ;• Veiller à ce que la mobilité et la gestion des talents s'inscrivent dans le processus de gestion de la performance. <p>Critères de sélection (y compris les compétences, les connaissances et l'expérience souhaitées) :</p> <ul style="list-style-type: none">• Au minimum un DEA/DESS ou un diplôme équivalent en gestion des ressources humaines, psychologie industrielle/organisationnelle, développement organisationnel, ou autre diplôme connexe ;• De préférence au moins six (6) années d'expérience vaste et progressive en développement organisationnel, axée surtout sur la gestion de la performance, la gestion des talents et la planification de la relève ;• Une expérience antérieure de la gestion/encadrement serait un avantage ;• Expérience indispensable des transactions avec des acteurs de haut et de faible niveau ;		

- Expérience et bilan solide de bonne gestion des projets et d'exécution dans les délais de projets aux échéances conflictuelles ;
- Expérience de la sélection et de la gestion des prestataires ;
- Connaissances avancées des meilleures pratiques en gestion de la performance et des talents ainsi qu'en planification de la relève, complétées par un solide bilan d'application pratique ;
- Compétence dans l'utilisation des logiciels courants de la Banque (Word, Excel, Access et PowerPoint) et ainsi que des applications RH ;
- Excellente communication à l'écrit et à l'oral en français ou en anglais, avec une connaissance pratique de l'autre langue.

Présenté par :	Date :
<u>Benson MAINA, Chef de division p.i., CHRM.1</u>	
Approuvé par :	Date :
Gemina ARCHER-DAVIES, Directrice, CHRM	

Les candidats doivent remplir une notice personnelle, disponible sur le site de la Banque, et joindre un curriculum vitae (CV) détaillé. Ils sont vivement encouragés à envoyer leur demande par voie électronique à l'adresse recruit@afdb.org. Seuls seront contactés les candidats remplissant entièrement les conditions de la Banque et pour lesquels un entretien est envisagé. Le Président de la Banque se réserve le droit de nommer un candidat à un poste de niveau inférieur. **La Banque africaine de développement est un employeur garantissant l'égalité des chances et les candidats féminins sont vivement encouragés à postuler.** <http://www.afdb.org>.

AFRICAN DEVELOPMENT BANK
VACANCY ANNOUNCEMENT N°ADB/10/110

Position Title: Principal Performance & Talent Management Officer	Grade: PL-4	Closing Date: 07 th September 2010
Department/Division: Human Resources Department (CHRM) Staff Training & Development Division (CHRM.3)	Name and Title of supervisor: Division Manager, CHRM.3	
<p>The Bank's staffing profile has expanded with 50% of staff new in their positions. There is need to strengthen the performance management process in the Bank to ensure that performance management is recognized as a core management function.</p> <p>The Principal Performance & Talent Management Officer is responsible for developing systems, and structures, to ensure that African Development Bank Managers have the support they need to effectively transition to new human capital policies and procedures and to execute key components of the Human Capital Strategy Initiative focusing on performance management, talent management and succession planning.</p> <p><u>Duties and responsibilities:</u> Under the general supervision of the Division Manager Staff Training & Development (CHRM.3), the incumbent will perform the following:</p> <ul style="list-style-type: none">• Create a high performance culture in the African Development Bank by institutionalizing a high performance philosophy, guiding principles, common process and a discipline of Performance Management and Development;• Support the African Development Bank's succession management philosophy, guiding principles and processes and assist Managers build their pipelines talent for the future;• Manage the continuous improvement and evolution of the African Development Bank's performance management process and the supporting web-based application;• Prepare, socialize and gain executive buy-in on strategic recommendations for improving the African Development's performance management process and increase its value to the organization;• Provide managers and employees with tools and resources to effectively manage and appraise performance;• Deliver actionable reports on performance management process to the HR Director and Senior Management;• Design, develop and deliver just-in-time training sessions on performance management to both staff and management;• Create and manage performance management help desk to offer in-time support to staff and managers;• Partner and work collaboratively with other HR staff to ensure that performance management processes and programs support African Development Bank's key business strategies;• Champion and support other Organizational Development initiatives such as mentoring, coaching, peer review/180 degrees/360 degrees feedback delivery as needed;• Ensure that mobility and talent management are managed within the performance management process; <p><u>Selection Criteria (including desirable skills, knowledge and experience):</u></p> <ul style="list-style-type: none">• A minimum of a Master's degree or its equivalent in Human Resources Management, Industrial/Organizational Psychology, Organization Development, or other related advanced degree;		

- Preferably a minimum of six (6) years of extensive and progressive experience in Organization Development with a primary focus on Performance Management, Talent Management and succession planning;
- Previous supervisory/management experience is an added advantage;
- Experience in dealing with high and low level industry players is a necessary requirement;
- Experience in and proven track record of superior project management and on-time execution of multiple projects with competing deadlines;
- Experience in vendor selection and management
- Advanced theoretical knowledge of best practice of performance management, talent and succession planning which is balanced by a proven track record of practical application;
- Competence in the use of Bank standard software (Word, Excel, Access, and PowerPoint) and HR Management Systems;
- Excellent written and verbal communications skills in either English or French, and a working knowledge of the other language.

Submitted by:	Date
<u>Benson MAINA, Ag. Division Manager, CHRM.1</u>	
Approved by: Gemina ARCHER-DAVIES, Director, CHRM	Date

Candidates must complete a Personal History Form (PHF), available at the Bank's web site, and attach a comprehensive Curriculum Vitae (CV). Applicants are strongly encouraged to submit their applications electronically to: recruit@afdb.org. Only applicants who fully meet the Bank's requirements and are being considered for interview will be contacted. The President, AfDB, reserves the right to appoint a candidate at a lower level. African Development Bank is an equal opportunities employer and female candidates are strongly encouraged to apply. <http://www.afdb.org>

African Development Bank Temporary Relocation Agency



EVALUATION CRITERIA

3.1 DETAILS OF THE EVALUATION

- 3.1.1 To be responsive, offers must contain all information required in each envelop as described above. Responsive offers will be subject to a two-stage evaluation procedure detailed as follows:
- 3.1.2 A pass/fail assessment will be carried out to determine whether the proposals meet the minimum pass/fail criteria indicated in 3.2, below.
- 3.1.3 Technical proposals determined to meet the minimum pass/fail criteria shall be evaluated the criteria indicated in 3.3 below.
- 3.1.4 Firms scoring less than 70 points will be rejected and their financial proposals returned unopened.
- 3.1.5 The award(s) shall be made to the bidder(s) receiving the technical evaluation score and with whom satisfactory price and terms can be agreed.

3.2 MANDATORY EVALUATION CRITERIA (PASS/FAIL)

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

PASS/FAIL CRITERIA	YES	NO
The bid form (Appendix A) must be completed and signed by a person or persons duly authorized to bind the company to the pricing and contract. <i>A power of attorney shall be attached to the bid for form, if applicable.</i>		
Interested bidders must originate from one of the African Development Bank's member countries		
Submission of audited balance sheets or if not required by the law of the Applicant's country, other financial statements acceptable to the Bank, for the past three years: 2010, 2009, and 2008		
Minimum average annual turnover of US\$ 300,000 calculated as total certified payments received for contracts in progress or completed, within the last three (03) years.		
Bidders shall demonstrate experience under advertising services/communications services contracts in the role of contractor, subcontractor, or management contractor for at least the last three (03) years prior to the proposals submission deadline.		
Remarks (Accept/Reject for the next stage)		

3.3 TECHNICAL EVALUATION (100 POINTS)

3.3.1 To be responsive, offers must contain all the information required in each envelope as described in Annex 2. Responsive offers will be the subject of a technical analysis according to an Evaluation Criteria and Point System.

3.3.2 Evaluation Criteria and Point System

CRITERIA	SCORE
Understanding of the Requirements and overall quality of the proposal	10
Reputations and Experience in previous similar assignment. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as describe (3 projects each 5 marks)	15
Proposed Services (design, translation, posting of advert, advisory services, ability to obtain reduced rates, selection of relevant media for advert, etc.)	10
Proposed approach and methodology	25
Detailed explanation of advertisement placement process (05 points)	
Order processing including tracking and invoicing (05 points)	
Proposed Service Level and related indicators (05 points)	
Description of how the agency evaluates the effectiveness of its work for clients and monitoring performance of any advertising (05 points)	
Any other value-added services that were not mentioned/required in the TOR but that the bidder is offering to the Bank (05 points)	
Network in various zones of the world (partnership and networks which the Bank will benefit from through)	10
List of worldwide Newspapers/Journals/Magazines in which Bidder is able to advertise and their respective target audiences. Bidders are also requested to list all websites for the same purpose	10
Qualification of Proposed personnel, professional experience and educational qualifications for this project	15
Account Manager (10 points)	
Proposed team members (05 points)	
Ability to advertise on websites in English and French	05
TOTAL	100

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

3.3.4 Firms scoring less than 70 points will be rejected and their financial proposals returned unopened.

3.3.5 The Bidder obtaining the highest technical score will be advised by e-mail or fax and its financial envelope will be opened.

3.4 FINANCIAL NEGOCIATION

- 3.4.1 Following the technical evaluation, the Bank shall notify the bidder with the highest technical score, by e-mail or fax, that its proposal was accepted, by inviting him to negotiate the financial offer. The financial proposals will first be checked for completeness and corrected for computational errors.
- 3.4.2 Negotiations begin by examining the financial proposal, the methodology of service delivery, staff proposed and any suggestions to improve the service delivery. Agreed changes must then be reflected in the revised financial proposal which will be part of the contract.
- 3.4.3 If these negotiations fail, the Bank will invite the bidder whose technical proposal was ranked second for the opening of its financial proposal and to negotiate the contract

3.5 AWARD OF CONTRACT

- 3.5.1 The contract award shall be made to the bidder receiving the highest technical evaluation score(s) and with whom satisfactory price and terms have been agreed.
- 3.5.2 The Bank will then inform other bidders that their proposals were not selected and returns then unopened financial proposals.
- 3.5.3 The award document will be a incorporating by reference all the requirements, terms and conditions of this solicitation and the Bidder's proposal as negotiated.

CONTRACT N° ADB/CTR/CGSP/2011/0139

FRAMEWORK AGREEMENT

BETWEEN

THE AFRICAN DEVELOPMENT BANK

AND

[.....]

Preamble

This **AGREEMENT** (hereinafter called the "AGREEMENT") is entered into this [...], 2011 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 currently operating from its Temporary Relocation Agency in Tunis, 13 Avenue du Ghana, BP 323, Tunis Belvedere, TUNISIA, represented by

of the one part;

- and -

....., a corporation formed and existing under the laws of the, and whose business address is whose business address is (hereinafter "the Contractor"), represented byof the other part

WHEREAS:

WHEREAS the Bank has determined the need to procure the services of to provide advertising services as stipulated on the proposal solicitation, as are more fully specified in the Terms of Reference, subject to the terms and conditions hereinafter set forth.

WHEREAS the Contractor, selected after International Competitive Bidding, is desirous of performing the Services set out in the Terms of Reference, and warrants that it possesses the competence and resources to perform the Services, and to undertake to do so with due skill and diligence;

WHEREAS The Bank has accepted a bid by the Contractor on a non-exclusive basis, pursuant to the terms and conditions contained in this agreement and other agreements set out hereunder;

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

ARTICLE I: AGREEMENT DOCUMENTS

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

- Annex 1: Request for proposals document/terms of reference
- Annex 2: Contractor's technical proposals
- Annex 3: Contractor's financial proposals
- Annex 4: General Terms and Conditions for the Purchase of Goods, Works and Services;
- Annex 5: Code of Conduct for Contractor;
- Annex 6: Contractor Performance Evaluation

1.2 All documents forming the Agreement Documents are intended to be correlative, complementary, and mutually explanatory.

ARTICLE II - INTERPRETATION

The following words and expressions shall have the meanings hereby assigned to them::

'Agreement'	means this non-exclusive Agreement for the provision of the Services;
'Contractor'	means.....;
'Bank'	means the African Development Bank named as above for whom the Contractor has agreed to provide the Services in accordance with the conditions herein of this Agreement;
'Group'	means the Bank and any subsidiary or holding Bank of the Bank or any such Bank
'Services'	means the provision of Corporate Travel Management to include domestic and international business travel booking and ticketing services pursuant to the conditions herein of this Agreement.
"Term"	the term of this Agreement pursuant to Clause 2
"Termination Date"	the date of termination of this Agreement (howsoever determined)
"Subcontractor"	means any person, private or government entity, or a combination of the above, including his or its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the <u>Contractor</u> .

ARTICLE II - SCOPE OF SERVICES

- 2.1 The services to be performed by the under this non-exclusive Agreement (hereinafter called the "Services") are described in the terms of reference attached hereto as Annex 1 (hereinafter called the "Terms of Reference") and forming an integral part hereof.
- 2.2 Notwithstanding Article XVI hereof, the Bank shall be entitled to modify the Terms of Reference provided however, that no such modification shall change the essential nature or purpose of the Services. If, as a consequence of such modification, the scope of the Services is significantly changed, the Agreement Amount (as defined in Section III hereof) and/or the Agreement period may be adjusted by the Bank
- 2.3 The Services shall be provided in a fit and proper manner in keeping with the standards of the Travel Industry and the terms of this Agreement. In consideration for the provision of the Services the Bank agrees to pay the fees as set out in the Payment Terms and Conditions (Annex 4 of this Agreement). It is agreed that such payment terms shall be reviewed by the parties in good faith with effect from each anniversary of the commencement of this Agreement, or more frequently if required.

ARTICLE III – AMOUNT AND PAYMENT TERMS

- 3.1 The Bank shall, subject to satisfactory performance of the Services, pay to the Contractor the amounts specified in the Contractor's Financial Proposal attached as Annex 3 to this Agreement (which forms an integral part of this Agreement).
- 3.2 Payment of the Agreement Amount shall be in accordance with the modalities specified in Annex 3 to this Agreement.

3.3 Payments shall be made promptly by the Bank and in any case, no later than thirty (30) days after submission of an invoice or request for payment by the Contractor, and for which there are no disputes relating to the invoice to the following Contractor account:

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

ARTICLE IV - TAXES AND DUTIES

The Contractor acknowledges that in accordance with Article 57 of the Agreement Establishing the African Development Bank (“Specific Agreement”), the Bank, its property, other assets, income and its operations and transactions are exempt from all taxation and customs duties; and the Bank is exempt from any obligation to pay, withhold or collect any taxes or duties. Accordingly, the Contractor hereby authorizes the Bank to deduct any taxes, duties and/or other similar charges or imposts included by the Contractor on any invoice submitted by virtue of this Agreement or other agreements, any of its Annexes or any amendment thereof before paying such invoice without cost to the Bank.

ARTICLE V - COMMENCEMENT AND DURATION

- 5.1 The Contractor shall commence the Services on and shall carry out the Services for an initial period of one (01) years, renewable annually on the same terms and conditions for three (03) further years, within the schedules and time limits established under the Terms of Reference (attached hereto as Annex 1), “) unless notice of termination by either party of three (03) months before the expiry of the contract period.
- 5.2 Renewal shall be in the form of a written amendment to this Agreement signed by both parties. Evidence of such renewal shall be attached to and form part of this Agreement.

ARTICLE VI - PERFORMANCE OF THE CONTRACT

- 6.1 The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- 6.2 The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or license required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- 6.3 Any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- 6.4 The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- 6.5 The Contractor shall have sole responsibility for the staff who executes the tasks assigned to him.
- 6.6 The Contractor shall make provision for the following employment or service relationships with his staff: the Bank may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Bank any right arising from the contractual relationship between the Bank and the Contractor.

- 6.7 In the event of disruption resulting from the action of a member of the Contractor's staff working on Bank premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Bank shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- 6.8 Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Bank. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

ARTICLE VII - DATA PROTECTION

- 7.1 Contractor shall not damage, disclose, alter, lose or destroy any information or data of The Bank for any reason unless specifically instructed to do so in writing by The Bank. Nor shall Contractor use any such information or data for any purpose other than that for which it has been specifically authorized. Contractor shall maintain appropriate security measures to prevent unauthorized use, disclosure, destruction or loss of any Exchange information or data.
- 7.2 In the event of loss of any Bank data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Bank. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. The Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

ARTICLE VIII - ASSIGNMENT AND SUBCONTRACTING

- 8.1 The Contractor 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.***
- 8.2 The Contractor shall not subcontract for the whole or any part of the Services to any person or entity except with the prior written consent of the Bank given in respect of the particular person or entity.
- 8.3 Notwithstanding any such consent given by the Bank pursuant to Sections 8.1, or 8.2 above, the Contractor hereby guarantees full compliance by each of the Contractor's Associates with the terms of this Agreement and the prompt performance by each of them of the subcontracted parts of the Services. The Contractor further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Services.

- 8.4 Notwithstanding the approval by the Bank of (i) the assignment by the Contractor, in whole or in part, of this Contract; or (ii) the subcontracting of this Agreement to a third party by the Contractor, such approval in each such case shall be without prejudice to the Contractor's obligations and liabilities hereunder
- 8.5 However, it should be understood, that no third party shall be a subcontractor or perform work on the basis of this Agreement unless incorporated as a business in one of the Bank's member countries.

ARTICLE IX - EVALUATION OF THE AGREEMENT

- 9.1 This Agreement will be evaluated every year. The quality of delivery of goods will be assessed using performance criteria on which the Contractor agrees (Annex 6). Faults detected will be immediately reported in writing to the attention of the Contractor, as well as opportunities for improvement in order to meet the standards and market quality.
- 9.2 The results below those expected by the Bank and the failure to obtain the minimum required score for each criterion expose the Contractor to sanctions ranging from formal termination of the Agreement.

ARTICLE X - ELIGIBILITY RULES

- 10.1 All Goods and Services supplied under the Agreement shall have their origin in the countries and territories eligible under the Rules of Procedure of the African Development Bank for Procurement of Goods and Works.
- 10.2 For purposes of this Clause, "origin" means the place where the Goods were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

ARTICLE XI: DISASTER RECOVERY

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

ARTICLE XII - CONTRACTOR'S RESPONSIBILITIES

The Contractor shall supply all the Goods and Related Services included in the Scope of Supply in accordance with the Terms of reference.

ARTICLE XIII - BANK'S RESPONSIBILITIES

Whenever the supply of Services requires that the Contractor obtain permits, approvals, and import and other licenses from local public authorities, the Bank shall, if so required by the Contractor, make its best effort to assist the Contractor in complying with such requirements in a timely and expeditious manner.

ARTICLE XIV - CONTRACTOR'S INABILITY TO PERFORM SERVICES

If, at any time and for whatever reason, in the opinion of the Bank the Contractor is unable to perform or to complete the performance of the Services in a manner satisfactory to the Bank, the Bank may, at its option, either terminate this Agreement, or extend the time within which the Services are to be performed. Any additional costs or expenses to the Bank arising from such extension shall be borne by the Contractor.

ARTICLE XV - FRAUD AND CORRUPTION

- 15.1 The Contractor represents that no employee of the Bank involved in the award of this Agreement, has received, or will receive, directly or indirectly, any kind of benefit or advantage from the Contractor, its agents or affiliates, resulting from the award of this Agreement or its implementation.
- 15.2 If the Contractor is found to have engaged in corrupt or fraudulent practices in connection with this Agreement, the Bank may at its discretion, do any one or combination of the following: (i) void or terminate the Agreement; ii) declare the Contractor ineligible to Agreement with the Bank and to enter into contracts in connection with matters financed by the Bank; or iii) pursue legal proceedings against the Contractor.
- 15.3 For the purposes of the Agreement:
- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Agreement execution, and includes, inter alia, bribery and extortion or coercion which involve threats of injury to person, property or reputation; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the Agreement to the detriment of the Bank, and includes collusive practices among bidders, or between bidders and Bank staff (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels.
- 15.4 The Bank reserves the right, where the Contractor has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that the Contractor is ineligible, for a stated period of time, to be awarded a Bank Agreement.
- 15.5 The Contractor agrees that the Bank may at its discretion require that, in contracts financed by the Bank, a provision be included requiring the Contractor and its contractors to permit the Bank to inspect their accounts and records relating to the performance of the Agreement and to have them audited by auditors appointed by the Bank.
- 15.6 Any communications between the Contractor and the Bank related to matters of alleged fraud or corruption shall be made in writing.

ARTICLE XVI - DISPUTE RESOLUTION

- 16.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the Agreement 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) calendar days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or disagreement, either party may initiate arbitration proceedings 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) calendar days after the date of 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 London, England.
- 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.
- 16.7 Notwithstanding the provisions of the UNCITRAL 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.
- 16.8 Nothing contained in this Agreement 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.
- 16.9 The provisions of this Article shall survive the termination of the Agreement.

ARTICLE XVII - COPYRIGHT, CONFIDENTIALITY AND OWNERSHIP

- 17.1 The Contractor shall not at any time without written authorization from the Bank, communicate to any person or entity any Confidential Information disclosed to it for the purpose of performing the Services or obtained by it in the course of performing the Services, or make any public statements concerning this Agreement. All Confidential Information shall be treated as confidential by the Contractor and the Contractor's Associates and remain the property of the Bank. The Contractor and the Contractor's Associates shall not be entitled to use or copy such Confidential Information for any purpose not related to this Contract. For purposes hereof, "Confidential Information" refers to all documents, statistics, reports, data or other information whether in written, oral or other tangible form provided, or made available to, or created, obtained, compiled or prepared by the Contractor in respect of, in connection with or by virtue of this Agreement.
- 17.2 The Contractor shall exercise sufficient control over any Confidential Information in order to preserve the confidential nature thereof, and to safeguard the Confidential Information from theft and/or access by unauthorized personnel and third parties and to ensure that Confidential Information is not used in an unauthorized manner.
- 17.3 The obligations of the Contractor under Section 18.1 of this Agreement will not be deemed to have been breached to the extent that Confidential Information: (a) is disclosed by the Contractor to the Contractor's Associates solely in order to comply with obligations, or exercise rights, under this Contract; or (b) is in the public domain other than due to a breach of Section 18.1 Where the Contractor discloses Confidential Information to another person pursuant to clause (a) above, the Contractor will (a) notify the receiving person that the information is Confidential Information and (b) not provide the Confidential Information unless the receiving

person agrees to comply with the terms and conditions set forth in Section 18.1. In every instance, the Contractor shall notify the Bank (a) of such disclosure to the Contractor's Associates prior to making such disclosure, and (b) promptly of any breach of its confidentiality obligations when it has learnt of such a breach.

- 17.4 The Contractor shall not publish or cause or permit to be published, without the prior written approval of the Bank, the existence of this Agreement nor any conclusions or recommendations nor part thereof formulated in the course of or as a result of the performance of the Services.
- 17.5 All proprietary and intellectual property rights in all documents, reports, statistics, data and other information provided, made available to, or created, obtained, compiled or prepared by, the Contractor in the course of carrying out the Services shall be vested in and become the property of the Bank. All such documents, reports, statistics, data and any other information shall, upon the completion of Services or termination of this Agreement, be promptly returned to the Bank. Such materials shall be sorted and indexed by the Contractor in a manner acceptable to the Bank prior to delivery to the Bank.
- 17.6 The Contractor further agrees to include the contents of this Article in all subcontracts and consulting agreements entered into by the Contractor for the performance of Services under this Agreement.
- 17.7 The provisions of this Article shall survive the expiration or the termination of this Agreement.

ARTICLE XVIII - LIABILITY

- 18.1 It is agreed that the total liability of either party to the other under this Agreement shall be limited to all fees costs and charges payable by the Bank to the Contractor and that in no event shall either party be liable to the other for:

- (i) any loss of business and/or contracts;
- (ii) any loss of goodwill;
- (iii) any special, indirect or consequential loss, damage, cost or expense of any kind;

provided that nothing in this Agreement shall exclude liability in respect of any death or personal injury.

- 18.2 Contractor shall have no liability to the Bank for any loss, damage, costs, expenses or other claims for compensation arising from any instructions or documents provided by the Bank which are incomplete, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Bank or its officers, employees or agents.
- 18.3 Contractor shall not be liable to the Bank or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of Contractor's obligations in relation to the Services, if the delay or failure was due to any cause beyond Contractor's reasonable control.
- 18.4 The Contractor shall be responsible for medical insurance coverage for its experts and employees performing the Services hereunder in accordance with relevant industry norms and standards. The Bank shall have no responsibility whatsoever for such coverage or for any medical expenses that the Contractor or its employees, agents, affiliates, Contractors, subcontractors or other persons deriving authority from the Contractor (collectively hereinafter referred to as the "Contractor's Associates") may incur.

ARTICLE XIX - LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to all its other remedies under the Contract or to the Bank's right to terminate the Contract, the Bank may deduct from payment due to Contractor, the amount of service not performed or poorly performed.

ARTICLE XX - FORCE MAJEURE

- 20.1 Neither party to this Agreement shall be responsible for any delay or failure to perform its obligations under the Agreement if the delay or failure is attributable to force majeure.
- 20.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Contractor shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 20.3 In the event of force majeure which delays performance of the whole or any part of this Agreement for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Agreement.
- 20.4 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event.

ARTICLE XXI: REPRESENTATIONS, WARRANTIES AND COVENANTS

- 21.1 The Bank represents and warrants that it possesses the requisite experience, qualifications, competence and skills to perform the Services hereunder and to carry out all of its duties and responsibilities set out in this Contract and that all information given concerning such experience, qualifications, competence and skills is accurate.
- 21.2 The Bank represents and warrants that it is in compliance with all the applicable laws and regulations in force at its place of incorporation. The Bank covenants that during the term of this Contract it shall abide by, and take all measures necessary to enable it to be in compliance with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 21.3 The Bank represents and warrants to the Bank that: (i) the execution and delivery by the Bank of this Contract, the consummation of the transactions contemplated hereby and the performance by the Bank of this Contract will not violate, conflict with or result in the breach of any of the terms and conditions of, or otherwise give any other contracting party the right to terminate, any contract, agreement, license, franchise, commitment or binding arrangement to which the Bank is a party and which would otherwise be material to the performance by the Bank of its obligations hereunder; and (ii) the Bank possesses and will maintain all required licenses, and permits in respect of, or otherwise possesses and will maintain good and valid title to, all the intellectual and other property necessary for the performance of its obligations hereunder. The foregoing representations and warranties of the Bank shall survive the termination of this Contract.

ARTICLE XXII - TERMINATION

- 22.1 The Bank may terminate this Agreement at any time without advance notice in the event the Contractor engages in misconduct. For purposes hereof, "misconduct" means conduct that is

unlawful or improper, and that the Bank determines in its discretion, reflects seriously and adversely on the Bank.

- 22.2 The Bank may, upon giving not less than three months (90) days' notice in writing to the Contractor, terminate this Agreement if the Bank determines that the Contractor has failed to perform satisfactorily the Services or to otherwise comply with any of its obligations under this Agreement.
- 22.3 The Bank may, at its option and in its sole discretion, terminate this Contract when it is in the interest of or the convenience of the Bank to do so, provided, that the Contractor shall in such event be given prior notice of not less than [two months] 60 days of such termination.
- 22.4 The Bank may at any time terminate the Agreement by giving thirty (30) days written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Bank
- 22.5 The Contractor may terminate this Agreement if the Bank has, within a period of forty-five (45) days after the due date, failed to pay any amount due to it in respect of which no dispute has arisen.
- 22.6 The Bank and the Contractor may terminate this Agreement by mutual agreement in writing.
- 22.7 Upon termination of this Agreement, the Contractor shall: (a) take immediate steps to end the performance of the Services in a prompt and orderly manner, mitigating any losses and keeping further expenditures to a minimum; and (b) promptly return all Bank equipment and, in accordance with Section 15.4 hereof, all documents, reports, statistics, data and other information provided, or made available to, or created, obtained, compiled or prepared by, the Contractor in the course of carrying out the Services.
- 22.8 If this Agreement is terminated under this Article XXII, Article XVI or XIV, the Bank shall be liable only for payment, in accordance with the payment provisions of this Agreement, for the part of the Services actually performed and expenses reasonably incurred prior to the effective date of termination.

ARTICLE XXIII - NOTICES

All notices or requests required or permitted to be given or made shall in the case of the Bank be addressed or made to the Manager, Corporate Procurement Division to the address specified below, or such officer duly authorized by it in writing to receive or act upon the same.

Any notice or request to be given or made under this Agreement shall be in writing and have been duly made or given when delivered by hand, or by certified mail or by facsimile to the party to the following address, or such other address as any of the parties may have notified to the other party in writing.

FOR THE BANK

Mailing Address

The African Development Bank
15, Avenue de Ghana
BP. 323, 1002 Tunis Belvédère, Tunisia

Attention

Division Manager
Corporate Procurement, CGSP.2

Fax: +216 83 52 49

FOR THE CONTRACTOR

Mailing Address

.....
.....
Fax: +
Tel: +

ARTICLE XXIV - GOVERNING LAW

The Agreement shall be governed by and interpreted in accordance with the laws of England.

ARTICLE XXV - GOVERNING LANGUAGE

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

The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

ARTICLE XXVI - MODIFICATION OR AMENDMENT

Subject to Section II hereof, no changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by both parties hereto.

ARTICLE XXVII - SEVERABILITY

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Contract shall in no way affect the validity, enforceability or legality of any of its other provisions.

ARTICLE XXVIII - COUNTERPARTS

This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on the respective dates specified below.

.....
Signed for and behalf of
.....

.....
Signed for and behalf of
African Development Bank

Name:

Name:.....

Title:

Title:.....

Date:

Date:.....

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 Nouria
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.

**PERFORMANCE EVALUATION
OF SERVICE PROVIDER
SERVICE CONTRACT**

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 CGSP.2	

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				

**African Development Bank
Temporary Relocation Agency**



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

(*means location of existing or future Bank offices)