Selection of an Event Management Firm to organize the Africa Investment Forum

REF: RFP/ADB/CHGS/2017/0126
SUMMARY DESCRIPTION

PART I – SELECTION PROCEDURES AND REQUIREMENTS

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

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

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

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

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

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

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

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

PART II – CONDITIONS OF CONTRACT

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

Dear Sir/Madam,

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

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

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

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

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

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

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

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

______________________________
Division Manager
Corporate Procurement Division
General Services and Procurement Department
SECTION 2 - INSTRUCTIONS TO BIDDERS

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

2. Procurement Ethics, Integrity, Anti-corruption and Fairness
   2.1. It is the Bank’s policy that bidders/suppliers to the Bank observe the highest standard of ethics during the procurement process and execution of such contracts. In pursuance of this policy, the Bank shall reject a proposal if it determines that the bidder, or any of its personnel, agent, consultant, subcontractor or service provider, has, directly or indirectly, engaged in “Corrupt”, “Fraudulent”, “Collusive”, “Coercive” or “Obstructive” practices in competing for the contract in question. These terms are defined in the General and Specific Conditions. The Bank may also declare the bidder ineligible for participation in future procurement and award of contracts, either indefinitely or for a stated period of time.
   2.2. A bidder/supplier who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank shall reject a proposal if it determines that any such gift has been offered.
   2.3. All bidders/suppliers are required to comply with the Code of Conduct for Suppliers in the General and Specific Conditions.

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

4. Joint Venture
   4.1. Where a joint venture or any other form of partnership (JV) approach is proposed, bidders are required to provide full details of the JV and nature of relationship with other JV members. Bidders forming a JV shall nominate an authorized representative of the JV (duly evidenced by submitting a power of attorney signed by a legally authorized representative of the JV) who shall have the authority to conduct all business for and on behalf of all members and enter into the contract. Each member shall meet the eligibility criteria as defined in the Presidential Directive.
   4.2. A JV shall comprise no more than four members. At least one member shall provide 40% of the contract sum and each of the other members shall provide at least 20% of the contract sum.
   4.3. All members shall be jointly and severally liable for the performance of any resulting contract.

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

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

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

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

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

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

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

8. **Site Visit / Pre-Bid meeting**

8.1. If provided in the RFP Data Sheet, bidders are invited to attend a site visit and pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any 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 RFP Data Sheet, to reach the Bank no later than one week before the meeting.

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

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

**PREPARATION OF PROPOSALS**

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

10. **Language of Proposals**

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

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

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

- Technical Proposal Questionnaire; and
- Financial Proposal Questionnaire.

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

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

15. **Meeting the Bank’s requirements**

15.1. Unless otherwise provided, bidders shall meet the Bank’s requirements by the deadline for submission of proposals.

15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank determine whether the bidder has the required capability, experience, knowledge and expertise to satisfactorily perform the contract.

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

17. **Samples and Inspection**

17.1. The Bank may request samples at any time during the procurement process. If requested, bidders shall provide samples free of charge. A bidder who fails to provide the required samples shall be disqualified. The Bank makes no guarantee that the samples will be returned or the condition of samples upon completion of evaluation. Samples shall be returned at the bidders' own cost.

17.2. If provided in the RFP, the Bank shall conduct an inspection of the goods and services during the procurement process either at the bidder’s premises or at the Bank’s offices. Such inspection shall not relieve the bidder from any of its obligations under the contract. The Bank shall notify bidders in writing of the details of any inspection. The Bank shall not be responsible for the expenses incurred by the bidder for such inspection.

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

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

20. **Alternative Proposals** - The Bank shall not consider any variation to its requirements ("Alternative Proposal") unless expressly permitted in the RFP Data Sheet. If an Alternative Proposal is permitted, the Alternative Proposal shall be accompanied by a fully compliant proposal, i.e. one that meets the minimum technical requirements. The bidder shall quote the
The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Proposal of the successful bidder shall be considered.

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

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

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

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

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

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

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

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

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

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

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

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

33. **Modification / Withdrawal of Proposals** – Bidders may modify or withdraw proposals prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw proposals after the deadline for submission.

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

33.2. **Proposals submitted by mail, courier or hand-delivery** - The bidder’s modification or withdrawal shall be prepared, sealed, marked and dispatched as per the instructions set out in 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** – Proposals shall be opened as soon as possible after the deadline for submission. The record of the bid opening shall be made available as soon as possible on the Bank’s website.

**EXAMINATION OF PROPOSALS**

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

36. **Clarification of Proposals**

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

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

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

36.1.3. Undertake site visit to any bidder; or

36.1.4. Contact referees provided by any bidder.

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

37. **Determination of Responsiveness**

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

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

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

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

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

37.2.1. If accepted, would:
37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;
37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank’s rights or the bidder’s obligations under the proposed contract; or
37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.

37.3. The Bank shall examine the technical proposals to determine whether proposals are substantially responsive with the requirements.

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

**BID EVALUATION**

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

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

**AWARD OF CONTRACT**

40. **Award Methodology**

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

41. **Contract Award**

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

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

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

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

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

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

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

45. **Award Protest Procedure** – The Bank has a complaint procedure as set out in the Presidential Directive. An unsuccessful bidder wishing to make a complaint must inform the Bank within seven (7) days of notification of the Bank’s contract award decision.
46. **Contractual Relationship** - The contractual relationship shall be governed by the General and Specific Conditions and shall include the description of goods/technical specification/terms of reference, the successful bidder’s technical and financial proposal. No other terms and conditions put forward at any time by the bidder shall form part of the contract.

47. **Performance Security**

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

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

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

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

48. **Advance Payment**

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

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

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

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

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

**FURTHER ASSISTANCE**

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

51. **Assistance** – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact tender@afdb.org and quote the tender reference.
| § 1 | The goods and services to be provided to recruit an events management firm to ensure the effective preparation, management and execution of the 2018 Africa Investment Forum (AIF) due to take place in South Africa during November 2018, as outlined in Section 4.  |
| § 1 | To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria:  |
| Eligibility of Bidders, Goods and Services: Goods and services procured by the Bank shall be produced in a member country of the Bank and supplied by bidders from a member country of the Bank.  |
| Eligibility Criteria: a bidder shall not normally be eligible if any of the situations in the Presidential Directive concerning the rules for corporate procurement activities of the Bank apply.  |
| Financial Standing: An average turnover of at least 3,000,000 USD equivalent per annum for the last three years 2014, 2015, 2016 or latest. A bidder shall demonstrate current soundness of financial position and its long-term profitability.  |
| General and Specific Experience: a bidder shall have a minimum of five (5) years experience and successfully or substantially implemented as a prime contractor at least two (2) projects of a similar nature and complexity (the contracts cited shall be at least 70% complete) in the last 5 years.  |
| Historical Contract Performance and Pending Litigation: a bidder shall demonstrate the ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract.  |
| Conflict of Interest: a bidder shall have no actual or potential conflict of interest that would call into question its participation in the procurement process and award of contract.  |

| § 7 | Request for clarification and/or request for change to the RFP shall be sent in writing: by electronic mail: tender@afdb.org., The request shall be received by the Bank no later than: 19 December 2017 at 5:00P.M local time Abidjan.  |
| § 8 | The Bank shall organize a pre-bid conference: YES on 18 December 2017 at 09H300 local time Abidjan.  |
| Bidders can attend meeting by video or audio conference.  |
| Questions for the pre-bid conference shall be submitted to tender@afdb.org  |
| The site pre-bid conference is a mandatory requirement :NO  |
| § 10 | The language of proposals and all correspondence is: English  |
| § 20 | Alternative proposals are accepted: NO  |
| § 24 | The prices shall be expressed in USD |
| § 25 | The Bank’s requirement is divided into lots NO |
| § 26 | The minimum period of validity of proposals is ninety (90) days from the deadline for submission of proposals. |
| § 27 | Bid security is required YES in the form of a bid Securing Declaration. Bidders are required to complete the bid-securing declaration form to secure their proposal. Any proposal not supported by a bid-securing declaration will be automatically disqualified. Bidders should use the bid-securing declaration form in Section 6. Bid securing declaration shall be valid for twenty-eight (28) days beyond the period of validity of proposals. |
| § 28 | The deadline for submission of proposals is 15 January 2018 at 15h00, local time Abidjan |
| § 31 | Proposals shall be submitted electronically via the AfDB e-Procurement portal at: NO |
| § 32 | Proposals shall be submitted by mail, courier or hand delivery: YES Proposals shall be sent to the following address and the external envelope shall bear the following information: African Development Bank Corporate Procurement Division General Services and Procurement Department HQ Building 17th Floor N° 17 S24 Avenue Joseph Anoma Cote d’Ivoire RFP – DO NOT OPEN UNTIL BID OPENING DAY Reference: ADB/RFP/CHGS/2017/0126 Selection of An Event Planner for the Africa Investment Forum RFP Closing Date and Time: 15 January 2018 at 15h00 local time Abidjan |
| § 47 | Performance security is required: NO |
| § 48 | Advance payment will be provided to the successful bidder: NO. |
| § 49 | The Bank shall retain 10% of the contract sum until the end of the defects liability period: NO. |
SECTION 4 – DESCRIPTION OF GOODS / TECHNICAL SPECIFICATION / TERMS OF REFERENCE

SOURCING AN EVENT SUPPLIER FOR THE AFRICA INVESTMENT FORUM

1. Background/ Context

The African Development Bank Group is a multilateral development finance institution established in 1964 to fight poverty and promote sustainable economic growth and social progress in Africa. It has made some $110 billion of loans and grants, in more than 4000 different operations. In 2014, it disbursed some $7.3 billion.

Increasing private investment into Africa is critical for accelerating development. The Bank is uniquely positioned as the distinctive platform for driving private investments into the continent to foster inclusive and sustainable development. To do so, an annual Forum bringing together investors and projects is needed.

The Africa Investment Forum (AIF) will be a meeting place between international investors interested in Africa, African investors, enterprises with concrete investment needs, and selected government leaders to work out ways to boost private sector investments in Africa. The AIF will showcase bankable projects, attract financing, provide platforms for investing across multiple countries and will enable serious discussions around advancing specific projects and transactions. It will also serve as a unique forum for international business and social impact investors looking to transact and deploy funds in Africa and act as an avenue for connecting investors with both private sector and public-private partnership projects throughout the continent. The AIF will be a place to yearly take stock of ongoing efforts and to make new commitments and deals as well as to raise awareness about the investment opportunities in Africa.

First, the African Development Bank will pool efforts with other institutions to augment the project pipeline to accelerate work on closing the investment gap. Second, the AIF will deliberately bring together investors, high quality projects and investment opportunities to strike deals among private sector participants and government and bring them forward. Third, development finance institutions will come together at the Forum to de-risk those investments, mutualizing risk sharing and unblocking otherwise good deals. Building upon good work already taking place in specific sectors, and specific organizations, the AIF will bring all efforts together in one place for maximum deal volume and with the right participants.

The AIF will also be a safe but informal environment where investors can have candid discussions with key African policymakers and public decision makers to remove blocks that stop them from progressing a project or transaction and reaching financial closure. Discussions held at the AIF will shape the business and regulatory environment to accelerate economic investment in Africa as well as to push governments to make the right decisions affecting projects and transactions.

Putting investors and deals together is not enough and appropriate follow up will be key. The Bank will develop a tracking system for projects coming out of the AIF and for building the following year’s pipeline of projects and transactions. The AIF Deal Tracker will ensure that progress is
made in a deliberate and purposeful way. The AIF will become the central knowledge hub for the collection and use of big data on Africa's investment flows through this tracking, providing a positive feedback loop into the discussions taking place at each AIF event.

1. **Scope of the Event**

The forum will take place in Johannesburg at the Sandton Convention Center.

Duration of the event: for 3 days 7 to 9 November 2017.

Estimated number of participants: Seven hundred (700) including 100 VIP.

2. **Duties and responsibilities of the Events Management Firm**

The principal objectives are to:

(a) ensure that preparations of the Africa Investment Forum ("Events") are done in a timely manner, based on a timeline to be provided by the Bank;

(b) ensure that the facilities particularly for conferences, accommodation, transport (air and land), information technology, media, catering, meet the required standards communicated by the Bank, as well as for international events of at least similar size and status such as the Annual Meetings of Multilateral Development Banks, World Economic Forum, etc.;

(c) Work closely with the Africa Investment Forum Team in the President's Office as well as other staff of the Bank to ensure the effective preparation, management and execution of the Events, in accordance with the highest international standards;

(d) Inform the Project Manager regularly of the critical issues that may delay adherence to deadline and targets;

**Tasks for Event Management Firm** In collaboration with the AIF team of the African Development Bank the event supplier will be responsible for the following:

a) **Logistic Support**

- Negotiate with hotels to secure preferential rates for participants to the event on behalf of the Bank
- Provide an application for to the registration of participants
- Handle accommodation/hotel bookings for participants
- Manage room allocation with the hotels
- Provide a Reception and orientation desk at the Airport with at least one (1) French speaking agent at any time during the event
- Provide a shuttle service between Airport and official Hotels as well as between the official Hotels and the Venue. The Event Manager is expected to negotiate with the selected hotel for the provision of transfers free of charge.
- Arrange transport for VIPs from airport to hotel and from hotel to Airport after the event. The Event Management Firm will provide a provisional quotation for VIP transport keeping in mind that the Bank may have it provided by the Gauteng Province.
- Handle reception and check-in at the hotels
- Provide a Registration desk with dedicated staff including 4 French speaking agents in the main venue or nearby
- Manage Security, Police and Protocol aspects
- Provide security services including, production of identification badges, accreditation, and access control

Manage the catering for all official lunches and dinners during the event (the menu design) for 500 to 1,000 participants

- Provide IT infrastructure of the event including wifi deployment in venue and official hotels and designated business centers

b) **Equipment and management of meeting rooms**

- Equipment and management of the room layout including: the provision of audiovisual and sound equipment, storage of tables and chairs, installation of easels, and the verification of sound and projection devices
- Provide adequate number of printers and laptops
- Supply and installation of exhibition stands
- Setting up different session rooms and spaces (press conference room, staff office, security office, bilateral rooms, networking lounges, bilateral room for the President)
- Handle aspect of the different sessions that will be taking place during the event
- Provide furniture such as sofas and seating arrangements for bilateral meetings at the venue in the event that the furniture at the conference center is not suitable
- Provide signage for the venue
- Manage all sessions of the forum (microphones, nameplates, etc.)
- Testing of equipment the day before the event
- Orientation of participants, support and installation
- Manage meeting related documentation

c) **Communication**

- **Visual communication (branding)**
  - In collaboration with the heads of the conference center, ensure the branding and design of the venue making sure the brand of the Bank is highly visible (cladding) both electronically (screen projection) and with printed materials
  - It is expected that the 5 to 8 boardrooms, 1 plenary, 20 bilateral rooms and 2 to 3 lounges for the delegates will be needed.
  - Provide banners for the spaces of the conference site. Provide reels in the hotel lobby and in the meeting rooms

  **These media must be available 5 days before the start of the conference.**

- **Audio-visual communication (multimedia) in collaboration with PCER**
  - Support the organization of the virtual conference simultaneously with the conference in situ (video streaming);
• Film and web streaming for 5 sessions including opening and closing ceremonies
  ▪ Produce a best of the conference
  ▪ Develop a video editing area

External Communications
- Organization of media coverage for the event (newspapers, television, radio, internet
- Writing and sending "Media Alert" to announce the event to the media
- Arrange for a pre-event press conference collaboration with the Communications team
- Handle distribution of press release (before and after the event)
- Handle Communication with Authorities
- Production of information and promotional materials
- Brochure summarizing scheduling of the day and recap of previous day activities
- Organization of onsite communication

3. Key Qualifications of the Events Management Firm

- The assignment requires the services of a solid Events Management Firm established in one or several Bank Group member countries with a minimum of 5 years of experience organizing large international events. Having organized events in South Africa is an added advantage. The selected firm is required to have performed 2 similar projects within the last 5 years.

- The Firm must demonstrate knowledge of, and extensive experience in, planning, organizing and efficiently managing major international events of similar size and status for International Financial Institutions (IFIs) or similar entities; with a satisfactory record of integrity and business ethics supported by merit certificates and/or list of corporate clients.

- The Events Management Firm shall have at least, experienced and bilingual (French and English) staff.

- Ensure that preparations of the Events are done in a timely manner;

- Provide support and assistance to AfDB missions on all non-statutory matters related to the preparation and management of the Events;
- Provide advice to the Presidency
- Inform the Bank Group regularly of the critical issues that may delay adherence to deadline and targets;

4. Consultation and Interaction with the Office of the President

- In performing its duties and responsibilities under the contract, the Firm shall regularly consult and interact with the Office of the President. This will include 3 to 4 visits to the venue of the meeting including during Bank visits to the venue of the meeting.

- The Firm will work closely with the host city and other agencies and institutions in the country that may have to provide facilities for organizing the Meetings. Representatives of
the Firm will either be in the host country or should visit there regularly to monitor activities on the ground.

5. Outputs/Deliverables

- The Firm shall successfully deliver the 2018 Africa Investment Forum

6. Reporting

- The Firm shall prepare and submit to the Bank for review and comments, weekly reports, as agreed, on progress on all aspects of the preparation of the meeting including key statistics on the participants during and at the end of the Events;

- The Firm shall also submit the result of the survey of participants to be carried out at the end of each Event.

7. Insurance Requirements

- The selected Event Management Firm shall assume all responsibility for its actions and those of anyone else working for it while engaged in or travelling to or from any activity connected with this contract. The Event Management Firm shall subscribe to adequate insurance coverage to protect it and the Bank from any property damage, bodily injury, or other claims arising from their execution of this contract.

- The Firm shall procure and maintain adequate General Liability (CGL) providing for a total combined single limit for bodily injury, property damage and financial loss either consequential or not, of USD 1,000,000.00 per each and every occurrence at a minimum. Whatever the limit insured by the Contractor it will never constitute a waiver of recourse from the Client for that part of the loss over the sum insured. This policy shall provide coverage for any claim whatever its nature and date, either occurring during the provision of services or as a consequence of the provision of services (claim basis).

- The Firm shall provide and thereafter maintain insurance against all risks in respect of its own property and equipment, and other property and equipment in its custody, used for the execution of this Agreement.

- The Firm shall provide and thereafter maintain all appropriate Workmen's Compensation and Employer’s Liability Insurance, or their equivalent as prescribed by applicable laws of the country of work, with respect to its employees to cover claims for personal injury or death in connection with this Agreement.

- The Firm shall also be responsible for medical insurance coverage for its experts and employees performing the Services hereunder in accordance with relevant industry norms and standards. The Bank shall have no responsibility whatsoever for such coverage or for any medical expenses that the Firm or its employees, agents, affiliates, contractors, subcontractors or other persons deriving authority from the Firm may incur.
Evidence of the insurance coverage shall be provided in the form of a certificate or policy, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract.

8. Oral Presentations
The Bank will request the bidders to make an oral presentation to clarify aspects of their submission and also participate in a question and answer session. The purpose of this would be to evaluate the Event Management Firm capabilities as specified in this Terms of Reference. The presentation must be made by one or more of the personnel who will manage or supervise contract performance upon award to the bidder.

9. Disaster recovery
The Bank requires that contractors take measures to ensure their capability of continuing to provide services in accordance with the requirements of any contract in the event that the contractor’s normal place of business is threatened or affected by a disaster, labor dispute or other unforeseen circumstances. Bidders should provide details of the current disaster recovery and business continuity program they may have in place and how this would ensure continuous provision of the required services if contract is awarded.

10. Focal Point in the Bank
The focal point in the Bank for the Assignment shall be the Office of President. The Office of the President shall support and provide necessary guidance to the Firm in performing the Assignment.

11. Contribution of the Bank
In order to assist the Firm to successfully complete the assignment, the Bank will provide information and assistance as necessary or appropriate.

12. Duration of Assignment
The assignment will be for a period of (1) one year with a possibility of renewal if the Bank is satisfied.

13. Performance Evaluation
The Bank will conduct post-event evaluation of the Event Management Firm’s performance in relation to the Africa Investment Forum. The performance evaluation shall be communicated to the Supplier for its comments. The Bank may proceed with termination of contract agreement in the event of sub-standard performance in accordance with the terms of the contract agreement.

14. Sustainable Procurement
The bidder should consider how the contract can be delivered in an environmentally and socially responsible manner.
SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

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

2) A two-stage process shall be adopted in evaluating proposals. Proposals shall be ranked according to technical score (Nt) and financial score (Nf) using the weights (T = the weight given to the technical proposal, 70%), (F = the weight given to the financial proposal 30%) (T + f = 1).

3) The final score shall be calculated as follows:

\[ \text{Final Score (NG)} = (Nt \times T\%) + (Nf \times F\%) \]

TECHNICAL EVALUATION

4) Bidders shall obtain a minimum of 70 points following evaluation of technical proposals (“Qualifying Technical Score”) to be considered for financial evaluation. Bidders obtaining less than the Qualifying Technical Score shall be rejected.

The Bank shall carry out the evaluation applying the evaluation criteria and point systems specified on the next page. Each responsive proposal shall be attributed a technical score based on the Technical Evaluation (weighing 70%) and live Demonstration (weighting 30%)
# Technical Evaluation (weight 70 %)

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Technical Competence and Experience of the Bidder</td>
<td>30</td>
</tr>
<tr>
<td>1.2 General Organizational Capability which is likely to affect implementation (e.g. Financial stability, project management controls, partnership and networks, etc.)</td>
<td>15</td>
</tr>
<tr>
<td>- Annual turnover declining over the last three years (0 points)</td>
<td></td>
</tr>
<tr>
<td>- Annual turnover stable or increasing over the last three years (10 points)</td>
<td></td>
</tr>
<tr>
<td>1.3 Experience with similar projects (event with 700 participants)</td>
<td>15</td>
</tr>
<tr>
<td>- Two (2) certificate of satisfactory performance (10 points)</td>
<td></td>
</tr>
<tr>
<td>- Over three (3) certificates of satisfactory performance (15)</td>
<td></td>
</tr>
<tr>
<td><strong>2</strong> Proposed Methodology and Approach</td>
<td>30</td>
</tr>
<tr>
<td>2.1 Degree of understanding of the Terms of Reference</td>
<td>5</td>
</tr>
<tr>
<td>2.2 Adequacy of technical approach and methodology for implementation of the tasks to deliver the expected outputs and the degree of detail of such outputs.</td>
<td>10</td>
</tr>
<tr>
<td>2.3 Relevance of Work Organization, Structure and Composition of the proposed team for successful implementation of this project.</td>
<td>10</td>
</tr>
<tr>
<td>2.4 Disaster recovery plan as articulated in Methodology</td>
<td>5</td>
</tr>
<tr>
<td><strong>3</strong> Work Plan and Schedule</td>
<td>20</td>
</tr>
<tr>
<td>3.1 The sequence of activities and tasks, and their planning are logical, realistic and promise efficient implementation of the project.</td>
<td>10</td>
</tr>
<tr>
<td>3.2 The proposed work plan proposes service levels and related indicators, quality assurance procedures, complaint management process, etc.</td>
<td>10</td>
</tr>
<tr>
<td><strong>4</strong> Management Structure and Key Personnel</td>
<td>20</td>
</tr>
<tr>
<td>4.1 Team Leader – Event Manager</td>
<td>10</td>
</tr>
<tr>
<td>- Relevant Education (Training in Event Management and Project Management) – 4 points</td>
<td></td>
</tr>
<tr>
<td>- Professional Experience 7 years in the area of event management (attach CV) – 4 points</td>
<td></td>
</tr>
<tr>
<td>- Knowledge of the region – 2 points</td>
<td></td>
</tr>
<tr>
<td>4.2 Event Management Specialist (Back-up Manager)</td>
<td>10</td>
</tr>
<tr>
<td>- Relevant Education Training in Event Management and Project Management – 4 points</td>
<td></td>
</tr>
<tr>
<td>- Professional Experience 5 years in the area of event management (attach CV) – 4 points</td>
<td></td>
</tr>
<tr>
<td>- Knowledge of the region – 2 points</td>
<td></td>
</tr>
<tr>
<td>TOTAL TECHNICAL SCORE</td>
<td>100</td>
</tr>
</tbody>
</table>
Demo Evaluation (weight in final technical score = 30%)

The Live demonstration will account for 30% of the final technical evaluation score. The mode of demonstration can be physical or remote. The demonstration will among other cover the following: Demo Evaluation Criteria Max Points:

<table>
<thead>
<tr>
<th>Demo Evaluation Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of the demo (exhaustively, scope of the demo, coverage)</td>
<td>40</td>
</tr>
<tr>
<td>Visual representation of previous events managed by the bidders</td>
<td>40</td>
</tr>
<tr>
<td>Disaster recovery plan and measures</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100 points</strong></td>
</tr>
</tbody>
</table>

5) The bidders obtaining the Qualifying Technical Score shall be notified of the opening of financial proposals. The financial proposals shall be opened and checked for completeness and corrected for computational errors.

FINANCIAL EVALUATION

6) The financial proposals shall be evaluated in accordance with the formula below. The bidder or bidders with the lowest financial proposal (Fm) shall be given 100 points. The financial scores of the other bidders (F) shall be computed as follows:

\[
N_f \text{ (financial score)} = 100 \times \frac{F_m}{F}
\]

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

FINAL RANKING

7) The bidder or bidders with the highest combined technical and financial score will be ranked first and eligible for award of the contract.

AWARD OF CONTRACT

8) The Bank will sign the contract with the bidder who attained the highest combined technical and financial score and with whom satisfactory price, terms and conditions have been agreed.
POST-QUALIFICATION

9) Prior to award of the contract, the Bank may undertake a site visit to a prospective bidder’s premises, contact referees and carry out due diligence review in order to validate the information provided in the proposal.

10) The selected bidder will be required to provide an insurance certificate for professional liability of the bidder.
SECTION 6 – TECHNICAL PROPOSAL QUESTIONNAIRE
(To be included in the Technical Proposal)

STATEMENT OF CONFORMITY

To the African Development Bank
Abidjan, Cote d’Ivoire

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2017/0126 and have no reservation to the RFP including addendum issued;

(b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;

(c) We offer to provide the goods and services in conformity with the RFP;

(d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract;

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

(f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;

(g) We understand that the Bank’s policy requires bidders and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;

(h) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;

(i) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;

(j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;

(k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

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

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

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

Name ____________________________ In the capacity of ____________________________

Signature __________________________

Email ____________________________

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

Dated on ____________________________ Official Stamp
**Appendix 6B**

*(To be included in the Technical Proposal)*

**BIDDER INFORMATION SHEET**

<table>
<thead>
<tr>
<th>1. Bidder’s Legal Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>2. In case of joint venture or any other form of partnership (JV), legal name of each party:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>3. Bidder’s actual or intended Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>4. Bidder’s actual or intended Year of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>5. Bidder’s legal address in Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>6. Bidder’s Authorized Representative Information:</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>7. Attached are copies of original documents of:</td>
</tr>
<tr>
<td>Articles of Incorporation or Registration of firm named and information on the capital structure.</td>
</tr>
<tr>
<td>In case of JV, letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Organizational chart of the company and list of current staff</td>
</tr>
</tbody>
</table>
PARTY TO JOINT VENTURE INFORMATION SHEET

1. Bidder’s Legal Name:

2. JV’s Party legal name:

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

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

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

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

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

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 proposals.

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

STATEMENT OF CONFORMITY AND BID SUBMISSION FORM

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 and bid submission form in the format provided.

A power of attorney shall be attached, if applicable.

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

<table>
<thead>
<tr>
<th>ELIGIBILITY CRITERIA</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>N/A</td>
</tr>
</tbody>
</table>
### PASS/FAIL CRITERIA

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

- **The bidder is from a member country of the Bank.**
- If yes, provide evidence, such as, articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.

- **The goods and services offered are produced in a member country of the Bank.**
- If yes, provide evidence, such as, operating license, information on origin of goods and services.

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

- **The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business**
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
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<td>Joint venture and any other form of partnership (JV)</td>
<td>All partners combined</td>
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<tr>
<td></td>
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<td>activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>The bidder has been evaluated as</td>
<td></td>
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</tbody>
</table>
## PASS/FAIL CRITERIA

<table>
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<tr>
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<td></td>
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<tr>
<td>Each partner</td>
<td>No</td>
<td></td>
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<tr>
<td>At least one partner</td>
<td></td>
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<tr>
<td>Having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.</td>
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<tr>
<td>The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.</td>
<td></td>
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</tr>
<tr>
<td><strong>The bidder shall not be subject to any of the situations above for a PASS</strong></td>
<td></td>
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<tr>
<td><strong>JV (if applicable)</strong></td>
<td></td>
<td></td>
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<tr>
<td>N/A</td>
<td></td>
<td></td>
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<tr>
<td>Existing or intended JV must meet requirement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
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<tr>
<td>The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.</td>
<td></td>
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</tr>
<tr>
<td>The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.</td>
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<td></td>
</tr>
<tr>
<td>Provide contact details of authorized representative of the JV and power of attorney signed by a legally</td>
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</tbody>
</table>
### PASS/FAIL CRITERIA

<table>
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<tr>
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<td>Each partner</td>
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</tr>
</tbody>
</table>

Authorized representative of the JV.

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.

### FINANCIAL STANDING

See below

The bidder has a minimum turnover of at least USD 3,000,000 equivalent for the last three years 2014, 2015, 2016 or latest.

If yes, provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the past three years 2014, 2015, 2016 or the latest.

If the laws of the bidders’ country of establishment do not require audits, bidders may submit their balance sheets certified by a registered...
## PASS/FAIL CRITERIA

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

accountant and supported by copies of tax returns for the past three years 2014, 2015, 2016 or the latest.

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

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

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

### GENERAL AND SPECIFIC EXPERIENCE

| See below |

The bidder has been in business for the past five (5) years providing event management services?

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

RFP Quality and Price – open competition (version March 2016)
# PASS/FAIL CRITERIA

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<td></td>
<td>At least one partner</td>
<td>Yes</td>
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</table>

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).

The bidder has experience in at least two (2) similar contracts as a prime contractor within the last five (5) years, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP.

If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 5 years.

The bidder shall have been in business for the last five (5) years and has the experience and capability to provide the goods and services required for a PASS.
### PASS/FAIL CRITERIA

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

### 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) terminated in the last three (3) years for unsatisfactory performance or default.

Bidders shall complete the litigation history form.

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

Bidders shall complete the litigation history form.

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

### CONFLICT OF INTEREST

- **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.
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
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<td></td>
<td></td>
<td>All partners combined</td>
<td>Each partner</td>
</tr>
</tbody>
</table>

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

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

Remarks (Accept/Reject for the next stage)
(To be included in the Technical Proposal)

**LITIGATION HISTORY**

Name of Bidder: ________________________ RFP Reference: ________________________

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

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

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

- ☐ □ Contract non-performance did not occur during the stipulated period
- ☐ □ Contract non-performance during the stipulated period

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

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

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

**Pending Litigation**

- ☐ □ No pending litigation
- ☐ □ Pending litigation

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

Name of Purchaser: ________________________ Address of Purchaser: ________________________
Contract description: ________________________ Contract award date: ________________________
Matter in dispute: ________________________
CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

- Are you an employee or stakeholder of the Bank?

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>In the capacity of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed:</td>
<td></td>
</tr>
<tr>
<td>Duly authorized to sign this proposal for and on behalf of:</td>
<td></td>
</tr>
<tr>
<td>Dated on:</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 6G

(To be included in the Technical Proposal)

PROPOSAL / METHODOLOGY / DESCRIPTION OF THE APPROACH / SOLUTION

In this section, the Bidder should provide a comprehensive description of how he will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. A framework is provided below to guide and assist the Bidders in structuring their Technical Proposals.

a) Technical Approach, Methodology, and Organization of the Bidder’s team. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

b) Work Plan and Staffing. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), critical path, method for monitoring and reporting, action items indicating party responsible for implementation [i.e., Bidder or the Bank], period required to commence services, and tentative delivery dates of the reports. The proposed work plan should proposed service levels and related indicators, Quality assurance procedures, complaint management process, warranty, etc. and should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) Technical Competence and Experience: {Please provide the client with the list of major customers and description of type of services provided. Provide data/information on, at least three previous contracts of a similar nature.}

d) Comments (on the TOR and on counterpart staff and facilities): {Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

e) Bidders should provide details of the current disaster recovery and business continuity program they may have in place and how this would ensure continuous provision of the required services if contract is awarded.
FORM OF BID-SECURING DECLARATION

Date: [insert date (as day, month and year)]

Bid No.: ADB/RFP/CHGS/2017/0126

To: African Development Bank

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the African Development Bank for a period of three years starting from the date of bid submission, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorised to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on __________ day of ________________, _______ [insert date of signing]

Corporate Seal (where appropriate)
African Development Bank Group  
Reference: ADB/RFP/CHGS/2017/0126

Appendix 6I  

(To be included in the Technical Proposal)

AVERAGE ANNUAL TURNOVER

RFP Reference: ADB/RFP/CHGS/2017/0126

The Bidder’s financial capacity to mobilize and sustain the Services is imperative. In the Proposal, the Bidder is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last three (3) years, supported by audit letters, 2) certified financial statements for the last three (3) years, supported by tax returns, or if not required by the law of the Bidder’s country, other financial statements acceptable to the Bank. If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit their financial statements.

Additionally, the following financial data form shall be filled out for the Bidder and all named associates. The Bank reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.

Bidder’s Legal Name: ___________________________ Date: _____________________

JVCA Partner Legal Name: ____________________________ No.: __________________

<table>
<thead>
<tr>
<th>Annual turnover data (construction only)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year</strong></td>
</tr>
<tr>
<td>2016</td>
</tr>
<tr>
<td>2015</td>
</tr>
<tr>
<td>2014</td>
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</tbody>
</table>

Services may be disqualified.

<table>
<thead>
<tr>
<th>Financial (US$ ) Information</th>
<th>Historical information for the previous three (3) years (most recent to oldest in USD equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information from Balance Sheet</td>
<td>Year 2016</td>
</tr>
<tr>
<td>(1) Total Assets (TA)</td>
<td></td>
</tr>
<tr>
<td>(2) Current Assets (CA)</td>
<td></td>
</tr>
<tr>
<td>(3) Total Liabilities (TL)</td>
<td></td>
</tr>
<tr>
<td>(4) Current Liabilities (CL)</td>
<td></td>
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<tr>
<td>-----------------------------</td>
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<tr>
<td>Information from Income Statement</td>
<td></td>
</tr>
<tr>
<td>(5) Total Revenue (TR)</td>
<td></td>
</tr>
<tr>
<td>(6) Profits before Taxes (PBT)</td>
<td></td>
</tr>
<tr>
<td>Net Worth (1) – (3)</td>
<td></td>
</tr>
<tr>
<td>Current Ratio (2) / (4)</td>
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</tr>
</tbody>
</table>
(To be included in the Technical Proposal)

RESUME OF PROPOSED PERSONNEL

RFP Reference: ADB/RFP/CHGS/2017/0126

The Bidder shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

<table>
<thead>
<tr>
<th>Name of Bidder</th>
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<tbody>
<tr>
<td>Position*</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Personnel information</th>
<th>Name*</th>
<th>Date of birth</th>
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<tbody>
<tr>
<td></td>
<td>Professional qualifications</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Present employment</th>
<th>Name of employer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address of employer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Telephone</th>
<th>Contact (manager / personnel officer)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fax</td>
<td>E-mail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job title</th>
<th>Years with present employer</th>
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</thead>
</table>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<table>
<thead>
<tr>
<th>From*</th>
<th>To*</th>
<th>Company / Project / Position / Relevant technical and management experience</th>
</tr>
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<tbody>
<tr>
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SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE
Appendix 7A

(To be included in the Financial Proposal)

BID SUBMISSION FORM

To the African Development Bank
Corporate Procurement Division
Abidjan, Cote d’Ivoire

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2017/0126 and have no reservation to the RFP including addendum issued;

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

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

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

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

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

Name ____________________________
In the capacity of ______________________
Signature ____________________________
Duly authorized to sign this proposal for and on behalf of: ____________________________
Dated on ____________________________
Official Stamp ____________________________
### Price Schedule

<table>
<thead>
<tr>
<th>Serial No.</th>
<th>Description</th>
<th>Estimated Quantities¹</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fees of the Event Service Provider</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Insert description and details of all costs elements:</td>
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<td></td>
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<tr>
<td></td>
<td>1. Charge for a management support</td>
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<td></td>
<td>2. Charge for a technical support</td>
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<td></td>
<td>3. Charge for an administrative and logistics support</td>
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<td></td>
<td>4. Other (<em>Please specify</em>)</td>
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<tr>
<td>2</td>
<td>Costs related to the provision of Conference Infrastructure</td>
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<tr>
<td></td>
<td>Insert description and details of all costs elements:</td>
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<tr>
<td></td>
<td>1. Conference facilities/Partitioning</td>
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<td></td>
<td>2. Meeting facilities</td>
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<td></td>
<td>3. Equipment</td>
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<td>4. Translation facilities and equipment</td>
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<td></td>
<td>5. Other (<em>Please specify</em>)</td>
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<tr>
<td>3</td>
<td>Costs related to Registration of Participants</td>
<td></td>
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<tr>
<td></td>
<td>1. Other overhead amount</td>
<td>700</td>
<td></td>
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<tr>
<td></td>
<td>2. Bidder shall indicate unit prices per participant</td>
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<td></td>
<td>3. Production and printing of Name badges</td>
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<td></td>
<td>4. Help Desk (at least 1 French speaker at all times)</td>
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<td>4</td>
<td>Costs related to Accommodation</td>
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<tr>
<td></td>
<td>Actual costs will be paid either by the participants or the Bank for those sponsored</td>
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</tbody>
</table>

¹ The Bidders are requested to estimated quantities of the inputs (e.g. personnel, equipment, facilities, etc.) for satisfactory delivery of the related expense category that shall be aligned with their technical proposals.
<table>
<thead>
<tr>
<th></th>
<th>Costs related to Catering Services</th>
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<tr>
<td></td>
<td>The cost of actual meals will be covered by the Bank</td>
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<tr>
<td></td>
<td>Insert description and details of all costs elements:</td>
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<tr>
<td></td>
<td>1. Negotiate catering services terms and conditions</td>
<td></td>
<td>700</td>
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<td></td>
<td>2. Manage catering services at venue</td>
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<td></td>
<td>3. Other (Please specify)</td>
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<td>5</td>
<td>Costs related to Information Technology</td>
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<td>Insert description and details of all costs elements:</td>
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<tr>
<td></td>
<td>1. Advisory services and coordination</td>
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<td></td>
<td>2. Equipment rental costs</td>
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<td>3. Other (Please specify)</td>
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<td>6</td>
<td>Costs related to Hospitality and Transportation Services</td>
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<td></td>
<td>Insert description and details of all costs elements:</td>
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<tr>
<td></td>
<td>1. Arrangement for an orientation desk at the Airport with at least one (1) French speaking agent at all times from the 6 to the 9 November 2018</td>
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<tr>
<td></td>
<td>1. Other (Please specify)</td>
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<tr>
<td>7</td>
<td>Costs related to External Communication (bidders are encouraged to propose innovative solutions)</td>
<td></td>
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<td></td>
<td>Insert description and details of all costs elements:</td>
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<td></td>
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<tr>
<td></td>
<td>1. Communication with Authorities</td>
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<td></td>
<td>2. Production of information and promotional materials for number of participant</td>
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<td></td>
<td>3. Production of a brochure summarizing scheduling of the day and recap of previous day activities</td>
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<td>4. Media and Press Coverage</td>
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<td></td>
<td>5. Other (Please specify)</td>
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</table>

**TOTAL AMOUNT**
SECTION 8 – PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

ARTICLE 3: ELIGIBILITY

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

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

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

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

      o It has its registered office or has its principal place of business in a country that is a member of the Bank;
      
      o Its legal existence is recognized and is in accordance with the laws of a country that is a member of the Bank; and
      
      o The majority of its capital is held by nationals from a Member Country of the Bank or, if the Business has no capital, more than half of the value of the members contributions to the Business has been contributed by nationals from a Member Country of the Bank.

3.3 In order to be eligible:

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

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

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

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

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

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

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

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

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

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

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

a) as a matter of law or official regulation, the country where the contract is to be performed prohibits commercial relations with that particular country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods, Services, Real Estate and Works, or
b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the country where the contract is to be performed prohibits any import of Goods from, or payments to, that particular country or Vendor.

DEFINITIONS

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

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

Business means any incorporated or unincorporated organization recognized by the laws of a Member Country of the Bank that has the capacity of entering into contracts and of offering Goods, Services, Real Estate and Works.

Contractor means a Vendor who has entered into a contract with the Bank for the provision of Goods, Services, Real Estate or Works.

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

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

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

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

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

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

<table>
<thead>
<tr>
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<td>Angola</td>
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<td>Central African Rep.</td>
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<td>Chad</td>
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<td>Côte d'Ivoire (HQ)</td>
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<td>Democratic Rep of Congo</td>
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<td>Djibouti</td>
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<td>17</td>
<td>Equatorial Guinea</td>
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<td>Republic of South Africa</td>
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### NON REGIONAL COUNTRIES

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<td>United Kingdom</td>
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<td>United States of America</td>
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PART II – GENERAL AND SPECIFIC CONDITIONS
1.1 Constitution of Agreement

1.1.1 For the purpose of these General Terms and Conditions for the Purchase of Goods and Services (the “GTC”), the “Bank” shall mean the African Development Bank and “Supplier” shall mean the party to the Agreement offering goods or services to the Bank.

1.1.2 The Agreement may include Special Conditions, Terms or Reference or any other documents expressly provided as being an integral part of the Agreement. Any reference to “Agreement” in these GTC also refers to the Agreement’s complementary documents.

1.1.3 The submission of any bid shall constitute acceptance of the GTC, except to the extent they may be modified by Special Conditions included in the Agreement.

1.2 Representations

1.2.1 The Supplier represents and warrants that:

(i) The Supplier has title to the goods and is fully qualified to sell, lease, or license such goods or that is has all required skills, experience, authorizations, licenses and permits necessary for the performance of the Services, as applicable;

(ii) The Supplier is not prohibited from bidding for a public procurement under the laws of the jurisdiction under which the Supplier operates;

(iii) The Supplier warrants that it has not been debarred from supplying goods or services by any international organization;

(iv) The Supplier ensures that wages of his personnel, their hours of work and the other labor conditions are at least as favorable as those established for work of the same character in the trade or industry concerned in the area where the work is carried out; and

(v) The Supplier conforms to all relevant laws and regulations of the country where the goods are to be delivered and where the services are to be performed.

1.2.2 The Supplier declares that it is fully cognizant of its obligations under Special Conditions and undertakes to comply with the Code of Conduct of the Bank regarding suppliers that is attached to the Agreement.

1.2.3 The Supplier acknowledges that the Bank is entitled to verify the accuracy and veracity of the statements listed in paragraph 1.2.1 above. The Supplier shall facilitate the verification of the statements and shall complete any formality and provide any documents as may be required by the Bank.

1.3 Performance of Agreement

1.3.1 The Supplier shall not assign, transfer or subcontract any of its obligations under this Agreement, unless authorized in writing by the Bank. It shall be solely responsible for the performance of the Agreement in every respect.

1.3.2 Unless otherwise specified by or agreed with the Bank, the Supplier shall indicate the Agreement number on all invoices, shipping documents, packing slips, packages and correspondence, which shall be addressed to the Bank unless otherwise stated.

1.3.3 The Supplier shall immediately report to the Bank in writing any problems encountered which may jeopardize the performance of the Agreement.

1.3.4 The Supplier shall not engage in engaged in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practices in connection with the Agreement, the Bank may at its discretion, do any one or combination of the following: (i) void or terminate the Agreement; (ii) declare the Supplier ineligible to enter into contracts in connection with matters financed by the Bank; or (iii) pursue legal proceedings against the Supplier. For the purposes of this paragraph:

(i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the procurement process or in Agreement execution.

(ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract or Purchase Order to the detriment of the Bank, and includes collusive practice among Bidders, or between bidders and Bank staff (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

(iii) “Coercive practice” is an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;

(iv) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) “Obstructive Practice” means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from...
disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Bank’s inspection and audit rights;

1.3.5 Trade terms shall have the meanings assigned to them in the latest edition of INCOTERMS.

1.3.6 The Supplier shall be responsible for obtaining and renewing at its own cost and in due time such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Bank to perform this Agreement.

1.4 Environmental Protection

1.4.1 The Supplier shall ensure that the work performed under the Agreement meets the legal requirements in force on the environment, safety, human health and preservation. It must be able to justify compliance at any time during the performance of the Agreement and during the warranty period upon request of the Bank.

1.4.2 In case the legal requirements referred to in paragraph 14.1 above evolves during the performance of the Agreement, any changes requested by the Bank to comply with the new requirements shall be effected through an amendment of the Agreement.

1.5 Liability, Immunities and Applicable Law

1.5.1 The financial liability of the Bank under the Agreement shall not exceed the total amount specified in the Agreement.

1.5.2 Nothing in the Agreement or relating thereto shall be construed as constituting a waiver of the privileges or immunities of the Bank.

1.5.3 The Agreement shall be governed by, enforced and construed in accordance with the laws of England.

1.6 Insurance

1.6.1 Prior to the commencement of the work under this Agreement, the Supplier shall obtain and maintain at its own expense for the duration of this Agreement, appropriate insurance coverage with appropriate loss limits, including any such insurance as required by the law of the country of incorporation or license and by the country where the goods are to be delivered or where the services are to be performed. Upon request, the Supplier shall provide the Bank with certificates of insurance for this insurance coverage.

1.7 Documents

1.7.1 The Supplier shall furnish all documents and technical information, including any information necessary for the maintenance or operation of the goods, that the Bank may deem necessary, in the language requested.

1.8 Changes to Agreement and Amendments

1.8.1 The Bank may, at any time, by written order designated or indicated to be a change order, make changes to the Agreement or any part thereof within the general scope of the Agreement, provided the stage reached in the performance of the Agreement so allows.

1.8.2 If any such change increases or decreases the cost of and/or the time required for the performance of any part of the Agreement, an equitable adjustment shall be made in the Agreement price or time schedule or both, and this Agreement shall accordingly be amended. No change in, modification of, or revision to this Agreement shall be valid unless in writing and signed by an authorized representative of the Bank.

1.8.3 The parties may agree to amend this Agreement, provided that such amendment is mutually agreed to in writing by the parties.

1.9 Taxes

1.9.1 Supplies for the Bank are exempted from taxes and customs duty in accordance with Article 57 of the Bank's Charter. Accordingly prices shall be quoted or invoiced free and clear of all applicable taxes, including value added tax, sales tax, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority.

1.9.2 If a Supplier is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoice and the Supplier shall provide to the Bank any additional information or document as may be required by the Bank for obtaining the requisite exemption.

1.10 Payment terms

1.10.1 In no event shall the Bank be required to pay for any goods or services not expressly identified in the Agreement.

1.10.2 Prices indicated in the Supplier's bid shall be deemed to be firm, complete and not subject to revision. The prices are deemed to include all fees and charges, ordinarily included with the goods and services, including those relating to packaging, storage, insurance and transport to point of delivery and all other expenses necessary for the execution of this Agreement.

1.10.3 If the Agreement includes maintenance services, the prices for maintenance are deemed to include:

(i) The value of parts or components and the costs of equipment, ingredients and labor necessary for the performance of the maintenance services;

(ii) The travel allowances and expenses necessitated by changes to the goods at the
Except as otherwise provided in the Agreement, payment will normally be made by bank transfer within 30 days after receipt and acceptance of goods or from receipt of a properly signed invoice whichever is later. Invoices must be sent in duplicate (one original and one copy) at the address specified in the Agreement.

1.10.4 Invoices shall contain the following information: Agreement number, description of goods or services, quantities, indicating bank address and account number, unit price per item, agreed additional costs, total price, make, model and serial number or part number of goods supplied. The bank address and account number where payment is required should also be indicated on the invoice.

1.10.5 Irrespective of their nature, all claims of the contractual parties, other than warranty claims, arising from or in any way connected with the Agreement, shall be asserted within 6 months after its termination.

1.10.6 Unless otherwise provided in the Agreement, the Bank shall pay only for goods received and for services rendered.

1.11 Inspection, Acceptance or Rejection

1.11.1 The Bank shall have 30 calendar days after proper receipt of the goods or services purchased to inspect them and either to accept or reject them as non-conforming with the Agreement.

1.11.2 Rejected goods will be returned to the Supplier, transportation charges collect, or held by the Bank for disposition at the Supplier's risk and expense.

1.11.3 Based on an inspection of a valid sample, the Bank may reject the goods or services in whole or in part. If goods delivered or services performed by the Supplier are found to be defective, the Bank shall have the right to require the correction thereof by the Supplier. The Bank may charge the Supplier for the cost of inspecting or re-inspecting rejected goods and/or services.

1.11.4 The Supplier agrees that the Bank's payment under this Agreement shall not be deemed acceptance of any goods or services delivered hereunder. Failure to reject the goods or services within 30 days shall be deemed acceptance. However, acceptance whether express or implied, shall not relieve the Supplier of its warranty obligations or liability for latent defects.

1.12 Warranty

1.12.1 The Supplier warrants that all goods supplied under the Agreement are:

(i) In conformity with the specifications, drawings, Terms of Reference or any other description of the goods or services that has been provided by the Bank;

(ii) In conformity with national or international technical, safety, health and environmental protection standards or recommendations;

(iii) Free from any defects in design, workmanship or materials.

1.12.2 All warranties specified in this Agreement shall be in addition to any other warranties, express, statutory or implied. This warranty shall survive the Bank's inspection, acceptance and payment, and the Bank's continued use of the goods or services after notifying the Supplier of their failure to conform to the Agreement or breach of warranty will not be considered a waiver of the Bank's right to a remedy.

1.12.3 Unless otherwise provided in the Agreement, the warranty period for all goods and service, as applicable, shall be at least 12 months from the date of acceptance pursuant to article 1.11. The Supplier shall carry out all work, such as modifications and repairs, necessary to comply with the terms of the Agreement, or replace any part that is not complying with these terms during the warranty period. All costs (including transportation) arising in connection with this obligation will be borne by the Supplier.

1.12.4 If the Supplier fails to comply with the above requirements, the Bank may, after notice to the Supplier, take action at the Supplier's expense which, in the opinion of the Bank is necessary.

1.13 Suspension

1.13.1 The Bank may at any time suspend the performance of this Agreement or any part thereof for its convenience by a written notice specifying the part to be suspended, the effective date and the anticipated period of suspension. The Bank shall not be responsible for the cost of the Supplier's further performance of the suspended part after the Supplier has been notified to suspend performance.

1.13.2 Suspension of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Agreement.

1.14 Termination

1.14.1 The Bank may terminate this Agreement, in whole or in part, at any time for its convenience by giving the Supplier a notice of such a termination stating that termination is for the Bank's convenience, the extent to which performance under this Agreement is terminated, and the effective termination date.

1.14.2 If the Supplier has abandoned or repudiated this Agreement, has without valid reason failed to commence work under this Agreement or has violated any of the terms of this Agreement, the Bank will notify the Supplier in writing describing the failure or violation and give the Supplier a reasonable opportunity to remedy the default within a period of at least three (3) days. The Bank may, by written notice, without prejudice to any other remedy it may be entitled to,
terminate this Agreement in whole or in part if the Supplier fails to remedy such default within the period specified.

1.14.3 Notwithstanding paragraph 1.14.2 above, the Bank shall have the right, in its sole discretion, to terminate the Agreement for default, without having to give the Supplier an opportunity to remedy, if the Supplier is in violation of paragraphs 1.3.1 or 13.4 of this Agreement, or if the Supplier becomes insolvent or bankrupt or ceases paying its debts generally as they mature.

1.14.4 If the Bank has failed to pay the Supplier any sum due under this Agreement within the specified period or if the Supplier is unable to carry out any of its obligations under this Agreement for any reason attributable to the Bank, then the Supplier may give a notice to the Bank of such events, and if the Bank has failed to pay the outstanding sum or to remedy the situation within forty-five (45) days of such notice, the Supplier may by a further notice to the Bank forthwith terminate this Agreement.

1.14.5 Upon receipt of the notice of termination under paragraphs 1.14.1, 1.14.2, 1.14.3 or 1.14.4, the Supplier shall, either immediately or upon such date as is specified in the notice of termination cease all further work under this Agreement, except for such work as the Bank may specify in the notice of termination for the sole purpose of protecting that part of the goods already delivered or of services already rendered or except for any work required in order to leave the site in a clean and safe condition. Subject to paragraph 1.14.6, the Supplier shall be entitled to be paid the Price specified in the Agreement attributable to the portion of the Agreement executed as at the date of termination, including all services provided and goods delivered, and reasonable costs, if any, incurred in in leaving the site in a clean and safe condition. In case of partial termination of this Agreement, the Supplier shall continue performance of this Agreement to the extent not terminated.

1.14.6 In the event of termination for default pursuant to paragraphs 1.14.2 and 1.14.3, the Bank may procure, upon such terms and in such manner as it may deem appropriate, goods similar to those not delivered and the Supplier shall be liable for any excess costs or damage caused to the Bank by the Supplier's default. The Bank reserves the right to offset costs, incurred by it in relation to the termination of the Agreement, from any monies due.

1.14.7 In the event of termination for convenience pursuant to paragraph 1.14.1, the Bank will, in addition to the amounts payable under paragraph 1.14.5, pay to the Supplier an equitable adjustment, not to exceed the total Agreement price, to compensate the Supplier for:

(i) the services accepted by the Bank but not paid previously and adjusted for any savings;

(ii) costs incurred in the performance of the work terminated, including initial and preparatory expenses; and

(iii) the cost of settling disputes with and making payments to the Supplier’s contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Agreement and not included in subparagraphs (i) and (ii) above;

1.14.8 Termination of this Agreement in whole or in part by the Bank shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Agreement.

1.15 Audit

1.15.1 The Supplier agrees to maintain, in accordance with sound and generally accepted accounting practices, records supporting all amounts invoiced under this Agreement.

1.15.2 The Supplier shall make such records available to the Bank or the Bank’s designated representative at all reasonable times until the expiration of three (3) years after the date of the final payment, for the purpose of auditing this Agreement.

1.15.3 In the event an audit determines that the Bank has overpaid the Supplier, the Supplier shall reimburse the Bank, within thirty (30) days after receipt of a written request thereof, the amount of any such overpayment.

1.16 Liquidated Damages

1.16.1 If the Supplier fails to perform this Agreement or any part thereof within the specified time stated in the Agreement, the Bank may, without prejudice to any other remedy under this Agreement, deduct from the Agreement price, as liquidated damages, a sum equal to 0.1% of the Agreement price for each day of delay until actual performance.

1.16.2 The liquidated damages shall begin to accrue on the date of the final payment of the services has expired, without the need to notify the Supplier in writing of such default.

1.17 Liability

1.17.1 The Supplier shall be liable for all damages arising from his action or that of his agents, of which the Supplier or its agents could be rendered responsible under applicable laws.

1.17.2 The Supplier shall bear the full financial consequences of any material damage or personal injuries, including death which, through the Supplier’s action or that of its agents, may be suffered by the Supplier, its agents, the Bank or its agents or any third party.

1.18 Intellectual Property and Confidentiality

1.18.1 The Supplier undertakes to indemnify and hold the Bank and its agents and principals harmless against any claim for infringement of intellectual property rights by the Supplier or the Supplier’s contractors, subcontractors or lessors under terminated agreements.
transfer or use of any of the goods or components thereof supplied by the Supplier to the Bank.

1.18.2 The Supplier shall be liable for all the consequences, in particular legal and financial, of the exercise by the Bank of its rights, and shall guarantee the Bank against any claim.

1.18.3 If the Supplier is prevented from using the goods or services provided hereunder, the Bank shall return said items to the Supplier who shall refund the Bank for the price paid and for the costs of transportation, installation (if any) and all other costs relating to the acquisition thereof.

1.18.4 The Supplier shall not, while performing this Agreement or at any time thereafter, utilize in any manner prejudicial to or incompatible with the interests of the Bank any information of a restricted or confidential nature that may come to its knowledge in connection with the performance of this Agreement.

1.18.5 The Supplier shall not use the Bank's name or emblem in the absence of a prior express authorization from the Bank.

1.19 Dispute Settlement

1.19.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this purchase order amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the “Notice of Dispute”) specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.

1.19.2 If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or difference, either party may require that such dispute be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

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

1.19.4 The arbitration shall take place in the venue specified in the Agreement, or, failing that, in Abidjan, Côte d’Ivoire and shall be in the English language.

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

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

1.19.7 The provisions of this article shall remain in force after the termination of this Agreement.

1.20 Force Majeure

1.20.1 “Force Majeure” means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under this Agreement, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of such party, and (d) occurs without the fault or negligence of such party.

1.20.2 The party affected by such Force Majeure shall give prompt written notice to the other party of the nature and probable duration of such Force Majeure, and of the extent of its effects on such party's performance of its obligations hereunder.

1.20.3 During the continuance of such Force Majeure, the obligations of the affected party shall be suspended to the extent necessitated by such Force Majeure.

1.20.4 In the event of Force Majeure which delays performance of the Agreement or any part thereof by more than thirty (30) days, either party shall have the right, by notice to the other party, to terminate this Agreement.

1.21 Severability

1.21.1 If any provision of the Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

2. Packaging, Title and Risk of Loss for Goods

2.1 The Supplier shall provide proper and adequate packaging in accordance with prevailing commercial best practices to ensure that material shipped to the Bank will be delivered free of damage. The Supplier shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by the Bank due to the Supplier's non-compliance with such instructions will be for the Supplier's account. The Bank reserves the right to reject any and all shipments deemed by the Bank to have been inadequately packaged.

2.1.2 Title to all goods furnished under the Agreement shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to the Bank. Title will pass to the Bank on the earlier of the date of the payment for such goods or acceptance of the goods. The Supplier shall assume all risk of loss or damage for the goods until such time the title passes to the Bank.
CONTRACT AGREEMENT

BETWEEN

THE AFRICAN DEVELOPMENT BANK

AND

XXXXXXXXXXX

CONTRACT NUMBER No. ADB/CTR/CHGS/2017/0126
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THIS CONTRACT AGREEMENT is entered into by and between the AFRICAN DEVELOPMENT BANK (hereinafter called the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE D’IVOIRE of the one part, and XXXXXX formed and existing under the laws XXXXX (hereinafter called the "Supplier"), whose address is XXXXXXXXXXXXXXXXXXXXX, of the other part.

WHEREAS the Bank has determined the need to procure the services of the Supplier during specific periods for the organization of the Event described in the Terms of Reference;

WHEREAS the Supplier agrees to provide specific goods and services required by the Bank subject to the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I: INTERPRETATION AND DEFINITIONS

1.1. The definitions of any term or expression included in this Contract Agreement or in any of the documents mentioned in section 1.2 below apply to and shall have the same meaning throughout the Agreement.

1.2. This Contract Agreement, together with the following documents (the “Contractual Documents”) shall constitute the Agreement between the Bank and the Supplier (the “Agreement”):

(a) the Terms of Reference (the “TOR”), attached as Annex 2 of the Request for Proposal;

(b) The Price Schedule as negotiated between the Parties;

(c) The Implementation Plan for the Event to be agreed between the parties within 10 days following the signature of this Contract Agreement;

(d) The General Terms And Conditions For The Purchase Of Goods And Services (the “General Conditions”), attached as Annex 9 of the RFP;

(e) The Supplier’s Technical Proposal in response to the RFP, as accepted by the Bank, with its forms and annexes; and

(f) The Bank’s RFP, excluding the documents listed above.

1.3. In the event of any ambiguity or conflict between this Contract Agreement and the Contractual Documents, the order of precedence shall be this Contract Agreement followed by the Contractual Documents in the order in which they are listed in Clause 1.2 above.

1.4. For the purpose of the Agreement, the following words and expressions shall have the following meaning:

“Event” means the 2018 Africa Investment Forum and related events as further described in the TOR;
“Goods” means the goods to be delivered by the Supplier for the Event in accordance with the Agreement and described in the TOR;

“Order Form” means the order form described in Article V of this Contract Agreement;

“Proposal” means the Supplier’s response to an Order Form received from the Bank which contains all information required under Article V of this Contract Agreement;

“Purchase Order” means any purchase order issued in accordance with the procedures set out in Article V of this Contract Agreement;

“Services” means the services to be performed by the Supplier for the Event in accordance with the Agreement and described in the TOR;

ARTICLE II: SCOPE OF SERVICES

2.1. The Supplier offers to deliver the Goods and perform the Services related to the Event in accordance with the agreed upon Implementation Plan, the Price Schedule and all other provisions of the Agreement.

2.2. Subject to Sections 2.3 and 2.4 below, to take into account changing or unforeseen circumstances which may affect the scope of the Services or the nature and quantities of Goods and related Services required for the Event, such as a significantly lower or higher number of registered participants, the Bank shall be entitled to modify the TOR and the Implementation Plan.

2.3. Where, as a consequence of such modification, the scope of the Services or the nature or quantities of Goods and related Services are significantly changed and new Services or Goods must be procured, the following rules apply:

(a) If the required Goods and Services have been clearly priced in the Price Schedule, the Bank will issue a Purchase Order in accordance with Article V of this Contract Agreement;

(b) If the required Goods and Services have not been priced in the Price Schedule, but are necessary for the success of the Event and fall within the general scope of the Agreement, the Parties may amend this Contract Agreement in accordance with Section 1.8 of the General Conditions. However, if the Parties fail to agree on an amendment within a reasonable time or if the estimated costs for the additional Goods and Services are expected to exceed Fifteen Percent (15%) of the total Price for the Event, the Bank reserves the right to use another procurement method for similar goods and services and the Supplier shall have no claims whatsoever against the Bank as a result of the Bank’s decision to procure the additional goods and services through a separate process.

2.4. If, because of a modification as referred to in Section 2.2 above, the scope of the Services or the nature or quantities of Goods and related Services are significantly reduced, the Bank may send a written notice to the Supplier to this effect. The Supplier shall then, either immediately or upon such date as is specified in the notice from the Bank, cease to deliver the specified Goods and to perform the specified Services in accordance with the notice. The Supplier shall be entitled to be paid:
(a) the Price attributable to the portion of the Goods already delivered or the Services already executed as at the date of notice;

(b) reasonable costs, if any, incurred in leaving the site in a clean and safe condition;

(c) initial and preparatory expenses for discontinued Services and abandoned Goods; and

(d) the cost of settling disputes with and making payments to the Supplier’s contractors, subcontractors or lessors under terminated agreements properly chargeable to the reduced Goods and Services.

ARTICLE III: PAYMENTS AND FINANCIAL LIMITATIONS

3.1. Subject to the provisions of Section 1.10 of the General Conditions and in consideration of the delivery of the Goods and Services required under this Contract Agreement, the Bank shall pay the Supplier a total amount XXXXXXXXXXXXXX (the “Total Price”) as follows:

3.2. As applicable, the total cost to the Bank resulting from all Purchase Orders under this Contract Agreement must not exceed the maximum amount XXXXXXXXXXXXXX (the “Maximum Amount”) unless otherwise authorized in writing by the Bank. The Supplier must not deliver Goods or perform any Services in response to Purchase Orders which would cause the total cost to the Bank to exceed the said Maximum Amount, unless an increase is authorized in writing by the Bank. The Supplier must notify the Bank when Ninety percent (90 %) of this Maximum Amount has been committed.

ARTICLE IV: COMMENCEMENT AND TIMELINES

4.1. This Contract Agreement shall enter into force on the date of last signature by the Parties. Unless terminated earlier, this Contract Agreement shall expire no later than the date on which all obligations arising out of or under this Contract Agreement have been discharged, except for those expressly stated to survive the termination of this Contract Agreement.

ARTICLE V: PROCEDURES

5.1. The Bank may procure additional Goods and Services from the Supplier in accordance with the procedures described in this Article. The Supplier agrees to provide the Goods or perform the Services under the Agreement in accordance with each individual Purchase Order, subject to the limitation set out in Section 3.2 of this Contract Agreement.

5.2. Where the Bank requires Goods or Services to be delivered or performed in connection with the Event, the Bank will issue to the Supplier an Order Form which includes the following information:

(a) The detailed description of the required Goods or Services with specific reference to the TOR and the Price Schedule;

(b) As applicable, the Timeline, location and any special requirement regarding the delivery and acceptance of the Goods, including any options;

(c) As applicable, the Timeline and location of the performance of the Services, including any options;
(d) The level of expected effort required for the Services and, if otherwise described in the Agreement, the specific category, qualifications and level of expertise of the Supplier that is required to perform the Services; and

(e) The deadline for submission of the Supplier’s Proposal.

5.3. The Supplier’s Proposal must be received within the specified deadline in order to be considered by the Bank. The Proposal must be signed by the Project Leader identified in the Contract Agreement, or by another duly authorized representative of the Supplier.

5.4. The Proposal shall include the following information:

(a) The quantity and detailed description of the Goods to be delivered as requested under the Order Form, a description of the related Services such as installation, configuration, maintenance and warranty, and a proposed Timeline for the delivery of the Goods and related Services;

(b) The list of proposed resources for the Services required under the Order Form, a description of their availability and suitability to provide the expected level of effort and a proposed timeline for the performance of the Services;

(c) Where applicable, any information specified by the Order Form that would establish that the Supplier and the proposed resources have the specific category, qualifications and level of expertise required to perform the Services;

(d) The Price for such Goods and Services calculated on the basis of the Price Schedule; and

(e) Any other information requested in the Order Form.

5.5. After receipt of the Proposal, the Bank shall carry out an assessment of the proposed resources against the requirements set out in the Agreement, the Price Schedule and in the specific Order Form. During the assessment, the Bank may require additional information or may negotiate the scope of the assignment with the Supplier.

5.6. If the Bank is satisfied with the Proposal, the Bank may issue a Purchase Order which includes all the information mentioned in Section 5.2 of this Contract Agreement, specifies the Price and sets the agreed upon Timeline.

5.7. The unqualified acceptance of the Purchase Order by the Supplier shall be binding and enforceable between the Bank and the Supplier, subject to all the terms and conditions of the Agreement. In addition to express acceptance of the Purchase Order, any of the following shall be deemed to constitute the Supplier’s unqualified acceptance of the Purchase Order:

(a) No objection from the Supplier received by the Bank within five (5) working days of the receipt of the Purchase Order;

(b) The delivery of the Goods requested under the Purchase Order;

(c) The commencement of performance of any Services under the Purchase Order; or
ARTICLE VI: POST-EVENT EVALUATION

6.1. The Bank will carry out an evaluation of the Supplier’s performance in relation to the Event on the basis of performance criteria determined by mutual agreement and taking into account the fulfillment of contractual obligations by the Supplier. This evaluation does not relieve the Supplier from its obligation to supervise and control the quality of the Services performed and the appropriateness with regards to the requirements for the Goods delivered. The performance evaluation shall be communicated to the Supplier for its comments.

ARTICLE VII: REPORTING

7.1. The Supplier shall provide any and all reports within the established deadlines as may be required under the TOR, subject to the application of penalties under Article VIII of this Contract Agreement.

ARTICLE VIII: PENALTIES

8.1. Subject to Sections 8.2 and 8.3 below, where the Supplier does not deliver the Goods or perform the Services or provide the reports mentioned in Section 7.1 of this Contract Agreement within the period prescribed by the schedule set out in the Implementation Plan for the Event or in the TOR (except in cases of Force Majeure or liability of the Bank), the Bank reserves the right, after having inquired from the Supplier the reasons for the delay, to apply for each day of delay and without prior notice, penalties calculated using the following formula:

\[
P = V \times R/100,
\]

where:

- \( P \) = the amount of the penalty.
- \( V \) = the value of Goods or Services for which the penalty is calculated.
- \( R \) = the number of late days.

8.2. Within the period of 48 hours before the start of the Event, the Supplier guarantees the availability and deployment of all required technical and logistical resources needed to hold the Event. Where the Supplier fails to deliver the Goods or perform the Services or provide the above-mentioned reports in a manner that jeopardizes the success of the Event, the Supplier incurs, without prior notice, a penalty of Five Thousand Euros (€5,000) per day.

8.3. During the Event, where the Supplier fails to deliver the Goods or perform the Services within the prescribed period, the Bank reserves the right, after inquiring from the Supplier the reasons for the delay, to apply for each hour of delay, and without prior notice, a penalty of Three Thousand Euros (€1,000).

ARTICLE IX: AUTHORITIES AND NOTICES

9.1. The Supplier designates the project’s leader to spearhead, and coordinate the performance of the Services and to act as the principal liaison between the Bank and the Supplier.
9.2. All notices or requests required or permitted to be given or made shall in the case of the Bank be addressed or made to the Office of the President, or such officer duly authorized by it in writing to receive or act upon the same.

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

FOR THE BANK
Mailing Address
The African Development Bank
6 Avenue Joseph Anoma
01 BP.1387 Abidjan 01
Cote d’Ivoire

FOR THE SUPPLIER
Mailing Address
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

ARTICLE X: SAFETY AND INSURANCE

10.1. The Supplier shall be responsible for medical insurance coverage for its experts and employees performing the Services hereunder in accordance with relevant industry norms and standards. The Bank shall have no responsibility whatsoever for such coverage or for any medical expenses that the Supplier, its experts, employees, agents or sub-contractors may incur.

10.2. The Supplier shall obtain commercial general liability insurance, and maintain it in force throughout the duration of the Agreement, to cover its liability to the Bank and third parties claiming losses or damages caused by the Supplier, its experts, employees, agents or sub-contractors in the performance of the Agreement.

10.3. At any time during the execution of the Agreement, the Supplier must be able to produce the evidence of coverage upon request of the Bank within five (5) days of receipt of the request.

ARTICLE XI: INDEMNIFICATION AND LIMITATION OF LIABILITY

11.1. The Supplier hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses ("Losses") (including, without limitation, reasonable attorney’s fees and all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses) to the extent those Losses result from any willful act, willful omission or willful error or from any negligence of the Supplier, its experts, employees, agents or sub-contractors, including without limitation all third party claims, and are determined (I) by any settlement or compromise entered into by the Parties, or (ii) by an arbitral award resulting from the Dispute Settlement process set out in the General Terms and
Conditions. The Supplier shall indemnify the Bank against all third-party claims of infringement
of patent, trademark, intellectual property or industrial design rights arising from the
performance of the Services by the Supplier, its experts, employees, agents or sub-
contractors. Neither party will be liable to the other for any lost profits or any indirect,
consequential or incidental damages.

11.2. The provisions set out in this Article shall survive the expiration or termination of this
Agreement.

ARTICLE XII: INTELLECTUAL PROPERTY RIGHTS

12.1. All proprietary and intellectual property rights in all documents, reports, statistics, data and
other information provided, made available to, or created, obtained, compiled or prepared
by, the Supplier in the course of carrying out the Services shall be vested in and become
the property of the Bank. All such documents, reports, statistics, data and any other
information shall, upon the completion of Services or termination of this Agreement, be
promptly returned to the Bank. Such materials shall be sorted and indexed by the Supplier in
a manner acceptable to the Bank prior to delivery to the Bank.

12.2. The Supplier further agrees to include the contents of this Article in all subcontracts and
consulting agreements entered into by the Supplier for the performance of Services under
this Agreement.

12.3. The provisions of this Article shall survive the expiration or the termination of this
Agreement.

ARTICLE XIII: DISASTER RECOVERY

13.1. For avoidance of doubt, the disaster recovery described in the TOR shall not be construed
as Force Majeure within the meaning if the General Conditions.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates specified below.

FOR THE AFRICAN DEVELOPMENT BANK

____________________________
Director
General Services and Procurement Department

________________________
Date

FOR THE SUPPLIER

____________________________

________________________
Date