Request for Proposal – Quality Based Assessment

[insert title]

REF: [insert reference]
SUMMARY DESCRIPTION

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation
This Section is a letter from the Bank addressed to potential bidders inviting them to submit a proposal for the assignment. The letter includes references to the selection method and applicable guidelines or policies of the Bank that govern the selection and award process.

Section 2: Instructions to Bidders
This Section provides information to help potential bidders prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

Section 3: RFP Data Sheet
“RFP Data” contains information specific to the current selection and corresponds to the clauses in “Instructions to Bidders” that call for selection-specific information to be added.

Section 4: Terms of Reference
This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts.

Section 5: Evaluation Criteria and Methodology
This Section provides information on the evaluation of submissions.

Section 6: Technical Proposal Questionnaire
This Section includes the technical proposal forms that are to be completed by potential bidders and submitted in accordance with the requirements of Section 2.

Section 7: Financial Proposal Questionnaire
This Section includes the financial forms that are to be completed by potential bidders, including bidders’ costing of their technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 8: Eligibility Requirements
This Section contains information on the Bank’s eligibility criteria and list of member countries.

PART II – CONDITIONS OF CONTRACT

Section 9: This Section includes the General Conditions of the Bank that shall not be modified and the Special Contract Conditions.
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SECTION I – LETTER OF INVITATION

Dear Sir/Madam,

1. The African Development Bank (the “Bank”) invites proposals for the provision of goods and services as described in this Request for Proposal (RFP). To qualify for award, a bidder shall meet the qualification criteria set out in the Section 3.

2. The proposals submitted by bidders shall be received by the Bank on or before the date and time and in the manner specified in Section 2. The Bank’s requirement is set out in Section 4.

3. The Bank is an ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further economic development and social progress of African countries, individually and collectively. 80 member countries including all the 54 African countries and 26 non-African countries in the Americas, Europe and Asia own the Bank.

4. The Bank's principal functions include: (i) using its resources for the financing of investment projects and programs relating to the economic and social development of its Regional Member Countries (RMCs); (ii) the provision of technical assistance for the preparation and execution of development projects and programs; (iii) promoting investment in Africa of public and private capital for development purposes; and (iv) to respond to requests for assistance in coordinating development policies and plans of RMCs. In its operations, the Bank is also required to give special attention to projects and programs that promote regional integration.

5. The Bank began its operations from its headquarters, in Abidjan, Côte d’Ivoire on July 1, 1966. For purposes of its operations the Bank also maintains field offices in certain of its RMCs.

6. The information contained in the RFP is designed to enable bidders complete and submit proposals. Bidders shall read the RFP carefully and ensure proposals comply with the instructions provided in the RFP. Bidders are required to complete and submit the Technical Proposal Questionnaire (Section 6) and Financial Proposal Questionnaire (Section 7) in accordance with the Instructions to Bidders (Section 2), RFP Data Sheet (Section 3), Description of Goods/Technical Specification/Terms of Reference (Section 4), Eligibility Criteria (Section 8) and General and Specific Conditions (Section 9). The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology (Section 5). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.

7. Any eligible bidder interested in doing business with the Bank shall register at: https://eprocurement.afdb.org/sap/bc/webdynpro/sap/zsup_reg_submit#

9. We look forward to receiving your proposal and thank you for your interest in doing business with the Bank.

______________________________
[INSERT NAME]
[INSERT POSITION OF AUTHORISING OFFICER ACCORDING TO DELEGATION OF AUTHORITY MATRIX]
SECTION 2 - INSTRUCTIONS TO BIDDERS

GENERAL

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

2. Procurement Ethics, Integrity, Anti-corruption and Fairness

   2.1. It is the Bank’s policy that bidders/suppliers to the Bank observe the highest standard of ethics during the procurement process and execution of such contracts. In pursuance of this policy, the Bank shall reject a proposal if it determines that the bidder, or any of its personnel, agent, consultant, subcontractor or service provider, has, directly or indirectly, engaged in “Corrupt”, “Fraudulent”, “Collusive”, “Coercive” or “Obstructive” practices in competing for the contract in question. These terms are defined in the General and Specific Conditions. The Bank may also declare the bidder ineligible for participation in future procurement and award of contracts, either indefinitely or for a stated period of time.

   2.2. A bidder/supplier who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank shall reject a proposal if it determines that any such gift has been offered.

   2.3. All bidders/suppliers are required to comply with the Code of Conduct for Suppliers in the General and Specific Conditions.

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

4. Joint Venture

   4.1. Where a joint venture or any other form of partnership (JV) approach is proposed, bidders are required to provide full details of the JV and nature of relationship with other JV members. Bidders forming a JV shall nominate an authorized representative of the JV (duly evidenced by submitting a power of attorney signed by a legally authorized representative of the JV) who shall have the authority to conduct all business for and on behalf of all members and enter into the contract. Each member shall meet the eligibility criteria as defined in the Presidential Directive.

   4.2. A JV shall comprise no more than four partners. At least one member shall provide 40% of the contract sum and each of the other members shall provide at least 20% of the contract sum.

   4.3. All members shall be jointly and severally liable for the performance of any resulting contract.

CLARIFICATION OF THE PROCUREMENT PROCESS

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

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

7.1. A bidder requiring any clarification shall notify the Bank in writing at the details provided in the **RFP Data Sheet** and within the period for clarification in the **RFP Data Sheet**. Written copies of the Bank’s response (including the questions raised without identifying the source) shall be posted on the Bank’s website.

7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change to the RFP shall be raised at the earliest opportunity in writing at the details provided in the **RFP Data Sheet** and in any event no later than the deadline in the **RFP Data Sheet**. The Bank shall not consider any request to change the General Conditions.

7.3. The Bank shall determine, in its sole discretion, to accept or reject any query or request for change. Any response from the Bank shall be binding on bidders.

7.4. A bidder who contacts any member of Bank staff directly or indirectly in relation to the procurement (except staff specified in the **RFP**) shall be disqualified.

7.5. The Bank shall not respond to any query or request received after the deadline in the **RFP Data Sheet**.

8. Site Visit / Pre-Bid meeting

8.1. If provided in the **RFP Data Sheet**, bidders are invited to attend a site visit and pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any manner relating to the Bank’s requirements. The cost of the site visit and pre-bid meeting shall be at the bidder’s own expense.

8.2. Bidders are requested to submit any questions in writing to the address in the **RFP Data Sheet**, to reach the Bank no later than one week before the meeting.

8.3. If provided in the **RFP Data Sheet** that attendance at the site visit and pre-bid meeting is mandatory, any bidder wishing to submit a proposal shall attend the site visit and pre-bid meeting. The Bank shall not consider a proposal from a bidder who does not attend the mandatory site visit and pre-bid meeting.

8.4. Minutes of the meeting (including the text of the questions raised without identifying the source together with the Bank’s response) shall be posted on the Bank’s website.

**PREPARATION OF PROPOSALS**

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

10. Language of Proposals

10.1. The proposal and all correspondence and documents relating to the proposal exchanged by the bidder and the Bank shall be written in the language specified in the **RFP Data Sheet**. A proposal submitted in a language not specified in the **RFP Data Sheet** shall be rejected.

10.2. Any printed literature furnished by the bidder written in another language other than the language specified in the **RFP Data Sheet** shall be accompanied by a certified translation in the language in the **RFP Data Sheet** of its pertinent passages in which case, for the purpose of interpretation of the proposal, the translation shall govern.

11. Subcontractors and service providers – Bidders shall identify any sub-contractors that will play a significant role in the bidder’s performance of the contract. The Bank reserves the right to obtain the same level of information from subcontractors as from bidders.
12. Documents comprising the Proposal – Proposals shall comprise the following documents, completed in full and supported with evidence and information requested:
   - Technical Proposal Questionnaire; and
   - Financial Proposal Questionnaire.

13. Statement of Conformity, Bid Submission Form and Price Schedule – Bidders shall sign the Statement of Conformity and Bid Submission Form and complete the price schedule using the forms provided. The forms shall be completed without alterations to its format and content. No other substitutes shall be accepted.

14. Publicity Material – Unless expressly permitted in the RFP, bidders shall not submit brochures, general marketing or promotional material with proposals. Publicity brochures shall not be accepted as answers to questions. Bidders shall respond fully to the questions in the RFP.

15. Meeting the Bank’s requirements
   15.1. Unless otherwise provided, bidders shall meet the Bank’s requirements by the deadline for submission of proposals.
   15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank determine whether the bidder has the required capability, experience, knowledge and expertise to satisfactorily perform the contract.

16. Mandatory Requirements – The RFP may include mandatory requirements. The classification of a requirement as mandatory gives an indication of its significance to the Bank. A proposal that does not meet any mandatory requirement shall be rejected as non-responsive.

17. Samples and Inspection
   17.1. The Bank may request samples at any time during the procurement process. If requested, bidders shall provide samples free of charge. A bidder who fails to provide the required samples shall be disqualified. The Bank makes no guarantee that the samples will be returned or the condition of samples upon completion of evaluation. Samples shall be returned at the bidders own cost.
   17.2. If provided in the RFP, the Bank shall conduct an inspection of the goods and services during the procurement process either at the bidder’s premises or at the Bank’s offices. Such inspection shall not relieve the bidder from any of its obligations under the contract. The Bank shall notify bidders in writing of the details of any inspection. The Bank shall not be responsible for the expenses incurred by the bidder for such inspection.

18. Demonstration – If provided in the RFP, the Bank shall require bidders to provide a live demonstration of the proposed solution. The bidder shall provide the demonstration free of charge and the Bank shall not accept any liability for any damage to or loss of bidders’ property in connection with such demonstration.

19. Sustainable Procurement (SP) – the Bank is committed to managing its business and executing contracts in an environmentally and socially responsible manner. Bidders should set out how they will deliver the contract in a sustainable manner. The Bank’s SP guideline is available on its website.

20. Alternative Proposals - The Bank shall not consider any variation to its requirements (“Alternative Proposal”) unless expressly permitted in the RFP Data Sheet. If an Alternative Proposal is permitted, the Alternative Proposal shall be accompanied by a fully compliant proposal, i.e. one that meets the minimum technical requirements. The bidder shall quote the
price for the fully compliant proposal and then separately provide the technical specification, methodology and adjustment in price that can be offered if the Alternative Proposal is accepted. The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Proposal of the successful bidder shall be considered.

21. Acceptance of the General and Specific Conditions - It shall be clearly understood that by submitting a proposal in response to the RFP, a bidder shall be deemed to have accepted the General and Specific Conditions. A proposal that does not accept the General and Specific Conditions shall be rejected as non-responsive.

22. Taxes - The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes, such as customs duties, as the Bank, by virtue of its status as an international organization, is exempt from paying any direct or indirect taxes, by virtue of Article 57 of the Agreement establishing the Bank. If the bidder is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoice.

23. Bid Prices
   23.1. The prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all labour, supervision, materials, transportation, insurance, profit, general risks, liabilities and obligations set out or implied in the contract.
   23.2. The Bank shall award the contract based on value for money that takes into account the whole life costing (i.e., life-cycle costs of the goods and services, maintenance, spare parts, warranty, training, disposal, shipment, insurance) of the requirement.

24. Currency of Proposal - The prices shall be expressed in the currency in the RFP Data Sheet. A bidder shall express all prices in the same currency.

25. Lots – If the Bank’s requirement is sub-divided into separate units (“lots”), bidders can submit a proposal for one or multiple lots unless otherwise stated in the RFP Data Sheet.

26. Period of Validity of Proposals – Proposals shall remain valid for a period not less than the period stated in the RFP Data Sheet. Proposals valid for a shorter period shall be rejected as non-responsive. The Bank may require bidders to extend the period of validity of proposals. If the bidder does not extend the period of validity of proposals, the bidder’s proposals may be rejected. A bidder granting the request shall not be required or permitted to modify its proposal.

27. Bid Security
   27.1. If provided in the RFP Data Sheet, the bidder shall furnish, as part of its proposal, the signed Bid-Securing Declaration form or bid security in the amount, form and valid for the period in the RFP Data Sheet.
   27.2. The bid security shall be in the form of a certified cheque or a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank. Any proposal not accompanied by a substantially responsive bid security shall be rejected.
   27.3. The Bank may require bidders to extend the period of validity of a bid security. If the bidder does not extend the validity of the bid security, the bidder’s proposal shall be rejected unless the bidder submits a new bid security acceptable to the Bank before expiration of the bid security.
   27.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the proposal and shall list all members of the joint venture.
   27.5. The bid security shall be returned to bidders in the circumstances specified in the RFP Data Sheet.
SUBMISSION AND OPENING OF PROPOSALS

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

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

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

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

32. Proposals submitted by mail, courier or hand-delivery
32.1. If provided in the RFP Data Sheet, proposals shall be submitted by mail, courier or hand-delivery.
32.2. Proposals shall be submitted in a sealed envelope (with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes) and delivered to the address provided in the RFP Data Sheet.
32.3. Each bidder shall submit proposal in one original and four copies (any attachment, appendix and annex thereto shall also be submitted in one original and four copies): the original proposal shall carry the mention “Original” and each of the four copies the mention “Copy”. The technical proposal (one original and four copies) and the financial proposal (one original and four copies) shall each be placed in two separate sealed envelopes (the “internal envelopes”).
32.4. The following mention shall appear on each internal envelope:
a) the RFP reference;
b) the mention “Technical Proposal” or “Financial Proposal” as the case may be; and
c) the name and address of the bidder.
32.5. The internal envelopes shall be placed together in a large single envelope called “external envelope” which shall be anonymous and carry the label in the RFP Data Sheet that should be photocopied and placed on the external envelope.
32.6. Any alternative proposal shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly be identified as “Alternative”.
32.7. All pages of the proposal shall be numbered. Each copy of the proposal shall be bound in a single volume where practical. All documentation submitted with the proposal shall be bound in a single volume.
32.8. The person or persons signing the proposal shall initial all pages of the proposal where correction has been made.
32.9. When delivered by hand, the proposal shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 12.00 hrs. and from 14.00 hrs. to 18.00 hrs., Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.
33. **Modification / Withdrawal of Proposals** – Bidders may modify or withdraw proposals prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw proposals after the deadline for submission.

33.1. **Proposals submitted electronically via AfDB e-Procurement portal** - Bidders can obtain guidance on modifying or withdrawing proposals in the user manual.

33.2. **Proposals submitted by mail, courier or hand-delivery** - The bidder’s modification or withdrawal shall be prepared, sealed, marked and dispatched as per the instructions set out in Section 1 and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as “Modification” or “Withdrawal”.

34. **Bid Opening** – Proposals shall be opened as soon as possible after the deadline for submission. The record of the bid opening shall be made available as soon as possible on the Bank’s website.

### EXAMINATION OF PROPOSALS

35. **Confidentiality and Disclosure of Information** - The Bank is committed to make public all information in its possession unless there is a compelling reason for confidentiality in accordance with its policy on Disclosure and Access to Information. Bidders shall notify the Bank if the information provided is confidential and shall not be disclosed to the public. The Bank shall endeavor to maintain confidentiality of confidential information and evaluation of proposals. The Bank reserves the right to disclose information in accordance with its policy on Disclosure and Access to Information.

36. **Clarification of Proposals**

36.1. To assist in the examination and evaluation of proposals and qualification of bidders, the Bank may, at its discretion:

36.1.1. Require any bidder to clarify any part of its proposal;

36.1.2. Require any bidder to provide further information or documentation;

36.1.3. Undertake site visit to any bidder; or

36.1.4. Contact referees provided by any bidder.

36.2. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered. No change in the price or substance of the proposal shall be sought, offered or permitted. Where a bidder does not provide the information requested the proposal shall be evaluated as presented.

37. **Determination of Responsiveness**

37.1. The Bank’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself, as defined in the RFP. A substantially responsive proposal is one that meets the requirements of the RFP without material deviation, reservation or omissions.

37.1.1. “Deviation” is a departure from the requirements specified in the RFP;

37.1.2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and

37.1.3. “Omission” is the failure to submit part or all of the information or documentation required in the RFP.

37.2. A material deviation, reservation or omission is one that,

37.2.1. If accepted, would:

37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;

37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank’s rights or the bidder’s obligations under the proposed contract; or

37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.
37.3. The Bank shall examine the technical proposals to determine whether proposals are substantially responsive with the requirements.

37.4. If a proposal is not substantially responsive to the requirements of the RFP, it shall be rejected by the Bank and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

**BID EVALUATION**

38. **Conversion to Single Currency** - For the purpose of evaluation, the Bank shall convert all prices into the Bank’s Units of Accounts (UA) by using the Bank’s monthly moving average rate for the applicable month (deadline for submission of proposals).

39. **Acceptance or Rejection of Proposals** – The Bank reserves the right to accept or reject any or all proposals, cancel the procurement process and/or reject all proposals at any time prior to contract award, without incurring any liability to bidders.

**AWARD OF CONTRACT**

40. **Award Methodology**

40.1. The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology and may discuss proposals with bidders.

41. **Contract Award**

41.1. By issuing the RFP, the Bank is not committed to award a contract for all or part of the requirements.

41.2. The Bank reserves the right to award a contract for part of the requirements. Bidders shall indicate if they would not accept a contract for part of the requirements.

41.3. If the requirement is divided into lots, the Bank reserves the right to award a contract to a bidder to satisfy the entire requirement.

41.4. The Bank reserves the right to increase or decrease the volume of goods or services, usually not to exceed 20%, without any change in unit price or other terms and conditions.

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

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

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

45. **Award Protest Procedure** – The Bank has a complaint procedure about the conduct of the procurement process as set out in the Presidential Directive. An unsuccessful bidder wishing to make a complaint must inform the Bank within seven (7) days of notification of the Bank’s contract award decision.

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

47.1. If provided in the RFP Data Sheet, the successful bidder shall furnish the performance security within the period, amount and form stipulated in the RFP Data Sheet. The performance security shall be in the form of a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank.

47.2. The performance security shall be returned to the bidder as set out in the General and Specific Conditions.

47.3. Failure of the successful bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award to the bidder without any right of action against the Bank.

47.4. In lieu of bank guarantee, the Bank may retain 10% of the contract sum that shall be returned to the bidder as set out in the General and Specific Conditions.

48. Advance Payment

48.1. If provided in the RFP Data Sheet, the Bank shall provide advance payment to the successful bidder, subject to a maximum amount not to exceed 30% of the contract sum. The advance payment request shall be accompanied by an advance payment guarantee from an insurance company or bank located in a member country of the Bank and acceptable to the Bank. The advance payment guarantee shall be in the form specified in the RFP Data Sheet.

48.2. For the purpose of receiving the advance payment, the bidder shall make an estimate of, and include in its proposal, the expenses that will be incurred during the first month beginning with the date of the Bank’s notice to proceed or contract signature, whichever is earliest.

48.3. The advance payment shall be repaid to the Bank by deducting proportionate amounts from payments due to the bidder as set out in the General and Specific Conditions.

48.4. The advance payment guarantee shall be returned to the bidder as set out in the General and Specific Conditions.

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

FURTHER ASSISTANCE

50. Authorized Representative - Bidders shall provide the Bank with up to two authorized representatives. The Bank shall contact bidders through the authorized representative. The Bank shall assume that the representative is authorized to act on behalf of the bidder and bind the bidder to any response.

51. Assistance – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact tender@afdb.org and quote the tender reference.
SECTION 3 – RFP DATA SHEET

The numbering below refers to the appropriate numbering of the introduction

§ 1 The goods and services to be provided [insert brief description] and as outlined in Section 4.

§ 1 To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria:

Eligibility of Bidders, Goods and Services: Goods and services procured by the Bank shall be produced in a member country of the Bank and supplied by bidders from a member country of the Bank.

Eligibility Criteria: a bidder shall not normally be eligible if any of the situations in the Presidential Directive concerning the rules for corporate procurement activities of the Bank apply.


General and Specific Experience: a bidder shall have a minimum of […years] experience and successfully or substantially implemented as a prime contractor at least three projects of a similar nature and complexity (the contracts cited shall be at least 70% complete) in the last [… years].

Historical Contract Performance and Pending Litigation: a bidder shall demonstrate the ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract.

Conflict of Interest: a bidder shall have no actual or potential conflict of interest that would call into question its participation in the procurement process and award of contract.

The numbering below refers to the appropriate numbering of the instructions to bidders

§ 7 Request for clarification and/or request for change to the RFP shall be sent in writing: (i) by telefax (at the fax number [insert fax number]), (ii) by electronic mail: tender@afdb.org; or (iii) to the question and answer section in the AfDB e-Procurement portal. The request shall be received by the Bank no later than: [insert date, local time]

§ 8 The Bank shall organize site visit and pre-bid meeting: [YES/NO]. [insert date, local time, address, meeting point of the site visit and pre-bid meeting]

Questions for the site visit and pre-bid meeting shall be submitted to [insert details]

The site visit and pre-bid meeting is a mandatory requirement: [YES/NO]

§ 10 The language of proposals and all correspondence is: [insert language(s)].

§ 20 Alternative proposals are accepted: [YES/NO]

§ 24 The prices shall be expressed in [insert currency].
§ 25  The Bank’s requirement is divided into lots [YES/NO]
Bidders can submit a proposal for one or multiple lots [YES/NO]
[Insert any further instructions on submitting proposals for lots]

§ 26  The minimum period of validity of proposals is ninety (90) days from the
deadline for submission of proposals.

§ 27  Bid security is required [YES/NO]
The bidder shall furnish bid security in the amount of [insert amount and currency].
Bid security shall be valid for [twenty-eight (28) days] beyond the period of
validity of proposals.

If the bid security is in the form of a certified cheque [insert instructions for
submitting the cheque, including whom the cheque should be payable.]
If the bid security is in the form of a bank guarantee, the format shall be in
accordance with the form of bid security in Section 6.

The bid security shall be returned if:
a) the bid security has expired, unless it has been extended;
b) the entry into force of a contract with the successful bidder;
c) the cancellation of the procurement process, unless the cancellation is a
result of failure by the successful bidder to enter into the contract or provide
performance security or other documents required by the Bank, the bid security
of that bidder shall be drawn;
d) the withdrawal of a proposal prior to the deadline for proposals.

The bid security shall be forfeited if:
a) a bidder withdraws its bid between the deadline for submissions and the
expiration of the period of validity;
b) the successful bidder fails to sign the contract or furnish a performance
security in accordance with the RFP.

§ 27.1  If a Bid-Securing declaration form is required:
However, bidders are required to complete the bid-securing declaration form to
secure their proposal. Any proposal not supported by a bid-securing
declaration will be automatically disqualified. Bidders should use the bid-
securing declaration form in Section 6.

§ 28  The deadline for submission of proposals is [insert closing date and local time].

§ 31  Proposals shall be submitted electronically via the AfDB e-Procurement portal
at: [insert website]: [YES/NO]

§ 32  Proposals shall be submitted by mail, courier or hand delivery: [YES/NO]
Proposals shall be sent to the following address and the external envelope
shall bear the following information:
[African Development Bank,
insert full postal address, including name of department]

RFP – DO NOT OPEN UNTIL BID OPENING DAY
Reference: ADB/RFP/CHGS/201_ / ______ [insert RFP description]
RFP Closing Date and Time: _____________ 201_ (____ local time)
Performance security is required: [YES/NO]

The bidder shall furnish the performance security within [ten (10) days] from the date of the notice to proceed or contract signature whichever is the earliest in the amount of [insert the amount and currency]

If the performance security is in the form of bank guarantee, the format shall be in accordance with the form of performance security in Section 6.

The performance security will be returned to the bidder as set out in the General and Specific Conditions.

If the bidder wants the Bank to retain 10% of the contract sum, the amount will be returned to the bidder as set out in the General and Specific Conditions.

Advance payment will be provided to the successful bidder: [YES/NO]

Payment will be made as set out in the General and Specific Conditions.

The successful bidder will be required to provide advance payment guarantee in the format set out in Section 6.

The Bank shall retain 10% of the contract sum until the end of the defects liability period: [YES/NO]

The amount will be returned to the bidder as set out in the General and Specific Conditions.
SECTION 4 – DESCRIPTION OF GOODS / TECHNICAL SPECIFICATION / TERMS OF REFERENCE

Procurement Practitioners shall describe the goods and services to be provided by the successful bidder. A structure is provided below for consideration. The information below may not be applicable for all procurements.

BACKGROUND INFORMATION
Provide background information on the relevant team/division/department. Provide a description of the project.

OBJECTIVE OF THE PROJECT
Provide information on the objective and purpose of the project. What is the Bank hoping to achieve by procuring the goods and services.

SCOPE OF WORK
Provide information on the goods and services required from the successful bidder.

EXPECTED COMMENCEMENT DATE
Provide details of the expected commencement date of the project.

DURATION OF THE PROJECT
Provide details of the duration of the project. Include any periods of possible extension.

APPROACH AND METHODOLOGY AND PLAN FOR IMPLEMENTATION
Provide details of approach and methodology to be undertaken by the successful bidder for implementation of the project.

TECHNICAL REQUIREMENTS / SPECIFICATION / FUNCTIONAL PERFORMANCE
Provide information on the characteristics or functionality of the requirement.

TERMS OF REFERENCE
Provide checklist of activities expected to be performed.

DELIVERABLES
Provide information on the results and outputs of the project.

ATTACHMENTS
Attach drawings, data, reports etc., if appropriate.

SERVICE STANDARDS OR OTHER STANDARDS
Provide information in the level of performance that the successful bidder should meet.

SUSTAINABLE PROCUREMENT
The bidder should demonstrate how the contract can be delivered in an environmentally and socially responsible manner.
SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

1) [Evaluation will be carried out on a lot-by-lot basis].

2) A qualification (pass/fail) assessment will be carried out to determine whether proposals meet the eligibility and qualification criteria. Proposals determined to meet the eligibility and qualification criteria shall be considered for the next stage. Proposals not meeting the eligibility and qualification criteria shall be rejected. The qualification (pass/fail) questionnaire is set out in Section 6.

3) A one-stage process will be adopted in evaluating proposals. The selection of bidders will be based on technical quality only. Following evaluation of the pass/fail assessment, responsive offers will be subject to a technical analysis.

4) Bidders shall obtain a minimum of [...] points following evaluation of technical proposals (“Qualifying Technical Score”) to be considered for financial analysis. Bidders obtaining less than Qualifying Technical Score shall be rejected. Or

Bidders shall obtain a minimum of [...] points following evaluation of technical proposals to be invited to live demonstration. Technical proposals shall account for [...]% and live demonstration will account for [...]% of technical evaluation. Bidders shall obtain a minimum of [...] points following technical evaluation (“Qualifying Technical Score”) to be considered for financial analysis. Bidders obtaining less than the Qualifying Technical Score shall be rejected. Or

Technical evaluation shall comprise technical proposals (weight = [...]%) and live demonstration (weight = [...]%). Bidders shall obtain a minimum of [...] points following technical evaluation (“Qualifying Technical Score”) to be considered for financial analysis. Bidders obtaining less than the Qualifying Technical Score shall be rejected.

5) The responsive proposals shall be attributed a technical score:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert criteria]</td>
<td>[insert points]</td>
</tr>
<tr>
<td>[insert criteria]</td>
<td>[insert points]</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**FINAL RANKING**

6) The bidder obtaining the highest Qualifying Technical Score [per lot] will be ranked first and eligible for further consideration.

7) The financial proposal shall be opened and checked for completeness and corrected for computational errors.
FINANCIAL NEGOTIATION

8) The bidder with the highest Qualifying Technical Score [per lot] shall be invited to negotiate its financial offer.

9) The negotiation shall examine the financial proposal, methodology of service delivery, proposal personnel and suggestions to improve service delivery. Special attention shall be paid to optimizing the required outputs from the bidder and to defining the inputs required from the Bank to ensure satisfactory implementation of the assignment. Any agreed changes will be reflected in the revised financial proposal which will form part of the contract. The negotiation shall be concluded with a review of the draft form of contract. The Bank and bidder shall finalize the contract to conclude the negotiation.

10) If the negotiation fails, the Bank may invite the bidder with the second highest Qualifying Technical Score [per lot] for opening of the financial proposal and to negotiate the financial offer and so on.

11) The contract shall be awarded to the qualified bidder whose proposal is the most responsive to the requirements in the RFP and with whom satisfactory price, terms and conditions have been agreed.

POST-QUALIFICATION

12) Prior to award of the contract, the Bank may undertake site visit to any prospective bidder’s office and carry out due diligence review in order to validate the information provided in the RFP response. The Bank also reserves the right to contact references provided by bidders in order to validate information provided in the RFP response.

13) The selected Bidder will be required to provide an Insurance certificate for professional liability of the bidder.
SECTION 6 – TECHNICAL PROPOSAL QUESTIONNAIRE
STATEMENT OF CONFORMITY

To the African Development Bank
[insert address of relevant office]

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/201/____ and have no reservation to the RFP including addendum issued;
(b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;
(c) We offer to provide the goods and services in conformity with the RFP;
(d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract;
(e) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;
(g) We understand that the Bank’s policy requires bidders and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;
(h) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;
(i) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
(j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;
(k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

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

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

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

Name ____________________________ Signature ____________________________
In the capacity of ____________________________

Email ____________________________

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

Dated on ____________________________    Official Stamp
BIDDER INFORMATION SHEET

1. Bidder’s Legal Name:

2. In case of joint venture or any other form of partnership (JV), legal name of each party:

3. Bidder’s actual or intended Country of Registration, Constitution or Incorporation:

4. Bidder’s actual or intended Year of Registration, Constitution or Incorporation:

5. Bidder’s legal address in Country of Registration, Constitution or Incorporation:

6. Bidder’s Authorized Representative Information:
   Name:
   Address:
   Telephone/Fax numbers:
   Email Address:

7. Attached are copies of original documents of:
   - Articles of Incorporation or Registration of firm named and information on the capital structure.
   - In case of JV, letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement
   - In case of government owned entity from the Bank’s member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.
   - Organizational chart of the company and list of current staff
PARTY TO JOINT VENTURE INFORMATION SHEET

1. Bidder’s Legal Name:  

2. JV’s Party legal name:  

3. JV’s Party Country of Registration, Constitution or Incorporation:  

4. JV’s Party Year of constitution or registration into a legally enforceable JV:  

5. JV’s Party Legal address in Country of Registration, Constitution or Incorporation:  

6. JV’s Party Authorized Representative Information:  
   Name:  
   Address:  
   Telephone/Fax numbers:  
   Email Address:  

7. Attached are copies of original documents of:  
   - Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure.  
   - A letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement and power of attorney nominating an authorized representative of the JV.  
   - In case of government owned entity from the Bank’s member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law  
   - Organizational chart of the company and list of current staff
QUALIFICATION (PASS/FAIL) ASSESSMENT

Procurement Practitioners shall review the questionnaire below and amend as appropriate. This is the recommended minimum qualification criteria.

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

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
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<tr>
<td>STATEMENT OF CONFORMITY AND BID SUBMISSION FORM</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
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A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity and bid submission form in the format provided.

A power of attorney shall be attached, if applicable.

The bidder shall sign and return the documents in the format provided for a PASS.
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<td>ELIGIBILITY CRITERIA</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
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</table>

**The bidder is from a member country of the Bank.**

If yes, provide evidence, such as, articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.

**The goods and services offered are produced in a member country of the Bank.**

If yes, provide evidence, such as, operating license, information on origin of goods and services.

A bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS.

**The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with**
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<td>creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation.</td>
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<tr>
<td>The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.</td>
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<tr>
<td>The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?</td>
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<tr>
<td>The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.</td>
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<td>The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.</td>
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<td>The bidder has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.</td>
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<tr>
<td>The bidder, or any of its affiliates, has been engaged to provide consulting services for the preparation or implementation of the procurement.</td>
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<td><strong>The bidder shall not be subject to any of the situations above for a PASS</strong></td>
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<tr>
<td><strong>JV (if applicable)</strong></td>
<td>N/A</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
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<td>The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.</td>
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<tr>
<td>The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.</td>
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<tr>
<td>Provide contact details of authorized representative of the JV and power of</td>
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</table>

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01 BP 1387, Abidjan 01 Côte d’Ivoire Tel: +225 20 26 10 20 – e-mail: tender@afdb.org - Internet: www.afdb.org
### PASS/FAIL CRITERIA

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**The bidder shall provide a JV agreement or letter of intent to form a legally enforceable JV and draft agreement, contact details of the authorized representative of the JV and power of attorney for a PASS.**

### FINANCIAL STANDING

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<tr>
<td>See below</td>
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</table>

**The bidder has a minimum turnover of at least [currency and amount USD equivalent] for the last three years [2013, 2014, 2015 or latest].**

- Must meet requirement
- Existing or intended JV must meet requirement
- Must meet at least 20% of the requirement
- Must meet 40% of the requirement

**The bidder can demonstrate sound financial performance?**

- Must meet requirement
- Existing or intended JV must meet requirement
- Must meet requirement
- N/A

If yes, provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the **past three years [2013, 2014, 2015 or the latest]**.
**PASS/FAIL CRITERIA**

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<td>At least one partner</td>
<td>Yes</td>
<td>No</td>
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If the laws of the bidders’ country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2013, 2014, 2015 or the latest].

The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments?

If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources.

**The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS.**

**GENERAL AND SPECIFIC EXPERIENCE**

See below
### PASS/FAIL CRITERIA

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<tr>
<td>The bidder has been in business for the past [three (3) years]?</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
</tr>
<tr>
<td>If yes, provide evidence, such as, information on the bidder’s company (description, including a short history, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business).</td>
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</tr>
<tr>
<td>The bidder has experience in at least [three (3)] similar contracts as a prime contractor within the last [three (3)] years, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP.</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
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<tr>
<td>If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 3 years.</td>
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## PASS/FAIL CRITERIA

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The bidder shall have been in business for the last three (3) years and has the experience and capability to provide the goods and services required for a PASS.

## HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION

<table>
<thead>
<tr>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
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</table>

The bidder has had a contract(s) terminated in the last [three (3) years] for unsatisfactory performance or default.

Bidders shall complete the litigation history form.

The bidder is involved in litigation that represents more than [50% - 100%] percent of the bidder’s net worth.

Bidders shall complete the litigation history form.

**The bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract for a PASS.**

## CONFLICT OF INTEREST

<table>
<thead>
<tr>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
</table>

01 BP 1387, Abidjan 01 Côte d’Ivoire  Tel : +225 20 26 10 20 – e-mail: tender@afdb.org - Internet: www.afdb.org
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture or any other form of partnership (JV)</td>
<td>Yes</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
</tbody>
</table>

The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.

The bidder shall have no actual or potential conflict of interest to call into question its participation in the procurement process and award of contract for a PASS.

A bidder shall PASS all above criteria to be considered for the next stage.

Remarks (Accept/Reject for the next stage)
**LITIGATION HISTORY**

Name of Bidder:  RFP Reference:  

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

### Non-Performing Contracts – contracts terminated in the past three (3) years for unsatisfactory performance or default

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Name of Purchaser:  
- Address of Purchaser:  
- Contract description:  
- Contract award date:  
- Termination date:  
- Reason for termination:  

### Pending Litigation

- ☐ ☐ ☐ No pending litigation
- ☐ Pending litigation

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Name of Purchaser:  
- Address of Purchaser:  
- Contract description:  
- Contract award date:  
- Matter in dispute:  

- Name of Purchaser:  
- Address of Purchaser:  
- Contract description:  
- Contract award date:  
- Matter in dispute:  

---

*Appendix 6E*

RFP Technical Quality – open competition
(version March 2016)
## CONFLICT OF INTEREST DISCLOSURE FORM

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>RFP Reference:</th>
</tr>
</thead>
</table>

It is the Bank’s policy to ensure fairness and integrity in its procurement process. All bidders (including affiliates, partners in joint venture, suppliers and subcontractors) are required to disclose any actual or potential conflict of interest. Bidders shall respond to the questions below and provide further information pertaining to any relationship/connection with the Bank.

<table>
<thead>
<tr>
<th>Bidders Response</th>
<th>Comments provided /Information provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

### Are you connected to a person employed by the Bank who is involved in the procurement process? This could be a personal or business relationship.

### Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?

### Are you an employee or stakeholder of the Bank?

### Has the Bank offered you a contract of employment in the last 12 months?

### Are you participating in more than one proposal in the procurement process?

### Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?

### Have you held a position in government in the last 3 years? For example, a ministerial position.

### Has a member of your family held a position in government in the last three years? This includes your spouse, parent, brother, sister or child.
We hereby certify that: a) we have read and understood the contents of this disclosure form; and b) we have disclosed all actual or potential conflict of interest.

We understand that the Bank will determine, in its sole discretion, whether any conflict of interest disclosed shall result in rejection of our proposal from the procurement process.

Name: ___________________________
In the capacity of: ___________________________
Signed: ___________________________
Duly authorized to sign this proposal for and on behalf of: ___________________________
Dated on: ___________________________
PROPOSAL / METHODOLOGY / DESCRIPTION OF THE APPROACH / SOLUTION

In this section, the Bidder should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the Bank that the bidder has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.

Your Technical Proposal should include, among others, the following:

[insert the relevant information]
SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE
BID SUBMISSION FORM

To the African Development Bank
[insert address of relevant office]

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No AfDB/201_/_____/RFP - ___ and have no reservation to the RFP including addendum issued;

(b) We offer to provide the goods and services in the amount indicated in the Price Schedule form included in our proposal;

(c) If provided in the RFP, the prices quoted will remain fixed for the duration of the contract;

(d) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name __________________________
In the capacity of ____________________
Signature __________________________
Duly authorized to sign this proposal for and on behalf of: __________________________
Dated on __________________________
Official Stamp __________________________
PRICE SCHEDULE FORM

Procurement Practitioners shall set out the price schedule form in this section.

Procurement Practitioners shall set out the payment schedule following award of contract. This will give bidders an idea when to expect payment. For example:

<table>
<thead>
<tr>
<th>Description of Event (this is the milestone event which triggers amount due to the supplier. Following the milestone event, the supplier will need to submit an invoice including the evidence required to be paid)</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>For example:</td>
<td></td>
</tr>
<tr>
<td>- Delivery of equipment to the Bank</td>
<td></td>
</tr>
<tr>
<td>- Testing/acceptance of equipment</td>
<td></td>
</tr>
<tr>
<td>- Training provided to [x] number of staff</td>
<td></td>
</tr>
<tr>
<td>- Year 1 maintenance</td>
<td></td>
</tr>
<tr>
<td>This can be expressed as a percentage of the contract sum or a set amount.</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 3: ELIGIBILITY

3.1 Goods, Services, Real Estate and Works procured by the Bank shall be produced in a Member Country and supplied by Contractors from a Member Country, as described in paragraphs 3.2 and 3.3, unless a waiver of Article 17(1)(d) of the Agreement establishing the Bank is granted by the Board of Directors.

3.2 The eligibility of a Bidder or Contractor on the basis of nationality shall be determined in accordance with the following rules:

a) Natural Person: a Natural Person is eligible if he or she is a national of a Member Country of the Bank. Where a person has more than one nationality, such a person shall be eligible if the nationality indicated in his or her submission is that of a Member Country of the Bank.

b) Business: a Business is eligible if it satisfies the following criteria:

   o It has its registered office or has its principal place of business in a country that is a member of the Bank;

   o Its legal existence is recognized and is in accordance with the laws of a country that is a member of the Bank; and

   o The majority of its capital is held by nationals from a Member Country of the Bank or, if the Business has no capital, more than half of the value of the members contributions to the Business has been contributed by nationals from a Member Country of the Bank.

3.3 In order to be eligible:

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

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

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

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

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

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

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

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

f) The Natural Person or Business has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.

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

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

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

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

DEFINITIONS

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

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

Business means any incorporated or unincorporated organization recognized by the laws of a Member Country of the Bank that has the capacity of entering into contracts and of offering Goods, Services, Real Estate and Works.
Contractor means a Vendor who has entered into a contract with the Bank for the provision of Goods, Services, Real Estate or Works.

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

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

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

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

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

Works means the construction, reconstruction, demolition, outfitting, repair or renovation of premises or related infrastructures. Such contracts may include related Services where the value of those Services does not exceed the value of the Works.
# LIST OF MEMBER COUNTRIES OF THE BANK

## REGIONAL COUNTRIES

<table>
<thead>
<tr>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>41.</td>
<td>Sao Tome &amp; Principe</td>
<td>42.</td>
<td>Senegal</td>
<td>43.</td>
<td>Seychelles</td>
<td>44.</td>
<td>Sierra Leone</td>
</tr>
<tr>
<td>45.</td>
<td>Somalia</td>
<td>46.</td>
<td>South Sudan</td>
<td>47.</td>
<td>Sudan</td>
<td>48.</td>
<td>Swaziland</td>
</tr>
<tr>
<td>49.</td>
<td>Tanzania</td>
<td>50.</td>
<td>Togo</td>
<td>51.</td>
<td>Tunisia</td>
<td>52.</td>
<td>Uganda</td>
</tr>
<tr>
<td>53.</td>
<td>Zambia</td>
<td>54.</td>
<td>Zimbabwe</td>
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</tbody>
</table>

## NON REGIONAL COUNTRIES

<table>
<thead>
<tr>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>25.</td>
<td>United Kingdom</td>
<td>26.</td>
<td>United States of America</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PART II – GENERAL AND SPECIFIC CONDITIONS