



African Development Bank Group
Reference: ADB/ITB/CHGS/2017/0012

African Development Bank

**INVITATION TO BID FOR
SUPPLY AND INSTALLATION OF AIR CONDITIONER SYSTEMS**

FOR THE PARLIAMENT OF EGYPT

ADB/ITB/CHGS/2017/0012



Supply and installation of air conditioner systems

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: ITB Data Sheet

“ITB 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: Statement of Work / Technical Specification / Drawings

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: Technical Proposal Questionnaire

This Section includes the forms for technical proposal 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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SECTION I – LETTER OF INVITATION

Dear Sir/Madam,

1. The African Development Bank (the “Bank”) invites bids for the provision of goods, works and related services as described in this Invitation to Bid (ITB). To qualify for award, a bidder shall meet the qualification criteria set out in the Section 3.
2. The bids 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 ITB is designed to enable bidders complete and submit bids. Bidders shall read the ITB carefully and ensure bids comply with the instructions provided in the ITB. Bidders are required to complete and submit the Bid Questionnaire (Section 5) in accordance with the Instructions to Bidders (Section 2), Bid Data Sheet (Section 3), Statement of Work/Technical Specification/Drawings (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#
8. A copy of all documents referred to in the ITB can be found on the Bank’s website: <http://www.afdb.org/en/about-us/corporate-procurement/procurement-notices/current-solicitations/>
9. We look forward to receiving your bid and thank you for your interest in doing business with the Bank.

[Chief Regional Procurement Officer]



Supply and installation of air conditioner systems SECTION 2 - INSTRUCTIONS TO BIDDERS

GENERAL

1. **Eligibility of Bidders, Goods, Services and Works** - Goods, services and works 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 ITB.
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 bid 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 bid 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 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 bids and entering into the contract.
6. **Amendment of ITB** – The Bank reserves the right to modify any content of the ITB 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 bids.
7. **Clarification of ITB**



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- 7.1. A bidder requiring any clarification shall notify the Bank in writing at the details provided in the **Bid Data Sheet** and within the period for clarification in the **Bid 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 ITB 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 **Bid Data Sheet** and in any event no later than the deadline in the **Bid 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 ITB) shall be disqualified.
 - 7.5. The Bank shall not respond to any query or request received after the deadline in the **Bid Data Sheet**.
8. **Site Visit / Pre-Bid meeting**
- 8.1. If provided in the **Bid Data Sheet**, bidders are invited to attend a site visit and pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any matter relating to the Bank's requirements. The cost of the site visit and pre-bid meeting shall be at the bidder's own expense.
 - 8.2. Bidders are requested to submit any questions in writing to the address in the **Bid Data Sheet**, to reach the Bank no later than one week before the meeting.
 - 8.3. If provided in the **Bid Data Sheet** that attendance at the site visit and pre-bid meeting is mandatory, any bidder wishing to submit a bid shall attend the site visit and pre-bid meeting. The Bank shall not consider a bid 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 BIDS

9. **Cost of Bidding** - Bidders shall bear all costs associated with the preparation and submission of bids. The Bank shall not be responsible or liable for any costs regardless of the conduct or outcome of the procurement process.
10. **Language of Bid**
- 10.1. The bid and all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be written in the language specified in the **Bid Data Sheet**. A bid submitted in a language not specified in the **Bid 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 **Bid Data Sheet** shall be accompanied by a certified translation in the language in the **Bid Data Sheet** of its pertinent passages in which case, for the purpose of interpretation of the bid, the translation shall govern.
11. **Subcontractors and services 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 Bid** – Bids shall comprise the Bid Questionnaire, completed in full and supported with evidence and information requested by the Bank.
13. **Statement of Conformity and Bill of Quantity/Price Schedule** – Bidders shall sign the Statement of Conformity and complete the bill of quantity/price schedule using the forms provided. The forms shall be completed without alterations to its format and content. No other substitutes shall be accepted.



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14. **Publicity Material** – Unless expressly permitted in the ITB, bidders shall not submit brochures, general marketing or promotional material with bids. Publicity brochures shall not be accepted as answers to questions. Bidders shall respond fully to the questions in the ITB.
15. **Meeting the Bank's requirements**
- 15.1. Unless otherwise provided, bidders shall meet the Bank's requirements by the deadline for submission of bids.
- 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 ITB may include mandatory requirements. The classification of a requirement as mandatory gives an indication of its significance to the Bank. A bid 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 ITB, the Bank shall conduct an inspection of the goods, services and works 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 ITB, 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 Bids** - The Bank shall not consider any variation to its requirements ("Alternative Bid") unless expressly permitted in the **Bid Data Sheet**. If an Alternative Bid is permitted, the Alternative Bid shall be accompanied by a fully compliant bid, i.e. one that meets the minimum technical requirements. The bidder shall quote the price for the fully compliant bid and then separately provide the technical specification, methodology and adjustment in price that can be offered if the Alternative Bid is accepted. The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Bid of the successful bidder shall be considered.
21. **Acceptance of the General and Specific Conditions** - It shall be clearly understood that by submitting a bid in response to the ITB, a bidder shall be deemed to have accepted the General and Specific Conditions. A bid 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



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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 invoices.

23. Bid Prices

23.1. The bidder shall fill in rates and prices for all items described in the Bill of Quantity/Price schedule. The rates and prices quoted by the bidder shall be separately indicated. Items for which no rate or price is entered by the bidder shall not be paid for by the Bank and shall be deemed covered by the other rates and prices in the Bill of Quantity/Price Schedule.

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

23.3. 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, services and works; maintenance; spare parts; warranty; training; disposal; shipment; insurance) of the requirement.

24. **Currency of Bid** – The prices shall be expressed in the currency in the **Bid 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 bid for one or multiple lots unless otherwise stated in the **Bid Data Sheet**.

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

27. Bid Security

27.1. If provided in the **Bid Data Sheet**, the bidder shall furnish, as part of its bid, the signed Bid-Securing Declaration form or bid security in the amount, form and valid for the period stated in the **Bid 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 bid shall be rejected unless the bidder submits a new bid security acceptable to the Bank before the expiration of the bid security.

27.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the bid 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 **Bid Data Sheet**.

SUBMISSION AND OPENING OF BIDS

28. Deadline for Submission of Bids

28.1. The Bank shall receive bids no later than the deadline in the **Bid Data Sheet**. It is the sole responsibility of bidders to ensure timely receipt of bids by the Bank.

28.2. The Bank may extend the deadline for submission of bids at any time without incurring any liability to bidders.



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29. **Late Bids** – The Bank shall not consider any bid received after the deadline for submission of bids. Any bid received by the Bank after the deadline for submission shall be declared late and rejected by the Bank.
30. **Bids rejected by the Bank** – Bids rejected by the Bank shall be destroyed or returned to bidders, at its own cost, if so requested.
31. **Bids submitted electronically via AfDB e-Procurement portal**
- 31.1. If provided in the **Bid Data Sheet**, bids shall be submitted electronically via AfDB e-Procurement portal.
- 31.2. Bidders can obtain guidance on submitting bids 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. **Bids submitted by mail, courier or hand-delivery**
- 32.1. If provided in the **Bid Data Sheet**, bids shall be submitted by mail, courier or hand delivery.
- 32.2. Bids 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 **Bid Data Sheet**. The original bid shall clearly mark “Original” and each of the four copies must clearly mark “Copy”.
- 32.3. Each bidder shall seal the original and copies of the bid in an envelope (the “internal envelope”). The internal envelope shall carry the name and address of the bidder and the ITB 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 Bid Data Sheet that should be photocopied and placed on the external envelope.**
- 32.4. Any alternative bid shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly be identified as “Alternative”.
- 32.5. All pages of the bid shall be numbered. Each copy of the bid shall be bound in a single volume where practical. All documentation submitted with the bid shall be bound in a single volume.
- 32.6. The person or persons signing the bid shall initial all pages of the bid where correction has been made.
- 32.7. When delivered by hand, the bid 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., Sunday through Thursday 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 Bids** - Bidders may modify or withdraw bids prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw bids after the deadline for submission.
- 33.1. **Bids submitted electronically via AfDB e-Procurement portal** - Bidders can obtain guidance on modifying or withdrawing bids in the user manual.
- 33.2. **Bids 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 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** - Bids shall be opened as soon as possible after the deadline for submission. The record of the bid opening shall be made available on the Bank’s website.

EXAMINATION OF BIDS



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- 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 bids. The Bank reserves the right to disclose information in accordance with its policy on Disclosure and Access to Information.
- 36. Clarification of Bids**
- 36.1. To assist in the examination and evaluation of bids and qualification of bidders, the Bank may, at its discretion:
- 36.1.1. Require any bidder to clarify any part of its bid;
 - 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 bid shall be sought, offered or permitted. Where a bidder does not provide the information requested the bid shall be evaluated as presented.
- 37. Determination of Responsiveness**
- 37.1. The Bank's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in the ITB. A substantially responsive bid is one that meets the requirements of the ITB without material deviation, reservation or omissions.
- 37.1.1. "Deviation" is a departure from the requirements specified in the ITB;
 - 37.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the ITB; and
 - 37.1.3. "Omission" is the failure to submit part or all of the information or documentation required in the ITB.
- 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 ITB;
 - 37.2.1.2. limit in any substantial way, inconsistent with the ITB, 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 bids.
- 37.3. The Bank shall examine bids to determine whether bids are substantially responsive with the requirements. If a bid is not substantially responsive to the requirements of the ITB, 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 bids).

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

AWARD OF CONTRACT



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40. Award Methodology

- 40.1. The Bank shall award the contract to the bidder whose bid meets the qualification criteria, is substantially responsive to the requirements and offers the lowest evaluated bid price.
- 40.2. Unless otherwise provided, the Bank shall evaluate bids in the following successive stages:

Stage of evaluation	Section reference / Purpose	Evaluation methodology
Stage 1	Examination of Bids	The Bank shall examine bids to determine compliance with the requirements of the ITB – this includes checking the validity of bids and completeness of the required documents. The Bank shall reject bids that do not meet the requirements of the ITB. Bids that meet the requirements of the ITB shall be considered for stage 2.
Stage 2	Qualification (Section 5)	Pass/Fail 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.
Stage 3	Technical Evaluation (Section 5)	The Bank shall examine the technical bids. Bids that are substantially responsive to the technical requirements and conditions shall be considered for stage 4. Bids that are not substantially responsive to the technical requirements and conditions shall be rejected.
Stage 4	Correction of arithmetic errors	The financial offer shall be checked for completeness and corrected for computational errors.
Stage 5	Price Schedule (Section 5)	Bidders shall be ranked according to price. The bidder offering the lowest evaluated price shall be ranked first.
Stage 6	Final Ranking	The contract shall be awarded to the qualified bidder whose bid is substantially responsive to the requirements and with whom satisfactory price, terms and conditions have been agreed.

41. Contract Award

- 41.1. By issuing this ITB, 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.



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- 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, services or works, usually not to exceed 20%, without any change in unit price or other terms and conditions.
42. **Best and Final Offer** – Following evaluation of bids, the Bank may decide to obtain Best and Final Offers from qualified bidders whose bids 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 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 statement of work, technical specification, drawings, successful bidder's technical and financial bid. **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 **Bid Data Sheet**, the successful bidder shall furnish the performance security within the period, amount and form stipulated in the **Bid 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 **Bid 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 **Bid Data Sheet**.
- 48.2. For the purpose of receiving the advance payment, the bidder shall make an estimate of, and include in its bid, 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 by deducting proportionate amounts from payments due to the bidder as set out in the General and Specified Conditions.



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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 **Bid Data Sheet**, the Bank shall retain 10% of the contract sum until the end of the defects liability period. This is the pre-determined period after practical completion of the project when the successful bidder is responsible for making good any faults which appear and which are due to defective materials or work. The defects liability period is set out in the General and Specific Conditions. The Bank shall pay the successful bidder the retention fee as set out in the **Bid 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 RDGE_Tender@afdb.org quoting the tender reference.



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SECTION 3 – ITB DATA SHEET

The numbering below refers to the appropriate numbering of the introduction

§ 1	The goods, services and works to be provided are outlined in Section 4.
§ 1	<p>To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria:</p> <p>Eligibility of Bidders, Goods, Services and Works: Goods, services and works 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.</p> <p>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.</p> <p>Financial Standing: An average turnover of at least [1,512,000 EGP or equivalent] per annum for the last three years [2013, 2014, 2015 or latest]. A bidder shall demonstrate current soundness of financial position and long-term profitability.</p> <p>General and Specific Experience: a bidder shall have a minimum of 3 years' experience and successfully or substantially implemented as a prime contractor at least three projects of a similar nature and complexity (the contracts cited should be at least 70% complete) in the last 3 years.</p> <p>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.</p> <p>A Project Manager (Engineer) with a minimum five years' experience in a works contract of an equivalent size and nature and registered with [name of country or organization or professional body if applicable] Institute of Engineers.</p> <p>Registration with [insert name of local registration body for the relevant work] if applicable</p> <p>Attendance at mandatory site visit and Pre-Bid meeting, if applicable.</p> <p>Conflict of Interest: a bidder shall have no actual or potential conflict of interest that would call into question its participation in the procurement process and award of contract.</p>

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

§ 7	Request for clarification and/or request for any change to the ITB shall be sent in writing: by electronic mail: RDGE_Tender@afdb.org . The request shall be received by the Bank no later than: 13th February 2017 at 5:00PM EET
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<p>§ 8</p>	<p>The Bank shall organize a site visit and Pre-Bid meeting: [YES]. Pre-Bid meeting and Site visit: 6th February 2017 at 2.00 PM EET</p> <p>Physical address 1 Magless El Shaab Street - Gate No. 1 - Cairo, Egypt. Postal Address 11583 Building no. Mogamaa Building - Fifth floor - The Information Center. Room no. 502 Telephone no 002 27921014 ; +2 01200250050</p> <p>Questions for the site visit and Pre-Bid meeting shall be submitted to:RDGE_Tender@afdb.org</p> <p>The site visit and Pre-Bid meeting is a mandatory requirement: [YES]</p>
<p>§ 10</p>	<p>The language of bids and all correspondence is: English</p>
<p>§ 20</p>	<p>Alternative bids are accepted: [NO]</p>
<p>§ 24</p>	<p>The prices shall be expressed in [EGP].</p>
<p>§ 25</p>	<p>The Bank's requirement is divided into lots [NO] Bidders can submit a bid for one or multiple lots [NO]</p>
<p>§ 26</p>	<p>The minimum period of validity of bids is ninety (90) days from the deadline for submission of bids.</p>
<p>§ 27</p>	<p>Bid security is required [NO]</p>
<p>§ 27.1</p>	<p>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 5.</p>
<p>§ 28</p>	<p>The deadline for submission of bids is [20th February 2017 3.00 pm EET]</p>
<p>§ 31</p>	<p>Bids shall be submitted electronically via the AfDB e-Procurement portal at :[NO]</p>



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§ 32	<p>Bids shall be submitted by courier or hand delivery: [YES]</p> <p>Bids shall be sent to the following address and the external envelope shall bear the following information:</p> <p>African Development Bank - Egypt Field Office 72b, al-Maahad Al-Eshteraki St (opp Merryland) Afreximbank Building or Mashreq Bank 5th floor Heliopolis, Cairo Egypt</p> <p>ITB – DO NOT OPEN UNTIL BID OPENING DAY Reference: ADB/ITB/CHGS/2017/0012 [Supply and installation of air conditioner systems] ITB Closing Date and Time: 20th February 2017 (3.00 pm EET)</p>
§ 47	<p>Performance security is required: [YES]</p> <p>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 and in the amount of [10 % of the contract amount]</p> <p>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 5.</p> <p>The performance security will be returned to the bidder as set out in the General and Specific Conditions.</p> <p>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.</p>
§ 48	<p>Advance payment will be provided to the successful bidder: [NO]</p>
§ 49	<p>The Bank shall retain 10% of the contract sum until the end of the defects liability period: [YES]</p> <p>The amount will be returned to the bidder as set out in the General and Specific Conditions.</p>



Supply and installation of air conditioner systems

SECTION 4 – STATEMENT OF WORK / TECHNICAL SPECIFICATION / DRAWINGS

The purpose of this document is to define the technical specifications for companies that wish to submit technical and financial proposals for the supply, installation into service of two air conditioners system

EXPECTED COMMENCEMENT DATE

The supply and installation of the air conditioners is expected to commence on 1st March 2017

DURATION OF PROJECT

The goods, services and works are to be supplied, delivered and installed within 9 weeks from award of contact

I SPECIFICATION

- Technology : Cabinet air conditioner, air flow downward
- Type: Liebert HPM or similar, cabinet air conditioners, floor standing close control unit humidifier.
-
- Function: cool, heat, humidity and dehumidify
-
- Air flow direction: down ward
-
- Cooling capacity: **43,1 Kw** to the conditions of 20 °C +/- 2°C inside and 45 °C +/- 5°C outside
-
- Heating capacity: 41,3 KW
-
- power input: 380 - 400 V/3Ph/ 50 - 60Hz
-
- Refrigerant type: R407
-
- Air flow: 4375 m3/h
-
- Sound pressure level: The sound pressure level should be less than 54 dB (A).

II. CONSISTENCY OF WORKS

The following services will be provided by the contractor:

- Supply of the two air conditioners system, manufactured to international standards and according to the above-mentioned technical specifications (see II)
- Electrical connection of the air conditioners and all auxiliary equipment, including the supply of cables and accessories of appropriate dimensions



Supply and installation of air conditioner systems

III. DOCUMENTS TO BE PROVIDED

- Functional description and technical characteristics of all the bid equipment (including manufacturer's guarantee)
- Project implementation plan
- Price schedule

4. SUSTAINABLE PROCUREMENT

The bidder should demonstrate how the contract can be delivered in an environmentally and socially responsible manner.



Supply and installation of air conditioner systems

SECTION 5 – BID QUESTIONNAIRE

Appendix 5A

STATEMENT OF CONFORMITY

To the African Development Bank - Egypt Field Office
72b, al-Maahad Al-Eshteraki St (opp Merryland)
Afreximbank Building or Mashreq Bank
5th floor
Heliopolis, Cairo
Egypt

Dear Sir/Madam,

We, the undersigned, declare that:

- (a) We have examined the Invitation to Bid (ITB) No **ADB/ITB/CHGS/2017/0012** and have no reservation to the ITB 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, services and works in conformity with the ITB and in the rates and prices indicated in the Bill of Quantity/Price Schedule form included in our bid;
- (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 ITB shall not be applicable to any resulting contract;
- (e) If provided in the ITB, the prices quoted will remain fixed for the duration of the contract;
- (f) Our bid shall be valid for the period indicated in the ITB 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 bid after the deadline for submission, 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 member countries of the Bank;
- (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, 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 bid with the lowest evaluated quoted price or any other bid that you may receive.

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



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Name _____

In the capacity of _____

Signature _____

Email _____

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

Dated on _____

Official Stamp



Supply and installation of air conditioner systems
Appendix 5B

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



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Appendix 5C

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: <input type="checkbox"/> Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure. <input type="checkbox"/> A letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement and power of attorney nominating an authorized representative of the JV. <input type="checkbox"/> In case of government owned entity from the Bank's member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law <input type="checkbox"/> Organizational chart of the company and list of current staff



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Appendix 5D

QUALIFICATION (PASS/FAIL) ASSESSMENT

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

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
STATEMENT OF CONFORMITY	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity in the format provided. A power of attorney shall be attached, if applicable.							
The bidder shall sign and return the document in the format provided for a PASS.							
ELIGIBILITY CRITERIA	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			



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PASS/FAIL CRITERIA	Bidders Compliance Requirements			Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)		Yes	No	
		All partners combined	Each partner			
<p>The bidder is from a member country of the Bank.</p> <p>If yes, provide evidence, such as, articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.</p>						
<p>The goods, services and works offered are produced in a member country of the Bank.</p> <p>If yes, provide evidence, such as, operating license, information on origin of goods, services and works.</p>						
The bidder, goods, services and works offered shall meet the eligibility criteria on the basis of nationality for a PASS.						
<p>The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with</p>						



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PASS/FAIL CRITERIA	Bidders Compliance Requirements			Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)		Yes	No	
		All partners combined	Each partner			
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 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						



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PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
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 implementation of the procurement.							
The bidder shall not be subject to any of the situations above for a PASS							
JV (if applicable)	N/A	Existing or intended JV must meet requirement	Must meet requirement	N/A			
The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV, including a draft agreement.							
The bidder has nominated an authorized representative of the JV							



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PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
<p>who has the authority to conduct all business for and on behalf of all partners and enter into the contract.</p> <p>Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.</p>							
<p>The bidder shall provide a JV agreement or letter of intent to form a legally enforceable JV and draft agreement, contact details of the authorized representative of the JV and power attorney for a PASS.</p>							
FINANCIAL STANDING	See below						
The bidder has a minimum turnover of at least [1,512,000EGP] 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? If yes, provide evidence, such as audited balance sheets (including	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			



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PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
<p>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],</p> <p>If the laws of the bidders' country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2013, 2014, 2015 or the latest].</p>							
<p>The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments?</p> <p>If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than</p>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			



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PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
contractual advance payments or other documents to demonstrate financial resources.							
The bidder shall demonstrate current soundness of financial position and long-term profitability for a PASS.							
GENERAL AND SPECIFIC EXPERIENCE	See below						
The bidder has been in business for the past three (3) years 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).	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			



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PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
<p>The bidder has experience in at least [three (3)] similar contracts as a prime contractor within the last [three (3)] years, which have been successfully or substantially complete (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 ITB.</p> <p>If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 3 years.</p>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	Must meet requirement for one specialism			
<p>The bidder shall have been in business for the last three (3) years and has the experience and capability to provide the goods, services and works required for a PASS.</p>							
HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
The bidder has had a contract(s)							



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PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
<p>terminated in the last [three (3) years] for unsatisfactory performance or default.</p> <p>Bidders shall complete the litigation history form.</p>							
<p>The bidder is involved in litigation that represents more than [50% - 100%] percent of the bidder's net worth.</p> <p>Bidders shall complete the litigation history form.</p>							
<p>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.</p>							
PROJECT MANAGER	Must meet requirement	Existing or intended JV must meet requirement	N/A	N/A			
<p>The bidder has a project manager (engineer) with a minimum of five (5) years' experience in similar contracts.</p>							



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PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
If yes, provide details of the qualification and experience of the project manager in undertaking similar contracts.							
The Project Manager is a qualified member registered with [insert name of country or organization or professional body if applicable] Institute of Engineers. Provide certification / evidence that the individual is a qualified member registered with [insert name of country or organization or professional body if applicable] Institute of Engineers. State the length of time the project manager has been registered with the institute.							
The bidder shall have a project manager, registered with the relevant institute, possessing the relevant qualification, with a minimum of five years experience in similar contracts for a PASS.							
REGISTRATION WITH MINISTRY	Must meet requirement	Existing or intended JV must	N/A	N/A			



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PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
		meet requirement					
The bidder must be registered with [insert name of local registration body for the work required]. If yes, provide certificate or other evidence of current registration.							
The bidder shall be registered with the relevant local registration body for the performance of the contract for a PASS.							
SITE VISIT / PRE-BID MEETING (if mandatory)	Must meet requirement	Existing or intended JV must meet requirement	N/A	N/A			
The bidder attended the site visit and pre-bid meeting.							
The bidder shall attend the site visit and pre-bid meeting for a PASS.							
CONFLICT OF INTEREST	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.							



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PASS/FAIL CRITERIA	Bidders Compliance Requirements			Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)		Yes	No	
		All partners combined	Each partner	At least one partner		
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.						
The bidder shall PASS all above criteria to be considered for the next stage.						
Remarks (Accept/Reject for the next stage)						



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Appendix 5E

LITIGATION HISTORY

Name of Bidder:

ITB 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 shall be used for each partner of a joint venture.

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

Contract non-performance during the stipulated period

Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, EGP\$ equivalent)
		Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination:	
		Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination:	

Pending Litigation

No pending litigation

Pending litigation

Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, EGP\$ equivalent)
_____	_____	Name of Purchaser: Contract description: Address of Purchaser: Contract award date: Matter in dispute:	_____



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_____	_____	Name of Purchaser: Contract description: Address of Purchaser: Contract award date: Matter in dispute:	_____
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Appendix 5F

CONFLICT OF INTEREST DISCLOSURE FORM

Name of Bidder:

ITB 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.

	Bidders Response		Comments /Information provided
	Yes	No	
Are you connected to a person employed by the Bank who is involved in the procurement process? This could be a personal or business relationship.			
Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?			
Are you an employee or stakeholder of the Bank?			
Has the Bank offered you a contract of employment in the last 12 months?			
Are you participating in more than one bid 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.			



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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 bid from the procurement process.

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



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Appendix 5G

TECHNICAL EVALUATION

Bidders (including each partner of a JV, affiliates and suppliers) shall provide the information required in sufficient detail and provide supporting documentation in support of bidders' response. The Bank shall carry out a detailed examination of the bids to determine compliance with the technical requirements and conditions.

The evaluation of the bidder's technical bid shall include an assessment of the bidder's technical capacity to mobilize key equipment and personnel for the contract, consistent with its proposal regarding work methods, scheduling and material sourcing, in sufficient detail, and fully in accordance with the requirements.

1. Bidders shall provide information on their current commitments on all contract that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which a full completion certificate has yet to be issued.

Contact details of client – address /telephone/fax)	Value of outstanding work (current EGP equivalent)	Estimated completion date	Average monthly invoicing over last six months (EGP per month equivalent)

2. Bidders shall provide a comprehensive description of the proposed major items of equipment for carrying out the works.

Type of equipment and characteristics	Description, make, model, year of manufacture	Condition (new, good, poor) and number available	Owned, leased (from whom) or to be purchased (from whom). Include lease agreements, where relevant

3. Bidders shall provide details of work performed as a prime contractor on works of a similar nature and volume over the **last three years**. Bidders shall complete one table per contract.

Contract Number/Name:	
-----------------------	--



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Contract Number/Name:		
Contract description:		
Country of contract performance:		
Award date:		
Completion date:		
Bidder's role in Contract:	Contractor	Subcontractor
Value of contract:	EGP\$ _____	EGP\$ _____
If partner in a JV or subcontractor, specify participation in total contract amount:		
If the contract is not completed, what percentage and total contract value has been completed:		
Provide details of work undertaken by subcontractor, if any, and percentage of total contract value		
Client's Name: Address of Client: Telephone: Fax number: E-mail:		
Description of the similarity of work undertaken to the Bank's requirements: <ul style="list-style-type: none"> - Special contractual / technical requirements: - Type of contract: - Award of contract: - Physical size: - Complexity: - Methods/technology - Other characteristics 		



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4. Bidders shall provide a list of the proposed subcontractors and suppliers to be involved in the contract, setting out the subcontractors and suppliers experience in the **last three years** relating to the part of the contract they will be performing.

Section(s) of work to be performed by subcontractor	Value of subcontract	Name and address of subcontractor	Subcontractors experience in similar contracts

5. Bidders shall provide a comprehensive work programme and technical information, including drawings, charts, as necessary, to comply with the requirements. The work programme should not exceed the period for completion of all works.

6. Bidders shall provide a comprehensive method statement showing how it intends to carry out the works to conform to the requirements.

7. Bidders shall provide a comprehensive mobilization schedule detailing the action plan for the period between the award of contract and commencement of work, to include mobilization timetable, risk registers, mobilization and deployment of equipment and personnel.

8. Bidders shall provide a comprehensive construction schedule detailing the series of events or plan of actions to complete the project. The response shall identify the critical path.

9. Bidders shall provide a detailed site organization plan detailing how it intends to organize a safe and healthy construction site, including traffic management, materials storage and waste management, meeting local administrative and legal requirements, if relevant.



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10. Bidders shall provide details on the qualification and experience of key personnel proposed for the administration and execution of the contract, including the proposed Project Manager. Bidders shall complete one table per individual.

Proposed Position:	
Name of Firm:	
Name of Staff:	
Profession:	
Years with Firm in proposed position:	
Nationality:	
Membership in Professional Society/Organization (if appropriate):	
Detailed tasks to be assigned under the Contract:	
Key Qualifications - Give an outline of key staff member's experience and training most pertinent to tasks of the assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use up to half a page.	
Education - Summarize college/university and other specialized education, including, names of schools, dates attended and degrees obtained. Use up to a quarter page.	
Employment Record - Starting with the present position, list in reverse order every employment held. List all positions held since graduation, including, dates, names of employing organization, title of positions held and location of assignments. For experience in the last ten years, provide types of activities performed and client references, where appropriate. Use up to three-quarters of	



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a page.	
<u>Languages</u> - Indicate proficiency in speaking, reading and writing of each language: i.e excellent, good, fair, or poor.	



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Appendix H

BILL OF QUANTITY/PRICE SCHEDULE

Sr. No.	Description of Items Required	Quantity	Country of Origin	Unit Price	Total Amount
1	<p>Supply of splits close control air conditioning equipment for Server and UPS room consisting of scroll Compressor, Condensing unit and Evaporating unit complete with all accessories including filters and appropriate</p> <p>Type: Liebert HPM or similar, cabinet air conditioners, floor standing close control unit humidifier.</p> <p>Function: cool, heat, humidity and dehumidify Air flow direction: down ward Cooling capacity: 43,1 Kw to the conditions of 20 °C +/- 2°C inside and 45 °C +/- 5°C outside Heating capacity: 41,3 KW power input: 380 - 400 V/3Ph/ 50 - 60Hz Refrigerant type: R407 Air flow: 4375 m3/H Sound pressure level: The sound pressure level should be less than 54 dB (A).</p>	2			
2	Accessories				
	Refrigerators lines including: Copper pipes for liquid and suction lines, fittings, suction line insulation, glue and tape for insulation joints, rubber clad pipe clamps and fixing rods, pipe sleeve.	2 set			
	Drain line including - armored PVC hose, hose connection, pipe sleeve & pipe clamps.	2 set			
	Provide out door condensing unit cover and support	2 set			
	PLC (Programmable Logic Controller) with digital display	2 set			
	Alarm and fan delay	2 set			
	Installation & commissioning activities including the modification of the electrical connections with appropriate cables and circuits breakers appropriate.	lot			
	Warranty with Maintenance	1 year			



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Total for all Items _____
Less: Discount _____
Net Total of all items _____
Add: Misc. Charge, if any _____
Freight, Insurance etc. _____
Grand Total _____
Grand Total in words _____

Delivery required at

The address indicated on page 1

Payment Terms

Shipping Mode

Delivery date

Warrant/ Guarantee offered

Date of validity of offer

Currency stated in

By signing and returning this price schedule, we agree to supply to the African Development Bank the above mentioned items at the rates quoted. We agree that the contract will be governed by the General Conditions of Purchase of Goods of the African Development Bank

Vendor Comments (if any):

Name & Signature of Person completing this Request

Seal of the company giving the name and address.



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Delivery required at	<i>1 Magless El Shaab Street - Gate No. 1 - Cairo, Egypt.</i>
Delivery Terms	<i>11583Mogamaa Building - Fifth floor - The Information Center,502</i>
Shipping Mode	<i>9 weeks after issuance of purchase order</i>
Delivery date	
Warrant/ Guarantee offered by bidders	<i>at least 1 year</i>
ITB Valid for	<i>90 days</i>
Currency stated in	<i>EGP</i>

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

Vendor Comments (if any):	
	Name & Signature of Person completing this Request
	Seal of the company giving the name and address.

PAYMENT SCHEDULE

<u>Description of Event</u>	<u>Contract Amount</u>
-Delivery of equipment to the Parliament of Egypt and operationalization of the equipment -Testing/acceptance of equipment; -Training provided to staff	Payment will be done after 30 days upon receipt of invoice and confirmation of : -Delivery of equipment to the Parliament of Egypt and operationalization of the equipment -Testing/acceptance of equipment; -Training provided to staff



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**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:
- it has its registered office or has its principal place of business in a country that is a member of the Bank;
 - its legal existence is recognized and is in accordance with the laws of a country that is a member of the Bank; and
 - The majority of its capital is held by nationals from a 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



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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.



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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.



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LIST OF MEMBER COUNTRIES OF THE BANK

REGIONAL COUNTRIES			
1. Algeria	2. Angola	3. Benin	4. Botswana
5. Burkina Faso	6. Burundi	7. Cameroon	8. Cape Verde
9. Central African Rep.	10. Chad	11. Comoros	12. Congo
13. Côte d'Ivoire (HQ)	14. Democratic Rep of Congo	15. Djibouti	16. Egypt
17. Equatorial Guinea	18. Eritrea	19. Ethiopia	20. Gabon
21. Gambia	22. Ghana	23. Guinea	24. Guinea Bissau
25. Kenya	26. Lesotho	27. Liberia	28. Libya
29. Madagascar	30. Malawi	31. Mali	32. Mauritania
33. Mauritius	34. Morocco	35. Mozambique	36. Namibia
37. Niger	38. Nigeria	39. Republic of South Africa	40. Rwanda
41. Sao Tome & Principe	42. Senegal	43. Seychelles	44. Sierra Leone
45. Somalia	46. South Sudan	47. Sudan	48. Swaziland
49. Tanzania	50. Togo	51. Tunisia	52. Uganda
53. Zambia	54. Zimbabwe		
NON REGIONAL COUNTRIES			
1. Argentina	2. Austria	3. Belgium	4. Brazil
5. Canada	6. China	7. Denmark	8. Finland
9. France	10. Germany	11. India	12. Italy
13. Japan*	14. Korea	15. Kuwait	16. Luxembourg
17. Netherlands	18. Norway	19. Portugal	20. Saudi Arabia
21. Spain	22. Sweden	23. Switzerland	24. Turkey
25. United Kingdom	26. United States of America		



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PART II – GENERAL AND SPECIFIC CONDITIONS

AFRICAN DEVELOPMENT BANK CORPORATE PROCUREMENT DIVISION CODE OF CONDUCT FOR THE BANK'S SERVICE PROVIDERS, SUPPLIERS AND CONTRACTORS

The purpose of this Code of Conduct (the "Code") is to outline the key principles of conduct expected from all suppliers, service providers, contractors ("You", "Your") awarded a contract with the Bank ("Us", "We", "Our").

You and us agree to respect the spirit of the code. You are aware that any violation of the Code may be considered as poor performance of your contract that could result in actions being invoked against you, including termination of the contract without notice and/or without compensation at your own risk and expense.

In the performance of your obligations under the contract, you commit to observing the highest ethical and professional standards and maintain the highest standards of integrity and utmost discretion in all matters relating to our staff, business and activities. You should be aware that it is our policy that our suppliers do not offer gift of any value to our staff.

The principles in the Code also apply to your suppliers, subcontractors, employees and any other third party ("They", "Them") with whom you assign any part of the contract. It is your responsibility to ensure that the Code is communicated to them and they comply with the principles and spirit of the Code.

Our expectation

You will:

1) Act in good faith by:

- a. Conducting your business in accordance with the highest ethical and professional standards;
- b. Executing the contracts to the industry customs and practices in which you operate;
- c. Complying fully with the terms and conditions of your contract, during the contract period and after its conclusion;
- d. Refraining from any action that may represent reputational risk to Us, for example, by paying your subcontractors assigned to Our contract on time, by complying with all applicable laws in your country of origin and where the contract is performed;
- e. Not offering any gift of any value to our staff.

2) Fulfil an advisory and partnership role by:

- a. Providing expert advice, when required, on implementation and provision of the goods, services and/or works under the contract;

3) Maintain Confidentiality and Security of Our Information by:

- a. Taking appropriate steps to safeguard and maintain confidentiality of our confidential information, including maintaining it in confidence and in a secure location and not disclosing

it to third parties (not assigned to the contract) without our prior written consent, during the contract period and after its conclusion;



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- b. Not using our name and logo for any purpose without our prior written consent.
- 4)** Take appropriate steps to manage any of conflict of interest by:
 - a. Disclosing to us any situation that may appear as a conflict of interest;
 - b. Disclosing to us any interest that our staff or agents may have in your business or any other economic ties with you;
- c. Not offering employment or employ any of our staff directly involved in the procurement process resulting in the contract, during the life of the contract or within one year after its conclusion.
- 5)** Demonstrate transparency by:
 - a. Implementing an open book approach;
 - b. Providing any information and/or documentation we require, in a timely manner, relating to the contract;
 - c. Place at Our disposal any accounting or financial information upon request;
 - d. Fully cooperate and provide assistance in any investigation (including audits or investigation relating to possible corruption practices) relating to the contract that we commission or conduct.
- 6)** Ensure the probity and integrity of staff working on our contracts by:
 - a. Employing staff who meet minimum vetting requirements in relation to criminal convictions, security clearance and educational achievements;
 - b. Employing staff with regard to honesty, morality and integrity;
 - c. Employing staff who have the qualification and experience, as specified by us, to undertake the work under the contract;
 - d. Replacing any staff, as soon as possible, who We deem unsuitable to carry out the services under the contract;
 - e. Ensuring that your staff, whilst on our premises, are aware of Our Code of Conduct for Our staff and conduct themselves in the same manner as our staff are expected to conduct themselves.
- 7)** Not partake in corruption and fraudulent practices by:
 - a. Not accepting from a legal entity or natural person, any gift, favor or compensation that could influence the impartial performance of your duties under the contracts;
 - b. Not offering any gift, favor, compensation or any other inducement that could influence the actions of any person or entity, including Us, Our services and staff;
 - c. Not acting or misrepresenting the facts deliberately or recklessly or attempt to induce us in error in order to gain any form of advantage;
 - d. Not colluding with two or more persons in order to achieve an improper purpose, to influence improperly the actions of any other person or entity, including Us, Our services and staff;
 - e. Not obstructing Our investigation into bribery, fraudulent or collusive activities by not destroying, altering or deliberately concealing evidence, and not make false statements to investigators or prosecutors;



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f. Not threatening, harassing or intimidating a person with the intention to prevent him or her from sharing information relating to an investigation or willfully obstruct us to exercise our right of review.

8) Submit to Audit by:

a. Permitting us to inspect your accounts and records relating to the performance of the contract and have them audited by auditors appointed by us.

9) Comply strictly with all relevant laws, in your country of registration and the country where the contract is performed by:

a. Complying with all applicable laws and regulations relating to the protection of the environment;

b. Undertaking initiatives to promote greater environmental responsibility;

c. Complying with all applicable labour laws and regulations in particular those pertaining to minimum wages and working hours;

d. Ensuring that you pay taxes and social security contributions as required by applicable laws and regulations;

e. Complying with all applicable laws and regulations that provide for humane conditions of work, protection of occupational health and safety;

f. Continuously seeking to improve the workplace conditions of your employees.

10) Endeavour to improve services and deliver value for money in the contract by:

a. Actively seeking to optimize service delivery under the contract through savings and efficient cost management through the life of the contract;

b. Proactively pursuing continuous improvement of services to reduce waste and improve efficiency across our organization;

c. Notifying us of any savings and cost management under the contract and your continuous improvement plan;

d. Supporting Our "Green Bank" initiatives.

CONTRACT FOR FOR SUPPLY AND INSTALLATION OF AIR CONDITIONER SYSTEMS FOR THE EGYPTIAN PARLIAMENT



African Development Bank Group
Ref: ADB/ITB/CHGS/2017/0012

Supply and installation of air conditioner systems

BETWEEN

THE AFRICAN DEVELOPMENT BANK

AND

THE CONTRACTOR

CONTRACT NUMBER No. ADB/CTR/CHGS/2017/0012

FEBRUARY 2017



Supply and installation of air conditioner systems

THIS CONTRACT (hereinafter called the "Contract") is entered into by and between **AFRICAN DEVELOPMENT BANK** (hereinafter referred to as the "Purchaser" or the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE d'IVOIRE

And(hereinafter referred to as the "Supplier"), a company duly incorporated and existing under the laws, represented by Managing Director, of the other part.

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

PREAMBLE

WHEREAS the Purchaser had identified a need for the For Supply, Installation, OF AIR CONDITIONING SYSTEM FOR THE EGYPTIAN PARLIEMENT LOCATED IN Physical address 1 Magless El Shaab Street - Gate No. 1 - Cairo, Egypt. Postal Address 11583 Building no. Mogamaa Building - Fifth floor - The Information Center. Room 502

WHEREAS the Supplier participated in the competition and submitted a bid in response to the said Invitation to Bid which forms an integral part of this Contract, and has represented and affirmed that it possesses the requisite qualifications, experience, skills and capability to provide the equipment and perform the services required under the Invitation to Bid;

Now therefore, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the Parties hereby agree as follows:

Article 1: Purpose of the Contract - Contract Documents - Order of precedence and definitions.

1.1 *Purpose of the Contract*

The Supplier hereby undertakes to carry out the Supply, Installation, of air conditioning system for the Egyptian Parliament

1.2 *Contract documents*

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:



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- (a) This contract;
- (b) The General Conditions of the Contract: Appendix A;
- (c) The Special Conditions of the Contract: Appendix B;
- (d) The Supplier's entire Tender document as accepted by the Purchaser, with its forms and annexes, and the Purchaser's entire Technical Requirements: Appendix C;

1.3 *Order of Precedence*

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of preference shall be the order in which the Contract Documents are listed in Article 1.2 (Contract Documents) above, provided that Appendix B shall prevail over all other provisions of the Contract and the other Appendices attached to the contract Agreement and over all the other Contract Documents listed in Article 1.2 above.

1.4 *Definitions*

Capitalized words and phrases used in this Contract shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2: Contract Price

Contract Price (Reference GCC Clause 1.1(a) (iv) and GCC Clause 10).

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the Performance by the Supplier of its obligations under the Contract. The Contract Price shall be **xxxxxxxxxxxxx (amount in words)** as specified in the Grand Summary Price Schedule Form 13 of the Supplier's Proposal. The Contract Price is fixed and shall be understood to reflect the terms and conditions used in the Specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms.

Article 3: Effective Date for Determining Time for Operational Acceptance

Effective Date (Reference GCC Clause 1.1 (e) (v)).

The time allowed for supply, installation, and achieving Operational Acceptance of the equipment shall be determined from the date the Contract is duly executed for and on behalf of the Purchaser and the Supplier.



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Article 4: Performance of the Contract and Sub-Contracting

- 4.1 The Supplier hereby agrees to provide the Services required under this Contract in accordance with the requirements set forth in this Contract and the Invitation to Bid. The Supplier undertakes to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the industry, having due regard for the nature and purposes of the Bank as an international organization and to ensure that the employees assigned to perform any Services under this Contract will conduct themselves in a manner consistent therewith. The Services will then be rendered in:- (1) an efficient, safe, courteous and businesslike manner; (2) in accordance with any specific instructions issued from time to time by the Bank; and (3) to the extent consistent with the above as economically as sound business judgment warrants. The Supplier shall provide the services of qualified personnel through all stages of the Contract. The Supplier shall promptly replace any member of its team that the Bank considers unfit or otherwise unsatisfactory. The Supplier represents and warrants that it is and will remain in compliance with all the applicable laws of any jurisdiction in which the Services shall be performed.
- 4.2 The Supplier may subcontract work relating to the Services/Works (only when the Supplier has notified the Purchaser in writing) to an extent and with such specialists and entities as may be approved in advance by the Purchaser, and shall submit to the Purchaser for prior approval the text of any proposed subcontract and any amendments thereto which may subsequently be proposed. Such notification and approval shall not relieve the Supplier from any liability or obligation under this Contract.
- 4.3 Notwithstanding such approval, the Supplier shall remain responsible for the performance of the Contract in every respect, as primary obligor to the Bank regarding the manner and standard of performance of the Services/works.

Article 5: Relationship of the Parties

Nothing contained in this Contract shall be construed as establishing or creating any special relationship between the Bank and the Supplier other than that of independent contractors. Accordingly, the Supplier hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Supplier and or its employees, agents, subcontractors and subcontractor's employees.

Article 6: Effective Date, Expiry, Modifications and Severability

- 6.1 This Contract shall enter into force upon its signature by the Parties (the date it is signed by the Party signing last in time being "the Effective Date"). Unless terminated, the Contract shall remain in force until the date on which**



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all obligations arising out of or under this Contract have been discharged, in accordance with the provisions of the attached Conditions of Contract.

- 6.2 No changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by the Parties.
- 6.3 In the event that any of provisions of this Contract and its attachments is held to be invalid, illegal or unenforceable, the other remaining terms, conditions and provisions shall remain in full force and effect, and the invalid, illegal or unenforceable term or provision shall be replaced by such valid, legal or enforceable term or provision as comes closest to the intention underlying the invalid, illegal or unenforceable term or provision.

Article 7: Privileges, Immunities and Exemptions accorded to the Bank

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

Article 8: Fraud and Corruption

- 8.1 The Supplier represents and warrants that no employee of the Bank involved in the award of this Contract, has received, or will receive, directly or indirectly, any benefit or advantage from the Supplier or its Associates, resulting from the award of the Contract or its performance.
- 8.2 If Supplier or its Associates is found to have engaged in any corrupt, fraudulent, coercive and or collusive practice in connection with this Contract, the Bank may, in its sole discretion, do any or a combination of the following: (i) declare void or terminate the Contract without liability for payment of the Contract price or any part thereof; (ii) declare the Supplier and its Associates ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Supplier.
- 8.3 For purposes of this Contract; “Corrupt Practice” means offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another. “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation. “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. “Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party, including any arrangement among Bidders (prior to or



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after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

FOR AFRICAN DEVELOPMENT BANK

**CHIEF REGIONAL GENERAL SERVICES AND PROCUREMENT OFFICER,
CORPORATE PROCUREMENT DIVISION (CHGS.2)**

Date

FOR

NAME

MANAGING DIRECTOR

Date

**FOR SUPPLY AND INSTALLATION OF AIRCONDITIONING SYSTEM FOR THE
PARLIAMENT OF EGYPT**



African Development Bank Group
Ref: ADB/ITB/CHGS/2017/0012

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APPENDIX-A

GENERAL CONDITIONS OF THE CONTRACT (GCC)



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General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

(a) Contract elements

- (i) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents. The agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
- (ii) "Contract Documents" means the following documents:
 - (a) The General Conditions of Contract (GCC)
 - (b) The Special Conditions of contract (SCC)
 - (c) The Technical Requirements (Including Implementation Schedule)
 - (d) The Supplier's Bid and the Price Schedules Forms (FORMS 3, 14, 15 and 16) including any amendments to these Documents.
- (iii) "Implementation Schedule" means the Implementation Schedule Chapter of the Technical Requirements.
- (iv) "Contract Price" means the Total Bid Price specified in the Supplier's Bid Form.
- (v) "Bidding Documents" refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier.

(b) Entities

- (i) "The Purchaser" or "the Bank" means the entity, the African Development Bank, purchasing the Information System.
- (ii) "Project Manager" means the person appointed by the Purchaser in the manner provided in GCC Clause 15.1 (Project Manager) and named as such in the SCC to perform the duties delegated by the Purchaser.
- (iii) "Supplier" means the person(s) whose bid to perform the Contract has been accepted and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the Supplier.
- (iv) "Supplier's Representative" means any person nominated by the Supplier and named as such in the Contract Agreement and approved by the Purchaser in the manner provided in GCC Clause 15.2 (Supplier's Representative) to perform the duties delegated by the Supplier.
- (v) "Subcontractor," means any person to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information



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Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier and includes its legal successors or permitted assigns.

- (vi) "Purchaser's Group" means the Purchaser, a subsidiary undertaking or holding company for the time being of the Purchaser, or a subsidiary or subsidiary undertaking for the time being of a holding company of the Purchaser.
- (c) Subject
- (i) "Information System," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.
 - (ii) "Subsystem" means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.
 - (iii)
 - (iv) "Goods" means all equipment, machinery, furnishings, materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.
 - (v) "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, pre-commissioning, commissioning, maintenance, and technical support.
 - (vi) "The Project Plan" means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 16 and the SCC, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's bid. For the sake of clarity, "the Agreed and Finalized Project Plan" refers to the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 16.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
 - (vii) "Software" means part of the System, which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
 - (viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"),



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operating systems, communications, system and network management, and utility software.

- (ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
- (x) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and such other Software as the parties may agree in writing to be Application Software.
- (xi) “Standard Software” means Software identified as such in the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.
- (xii) “Custom Software” means Software identified as such in the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.
- (xiii) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).
- (xiv) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.
- (xv) “Standard Materials” means all Materials not specified as Custom Materials.
- (xvi) “Custom Materials” means Materials developed by the Supplier at the Purchaser’s expense under the Contract and identified as such in the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
- (xvii) “Intellectual Property Rights” means any and all copyright, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- (xviii) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of



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the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.

(d) Activities

- (i) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the Incoterms specified in the Contract. .
- (ii) "Installation" means that the System or a Subsystem was specified in the Contract is ready for Commissioning as provided in GCC Clause 24.
- (iii) "Pre-commissioning" means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in the General Conditions of Contract (hereafter GCC) Clause 23.
- (iv) "Commissioning" means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 24.1, for the purpose of carrying out Operational Acceptance Test(s).
- (v) "Operational Acceptance Tests" means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed and Finalized Project Plan, in accordance with the provisions of GCC Clause 24.2.
- (vi) "Operational Acceptance" means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 24.3.

(e) Place and Time

- (i) "Purchaser's Country" is the host country of the Bank.
- (ii) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.
- (iii) "Project Site(s)" means the place(s) specified in the SCC for the supply and installation of the System.
- (iv) "Eligible Country" means the Bank's member countries eligible for participation in procurements financed by the African Development Bank. The Bank maintains a list of members' countries which Bidders, Goods, and Services are eligible to participate in procurement financed by the Bank.
- (v) "Effective Date" means the date of fulfillment of the following:
 - (a) The Contract has been duly signed for on behalf of the Purchaser and Supplier.
- (vi) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as specified in the SCC.
- (vii) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or



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Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) and other related services.

- (viii) "The Post-Warranty Services Period" means the number of years defined in the SCC (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide replacements of defective equipment maintenance, and/or technical support services for the system, either under this Contract or under separate contract(s).
- (ix) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

2. Interpretation

2.1 Language

Unless otherwise agree, all Contract Documents, all correspondence, and communications to be given shall be written in the language specified in the Special Conditions of Contract (hereafter SCC), and the Contract shall be construed and interpreted in accordance with that language.

2.2 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

2.3 Incoterms

The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by the current edition of Incoterms published by the International Chamber of Commerce, Paris, France

2.4 Joint Venture or Consortium

If the Supplier is a Joint Venture or consortium of two or more persons, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such persons to act as a leader with authority to bind



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the Joint Venture or consortium. The composition or constitution of the Joint Venture or consortium shall not be altered without the prior consent of the Purchaser.

3. Notices

Unless otherwise stated in the Contract, all notices to be give under the Contract shall be in writing and shall be sent by personnel delivery, special express courier, facsimile to the address of the relevant party as specified in the SCC, with the following provisions.

Any notice sent by facsimile shall be confirmed within three (3) days after dispatch by notice sent by special courier, or delivered personally, except as otherwise specified in the Contract

4. Governing Law

4.1 The Contract shall be governed by and interpreted in accordance with the laws of the country specified in the SCC.

5. Settlement of Disputes

5.1 Amicable settlement

5.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, within fourteen (14) days after one party has notified the other in writing of the dispute or difference, then the dispute can be referred to arbitration.

5.2 Arbitration

5.2.1 The interested party must give notice to the other party of its intention to commence arbitration, as provided below, as to the matter in dispute.

5.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 5.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

5.2.3 Arbitration proceedings shall be conducted before one (1) independent and impartial arbitrator: (i) in accordance with the UNCITRAL arbitration rules, (ii) in the place specified in the SCC, and (iii) in the language in which this Contract has been executed.



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5.2.4 Decisions that, according to: (i) UNCITRAL arbitration rules, need to be made by an appointing authority, shall be made by (ii) the Appointing Authority as specified in the SCC.

5.3 Notwithstanding any reference to arbitration in this clause,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
- (b) the Purchaser shall pay the Supplier any monies due to the Supplier;
- (c) the submission of any dispute between the parties shall not be construed as constituting a waiver, renunciation, or other modification of any right, immunity, privilege or exemption accorded to the Bank under the Agreement Establishing the African Development Bank, the Agreement Establishing the Temporary Relocation Agency of the African Development Bank and the African Development Fund in Tunisia, or any applicable law.

B. SUBJECT MATTER OF CONTRACT

6. Scope of the System

6.1 Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all , Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the equipment , in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.

6.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract. If such work is considered by both parties as a major deviation from the scope, then both parties shall agree on an equitable adjustment.

6.3 The Supplier's obligations (if any) to provide Goods and Services identified in the Related Services Price Schedule and Maintenance Cost Schedule Forms of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance,



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technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings.

7. Time for Commencement and Operational Acceptance

7.1 The Supplier shall commence work on the System within the period specified in the SCC, and without prejudice to GCC Clause 25.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan.

7.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) within the time specified in the SCC and in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Supplier shall be entitled.

8. Supplier's Responsibilities

8.1 The Supplier shall conduct all contracted activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

8.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract. However, the Supplier will not be liable if the Bank did not avail data and information to the Supplier necessary to the performance of the Contract and as a result of which the Supplier incurs additional costs for the successful performance of the Contract. In such event, both parties shall agree on an equitable adjustment.

8.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 16.3) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to



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provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 29.2.

8.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 9.3 and that are necessary for the performance of the Contract.

8.5 The Supplier shall comply with all laws in force in the Purchaser's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1.

8.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

8.7 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier under this contract and to have them audited by auditors appointed by the Bank, if so required by the Bank.

9. Purchaser's Responsibilities

9.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.

9.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 16) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section.

9.3 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.



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9.4 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.

9.5 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 24.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

9.6 The Purchaser will take all reasonable steps to obtain and provide to the Supplier all required consents necessary for the Supplier to provide the Services described in this Contract. A required consent means any consents or approvals required to give to the Supplier and its authorized subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products that the Purchaser uses, without infringing the ownership or license rights (including patent and copyright) of the providers and owners of such products".

C. PAYMENT

Contract Price

10.1 The Contract Price shall be as specified in the signed Bid Form (FORM 17)

10.2 The Contract Price shall be a firm lump sum not subject to any alteration, except:

- (a) in the event of a Change in the System;
- (b) in accordance with the price adjustment formula (if any) specified in the SCC.

10.3 The Contract Price of individual Supply Items or of Sub-systems delivered; installed, and made operational adheres to the following terms:

- (a) Foreign Goods. Goods supplied from outside the host country are priced on a DDU basis. The named place of destination and other specific requirements for the contract of carriage shall be as specified in SCC
- (b) Domestic Goods. Goods offered from within the host country shall be priced free of customs duties and all taxes levied by the host country. The place of delivery is as specified in SCC.

10.4 Services required by the Contract (such as inland transport and cargo insurance for domestic goods; software development; system installation, customization, integration, commissioning, and testing; training; technical support; and other services necessary for



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proper installation and operation of the Information System), shall be priced free of all taxes levied by the host country

10.5 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

11. Terms of Payment

11.1 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 19.1.1 and upon fulfillment of other obligations stipulated in the Contract.

The Contract Price shall be paid as specified in the SCC.

11.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).

11.3 Not applicable.

11.4 All payments shall be made in the currencies specified in the Contract, pursuant to GCC Clause 10.

11.5 Unless otherwise specified in the SCC, payment of the Contract Price for Goods and Services supplied from outside the Purchaser's Country shall be made to the Supplier through a confirmed irrevocable sight letter of credit to be issued by the Purchaser's bank, the terms and conditions of which will be agreed prior to issuance. It is agreed that the letter of credit will be subject to the latest revision of Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce, Paris.

12. Securities

12.1 Issuance of Securities

The Supplier shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below.

12.2 Advance Payment Security

12.2.1 The Supplier may, if it wishes and provided the performance security has been submitted and other Contract conditions fulfilled, receive an advance payment of no more than ten (10) percent of the Contract Price against delivery of an Advance Payment Security as specified in the SCC.



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12.2.2 The security shall be in the form provided in the Bidding Documents (FORM 12) or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. The security shall be returned to the Supplier immediately after its expiration.

12.3 Performance Security

12.3.1 The Supplier shall, within ten (10) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the SCC.

12.3.2 The security shall be in the form of a bank guarantee or standby irrevocable sight letter of credit, in favor of the Bank, issued by an eligible banking institution acceptable to the Bank. The letter of credit shall be confirmed in the Purchaser's host country by a reputable bank, acceptable to the Purchaser. The format of the security shall be substantially in accordance with the sample form of Performance Security (FORM 11) included in these Bidding Documents.

12.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than thirty (30) days after its expiration.

12.3.4 The security shall be reduced:

- (a) pro rata by the portion of the Contract Price payable for any Subsystem(s) that has achieved Operational Acceptance, if permitted by the Contract, on the date of such Operational Acceptance;
- (b) by the amount specified in the SCC, to reflect Operational Acceptance of the entire System, on the date of such Operational Acceptance, and provide for reduced coverage during the Warranty Period and Post Warranty period.

13. Taxes and Duties

13.1 Except for the tax exemptions and privileges the Purchaser and/or its operations is entitled to, or as otherwise specifically provided in the Contract, the Supplier shall bear and pay all taxes, duties, levies, and charges assessed on the Supplier, its Subcontractors, or their employees by all municipal, state, or national government authorities, both within and outside the Purchaser's Country, in connection with the Goods and Services supplied under the Contract.



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13.1 Subject to its tax exemptions and privileges referred to in Clause 13.1 above, the Purchaser shall bear and promptly pay all customs clearance costs, sales or other indirect taxes imposed by law on the Purchaser in the Purchaser's Country on the Goods supplied under the Contract.

D. INTELLECTUAL PROPERTY

14. Agreements and Confidential Information

14.1 The Purchaser will have all rights, title and interest (including ownership of copyright and other Intellectual Property rights) in all of materials created and delivered to the Purchaser by the Supplier. The Supplier warrants that it will deliver all materials created under this Contract, to the Purchaser, and will not retain any copies of such materials, or use, give or permit such materials to be given to, or used by any third party without obtaining the prior written consent of the Purchaser. Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

(a) be:

(i) Valid throughout the territory of the Purchaser's Country and in any other country where the Purchaser maintains an office or rent facilities for its operations (or such other territory as specified in the SCC)

(ii) subject to additional restrictions (if any) as specified in the SCC.

(b) Permit the Software to be:

(i) reproduced for safekeeping or backup purposes;

(ii) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;

(iii) disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Purchaser may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract;

(iv) disclosed to, and reproduced for use by, the Purchaser or by the Purchaser's Group and by such other persons as are specified in the SCC (and the Purchaser may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract, in accordance with the terms and conditions of the license to be granted by either the Supplier or by the editor of non Supplier software.

For purposes of this section, the term "Product" shall mean equipment provided under this contract and related materials. If a third party claims that a Product the Supplier provides



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to the Purchaser infringes the third party's patent or copyright, the Supplier will defend the Purchaser against that claim at its own expense, and pay all costs, damages, and attorneys' fees that a court or other arbitral body finally awards against the Supplier, or are included in a settlement approved by the Supplier, save that the Purchaser shall be at liberty to elect the legal representation for its defence, provided that the Purchaser notifies the Supplier promptly in writing, of such a claim. The Supplier accepts, however, that this does not preclude the Purchaser from exercising all other rights, privileges, immunities and defenses to which it is entitled under this Contract.

14.2 The Purchaser and the Supplier ("the Receiving Party") shall each keep confidential and shall not, without the prior written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information (all information being regarded as "Confidential Information") for a period of 5 (five) years following the date of disclosure of such Confidential Information, whether such information has been furnished or generated or discovered prior to, during, or following termination of the Contract. The provisions of this Clause 14.2 shall survive the termination, for whatever reason, of the five-year contractual relationships or any longer period as may be specified in the SCC.

The recipient may use in its business activities, ideas, concepts and know how of the recipients' employees who have had access to this information under this Agreement, subject to clause 14.1 above.

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

15. Representatives

15.1 Project Manager

The Purchaser's Project Manager is named in the SCC. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of such change to the Supplier without delay.

15.2 Supplier's Representative

15.2.1 The Supplier's Representative is named in the SCC.

15.2.2 Subject to the extensions and/or limitations specified in the SCC (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract. The Supplier's Representative shall give to the Project Manager all the Supplier's notices, instructions, information, and all other communications under the Contract.

16. Project Plan



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16.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.

16.2 The Supplier shall formally present to the Purchaser the Project Plan in accordance with the procedure specified in the SCC.

16.3 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract.

16.4 The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Purchaser in the format and frequency specified in the Technical Requirements or as the parties may agree in writing.

17. Subcontracting

17.1.1 If applicable, a List of Approved Subcontractors attached to the Contract shall specify critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser.

18. Design and Engineering

18.1 Technical Specifications and Drawings

18.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice. The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

18.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.

18.2 Approval/Review of Technical Documents by Project Manager

18.2.1 The Supplier shall prepare and furnish to the Project Manager the documents as specified in the SCC for the Project Manager's approval or review. Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.



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18.2.2 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

19. Procurement, Delivery, and Transport

19.1 Unless otherwise specified in the SCC, the Supplier will provide the Purchaser with shipping and other documents, as specified below:

- 1) For Goods supplied from outside the Purchaser's Country:

Upon shipment, the Supplier shall notify the Purchaser by facsimile or electronic mail, with the full details of the shipment. The Supplier shall, within 24 hours after shipment, transmit by facsimile or electronic mail copy of the airway bill or clean on board Bill of lading and a copy of the invoice to the Purchaser. The full set of original documents will be handled as per the terms and conditions of the letter of credit specified in GCC 11.5.

19.2 Customs Clearance

- (a) The Purchaser shall bear responsibility for customs clearance of goods into the host country in accordance with the Incoterms used for pricing of foreign goods.

20. Product Upgrades

20.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier products originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest models of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.

20.2 At any point during performance of the Contract, for equipment still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country.

20.2 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to clients of the Supplier, and no later than three (3) months after they are released in the country of origin. In no case will the prices for this Software exceed those quoted by the Supplier in the Recurrent Costs Form in its bid.



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20.3 During the Warranty Period unless otherwise specified in the SCC, the Supplier shall provide and install at no additional cost (i.e. labor, software and incidental costs) to the Purchaser all new versions, releases, and updates for all Software that are used in the System, within thirty (30) days of their availability from the Supplier, and no later than three (3) months after they are released in the country of origin of the Software. The Purchaser shall allow the introduction of all new versions, releases or updates of the Software provided that the new version, release, or update does not adversely affect current System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects current System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update.

21. Implementation, Installation and Other Services

21.1 The Supplier shall provide all Services specified in the Contract and Agreed and Finalized Project Plan in accordance with the highest standards of professional competence and integrity.

21.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser's Country for similar services.

22. Inspections and Tests

22.1 The Purchaser or an Agent duly authorized by the Purchaser shall have the right, at its own cost, to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the Supplier's facilities prior to shipment, at the point of delivery and/or at the Project Site.

23. Installation and Commissioning of the equipment

23.1 The installation, commissioning and closing of every component of the project shall be in accordance with the Supplier's Statement of Work and Methodology for implementation.

24. Operational Acceptance

24.1 Operational Acceptance Tests

The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser, but shall be conducted with the full cooperation of the



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Supplier during Commissioning of the System (or Subsystem[s] if specified in the Contract), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.

24.2 Operational Acceptance

24.2.1 Subject to GCC Clause 24.3 (Partial Acceptance) below, Operational Acceptance shall occur within seven (7) days in respect of the System, when

- (a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan or
- (b) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.

24.2.2 At any time after any of the events set out in GCC Clause 24.2.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an **Operational Acceptance Certificate**.

24.2.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

- (a) issue and operational acceptance Certificate of arrange organize and hold a final project workshop;
- (b) notify the Supplier in writing of any defect or deficiencies, or other reason for the failure of the Operational Acceptance Tests and or, ; and
- (c) issue the Operational Acceptance Certificate, if satisfied.

24.3 Partial Acceptance

24.3.1 If specified in the Contract, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificates) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 24.3.2.



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24.3.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 24.3.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as a whole (if specified in the Contract) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

24.3.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.

F. GUARANTEES AND LIABILITIES

25. Operational Acceptance, Time Guarantee, Defect Liability and Maintenance Commitment

25.1 The Supplier guarantees that it shall complete the Supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, if specified in the Contract) within the time periods specified in the Implementation Schedule in the Technical Requirements Section and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 7.2, or within such extended time to which the Supplier shall be entitled.

25.2 If the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems if specified in the Contract) within the time for achieving Operational Acceptance specified in the Implementation Schedule in the Technical Requirement or the Agreed and Finalized Project Plan, or any extension of the time for achieving Operational Acceptance previously granted, the Supplier shall pay to the Purchaser liquidated damages at the rate specified in the SCC as a percentage of the Contract Price.

25.3 Unless otherwise specified in the SCC, liquidated damages payable under this GCC Clause 25.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule in the Technical Requirements and/or Agreed and Finalized Project Plan. This Clause 25.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.

25.4 The Supplier warrants that the services and goods supplied under this Contract shall be free from defect in the design, engineering, materials and workmanship that prevent the System and/or any of its components from fulfilling the Technical



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requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements, and are fit for the purposes of the Contract.

25.4.1 Maintenance: Supplier commits to ensure the following activities over the Warranty and Post Warranty Periods.

- 1 Hardware Maintenance: Supplier shall provide both preventive and corrective maintenance services as per the terms of the Maintenance Contract and Service Level Agreement, which are an integral part of this Contract. Manufacturer's hardware warranty normally covers repair and spare parts replacement and shall be provided at no additional cost (i.e. labor, spare parts and incidental expenses) to the Purchaser except for any cost directly linked to special requirements of the Maintenance Contract and the Service Level Agreement not covered by manufacturer's warranty.
- 3 Technical Support: Supplier shall provide all support related services stipulated in the maintenance contract and service level agreement and elsewhere in this Contract.

25.5 In addition, the Supplier warrants that: (i) all Goods components to be incorporated into the System from part of the Supplier's and/or Subcontractor's current product lines, (ii) they have been previously released to the market, and (iii) those specific items identified in the SCC (if any) have been in the market for at least the minimum periods specified in the SCC.

25.6 The Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for the length of time specified in the SCC.

25.7 If during the Warranty and Post Warranty Periods any defect, as described in GCC Clause 25.4 and/or the corresponding SCC, should be found in the design, engineering, Materials, and workmanship of the Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defective parts, hardware and software; and at its sole cost, repair, replace, or otherwise make good such defect as well as any damage to the System caused by such defect. Supplier shall also replace, as part of its maintenance duty under this warranty, parts which have become non-performing as a result of normal wear and tear.

25.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence.



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25.9 The Supplier may, with the consent of the Purchaser, remove at its cost any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site.

25.10 The Supplier commits to fully comply with the terms and conditions of the Maintenance Contract and Service Level Agreement. The terms of the Maintenance Contract and Service Level Agreement (also referred to as SLA) shall apply during the one (1) year Warranty Period called for in this Bid. The Service Level Agreement shall also apply during the Post Warranty Period as an integral part of the two (2) year Maintenance Contract which shall automatically take effect on the last day of the Warranty Period.

25.11 The Post Warranty Period shall commence automatically on the Day the Warranty Period expires. The start of the Post Warranty period coincides with the entry in force of the Maintenance Contract, which shall extend for the length of time specified in the SCC.

26. Functional Guarantees

26.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 24 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.

G. RISK DISTRIBUTION

27. Insurances

27.1 The Supplier shall at its own expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

As applicable, 110 percent of the price of the Information Technologies and other Goods in the currency of the contract, covering the Goods from physical loss or damage during shipment through receipt at the Project Site. The insurance should cover ALL RISKS including War, strikes, civil commotion etc.

(b) Installation "All Risks" Insurance



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As applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

(c) Third-Party Liability Insurance

On terms as specified in the SCC, covering bodily injury or death suffered by third parties (including the Purchaser’s personnel) and loss of or damage to property, such as the Purchaser’s property including the Information System and any subsystem that have been accepted by the Purchaser, the building housing the Purchaser’s site and all equipment and appurtenances thereto, occurring in connection with the supply and installation of the Information System.

27.2 The Purchaser shall be named as loss-payee under all insurance policies taken out by the Supplier pursuant to GCC Clause 27.1, except for the Third-Party Liability, and the Supplier’s Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 27.1 except for Cargo Insurance during Transport of goods to be supplied under the contract.. All insurers’ rights of subrogation against such loss-payee and co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

27.3 The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect during the performance of this Contract.

27.4 Circumstances may arise where, because of a default on the Supplier's part or other liability, the Purchaser is entitled to recover damages from the Supplier. In each such instance, regardless of the basis on which the Purchaser is entitled to claim damages from the Supplier (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), the limit of liability of the Supplier shall be US\$10,000,000 (Ten million United States dollars) (or the equivalent in Tunisian Dinars at the date of payment). Under no circumstances, however, will the Supplier, its subcontractors or program developers be liable for loss of, or damage to, data, unless such loss or damage is attributable to the Supplier, or for indirect damages.”

28. Force Majeure

28.1 “Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- (a) war, rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts etc.



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28.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

28.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance.

29. Termination

29.1 Termination for Purchaser's Convenience

29.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 29.1.

29.1.2 Upon receipt of the notice of termination under GCC Clause 29.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) remove all Supplier's equipment from the site, repatriate the Supplier's and its Subcontractor's personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- (c) in addition, the Supplier shall:
 - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
 - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the system, as at the date of termination, and as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
 - (iii) deliver to the Purchaser all non proprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

29.1.3 In the event of termination of the Contract under GCC Clause 29.1.1, the Purchaser shall pay to the Supplier the following amounts:



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- (a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;
- (b) the costs reasonably incurred by the Supplier in the removing of the Supplier's personnel and Equipment from the site.
- (c) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 29.1.2 (a); and
- (d) the costs of satisfying all obligations, commitments and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by Paragraphs 29.1.3 (a) through (d) above.

29.2 Termination for Supplier's Default

29.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 29.2:

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest without authorization; or
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, materials provided under this Contract.

For the purposes of this Clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and includes, inter alias, bribery and extortion or coercion which involve threats of injury to person, property or reputation; and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among bidders or between



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bidders and Purchaser (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels.

29.2.2 If the Supplier:

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the System promptly;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed and Finalized Project Plan at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 29.2.

29.2.3 Upon receipt of the notice of termination under GCC Clauses 29.2.1 or 29.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Paragraph 29.2.3 (d) below;
- (c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
- (d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;



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- (e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

29.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

29.2.5 Subject to GCC Clause 29.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 29.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

29.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 29.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 29.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 29.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

29.3 Termination by Supplier

29.3.1 If:

- (a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the SCC, or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Supplier's notice; or



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- (b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 29.3.1, forthwith terminate the Contract.

29.3.2 If the Contract is terminated under GCC Clauses 29.3.1 then the Supplier shall immediately:

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 29.3.3 (d) (ii);
- (c) remove all Supplier's Equipment and personnel from the site.
- (d) In addition, the Supplier, subject to the payment specified in GCC Clause 29.3.3, shall:
 - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
 - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
 - (iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

29.3.3 If the Contract is terminated under GCC Clauses 29.3.1, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 29.1.3.



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29.4 In this GCC Clause 29, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

29.5 In this GCC Clause 29, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid pursuant to the SCC.

30. Assignment

30.1 The Supplier shall not, without the express prior written consent of the Purchaser, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under this Contract.



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APPENDIX-B

**SPECIAL CONDITIONS OF THE CONTRACT
(SCC)**

Special Conditions of Contract (SCC)



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Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the GCC. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. CONTRACT AND INTERPRETATION

1. Interpretation (GCC Clause 2)

GCC 2.1	The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract not otherwise specified in the Technical Requirements shall be: English
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2. Notices (GCC Clause 3)

GCC 3	<p>For The Purchaser</p> <p>Notices for the Purchaser shall be delivered to:</p> <p>The Division Manager of CGSP.2, African Development Bank,</p> <p>For The Supplier</p> <p>Notices for the Supplier shall be delivered to:</p> <p>.....</p> <p>.....</p> <p>.....</p>
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3. Governing Law (GCC Clause 4)

GCC 4	The Contract shall be interpreted in accordance with the laws of: England excluding its conflicts of law provisions.
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4. Settlement of Disputes (GCC Clause 5)

GCC 5.2.3 (ii)	Arbitration proceedings shall be conducted in Abidjan under the auspices of the London International Court of Arbitration .
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GCC 5.2.4 (i)	The rules of procedure for Arbitration are as specified above in connection with GCC Clause 5.2.3 (i).
GCC 5.2.4 (ii)	The London International Court of Arbitration shall serve as the Appointing Authority under the UNCITRAL arbitration rules.

B. SUBJECT MATTER OF CONTRACT

5. Scope of the System (GCC Clause 6)

GCC 6.3	The Supplier's obligations under the Contract will include the costs for supply of equipment and implementation period, warranty and post warranty costs, as identified in the Price Schedule Form 13 in the Supplier's Financial Bid.
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6. Time for Commencement and Operational Acceptance (GCC Clause 7)

GCC 7.1	The Supplier shall commence work on the System within: As specified in the agreed and finalized Project Plan.
GCC 7.2	Operational Acceptance will occur as specified in the agreed and finalized Project Plan.

C. PAYMENT

7. Contract Price (GCC Clause 10)

GCC 10.1	The Contract price shall be the price indicated on the Bid Form (FORM 17).
GCC 10.2 (b)	Adjustments to the Contract Price shall be as follows: Prices quoted by the Bidder shall be: "fixed" for goods and services supplied during the implementation and the Warranty Period; and for goods during the Post Warranty Period.
GCC 10.3 (a)	(a) Foreign Goods The named place of destination shall be the Parliament of Egypt Physical address 1 Magless El Shaab Street - Gate No. 1 - Cairo,



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	<p>Egypt. Postal Address 11583 Building no. Mogamaa Building - Fifth floor - The Information Center. Room no. 502 Contract of carriage shall be as per Incoterms used (DDU CAIRO).</p>
GCC 10.3 (b)	<p>Goods delivered from within the host Country: Physical address 1 Magless El Shaab Street - Gate No. 1 - Cairo, Egypt. Postal Address 11583 Building no. Mogamaa Building - Fifth floor - The Information Center. Room no. 502</p>

8. Terms of Payment (GCC Clause 11)

GCC 11.1	<p>Subject to the provisions of GCC Clause 11 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier upon delivery and acceptance of the cost elements in the manner specified in the RFP:</p> <p>Payment will be made by cheque or bank transfer within 30 days after receipt and acceptance of the solution (accompanied by “as build documentation” and User Acceptance Report or from receipt of a properly signed invoice whichever is later.</p> <p>Warranty and Post Warranty Period Costs:</p> <p>Yearly installments at the beginning of each billing period (quarterly at the beginning of each quarter)</p>
GCC 11.5	No other specification.



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9. Securities (GCC Clause 12)

GCC 12.2	The Supplier shall provide, prior to an advance payment under the signed contract, an Advance Payment Security in the amount and currency of the Advance Payment specified in GCC Clause 12.2.1 above.
GCC 12.3.1	Performance Security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Purchaser for an amount equal to 10% of the Contract Price excluding any Recurrent Costs associated with the Post Warranty period.
GCC 12.3.4 (b)	During the Warranty Period and after Operational Acceptance of the System), the Performance Security shall be returned within 28 days after issuance of acceptance certificate exclusive of the Recurrent Costs associated with the Post Warranty period.(NA)

D. INTELLECTUAL PROPERTY

10. Agreements and Confidential Information (GCC Clause 14)

GCC 14.1 (a) (i)	As stated in GCC
GCC 14.1 (a) (ii)	Use of the equipment shall be subject to the following additional restrictions: none .
GCC 14.1 (b) (iv)	In addition to the persons specified in GCC Clause 14.1 (b) (iii), the Software may be disclosed to, and reproduced for use by, the African Development Bank's staff working in its regional offices or other facilities in member countries. Not applicable
GCC 14.2	As stated in GCC 14.2.

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE.

11. Representatives (GCC Clause 15)

GCC 15.1	BANK (AfDB) (Parliament of Egypt)
GCC 15.2.1 Managing Director P.O. Box



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	Cairo
GCC 15.2.2	Not Applicable

12. Project Plan (GCC Clause 16)

GCC 16.1	<p>Chapters in the Project Plan shall address the following subjects:</p> <ul style="list-style-type: none"> (a) Project Organization and Management Plan; (b) Delivery and Installation Plan; (c) Pre-commissioning and Operational (d) Acceptance Testing Plan; (e) Warranty Service Plan; (f) Task, Time, and Resource Schedules; (g) Post-Warranty Service Plan (if applicable); and (h) Technical Support Plan (if applicable).
GCC 16.2	<p>Within seven (7) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. The Purchaser shall, within seven (7) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 16.2, “non-conformities” below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser who shall in turn notify the Supplier of remaining non-conformities if any.</p>
GCC 16.5	<p>The Supplier or his Representative (must be appointed and notified to the Purchaser with details of terms of reference) shall submit to the Purchaser the following reports:</p> <ul style="list-style-type: none"> (a) Weekly progress reports, summarizing: <ul style="list-style-type: none"> (i) results accomplished during the prior period; (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan; (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule; (iv) other issues and outstanding problems; proposed actions to be taken; (v) resources that the Supplier expects to be provided by



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	<p>the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;</p> <p>(vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.</p> <p>The following reports may be requested</p> <ol style="list-style-type: none"> (1) inspection and quality assurance reports (2) training participants test results (3) weekly log of service calls and problem resolutions
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13. Subcontracting (GCC Clause 17)

GCC 17	No Special Conditions of Contract applicable to GCC Clause 17.
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14. Design and Engineering (GCC Clause 18)

GCC 18.3.1	<p>The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents.</p> <ol style="list-style-type: none"> 1. Detailed site surveys; 2. Other documents to be determined by the Project manager before commencement of work.
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15. Procurement, Delivery, and Transport (GCC Clause 19)

GCC 19.1.1	As specified in the GCC.
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16. Product Upgrades (GCC Clause 20)

GCC 20.4	As specified in the GCC.
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17. Commissioning and Operational Acceptance (GCC Clause 24)

GCC 24.2.1	As specified in the Technical Requirements and/or Agreed in the Finalized Project Plan.
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F. GUARANTEES AND LIABILITIES

18. Operational Acceptance and Time Guarantee (GCC Clause 25)

GCC 25.2	Liquidated damages shall be assessed at 0.50% per week . The maximum liquidated damages are 10% of the Contract Price , or relevant part of the Contract Price if the liquidated damages apply to a Subsystem.
GCC 25.3	Liquidated damages shall be assessed only with respect to achieving Operational Acceptance.
GCC 25.6	The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or subsystem and extend for twelve (12) months .
GCC 25.11	The Post Warranty Period (M) shall begin automatically on the last day of the Warranty Period and extend for 24 months . (NA)

G. RISK DISTRIBUTION

19. Insurances (GCC Clause 27)

GCC 27.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of equivalent to the contract price without any deductible for loss of or damage to property and unlimited for bodily injury. The Insurance shall cover the period from beginning at the date of commencement of the contract and ending at the date the Contract expires. At any time prior to or after the commencement of work, the Purchaser may require the Supplier to produce evidence that a proper and valid insurance policy has been taken out.
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