Request for Quotation

[insert title]

REF: [insert reference]
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: RFQ Data Sheet
“RFQ 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: Description of Goods and Services
This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment and relevant background information.

Section 5: Quotation Questionnaire
This Section includes the technical and financial proposal forms that are to be completed by potential bidders and submitted in accordance with the requirements of Section 2.

Section 6: Eligibility Requirements
This Section contains information on the Bank’s eligibility criteria and list of member countries.

PART II – CONDITIONS OF CONTRACT

Section 7: This Section includes the General Conditions of the Bank that shall not be modified and the Special Contract Conditions.
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**Reference:** ADB/RFO/CHGS/201_/____ [insert RFQ description]
SECTION I – LETTER OF INVITATION

Dear Sir/Madam,

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

2. The quotations 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 RFQ is designed to enable bidders complete and submit quotations. Bidders shall read the RFQ carefully and ensure quotations comply with the instructions provided in the RFQ. Bidders are required to complete and submit the Quotation Questionnaire (Section 5) in accordance with the Instructions to Bidders (Section 2), RFQ Data Sheet (Section 3), Description of Goods and Services (Section 4), Eligibility criteria (Section 6) and General and Specific Conditions (Section 7). 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 quotation 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 RFQ.

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 quotation 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 contract, 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 quotation 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 shall provide full details of the JV and nature of relationship with other members. Bidders forming a JV shall nominate an authorized representative (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 of no more than four partners. 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 quotations and entering into the contract.

6. Amendment of RFQ - The Bank reserves the right to modify any content of the RFQ without incurring any liability to any bidder. Any such amendment shall be seen 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 quotations.

7. Clarification of RFQ
   7.1. A bidder requiring any clarification shall notify the Bank in writing at the details provided in the RFQ Data Sheet and within the period for clarification in the RFQ 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 RFQ will be unacceptable, such issue and any request for change shall be raised at the earliest opportunity in writing at the details provided in the RFQ Data Sheet and in any event no later than the deadline in the RFQ 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’s staff directly or indirectly in relation to the procurement (except staff specified in the RFQ) shall be disqualified.

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

8. Site Visit / Pre-Bid meeting

8.1. If provided in the RFQ Data Sheet, bidders are invited to a site visit and pre-bid meeting. Bidders shall submit questions in writing to the address in the RFQ Data Sheet no later than one week before the meeting. The cost of the site visit and pre-bid meeting shall be at the bidder’s own expense.

8.2. If provided in the RFQ Data Sheet that attendance at the site visit and pre-bid meeting is mandatory, any bidder wishing to submit a quotation shall attend the site visit and pre-bid meeting. The Bank shall not consider a quotation from a bidder who does not attend the mandatory site visit and pre-bid meeting. Minutes of the meeting shall be posted on the Bank’s website.

PREPARATION OF QUOTATIONS

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

10. Language of Quotations - The quotation and all correspondence and documents submitted by the bidder shall be written in the language specified in the RFQ Data Sheet. Any printed literature furnished by the bidder written in another language other than the language specified in the RFQ Data Sheet shall be accompanied by a certified translation in the language in the RFQ Data Sheet of its pertinent passages in which case, for the purpose of interpretation of the quotation, 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 Quotation - Quotations shall comprise the Quotation Questionnaire, completed in full and supported with evidence and information requested by the Bank. The questionnaire shall be completed without alterations to its format and content. No other substitutes shall be accepted.

13. Publicity Material - Unless expressly permitted in the RFQ, bidders shall not submit brochures, general marketing or promotional material with quotations. Publicity brochures shall not be accepted as answers to questions. Bidders shall respond fully to the questions in the RFQ.

14. Meeting the Bank’s requirements - Unless otherwise provided, bidders shall meet the Bank’s requirement by the deadline for submission of quotations.

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

16.1. The Bank may request samples at any time during the procurement process. Bidders shall provide samples free of charge. A bidder who fails to provide 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 bidders own cost.

16.2. If provided in the RFQ, the Bank shall conduct an inspection of the goods and services. 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 all expenses incurred by the bidder for such inspection.

17. Demonstration - If provided in the RFQ, 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.

18. 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.

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

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

21. 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 as customs duties, such taxes shall be separately set forth on the quote or invoice.

22. Bid Prices

22.1. The prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all labour, materials, maintenance, transportation, insurance, profit, risks, liabilities and obligations set out or implied in the contract.

22.2. 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.

22.3. The prices shall be expressed in the currency in the RFP Data Sheet. All prices should be expressed in the same currency.

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

24. Period of Validity of Quotations - Quotations shall remain valid for a period of not less than the period stated in the RFQ Data Sheet. Quotations valid for a shorter period shall be rejected as non-responsive.
25. The Bank may require bidders to extend the period of validity of quotations. If the bidder does not extend the period of validity, the quotation may be rejected. A bidder granting the request shall not be required or permitted to modify its quotation.

SUBMISSION AND OPENING OF QUOTATIONS

26. **Deadline for Submission of Quotations** - The Bank shall receive quotations no later than the deadline in the RFQ Data Sheet. It is the sole responsibility of bidders to ensure timely receipt of quotations by the Bank. The Bank may extend the deadline for submission of quotations at any time without incurring any liability to bidders.

27. **Late Quotations** – The Bank shall not consider any quotation received after the deadline for submission. Any quotation received by the Bank after the deadline for submission shall be declared late and rejected by the Bank.

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

29. **Quotations submitted via AfDB e-Procurement portal**
   29.1. If provided in the RFQ Data Sheet, quotations shall be submitted electronically via AfDB e-Procurement portal.
   29.2. Bidders can obtain guidance on submitting quotations electronically in the user manual in AfDB e-Procurement portal.
   29.3. The Bank reserves the right to request the original of any form, document or authorization submitted electronically by any bidder.

30. **Quotations submitted by mail, courier or hand-delivery**
   30.1. If provided in the RFQ Data Sheet, quotations shall be submitted by mail, courier or hand delivery.
   30.2. Quotations shall be submitted in a sealed envelope (one original and four copies and any attachments, appendix and annex thereto must also be submitted in one original and four copies) and delivered to the address in the RFQ Data Sheet. The original quotation must clearly mark “Original” and each of the four copies must clearly mark “Copy”.
   30.3. Each bidder shall seal the original and copies of the quotation in an envelope (the “internal envelope”). The internal envelope shall carry the name and address of the bidder and the RFQ reference. The internal envelope shall be placed in a large single envelope (the “external envelope”). The external envelope shall be anonymous and carry the label in the RFQ Data Sheet that should be photocopied and placed on the external envelope.
   30.4. Any alternative quotation shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly identified as “Alternative”.
   30.5. All pages of the quotation shall be numbered. Each copy of the quotation shall be bound in a single volume where practical. All documentation submitted with the quotation shall be bound in a single volume.
   30.6. The person or persons signing the quotation shall initial all pages of the quotation where correction has been made.
   30.7. When delivered by hand, the quotation 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.

31. **Modification / Withdrawal of Quotations** – Bidders may modify or withdraw quotations prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw quotations after the deadline for submission.
31.1. **Quotations submitted via AfDB e-Procurement portal** - Bidders can obtain guidance on modifying or withdrawing quotations in the user manual.

31.2. **Quotations 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 this 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”.

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

### EXAMINATION OF QUOTATIONS

33. **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 should not be disclosed to the public. The Bank shall endeavor to maintain confidentiality of confidential information and evaluation of quotations. The Bank reserves the right to disclose information in accordance with its policy on Disclosure and Access to Information.

34. **Clarification of Quotations**

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

   34.1.1. Require any bidder to clarify any part of its quotation;
   34.1.2. Require any bidder to provide further information or documentation;
   34.1.3. Undertake site visit to any bidder; or
   34.1.4. Contact referees provided by any bidder.

34.2. 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 quotation shall be sought, offered or permitted. Where a bidder does not provide the information requested the quotation shall be evaluated as presented.

35. **Determination of Responsiveness**

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

   35.1.1. “Deviation” is a departure from the requirements specified in the RFQ;
   35.1.2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFQ; and
   35.1.3. “Omission” is the failure to submit part or all of the information or documentation required in the RFQ.

35.2. A material deviation, reservation or omission is one that, if accepted, would:

   35.2.1. if accepted, would:
      35.2.1.1. affect in any substantial way the scope, quality or performance of the requirements as specified in the RFQ;
      35.2.1.2. limit in any substantial way, inconsistent with the RFQ, the Bank’s rights or the bidder’s obligations under the proposed contract; or
      35.2.1.3. if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive quotations.

35.3. The Bank shall examine quotations to determine whether quotations are substantially responsive with the requirements. The Bank shall reject a quotation not substantially responsive to the requirements of the RFQ.
BID EVALUATION

36. **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 quotations).

37. **Acceptance or Rejection of Quotations** - The Bank reserves the right to accept or reject any or all quotations, cancel the procurement process and/or reject all quotations at any time prior to contract award, without incurring any liability to bidders.

**AWARD OF CONTRACT**

38. **Award Methodology**

38.1. The Bank shall award the contract to the bidder whose quotation meets the qualification criteria, is substantially responsive and offers the lowest evaluated quotation price.

38.2. Unless otherwise provided, the Bank shall evaluate quotations in the following successive stages:

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<th>Section reference / Purpose</th>
<th>Evaluation criteria</th>
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<td>Stage 1</td>
<td>Examination of Quotations</td>
<td>The Bank shall examine quotations to determine compliance with the requirements of the RFQ – this includes checking the legal validity of quotations and completeness of the required documents. The Bank shall reject quotations that do not meet the terms and conditions of the RFQ. Quotations that meet the requirements shall be considered for stage 2.</td>
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<tr>
<td>Stage 2</td>
<td>Qualification Criteria</td>
<td>Pass/Fail</td>
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<td>(Section 5)</td>
<td>Bidders must pass each eligibility and qualification criterion to be considered for stage 3. Failure to satisfy any criterion shall result in disqualification of the bidder.</td>
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<tr>
<td>Stage 3</td>
<td>Technical Evaluation</td>
<td>The Bank shall examine technical quotations.</td>
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<td>(Section 5)</td>
<td>Quotations that are substantially responsive to the technical requirements and conditions shall be considered for stage 4. Quotations that are not substantially responsive to the technical requirements and conditions shall be rejected.</td>
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<tr>
<td>Stage 4</td>
<td>Correction of arithmetic errors</td>
<td>The financial offers shall be checked for completeness and corrected for computational errors.</td>
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<tr>
<td>Stage 5</td>
<td>Price Schedule</td>
<td>Quotations shall be ranked according to price.</td>
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<td>(Section 5)</td>
<td>The bid offering the lowest evaluated quotation price shall be ranked first.</td>
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<tr>
<td>Stage 6</td>
<td>Final Ranking</td>
<td>The contract or purchase order shall be offered to the qualified bidder whose quotation is substantially responsive to the requirements and with whom satisfactory price, terms and conditions have been agreed.</td>
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39. Contract Award

39.1. By issuing this RFQ, the Bank is not committed to award a contract for all or part of the requirements.

39.2. 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.

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

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

40. Best and Final Offer - Following evaluation of quotations, the Bank may decide to obtain Best and Final Offers from qualified bidders whose quotations 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.

41. 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.

42. Debriefing – Unsuccessful bidders may request debrief within seven (7) days from receipt of the regret letter.

43. 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.

44. Contractual Relationship - The contractual relationship shall be governed by the General and Specific Conditions and shall include the description of goods and services and the successful bidder’s technical offer and financial quotation. No other terms and conditions put forward by a bidder shall form part of the contract.

FURTHER ASSISTANCE

45. 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.

46. 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 – RFQ DATA SHEET

ANNEX I – RFQ DATA SHEET

The numbering below refer 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, 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.

**Financial Standing:** An average turnover of at least […]USD equivalent] per annum for the last three years [2013, 2014, 2015 or latest]. A bidder shall demonstrate current soundness of their financial position and long-term profitability.

**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.

**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 RFQ 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 a 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 quotations and all correspondence is: [insert language(s)]. |
| § 19 | Alternative quotations are accepted: [YES/NO] |
| § 22 | The prices shall be expressed in [insert currency]. |
| § 23 | The Bank’s requirement is divided into lots [YES/NO] Bidders can submit a quotation for one or multiple lots [YES/NO] [insert any further instructions on submitting quotations for lots] |
| § 24 | The minimum validity period of the quotation is *ninety (90)* days from the deadline for submission of quotations. |
| § 25 | The deadline for submission of quotations is [insert closing date and local time]. |
| § 28 | Quotations shall be submitted electronically via AfDB e-Procurement portal at [insert website]: [YES/NO] |
| § 29 | Quotations shall be submitted by mail, courier or hand delivery: [YES/NO]  
Quotations 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 team]  
RFQ – DO NOT OPEN UNTIL BID OPENING DAY  
Reference: ADB/RFQ/CHGS/201_/_____ [insert ITB description]  
RFQ Closing Date and Time: _____________ 201_(_____ local time) |
SECTION 4 – DESCRIPTION OF GOODS AND SERVICES

A - Description of goods and services

Procurement Practitioners shall describe the goods and services required from the successful bidder. If the requirement is divided into lots, set out the details of each lot. A structure is provided below for consideration.

List of Goods and Services
Provide the description of each good and quantity required.
Provide the description of services, quantity/frequency required.

Delivery and Completion Schedule
Provide information on the delivery date and address for delivery of each good and completion date for each service.

Technical Specification
Define the technical and performance characteristics and requirements, standards of materials and workmanship required, tests required, activities to be performed by the successful bidder, functional guarantees etc. Procurement Officers should state whether samples, leaflets, brochures etc., are required.

Drawings
Provide specific dimensions, materials to be used, stages of manufacture and other characteristics.

Service Standards and other standards
Provide information on the level of performance, service levels that the successful bidder should meet.

Mandatory requirements
State which requirements are mandatory, if any, for example delivery date, minimum technical characteristics or functionality etc. If a bidder fails to meet any mandatory requirement, the bidder shall be disqualified from the procurement process.

Sustainable Procurement
The bidder should demonstrate how the contract can be delivered in an environmentally and socially responsible manner.
SECTION 5 – QUOTATION 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 Quotation (RFQ) No ADB/RFQ/CHGS/201_/_____ and have no reservations to the RFQ 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 RFQ and in the amount indicated in the Price Schedule form included in our quotation;
(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 RFQ shall not be applicable to any resulting contract or purchase order;
(e) If provided in the RFQ, the prices quoted shall remain fixed for the duration of the contract or purchase order;
(f) Our quotation shall be valid for the period indicated in the RFQ and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(g) 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;
(h) 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;
(i) We understand that if we withdraw our quotation after the closing date, the Bank may decide to exclude us from future procurements;
(j) We, including our subcontractors or suppliers for any part of the contract, have nationalities from eligible countries;
(k) 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;
(l) 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 or purchase order, 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 lowest evaluated quotation price or any other quotation that you may receive.

We confirm that the undersigned are authorized to commit the bidder(s) to the obligations contained in the RFQ and the contract or purchase order.

Name ____________________________ In the capacity of ____________________________

Signature ____________________________

Email ______________________________

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

Dated on ____________________________ Official Stamp

01 BP 1387, Abidjan 01 Côte d’Ivoire Tel : +225 20 26 10 20 – e-mail: tender@afdb.org - Internet: www.afdb.org
### 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, Consultation 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 Registration, Constitution or Incorporation 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 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 registration or constitution 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 authorizing representative of the JV.
   - In case of government owned entity from the Bank’s 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 criterion.

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

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity Joint venture or any other form of partnership (JV)</td>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATEMENT OF CONFORMITY</th>
<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>
<tbody>
<tr>
<td>A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity in the format provided.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A power of attorney shall be attached, if applicable.</td>
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</tr>
</tbody>
</table>

The bidder shall sign and return the document in the format provided for a PASS.

<table>
<thead>
<tr>
<th>ELIGIBILITY CRITERIA</th>
<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>
<tbody>
<tr>
<td>The bidder is from a member country of the Bank.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
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</tr>
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<td></td>
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<tr>
<td></td>
<td>At least one partner</td>
<td></td>
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</tr>
</tbody>
</table>

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

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

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

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

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

The bidder has not fulfilled obligations relating to the payment of social
## PASS/FAIL CRITERIA

<table>
<thead>
<tr>
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<tr>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.
- The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?
- The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.
- The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.
- The bidder has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.
- The bidder, or any of its affiliates, has been engaged to provide consulting services for the preparation or...
<table>
<thead>
<tr>
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<td>Each partner</td>
<td>At least one partner</td>
</tr>
</tbody>
</table>

implementation of the procurement.

The bidder shall not be subject to any of the situations above for a PASS

### FINANCIAL STANDING

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

<table>
<thead>
<tr>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet at least 20% of the requirement</th>
<th>Must meet at least 40% of the requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The bidder can demonstrate sound financial performance?

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].

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...
### PASS/FAIL CRITERIA

<table>
<thead>
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<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Tax returns for the past three years [2013, 2014, 2015 or the latest].**

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

### GENERAL AND SPECIFIC EXPERIENCE

- **The bidder has been in business for the past [three (3) years]?**
  - Must meet requirement
  - Existing or intended JV must meet requirement
  - N/A

- **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 complete (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity,**
  - Must meet requirement
  - Existing or intended JV must meet requirement
  - Must meet requirement for one specialism
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
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<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>
</tbody>
</table>

Methods/technology or other characteristics as described in the RFQ.

If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 3 years.

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.

### CONFLICT OF INTEREST

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

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

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

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

Remarks (Accept/Reject for the next stage)
### CONFLICT OF INTEREST DISCLOSURE FORM

**Name of Bidder:**

**RFQ Reference:**

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 /Information provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></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 quotation 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 shall determine, in its sole discretion, whether any conflict of interest disclosed shall result in rejection of our quotation from the procurement process.

<table>
<thead>
<tr>
<th>Name:</th>
<th>In the capacity of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed:</td>
<td></td>
</tr>
<tr>
<td>Duly authorized to sign this proposal for and on behalf of:</td>
<td></td>
</tr>
<tr>
<td>Dated on:</td>
<td></td>
</tr>
</tbody>
</table>
TECHNICAL EVALUATION

Procurement Practitioners shall amend this section as appropriate. This is an example of information required from bidders. The information shall be tailored to the procurement. This shall also include information on live demonstration or oral presentation if required.

Bidders shall respond to the questions below and provide evidence in support. The Bank shall examine the information provided by each bidder to determine whether bids are substantially responsive with the requirements.

For purchase of goods:

(a) Provide a description of three similar projects undertaken in the last three years (including projects with government organisations, international organisations or recognised financial institutions) carried out as a prime contractor.
(b) Provide contact information for reference under the projects identified;
(c) Provide details of the deadline for delivery of all equipment/items;
(d) Provide a list and specification of proposed equipment/items;
(e) Provide a date of manufacture of each equipment/item;
(f) Provide brochures, samples, pamphlets and technical data sheets where available;
(g) Provide details of the after-sales and spare parts services to be provided to the Bank;
(h) Provide warranty information and warranty period for each equipment/item;
(i) Provide the full name and address of the manufacturer’s representative closest to the consignee, who can provide after-sales service, spare parts and warranty services;

For provision of services:

(a) Provide a description of three similar projects undertaken in the last three years (including projects with government organisations, international organisations or recognised financial institutions) carried out as a prime contractor;
(b) Provide contact information for reference under the projects identified;
(c) Provide details of the start and completion date for delivery of services;
(d) Provide the project/implementation plan for delivery of services;
(e) Provide a method statement for delivery of services;
(f) Provide a summary of the proposed staff, including relevant experience, qualifications and membership of relevant professional body;

For purchase of goods including installation and maintenance:

(a) Provide a description of three similar projects in the last three years (including projects with government organisations, international organisations or recognised financial institutions) carried out as a prime contractor;
(b) Provide contact information for reference under the projects identified;
(c) Provide details of the deadline for delivery of all equipment/items;
(d) Provide a list and specification of proposed equipment/items and services;
(e) Provide a detailed description of the essential technical and performance characteristics of the goods and related services;
(f) Provide a date of manufacture of each equipment/item;
(g) Provide brochures, samples, pamphlets and technical data sheets where available;
(h) Provide the after-sales and spare parts service to be provided;
(i) Provide the warranty information and period for each equipment/item;
(j) Provide full name and address of the manufacturer’s representative closest to the consignee, who can provide after-sales service, spare parts and warranty services;
(k) Provide details of the proposed methodology and implementation schedule for the installation of required equipment;
(l) Provide a description of related services;
(m) Provide any special packaging requirements;
(n) Provide the maintenance plan, if required;
### PRICE SCHEDULE*

To: African Development Bank  
[insert address of relevant office]  
Date: [insert date]

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Items Required</th>
<th>Quantity</th>
<th>Country of Origin</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><em>(If necessary, detailed specifications can be included in Annexure II)</em></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total for all Items</th>
<th>Less: Discount</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Net Total of all items</th>
<th>Add: Misc. Charge, if any</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Freight, Insurance etc.</th>
<th>Grand Total</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Grand Total</th>
<th>Net Total of all items</th>
</tr>
</thead>
</table>

**Delivery required at**  
*To be filled by the Purchase Officer*

**Delivery Terms** *(insert applicable incoterms)*  
*To be filled by the Purchase Officer*

**Shipping Mode**  
*To be filled by the Purchase Officer*

**Delivery date**  
*To be filled by the Purchase Officer*

**Warrant/ Guarantee offered by bidders**  
*To be filled by the Purchase Officer*

**Quotation Valid till**  
*To be filled by the Purchase Officer*

**Currency stated in**  
*To be filled by the Purchase Officer*

Any additional special conditions are given in this RFQ.  
By signing and returning this Price Schedule, we agree to supply the above mentioned items at the rates quoted.

**Bidder Comments (if any):**

*Applicable when the quotations are being invited for more than one item and would be evaluated for all the items together. Modify where the evaluation would be made for each item separately.*

--

*Seal of the company giving the name and address.*

---

Page 30 of 37  
RFQ open competition  
(version March 2016)
PAYMENT SCHEDULE

Procurement Practitioners shall set out the payment schedule for the contract. This will give bidders an idea when to expect payment.

<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>
</table>
| For example:  
- Delivery of equipment to the Bank  
- Testing/acceptance of equipment  
- Training provided to 20 Bank staff  
- Year 1 maintenance | This can be expressed as a percentage of the contract sum or a set amount. |
SECTION 6 – PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

ARTICLE 3: ELIGIBILITY

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

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

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

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

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

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

b) The Natural Person or Business has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the Natural Person or Business is established or where the contract is to be performed;
c) The Natural Person or Business has been convicted of a criminal offence relating to the conduct of its business or profession in the last 10 years;

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

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

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<tbody>
<tr>
<td>25. <strong>United Kingdom</strong></td>
<td>26. United States of America</td>
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