Revised Version 1
Request for Proposal – Quality and Price
FOR DESIGN, PRINTING AND DELIVERY OF
AFDB PUBLICATIONS

REF: ADB/RFP/CHGS/2019/0004
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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**RFP Quality and Price – open competition**

*version March 2016*

01 BP 1387, Abidjan 01 Côte d’Ivoire  Tel : +225 20 26 10 20 – e-mail: tender@afdb.org - Internet: www.afdb.org
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 purpose of this RFP is to establish a three (3) years Contract for the design, printing and delivery of AfDB publications in accordance with the terms, conditions and terms of references contained in this RFP including its Annexes. The Bank may extend the Contract, for further periods of one (1) year, up to a maximum of five (5) years.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

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


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

__________________________________________
Division Manager
Corporate Procurement Division
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
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 price for the fully compliant proposal and then separately provide the technical specification, methodology and adjustment in price that can be offered if the Alternative Proposal is accepted.

   The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Proposal of the successful bidder shall be considered.

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

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

23. **Bid Prices**

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

   **23.2**. The Bank shall award the contract based on value for money that takes into account the whole life costing (i.e., life-cycle costs of the goods and services, maintenance, spare parts, warranty, training, disposal, shipment, insurance) of the requirement.

24. **Currency of Proposal** - The prices shall be expressed in the currency in the RFP Data Sheet. A bidder shall express all prices in the same currency.
25. **Lots** – If the Bank’s requirement is sub-divided into separate units (“lots”), bidders can submit a proposal for one or multiple lots unless otherwise 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”)

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Design, printing and delivery of AFDB publications
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 pre-determined period after practical completion of the project when the successful bidder is responsible for making good any faults which appear and which are due to defective materials or work. The defects liability period is set out in the General and Specific Conditions. The Bank shall pay the successful bidder the retention fee as set out in the **RFP Data Sheet**.

**FURTHER ASSISTANCE**

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

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

| § 1 | The services to be provided is the design, printing and delivery of AFDB publications 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 $ 2 million for the last three years [2015, 2016, 2017 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 5 years’ experience and successfully or substantially implemented as a prime contractor at least three projects of a similar nature and complexity (the contracts cited shall be at least 70% complete) in the last 3 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; or to the question and answer section in the AfDB e-Procurement portal. The request shall be received by the Bank no later than: 17/01/2019, 17h00hrs Abidjan time |
| § 8 | The Bank shall organize a non-mandatory pre-bid meeting on 16/01/2019, 10:00hrs Abidjan time. Potential bidders can attend the meeting in person or join the meeting by video or teleconference. Details about the conference will be provided upon request and the meeting minutes will posted on the Bank’s website. Questions for pre-bid meeting shall be submitted to tender@afdb.org. |
| § 10 | The language of proposals and all correspondence is: English; however, considering the bilingual nature of the institution, proposals submitted in French will be considered. |
| § 20 | Alternative proposals are not accepted |
| § 24 | The prices shall be expressed in US Dollar or any freely convertible currency |
| § 25 | The Bank’s requirement is divided into lots [NO]
Bidders can submit a proposal for one or multiple lots [Not applicable] |
| § 26 | The minimum period of validity of proposals is ninety (90) days from the deadline for submission of proposals. |
| § 27 | Bid security [YES, in the form of bid security declaration] |
| § 28 | The deadline for submission of proposals is 07/02/2019 at 12:00pm. |
| § 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
Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, Côte d’Ivoire
Corporate Procurement Division, CHGS.2
General Service and Procurement Departement
RFP – DO NOT OPEN UNTIL BID OPENING DAY
Reference: ADB/RFP/CHGS/2019/0004 [Design, printing and delivery of AFDB publications]
RFP Closing Date and Time: 07/02/2019 at 1200hrs Abidjan time |
SECTION 4 – DESCRIPTION OF GOODS / TECHNICAL SPECIFICATION / TERMS OF REFERENCE

1 – Background
2 - Presentation of the Assignment
3 – Scope of the Work
   3.1 Graphic Design
   3.2 Conversion and Correction
   3.3 Lay-out, Framing and Making of Proofs
   3.4 Printing and Binding
   3.5 Transmission and Exchange of Data
   3.6 Dispatch
4 - Cost Comparison Basis
   4.1 Pre-press
   4.2 Printing
   4.3 Binding
   4.4 Dispatch
5 - Technical Requirements
   5.1 Pre-press
   5.2 Printing
   5.3 Binding
   5.4 Dispatch
6 - Assignment Duration
7 - Delivery Instructions
8 - Price Matrix Schedule

1. Background
1.1. The African Development Bank Group (the AfDB Group), hereinafter referred to as “The Bank”, is a multilateral development bank established to contribute to the economic and social development of Africa. The AfDB Group bas 80 members consisting of 54 regional and 26 non-regional member countries.

1.2. The requirement is for the design, printing and delivery of various AfDB publications as well as production of CD-ROMS and Flash drives of printing materials during an initial period of three (3) years with two one-year extensions.

1.3. The Bank has decided to issue invitations to printing firms for an international competitive bidding for the design, printing, and deliver of the Statistical publications for the years 2019, 2020, 2021 (initial period) and 2022 and 2023 (optional period).

1.4. The publications for the years 2019, 2020, 2021 are:
   a. AfDB Annual Reports (Annual) (English / French (Separate books); Arabic / Portuguese (E.version)
   b. AfDB Financial Reports (Annual) (English / French (Separate books); Arabic / Portuguese (E.version)
   d. African Development Report Overview (Annual) (English / French - Separate books)
   e. Compendium of Statistics on Bank Group Operations (Annual) (English / French)
   f. African Statistical Yearbook (Annual) (English / French)
   g. Gender, Poverty and Environmental Indicators (Annual)
   h. AfDB Statistics Pocketbook (Annual) (English / French)
   i. African Statistical Journal (Biannual) (African / French)
j. Tracking progress in Africa (Annual) (English / French - Separate books)
k. Purchasing Power Parities and Real Expenditure (main) report (Annual) (English / French – Separate books)
l. Purchasing Power Parities and Real Expenditure (summary) report (Annual) (English / French - Separate books)
m. Real Expenditure for Non-Household expenditure items (5 series based on specific surveys) (Annual) (English / French - Separate books)

n. Financial Presentation

o. Africa Tourism Monitor (Annual) (English / French - Separate books)
p. 10 manuals and guidelines
q. 15 briefs (formatted only and not printed) (Annual) (English / French)
r. Additional Publication 1 (Annual) (English / French)
s. Additional Publication 2 (Annual) (English / French)
t. Production of 6 Rolls for dissemination purpose (Annual) (English / French)
u. Intra-African Food Market Integration Report
v. African Prospect

w. Publication Catalogue

x. African Economic Outlook- Main Report

y. African Economic Outlook- Regional Report

z. African Economic Outlook- Highlights

aa. EBook for each publication above

bb. USB Flash discs

1.5. For the samples of AfDB Annual report and statistical publications, the Tenderer shall visit AfDB website http://www.afdb.org/en/documents/publications/annual-report/


2. Design, Printing and dispatching of publications

2.1. Technical Specifications of the AfDB Annual Report

2.1.1. Item 1 - Annual Report

The Annual Report will be produced in the English, French, Arabic and Portuguese languages. For each or the four languages there must be an E-Book provided. While it is only English and French that will be available in hard copies.

English and French languages will be performed together with staff team from the Bank who will visit the premises of the Contractor for the layout and corrections in proof rounds until approved and printed. After English and French versions have been produced it will be the responsibility of the Contractor to liaise with the Translators appointed by the Bank for Arabic and Portuguese versions. This means Contractor will need to submit the final English files to Translators who will then return a translated text and Contractor will perform the layout of Arabic and Portuguese approximately 3 weeks after the first produced English and French versions.

Deadlines are extremely tight and contractor must assure to have available resources to accomplish the project in short time, this also includes work during weekends and day/night after normal office hours.

Format 21.6 x 27.5 cm
Colors 4+4 colors throughout and Mat Lamination on outer cover
Paper 300 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified

Binding Perfect binding with a 4 creases and glue spine

No. of pages/copies English Annual Report 72 +4 pages / 2000 copies
French Annual Report 84 + 4 pages / 950 copies
Packing instructions:
Approximately 300 packages will be made of the reports to be shipped worldwide containing 2
reports each. Remaining reports will be distributed between Abidjan and the location of The Banks
Annual Meetings which changes each year. Packages must be securely packed to avoid damage
when shipping.

2.1.2. Item 2 – Financial Report

The Financial Report will be produced in the English, French, Arabic and Portuguese languages.
For each or the four languages there must be an E-Book provided. While it is only English and
French that will be available in hard copies.

English and French languages will be performed together with staff team from the Bank who will
visit the premises of the Contractor for the layout and corrections in proof rounds until approved and
printed. After English and French versions have been produced it will be the responsibility of the
Contractor to liaise with the Translators appointed by the Bank for Arabic and Portuguese versions.
This means Contractor will need to submit the final English files to Translators who will then return
a translated text and Contractor will perform the layout of Arabic and Portuguese approximately 3
weeks after the first produced English and French versions.

Deadlines are extremely tight and contractor must assure to have available resources to accomplish
the project in short time, this also includes work during weekends and day/night after normal office
hours.

Format: 21.6 x 27.5 cm
Colors: 4+4 colors throughout and Mat Lamination on outer cover
Paper: 300 gram environmental correct matt silk for cover and 115 gram for the content. Paper
must be FSC certified
Binding: Perfect binding with a 4 creases and glue spine
No. of pages/copies: English Annual Report 160 +4 pages / 90 copies
French Annual Report 176 + 4 pages / 70 copies

Packing instructions:
Approximately 30 packages will be made of Full volume reports to be shipped worldwide containing
2 reports each. Remaining reports will be distributed between Abidjan and the location of The Banks
Annual Meetings which changes each year. Packages must be securely packed to avoid damage
when shipping. Additional 80 copies of English and 60 copies of French will be produced as a Spiral
Bound Report and delivered directly to The Bank.

2.1.3. Item 3 – African Development Report Main Report

The Main Report will be produced in English and French.
The report will be sent to the contractor in English language and French. A staff from The Bank will
visit the premises of the Contractor for the layout and corrections in proof rounds until approved and
printed.

Deadlines are extremely tight and contractor must assure to have available resources to accomplish
the project in short time, this also includes work during weekends and day/night after normal office
hours.

Format: 20.5 x 25 cm
Colors: 4+4 colors throughout and Gloss Lamination on outer cover
Paper: 350 gram environmental correct matt silk for cover and 115 gram for the
content. Paper must be FSC certified
Binding: Perfect binding with a 4 creases and glue spine
No. of pages/copies: English Main Report Full Volume 372 pages / 500 copies
French Main Report Full volume 392 pages / 250 copies

Packing instructions:
The Reports will be distributed between Abidjan and other location including the location of The
Banks Annual Meetings. Packages must be securely packed to avoid damage when shipping.
2.1.4. Item 4 – African Development Report Overview

The Overview will be produced in English and French. The Overview follows the same arrangements as for the Main Report outlined above. It will be sent to the contractor in both English and French. A staff from the Bank will visit the premises of the Contractor for the layout and corrections in proof rounds until approved and printed.

- **Format:** 20.5 x 25 cm
- **Colors:** 4+4 colors throughout and Gloss Lamination on outer cover
- **Paper:** 350 gram environmental correct matt silk for cover and 90 gram for the content. Paper must be FSC certified
- **Binding:** Perfect binding with a 4 creases and glue spine
- **No. of pages/copies:**
  - English Overview 52 pages / 500 copies
  - French Overview 72 pages / 250 copies

2.1.5. Item 5 – Compendium of Statistics on Bank Group Operations

The Compendium report consists of data presented in tables and graph/charts with only a few text pages. Contractor must be capable of table and graph conversion from source files received in Microsoft Word and Excel files from The Bank. Cover and Chapter dividers must be designed and approved in Design template.

- **Format** 21.6 x 27.5 cm
- **Colors** 4+4 colors for Content and 4+4 for cover with Gloss Lamination on outer cover
- **Paper** 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
- **Binding** Perfect binding with a 4 creases and glue spine
- **No. of pages/copies** 200+4 pages / 200 copies

2.1.6. Item 6 – African Statistical Yearbook

The yearbook report consists of data presented in tables and graph/charts with only a few text pages. Contractor must be capable of table and graph conversion from source files received in Microsoft Word and Excel files from The Bank. Cover and Chapter dividers must be designed and approved in Design template.

- **Format** 21.6 x 27.5 cm
- **Colors** 4+4 colors for Content and 4+4 for cover with Gloss Lamination on outer cover
- **Paper** 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
- **Binding** Perfect binding with a 4 creases and glue spine
- **No. of pages/copies** 352+4 pages / 200 copies

2.1.7. Item 7 – Gender, Poverty and Environmental Indicators

The GENDER report consists of data presented in tables and graph/charts with only a few text pages. Contractor must be capable of table and graph conversion from source files received in Microsoft Word and Excel files from The Bank. Cover and Chapter dividers must be designed and approved in Design template.

- **Format** 21.6 x 27.5 cm
- **Colors** 4+4 colors for Content and 4+4 for cover with Gloss Lamination on outer cover
- **Paper** 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
- **Binding** Perfect binding with a 4 creases and glue spine
- **No. of pages/copies** 320+4 pages / 200 copies
2.1.8. Item 8 – AfDB Statistics Pocketbook
The Pocketbook report consists of data presented in tables and graph/charts with only a few text pages. Contractor must be capable of table and graph conversion from source files received in Microsoft Word and Excel files from The Bank. Cover and Chapter dividers must be designed and approved in Design template.

- Format: 10.5 x 20 cm
- Colors: 4+4 colors for Content and 4+4 for cover with Gloss Lamination on outer cover
- Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
- Binding: Perfect binding with a 4 creases and glue spine
- No. of pages/copies: 168+4 pages / 200 copies

2.1.9. Item 9 – African Statistical Journal
The Statistical Journal is produced two (2) times per year (a May and a November edition). The report consists of text and data which is presented as a Bilingual report (French and English in same publication). The contractor must be capable of converting data such as Graphs/charts as well as calculation presentation from the files received in Microsoft Word and Excel files by The Bank.

- Format: 17 x 24.5 cm
- Colors: 1+1 colors for Content and 4+0 for cover with Gloss Lamination on outer cover
- Paper: 250 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
- Binding: Perfect binding with a 4 creases and glue spine
- No. of pages/copies: 176 + 4 pages / 200 copies per issue

Note that this publication is to be produced twice a year.

2.1.10. Item 10 – Tracking progress in Africa
The Tracking progress in Africa report consists of data presented in tables and graph/charts as well as text pages. Contractor must be capable of table and graph conversion from source files received in Microsoft Word and Excel files from The Bank. Cover and Chapter dividers must be designed and approved in Design template.

- Format: A4
- Colors: 4+4 colors for Content and 4+4 for cover with Gloss Lamination on outer cover
- Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
- Binding: Perfect binding with a 4 creases and glue spine
- No. of pages/copies: English version 140+4 pages / 200 copies

2.1.11. Item 11 and 12 – Purchasing Power Parities and Real Expenditure (main) report
The report consists of data presented in tables and graph/charts as well as text pages. Contractor must be capable of table and graph conversion from source files received in Microsoft Word and Excel files from The Bank. Cover and Chapter dividers must be designed and approved in Design template.

- Format: A4
- Colors: 4+4 colors for Content and 4+4 for cover with Gloss Lamination on outer cover
- Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
- Binding: Perfect binding with a 4 creases and glue spine
- No. of pages/copies: English and French versions 120+4 pages / 200 copies
Summary Report:
Format: 18 x 24 cm
Colors: 4+4 colors for Content and 4+4 for cover with Gloss Lamination on outer cover
Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
Binding: Perfect binding with a 4 creases and glue spine
No. of pages/copies: English and French version 40+4 pages / 200 copies

2.1.12. Item 13 – Real Expenditure for Non-Household expenditure items (5 series based on specific surveys)
The report consists of data presented in tables and graph/charts as well as text pages. Contractor must be capable of table and graph conversion from source files received in Microsoft Word and Excel files from The Bank. Cover and Chapter dividers must be designed and approved in Design template.

Format: 18 x 27 cm
Colors: 4+4 colors for Content and 4+4 for cover with Gloss Lamination on outer cover
Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
Binding: Perfect binding with a 4 creases and glue spine
No. of pages/copies: English and French versions 50 +4 pages / 200 copies

2.1.13. Item 14 - Financial Presentation
Format: A4 size in color (copy sent)
Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content.
Binding: Paper must be FSC certified
No. of pages/copies: English 44 pages / 500 copies
French 44 pages / 300 copies
Charges for additional pages and additional copies should be specified

Versions: English / French
Format: 21.6 x 28 cm
Number of Pages: 28 pages
Colors: 4+4 colors – Gloss varnish on Cover
Paper: 130 gram silk content / 300 gram silk cover
Binding: Perfect binding, glued
Quantity: 1,100 copies

2.1.15. Item 16 – Manuals and Guidelines (quantities 10)
The Guidelines consists of data presented in tables and graph/charts as well as text pages. Contractor must be capable of table and graph conversion from source files received in Microsoft Word and Excel files from The Bank. Cover and Chapter dividers must be designed and approved in Design template.

Format: 18 x 27 cm
Colors: 4+4 colors for Content and 4+4 for cover with Gloss Lamination on outer cover
Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
Binding: Perfect binding with a 4 creases and glue spine
No. of pages/copies: English version 120 +4 pages / 500 copies for each type
2.1.16. **Item 17**–15 briefs (formatted only and not printed) (Annual) (English / French)

**Versions** English & French
**Format** A4
**Number of Pages** varies from edition to edition.
**Colors** 4 colors

The briefs are not printed, but distributed online.

Briefs already produced
- HEALTH 27 pages
- Infrastructure 57 pages
- State of infrastructure in east Africa – 31 pages
- The Africa Infrastructure development index (AIDI) 26 pages
- Mortality in Africa: The share of Road Traffic Fatalities – 18 Pages
- French Brief (Brief 5) on reliability if Economic Statistics in Africa – 35 pages
- English version (Brief 7) Peer review of National Accounts – the case in Ghana – 13 pages
- French version (Brief 7) – Peer review of National Accounts – the case in Ghana – 14 pages
- Africa food security brief – 15 pages

2.1.17. **Item 18**–Additional Publication 1

The additional publication report consists of data presented in tables and graph/charts with only a few text pages. Contractor must be capable of table and graph conversion from source files received in Microsoft Word and Excel files from The Bank. Cover and Chapter dividers must be designed and approved in Design template.

**Format** 21.6 x 27.5 cm
**Colors** 4+4 colors for Content and 4+4 for cover with Gloss Lamination on outer cover
**Paper** 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
**Binding** Perfect binding with a 4 creases and glue spine
**No. of pages/copies** 320+4 pages / 200 copies

2.1.18. **Item 19**–Additional Publication 2

The additional publication report consists of data presented in tables and graph/charts with only a few text pages. Contractor must be capable of table and graph conversion from source files received in Microsoft Word and Excel files from The Bank. Cover and Chapter dividers must be designed and approved in Design template.

**Format** 21.6 x 27.5 cm
**Colors** 4+4 colors for Content and 4+4 for cover with Gloss Lamination on outer cover
**Paper** 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
**Binding** Perfect binding with a 4 creases and glue spine
**No. of pages/copies** 320+4 pages / 200 copies

2.1.19. **Item 20** – Production of 6 Rolls for dissemination purpose (Annual) (English / French)

**Format** 85x200 cm
**Color** 4 colors
**Single sided Roll up – 3 items**
**Double sided Roll up – 3 items**
Delivered in transportable bags

The Report will be produced in English and French. The report will be sent to the contractor in English language and French. A staff from The Bank will visit the premises of the Contractor for the layout and corrections in proof rounds until approved and printed. Deadlines are extremely tight and contractor must assure to have available resources to accomplish the project in short time, this also includes work during weekends and day/night after normal office hours.

Format: 20,5 x 25 cm
Colors: 4+4 colors throughout and Gloss Lamination on outer cover
Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
Binding: Perfect binding with a 4 creases and glue spine
No. of pages/copies: English Main Report 372 pages / 500 copies
                      French Main Report 392 pages / 250 copies

2.1.21. Item 22 – African Prospect

The Report will be produced in English and French. The report will be sent to the contractor in English language and French. A staff from The Bank will visit the premises of the Contractor for the layout and corrections in proof rounds until approved and printed.

Format: 20,5 x 25 cm
Colors: 4+4 colors throughout and Gloss Lamination on outer cover
Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
Binding: Perfect binding with a 4 creases and glue spine
No. of pages/copies: English Main Report 160 pages / 500 copies
                      French Main Report 172 pages / 250 copies

2.1.22. Item 23 – Publications Catalogue

The Report will be produced in English and French. The report will be sent to the contractor in English language and French. A staff from The Bank will visit the premises of the Contractor for the layout and corrections in proof rounds until approved and printed.

Format: 20,5 x 25 cm
Colors: 4+4 colors throughout and Gloss Lamination on outer cover
Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
Binding: Perfect binding with a 4 creases and glue spine
No. of pages/copies: English Main Report 120 pages / 500 copies
                      French Main Report 132 pages / 250 copies

2.1.23. Item 24 – African Economic Outlook- Main Report

The African Economic Outlook will be produced in the English, French, Arabic and Portuguese languages. All the four languages will be available in hard copies. For each of the four languages there must be an E-Book provided.

English and French languages will be performed together with staff team from the Bank who will visit the premises of the Contractor for the layout and corrections in proof rounds until approved and printed. After English and French versions have been produced it will be the responsibility of the Contractor to liaise with the Translators appointed by the Bank for Arabic and Portuguese versions. This means Contractor will need to submit the final English files to Translators who will then return a translated text and Contractor will perform the layout of Arabic and Portuguese approximately 3 weeks after the first produced English and French versions.
Deadlines are extremely tight and contractor must assure to have available resources to accomplish the project in short time, this also includes work during weekends and day/night after normal office hours.

Format: 20.5 x 25 cm
Colors: 4+4 colors throughout and Gloss Lamination on outer cover
Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
Binding: Perfect binding with a 4 creases and glue spine
No. of pages/copies: English Main Report 240 pages / 2000 copies
French Main Report 256 pages / 1000 copies
Portuguese Main Report 256 pages / 300 copies
Arabic Main Report 256 pages / 300 copies

2.1.24. Item 25 – African Economic Outlook - Regional Report (East, West, North, South and Central)
The African Economic Outlook Regional Report will be produced in the English, French, Arabic and Portuguese languages for Africa’s five regions (East, West, North, South and Central). All the four languages for each of the region will be available in hard copies. For each of the four languages there must be an E-Book provided.

English and French languages will be performed together with staff team from the Bank who will visit the premises of the Contractor for the layout and corrections in proof rounds until approved and printed. After English and French versions have been produced it will be the responsibility of the Contractor to liaise with the Translators appointed by the Bank for Arabic and Portuguese versions. This means Contractor will need to submit the final English files to Translators who will then return a translated text and Contractor will perform the layout of Arabic and Portuguese approximately 3 weeks after the first produced English and French versions.

Deadlines are extremely tight and contractor must assure to have available resources to accomplish the project in short time, this also includes work during weekends and day/night after normal office hours.

Format: 20.5 x 25 cm
Colors: 4+4 colors throughout and Gloss Lamination on outer cover
Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
Binding: Perfect binding with a 4 creases and glue spine
No. of pages/copies: English Regional Report 60 pages / 700 copies/region
French Regional Report 64 pages / 500 copies/region
Portuguese Regional Report 64 pages / 200 copies/region
Arabic Regional Report 64 pages / 200 copies/region

2.1.25. Item 26 – African Economic Outlook - Highlights (Hausa, Arabic and Swahili)
The African Economic Outlook Highlights will be produced in the Arabic, Hausa and Swahilli languages. All the three languages will be available in hard copies. For each of the three languages there must be an E-Book provided.

Format: 20.5 x 25 cm
Colors: 4+4 colors throughout and Gloss Lamination on outer cover
Paper: 350 gram environmental correct matt silk for cover and 115 gram for the content. Paper must be FSC certified
Binding: Perfect binding with a 4 creases and glue spine
No. of pages/copies: Hausa Highlights 8 pages / 600 copies
Swahili Highlights 8 pages / 600 copies
Arabic Highlights 8 pages / 600 copies
2.1.26. **Item 27 – E-Book**

For each publication produced there must be provided an E-Book. The E-book should be capable for an online as well as Off-line version of the E-book (off-line version is also to be included in Flash disc production). Following E-Books are to be provided with internal as well as external links. Content must be searchable and Contractor are to host the E-books with provision of upload codes to The Banks web team for posting on AfDB website.

Following E-Books are to be produced:

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<td>Item 10 – Tracking progress in Africa-English / French</td>
<td>144</td>
</tr>
<tr>
<td>Item 16 – Guidelines and Manuals - English / French</td>
<td>176</td>
</tr>
<tr>
<td>Item 11 – Purchasing Power Parities and Real Expenditure (main) report - English / French</td>
<td>124</td>
</tr>
<tr>
<td>Item 12 – Purchasing Power Parities and Real Expenditure (summary) report - English / French</td>
<td>44</td>
</tr>
<tr>
<td>Item 13 – Real Expenditure for Non-Household expenditure items - English / French</td>
<td>56</td>
</tr>
<tr>
<td>Item 15 – Africa Tourism Monitor</td>
<td>28</td>
</tr>
<tr>
<td>Item 17 – 15 briefs</td>
<td>128</td>
</tr>
<tr>
<td>Item 21 – Intra-African Food Market Integration Report (English)</td>
<td>372</td>
</tr>
<tr>
<td>Item 21 – Intra-African Food Market Integration Report (French)</td>
<td>392</td>
</tr>
<tr>
<td>Item 22: African Prospects (English)</td>
<td>160</td>
</tr>
<tr>
<td>Item 22: African Prospects (French)</td>
<td>172</td>
</tr>
<tr>
<td>Item 23: Publications Catalogue (English)</td>
<td>120</td>
</tr>
<tr>
<td>Item 23: Publications Catalogue (French)</td>
<td>132</td>
</tr>
<tr>
<td>Item 24: African Economic Outlook Main Report (English)</td>
<td>240</td>
</tr>
<tr>
<td>Item 24: African Economic Outlook Main Report (French)</td>
<td>256</td>
</tr>
<tr>
<td>Item 24: African Economic Outlook Main Report (Portuguese)</td>
<td>256</td>
</tr>
<tr>
<td>Item 24: African Economic Outlook Main Report (Arabic)</td>
<td>256</td>
</tr>
<tr>
<td>Item 25: African Economic Outlook Regional West (English)</td>
<td>60</td>
</tr>
<tr>
<td>Item 25: African Economic Outlook Regional West (French)</td>
<td>64</td>
</tr>
<tr>
<td>Item 25: African Economic Outlook Regional West (Portuguese)</td>
<td>64</td>
</tr>
<tr>
<td>Item 25: African Economic Outlook Regional West (Arabic)</td>
<td>64</td>
</tr>
<tr>
<td>Item 25: African Economic Outlook Regional North (English)</td>
<td>60</td>
</tr>
<tr>
<td>Item 25: African Economic Outlook Regional North (French)</td>
<td>64</td>
</tr>
<tr>
<td>Item 25: African Economic Outlook Regional North (Portuguese)</td>
<td>64</td>
</tr>
</tbody>
</table>
2.1.27. **Item 28 – USB Flash discs:** USB Flash discs are to be produced and will include each publication preloaded. Flash discs are to be branded with Logos as well as titles of publications printed on the Flash disc. Type of Flash disc will be decided from time to time. The following USB Flash discs are to be produced.

<table>
<thead>
<tr>
<th>Item</th>
<th>Capacity</th>
<th>No. Of copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item A - Annual and Financial Reports – Normal USB</td>
<td>8GB</td>
<td>200</td>
</tr>
<tr>
<td>Item B - Annual and financial Reports – PENS (Pen with flashlight, engraved with logo)</td>
<td>8GB</td>
<td>700</td>
</tr>
</tbody>
</table>

*Note: The USBs should be provided in sustainable material*

In addition to the items listed above, the Bank reserves the right to request the selected bidder to provide other related services.

3. **Scope of the Work:** The selected printer will perform the following tasks:

3.1. **Graphic Design**

The printer will be required to assist the Bank in the graphic design of the publications. This will include the following tasks:

i. To propose draft of cover pages reflecting both the Bank’s activities. This will lead to preliminary discussions on the design and fine-tuning of the final proposal up to the actual printing, both with regard to the selection of the factors determining its composition and form as well as the colors and their combination.

ii. To propose presentations of the text, graphs, boxes and photographs, including the selection of characters and combinations of colors (background and borders) consistent with the objective sought in the presentation by page. All photographs are delivered by the Bank.

iii. To propose a selection of colors and tones that will highlight the information contained in the publications.

3.2. **Conversion and Correction**

i. The documents will be submitted to the printer in WORD and EXCEL format of MS OFFICE for PC and as in design and Page Maker. The conversion to Mac will have to be made quickly
without any loss of information. The printer shall carry out an internal control prior to submission of the proofs to the Bank’s team for verification.

ii. With regard to the Annual Report, the corrections to the Report may give rise to 10 and 90 percent of changes to the text and figures per page, especially with regard to the Financial Statements and the corresponding parts of the report. Some tables and graphs may be purely and simply replaced. In each case it is important to determine the cost per page. For some parts, especially the financial part of the report, significant corrections (over 40%) may be made to some pages within a week of printing; minor corrections could be made between the production of the final proofs and the start of the final printing, on the O.K. proof.

3.3. Lay-out, Framing and Making of Proofs
   i. Proofing of all publications will be checked at the printers address. The Bank will send representatives to carry out the proofing. The typesetter may, where necessary, touch up the proofs, both with regard to horizontal spacing (between letters and words) the padding of pages, as well as regarding illustrations, without the changes being noticeable to the reader.

3.4. Printing and Binding
   i. The CTP (computer to plate) method will be used for printing the Statistical publications. The inside pages will be in 4 colors. 4 colors will also be used for the cover with a gloss lamination on outside cover.

   ii. In view of time constraints, the printer should be able to provide evidence that he could make an additional Machine available, or preferably could count on a back-up printer in the same geographical area so as to be able to address any problem, which could lead to a time overrun.

   iii. The binding will be seamless, with TRIAS strengthened glue, with a 4x scored cover, folded back, glued and trimmed.

3.5. Transmission and Exchange of Data
   i. The printer must have proven electronic mailing capacity to receive and process the report as it is being prepared.

3.6. Transportation / Shipment on a cost reimbursable basis
   i. The printer shall send an amount of final Publications by air within the time frame stipulated by the Bank to addresses submitted by the Bank in all its member countries. The services will be delivered on the cost – reimbursable basis.

   ii. The copies are to be dispatched to arranger / counterparts/investors by the fastest and least expensive means in quantities that will be predetermined by the Bank. The remaining quantities are to be sent by surface mail and Tenderer will be advised accordingly.

   iii. Deadline for delivery and dispatching of the documents is set for a minimum of 15 days from issuance of the relevant Task Order and receipt of the electronic version of the material to be printed.

   iv. Alternatively, the Bank may, at its discretion, assume the responsibility for shipping using rates provided within its Global Shipping Contract.

4. Cost Comparison Basis:
   The price proposals should detail the costs of the different services to be provided, on the basis of cost of dispatching all the documents (intermediate and final) to the Bank’s Headquarters.

4.1. Pre-press
   Graphic Design: On the basis of the Year 2018 Reports
   Conversion: On the basis of the year 2018 Reports
   Corrections: Will be invoiced at an hourly rate.
   Typesetting: Lay-out, framing and making of proofs
4.2. Printing
   Inside: In 4 colors (cost per page)
   Cover: 4 + 4 colors + glossy finish

4.3. Binding:
   Seamless binding with TRIAS strengthened glue, scored 4x cover, folded back, trimmed and glued.

4.4. Transportation
   Cost of each type of dispatch

5 - Technical Requirements
The bidders shall demonstrate in their proposals that they do comply with technical requirements listed below by either having ownership of the equipment or through sub-contracting. In the case of sub-contracting, the bidder shall indicate the owner of the sub-contractor and relevant information shall be provided as a proof of the acceptance. The bidders must further take note of the fact that certain activities will be outsourced or sub-contracted shall not affect the timeline for the implementing responsibilities.

5.1. Pre-press
   Software
   • MS office
   • X Press Passport Recent version
   • Illustrator Recent version
   • Photoshop Recent version
   • Page Maker Recent version
   • InDesign Recent version
   E-mail: minimum reception and transmission capacities: 3 MB

5.2. Printing
   Five color printing press, 72/104 format with CTP
   2 color printing press
   Possibility of other partners in the event of problems
   Proof of external support or additional internal capacity

5.3. Binding: Automated folding and binding with at least 3 assembly points and 2 thermal binding stations.

5.4. Dispatch: Proven experience in the packaging and dispatch of this type of report.

6. Assignment Duration: The implementation time for the assignment shall be eight (8) working weeks starting from mid-March, with the requirement that the distribution of the Statistical Publications is done no later than the first week of May in each year.

7. Delivery Instructions: A complete delivery for the first year production shall be accomplished on or before May 10th 2019. Any exceptions to this delivery requirement must be clearly indicated on the bid response. A similar time-frame will apply for the following production years.

SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

The proposals submitted by the potential bidders shall be technically evaluated by the Technical Evaluation Committee (TEC) using the following evaluation method:

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:

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

TECHNICAL EVALUATION

1. Mandatory requirements

In order to qualify for consideration, the Bidder must attach to the proposal the following:
- samples/catalogues of the printing service materials of similar quality as the provided in this RFP and its annexes.
- Bidders are required to provide a list of their printing equipment;
- Bidders are required to indicate the minimum delivery period from receipt of the task order.

Bidders who do not meet the mandatory criteria will automatically be disqualified. Proposals submitted in response to this RFP and containing the above mentioned document attached shall be evaluated in accordance with the requirements set forth in this RFP.

2. Organization of the Proposal

A. Executive Summary

The Executive Summary shall contain a summary of the proposal highlighting the salient features of the proposal, with a general description of the approach and plans towards satisfying and supporting the requirements of the RFP, cross-indexed, and all areas presented separately.

It will also feature the Company name, address, contact person’s name and position, telephone and fax numbers, e-mail address.

B. Corporate capability and background.

In this Section, the Bidder will describe what experience the company has had in similar or related tasks. This will also include statements pertaining to the key personnel to be assigned to the Bank’s Contract, if awarded, as well as to the proposed Sub-Contractors (Corporate & Staff).

C. Proposed scope of work

a. Illustrative list of services /items that will be provided by the company as well as a list of similar items or services that is/ was provided to other customers.
### TECHNICAL EVALUATION CRITERIA

#### MANDATORY REQUIREMENTS

<table>
<thead>
<tr>
<th>Criteria</th>
<th>(Pass/Fail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please see Appendix D</td>
<td></td>
</tr>
</tbody>
</table>

#### TECHNICAL EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>Criteria</th>
<th>(Point scale)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criteria #1:</strong> Samples in compliance with terms of reference in terms of type and quality of paper and printing mode</td>
<td></td>
</tr>
<tr>
<td>1 Exceeds specified requirements/standards in a beneficial way to the Bank; No significant weakness noted (Exceptional)</td>
<td>20</td>
</tr>
<tr>
<td>2 Meets requirements/standards (Acceptable)</td>
<td>10</td>
</tr>
<tr>
<td>3 Fails to meet minimum requirements/standards (Poor)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Criteria #2:</strong> Minimum list of equipment (Demonstrated technical capacities in terms of printing, binding, telecommunication, logistics facilities, equipment and software) provide list</td>
<td></td>
</tr>
<tr>
<td>1 List of equipment exceeds the minimum (Exceptional)</td>
<td>15</td>
</tr>
<tr>
<td>2 List of equipment meets the minimum (Acceptable)</td>
<td>10</td>
</tr>
<tr>
<td><strong>Criteria #3:</strong> Logistics capabilities including delivery time and human resources (in terms of experience, skills and expertise) and key personnel designed for this contract.</td>
<td></td>
</tr>
<tr>
<td>1 Proposed delivery within time frame</td>
<td>20</td>
</tr>
<tr>
<td>2 Proposed delivery exceeds time frame, but not more than 3 days</td>
<td>15</td>
</tr>
<tr>
<td>3 Proposed delivery exceeds time frame by more than 3 days but less than 7 days</td>
<td>10</td>
</tr>
<tr>
<td>4 Proposed delivery exceeds time frame by more than 7 days</td>
<td>0</td>
</tr>
<tr>
<td><strong>Criteria #4:</strong> Project Plan and implementation methodology: (timeline, methodology, subcontracting, logistics for production and distribution, methods of disposal of waste measure of environmental considerations, cost control mechanism)</td>
<td></td>
</tr>
<tr>
<td>1 Concept of operation for the execution of services in relation to subject TOR Vendor to describe all processes and equipment/software involved in printing services. (The bidder to describe procedure for printing including) (Full Description - demonstrates confident, qualify methods statement, detailed work distribution, sustainable and environmental considerations, disposal and logistics)</td>
<td>25</td>
</tr>
<tr>
<td>2 Intermediate Description (demonstrates less qualify methods statement, detailed work distribution, sustainable and environmental considerations, disposal and logistics)</td>
<td>20</td>
</tr>
<tr>
<td>3 Basic Description (did not demonstrates full or intermediate methods statement, undetailed qualify methods statement, detailed work distribution, sustainable and environmental considerations, disposal and logistics)</td>
<td>10</td>
</tr>
<tr>
<td><strong>Criteria #5:</strong> Demonstrated experience in the production of similar publications of international standard, which include similar scope of activities as described in this RFP and for international organizations. In this regard, the printer will submit at least 3 references for 3 similar contracts.</td>
<td></td>
</tr>
<tr>
<td>1 &gt; 5 years of experience in similar business</td>
<td>10</td>
</tr>
<tr>
<td>2 Up to 5 years of experience in similar business</td>
<td>5</td>
</tr>
<tr>
<td><strong>Criteria #6:</strong> Quality Assurance Plan</td>
<td></td>
</tr>
<tr>
<td>1 Identifying deficiencies in quality of services</td>
<td>5</td>
</tr>
<tr>
<td>2 Documenting and enforcing quality control</td>
<td>3</td>
</tr>
<tr>
<td>3 Quality control personnel for accountability purposes</td>
<td>2</td>
</tr>
</tbody>
</table>

**TOTAL (/100)**

A total of at least 70 points is needed to go through the technical evaluation stage. Please note that the provision of samples is mandatory. Contractors who do not provide samples of their work and a list of their printing equipment will be automatically disqualified.
Bidders that score below the minimum mandatory score will be deemed technically non-compliant or unacceptable and their proposal will be excluded from the commercial evaluation. Proposals that are found to be technically acceptable on the basis of the technical evaluation will be further evaluated commercially.

4) A 100-point system is used to assess each proposal. To ensure fair assessment, proposals that obtain at least the average score for each assessment criterion and reach a minimum baseline of 70 points as a total score will be technically qualified 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**

5) 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:

\[
Nf \text{ (financial score)} = 100 \times \frac{Fm}{F}
\]

\[F = \text{amount of financial proposal converted in the common currency}.

**FINAL RANKING**

6) The bidder or bidders with the highest combined technical and financial score will be ranked first and eligible for award of the contract using formula: 

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

**POST-QUALIFICATION**

7) Prior to award of the contract, the Bank may undertake site visit to any prospective bidder’s office and carry out due diligence review in order to validate the information provided in the RFP response.

8) The Bank reserves the right to contact references provided by bidders in order to validate information provided in the RFP response. The Bank also may undertake on-site visit to any provided contact references. Prospective bidders should be ready to facilitate an on-site visit at the Client place with meetings with key stakeholders of the project.

9) The selected Bidder will be required to provide an Insurance certificate for professional liability of the bidder.

**AWARD OF CONTRACT**

10) 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.

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

To the African Development Bank

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2019/0004 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
BIDDER INFORMATION SHEET

1. Bidder’s Legal Name:

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

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

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

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

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

7. Attached are copies of original documents of:
   - Articles of Incorporation or Registration of firm named and information on the capital structure.
   - In case of JV, letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement
   - In case of government owned entity from the Bank’s member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.
   - Organizational chart of the company and list of current staff
Appendix 6C1

**AVERAGE ANNUAL TURNOVER**

RFP Reference: ADB/RFP/CHGS/2019/0004

[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.: __________________

---

### Annual turnover data (construction only)

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount and Currency</th>
<th>US$ equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Financial Information (US$ )

<table>
<thead>
<tr>
<th>Information from Balance Sheet</th>
<th>Historical information for the previous three (3) years (most recent to oldest in USD equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Total Assets (TA)</td>
<td>Year 2017</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>
</tr>
</tbody>
</table>

Information from Income Statement

| (5) Total Revenue (TR)        | Year 2017 | Year 2016 | Year 2015 |
| (6) Profits before Taxes (PBT)|            |            |            |
| Net Worth (1) – (3)           |            |            |            |
| Current Ratio (2) / (4)       |            |            |            |
Appendix 6C2

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.

<table>
<thead>
<tr>
<th>Source of financing</th>
<th>Amount (US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>
Form of Bid-Securing Declaration

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

Bid No.: ADB/RFP/CHGS/2019/0004

To: The 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 Bank 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 this RFP terms and conditions.

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)
### PARTY TO JOINT VENTURE INFORMATION SHEET

<table>
<thead>
<tr>
<th>1. Bidder’s Legal Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. JV’s Party legal name:</td>
</tr>
<tr>
<td>3. JV’s Party Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>4. JV’s Party Year of constitution or registration into a legally enforceable JV:</td>
</tr>
<tr>
<td>5. JV’s Party Legal address in Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>6. JV’s Party 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>7. Attached are copies of original documents of:</td>
</tr>
<tr>
<td>□ Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure.</td>
</tr>
<tr>
<td>□ 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</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>
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.

### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MANDATORY REQUIREMENTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders are required to provide samples/catalogues of items in the TOR with detailed description of product and equipment printed on</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders are required to provide a list of their printing equipment</td>
<td></td>
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<tr>
<td>Bidders are required to indicate the minimum delivery period from receipt of the task order</td>
<td></td>
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</tr>
<tr>
<td><strong>STATEMENT OF CONFORMITY AND BID SUBMISSION FORM</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joint venture and any other form of partnership (JV)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ELIGIBILITY CRITERIA</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Must meet requirement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing or intended JV must meet requirement</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

### MANDATORY REQUIREMENTS

- Bidders are required to provide samples/catalogues of items in the TOR with detailed description of product and equipment printed on.
- Bidders are required to provide a list of their printing equipment.
- Bidders are required to indicate the minimum delivery period from receipt of the task order.

### STATEMENT OF CONFORMITY AND BID SUBMISSION FORM

- 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.

### ELIGIBILITY CRITERIA

- The bidder is from a member country of the Bank.
- If yes, provide evidence, such as, articles of incorporation or registration of firm.
<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments provided</th>
<th>Evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td>memorandum of association (if available), information on the capital structure and legal status of the bidder.</td>
<td></td>
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<tr>
<td>The goods and services offered are produced in a member country of the Bank.</td>
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<tr>
<td>If yes, provide evidence, such as, operating license, information on origin of goods and services.</td>
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<tr>
<td><strong>The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS.</strong></td>
<td></td>
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</tr>
<tr>
<td>The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?</td>
<td></td>
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</tr>
<tr>
<td>The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.</td>
<td></td>
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</tr>
<tr>
<td>The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.</td>
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<tr>
<td>The bidder has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.</td>
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<tr>
<td>The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.</td>
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</tbody>
</table>
### PASS/FAIL CRITERIA

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

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JV (if applicable)</strong></td>
<td>N/A</td>
<td>Existing or intended JV must meet requirement</td>
</tr>
<tr>
<td>The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.</td>
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<td></td>
</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>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder shall provide a JV agreement or letter of intent to form a legally enforceable JV and draft agreement, contact details of the authorized representative of the JV and power of attorney for a PASS.</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### FINANCIAL STANDING

See below

| The bidder has a minimum turnover of at least USD 2,000,000 USD for the last three years 2015, 2016, 2017 or latest. | Must meet requirement | Existing or intended JV must meet requirement | Must meet at least 20% of the requirement | Must meet 40% of the requirement |
| The bidder can demonstrate sound financial performance? | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A |
| If yes, provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the past three years 2015, 2016, 2017 or the latest, | | | | |
| If the laws of the bidders’ country of | | | | |
## Bidders Compliance Requirements

<table>
<thead>
<tr>
<th>PASS/Fail Criteria</th>
<th>Bidders Response</th>
<th>Comments / Evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td>establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years 2015, 2016, 2017 or the latest.</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
</tr>
<tr>
<td>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?</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>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.</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

#### General and specific experience

| The bidder has been in business for the past five (5) years. | Must meet requirement | Must meet requirement |
| If yes, provide evidence, such as, information on the bidder’s company (description, including a short history, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business). | Must meet requirement | N/A |
| The bidder has experience in at least three (3) similar contracts as a prime contractor within the last three (3) years, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other | Must meet requirement | Must meet requirement |

01 BP 1387, Abidjan 01 Côte d'Ivoire  Tel : +225 20 26 10 20 – e-mail: tender@afdb.org - Internet: www.afdb.org
<table>
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<th>Bidders Response</th>
<th>Comments provided / Evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 3 years.</td>
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<tr>
<td>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.</td>
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</tr>
<tr>
<td><strong>HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION</strong></td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
</tr>
<tr>
<td>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.</td>
<td></td>
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<tr>
<td>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.</td>
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<tr>
<td>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.</td>
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</tr>
<tr>
<td><strong>CONFLICT OF INTEREST</strong></td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
</tr>
<tr>
<td>The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.</td>
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<tr>
<td>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.</td>
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<tr>
<td>A bidder shall PASS all above criteria to be considered for the next stage.</td>
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<tr>
<td>Remarks (Accept/Reject for the next stage)</td>
<td></td>
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</tbody>
</table>
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.

<p>| Non-Performing Contracts – contracts terminated in the past three (3) years for unsatisfactory performance or default |</p>
<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination:</td>
<td></td>
</tr>
</tbody>
</table>

| Pending Litigation |
| No pending litigation |

<p>| Pending litigation |</p>
<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser: Contract description: Address of Purchaser: Contract award date: Matter in dispute:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser: Contract description: Address of Purchaser: Contract award date: Matter in dispute:</td>
<td></td>
</tr>
</tbody>
</table>
# CONFLICT OF INTEREST DISCLOSURE FORM

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

<table>
<thead>
<tr>
<th>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?</td>
<td></td>
</tr>
<tr>
<td>Are you an employee or stakeholder of the Bank?</td>
<td></td>
</tr>
<tr>
<td>Has the Bank offered you a contract of employment in the last 12 months?</td>
<td></td>
</tr>
<tr>
<td>Are you participating in more than one proposal in the procurement process?</td>
<td></td>
</tr>
<tr>
<td>Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?</td>
<td></td>
</tr>
<tr>
<td>Have you held a position in government in the last 3 years? For example, a ministerial position</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

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.

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

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

Your Technical Proposal should include, among others, the details explained in the technical evaluation table.

D. **Manpower/Staffing**

The bidder will determine what type and how much manpower and other resources will be organized to perform the tasks of the TOR. The Bidder should provide sufficient documentation to demonstrate the said criteria.

E. **Quality Control Plan**

The Bidder shall detail the methods used to ensure quality control for products, materials, equipment and particularly services under this contract. It should also suggest fall-back solutions and capacities to mitigate risks (e.g. Performance under crisis situations) related to the execution in order to finalize the proposed task within the given deadlines, etc. As a minimum, the quality control plan will include the elements mentioned below:

b. Specialize in printed services and have a minimum of five (5) years of experience in printing services on a large scale.

list of contract performances/purchase orders completed by the company in the last three years with minimum of 3 reference letters from clients attesting to satisfactory completion of tasks (Preferably of large organizations such as UN, Governments, NGOs, and Private entities).

*(Additional pages can be added if necessary)*
SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE
BID SUBMISSION FORM

To the African Development Bank

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2019/0004 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 FORM

#### Part A-Production of Books and Corrections

**A-1 Production of Books**  
The unit cost indicated should cover for design, layout, printing and binding.

<table>
<thead>
<tr>
<th>Number</th>
<th>Publication</th>
<th>Language</th>
<th>Quantity (Each)</th>
<th>Number of Pages (Content)</th>
<th>Unit Cost (USD)</th>
<th>Total Cost</th>
<th>Additional 4 pgs (±) (USD)</th>
<th>Additional (±) 50 copies (USD)</th>
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<td></td>
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Total Cost A1
PRICE SCHEDULE FORM

PART A-2 Cost pertaining to corrections/changes to be invoiced at an hourly rate as per the table below:

<table>
<thead>
<tr>
<th>Corrections</th>
<th>Hourly Rate (USD)</th>
<th>Estimated Quantity (Not to exceed)</th>
<th>Total Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A2</td>
<td></td>
<td>1,000</td>
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</tr>
</tbody>
</table>

Based on past years’ experience and estimated quantities, the maximum time allowed at hourly rates are 1,000 hours.

Time allocated to correction need to be authorized and or validated by the Bank.

TOTAL COST PART A – Production and Corrections of Books

<table>
<thead>
<tr>
<th>Production &amp; Correction-Books</th>
<th>Cost of Production of Books</th>
<th>Cost of Corrections</th>
<th>Total Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A=A1+A2</td>
<td>A1</td>
<td>A2</td>
<td>A</td>
</tr>
</tbody>
</table>

Note: Bidders are requested to include unit prices of any other additional services they wish to propose to the Bank, including an alternative way to cost for corrections. It should be noted, however, that this information will be considered only for the selected bidder, after the conclusion of the evaluation process as part of contract negotiation.
## PRICE SCHEDULE FORM

**Part B - Production of E-Books.**

<table>
<thead>
<tr>
<th>Category</th>
<th>Publication</th>
<th>Language</th>
<th>Qty(each)</th>
<th>Number of pages(content)</th>
<th>Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EBOOKS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 1 - Annual Report</td>
<td>English</td>
<td>1</td>
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</tr>
<tr>
<td>Item 1 - Annual Report</td>
<td>French</td>
<td>1</td>
<td>324</td>
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</tr>
<tr>
<td>Item 2 - Compendium of Statistics on Bank Group Operations</td>
<td>English / French</td>
<td>1</td>
<td>204</td>
<td></td>
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<tr>
<td>Item 3 - African Statistical Yearbook</td>
<td>English / French</td>
<td>1</td>
<td>356</td>
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<td></td>
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<tr>
<td>Item 4 - Gender, Poverty and Environmental Indicators</td>
<td>English / French</td>
<td>1</td>
<td>324</td>
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<tr>
<td>Item 5 - ADB Statistics Pocketbook</td>
<td>English / French</td>
<td>1</td>
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<tr>
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<td>Item 7 - Tracking progress in Africa</td>
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<tr>
<td>Item 7 - Tracking progress in Africa</td>
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<td>1</td>
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<tr>
<td>Item 8 - Infrastructure Report</td>
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<td>1</td>
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<tr>
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<tr>
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<td>1</td>
<td>124</td>
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<tr>
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<td>1</td>
<td>44</td>
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<td>1</td>
<td>44</td>
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<tr>
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<td>1</td>
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<tr>
<td>Item 13 - Africa Tourism Monitor</td>
<td>English / French</td>
<td>1</td>
<td>64</td>
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<tr>
<td>Item 14 - Additional Publication 1</td>
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<tr>
<td>Item 15 - Additional Publication 2</td>
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<td>1</td>
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<tr>
<td>Item 16 - African development Report</td>
<td>English</td>
<td>1</td>
<td>372</td>
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<tr>
<td>Item 16 - African development Report</td>
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<tr>
<td>Item 17 - African development Report Overview</td>
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<td>Item 17 - African development Report Overview</td>
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**Total – Part B (Ebooks)**: 1,228 USD

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RFP Quality and Price – open competition (version March 2016)

01 BP 1387, Abidjan 01 Côte d’Ivoire Tel: +225 20 26 10 20 – e-mail: tender@afdb.org · Internet: www.afdb.org
### PRICE SCHEDULE FORM

#### PART C - Production of CD Roms, Flash Drive and Pens

<table>
<thead>
<tr>
<th>Category</th>
<th>Publication/Item</th>
<th>Estimated Qty (each)</th>
<th>Unit cost (USD)</th>
<th>Total Cost (USD)</th>
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<tr>
<td></td>
<td>Item 2 – COMPENDIUM report (Paper Sleeve)</td>
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<td></td>
<td>Item 3 – YEARBOOK report (Paper Sleeve)</td>
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<td>Item 4 – Gender report (Paper Sleeve)</td>
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<td></td>
<td>Item 7 – Tracking progress in Africa (Paper Sleeve)</td>
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<td>Item 8 – Infrastructure Report (Paper Sleeve)</td>
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<td>Item 10 – Purchasing Power Parities and Real Expenditure (main) report (Paper Sleeve)</td>
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<td>Item 14 – Additional Publication (Paper Sleeve)</td>
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<tr>
<td></td>
<td>Item 15 - African Development Report - French &amp; English</td>
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<td></td>
<td>Item A - Annual Report – Normal USB (2 GB)</td>
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<td></td>
<td>Item C – Statistical Publications – Normal USB (2 GB)</td>
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<td>Item C – YEARBOOK Normal USB (2 GB)</td>
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<td></td>
<td>Item B - Annual Report – PENS (Pen with flashlight, engraved with logo) (2 GB)</td>
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<td><strong>USB</strong></td>
<td>Total Part C- (CD Roms, USB &amp; Pens)</td>
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</tbody>
</table>

**GRAND TOTAL A+B+C**

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1 Final quantities will be agreed upon with the selected bidder based on the actual needs of the Bank
ARTICLE 3: ELIGIBILITY

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

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

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

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

3.3 In order to be eligible:

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

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

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

a) The Natural Person or Business has become bankrupt, is insolvent or, in the case of a Business, is in the process of winding-up; is being administered by an administrator 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.
<table>
<thead>
<tr>
<th>REGIONAL COUNTRIES</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>41. Sao Tome &amp; Principe</td>
<td>42. Senegal</td>
<td>43. Seychelles</td>
<td>44. Sierra Leone</td>
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<tr>
<td>45. Somalia</td>
<td>46. South Sudan</td>
<td>47. Sudan</td>
<td>48. Swaziland</td>
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<tr>
<td>49. Tanzania</td>
<td>50. Togo</td>
<td>51. Tunisia</td>
<td>52. Uganda</td>
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</tr>
<tr>
<td>53. Zambia</td>
<td>54. Zimbabwe</td>
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<table>
<thead>
<tr>
<th>NON REGIONAL COUNTRIES</th>
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</thead>
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<tr>
<td>25. United Kingdom</td>
<td>26. United States of America</td>
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</table>
PART II – GENERAL AND SPECIFIC CONDITIONS, CODE OF CONDUCT

SECTION 9: CODE OF CONDUCT FOR THE BANK, SERVICE PROVIDERS, SUPPLIERS AND CONTRACTORS

The African Development Bank: The African Development Bank (The Bank) is built around strong values and ethical culture. These values are founded on ethical standards such as respect for essential human rights, social justice and human dignity, and respect for the equal rights of men and women, to which the Bank’s business partners are expected to adhere.

1. International Labour Conventions and Recommendations: The International Labor Standards (i.e., Conventions and Recommendations) as established by the International Labor Organization (ILO), have served as the foundation on which much of this Code of Conduct is based. It is the Bank’s expectation that any supplier providing products or services to the Bank will, in addition to the values of the Bank Charter, adhere to the principles concerning International Labor Standards.

2. Scope of Application: The purpose of this Code of Conduct (the “Code”) is to outline the key principles of conduct expected from all Potential suppliers, service providers, suppliers and contractors, that are registered with the bank or with whom it does business (”You”, “Your”) and the Bank (“Us”, “We”, “Our”).

2.1. The principles and spirit of the Code also applies to your suppliers, subcontractors, employees, parent, subsidiary, affiliate entities and any other third party (“They”, “Them”) with whom You assign any part of Your obligations. It is your responsibility to ensure that the Code is communicated to them and they are aware and comply with the principles and spirit of the Code for the contracts that the Bank signs with you.

2.2. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents. Prospective suppliers are invited to review the specific terms and conditions of contract, procurement policies of the Bank, and this Code of Conduct in order to ascertain their current and future eligibility.

2.3. As a contractor, you and we agree to respect the principles and spirit of the Code. You should be aware that any violation of the Code may be considered as breach of these Code of Conduct and Your obligations that could result in actions being invoked by Us, including the right of termination of the contract and any other relationship without notice and/or without compensation at Your risk and expense, moving in to undertake investigations if necessary and, recovery of any assets that will be due to Us.

3. Management, Monitoring and Evaluation: The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the Bank. The Bank expects suppliers to strive to exceed both international and industry best practices. The Bank also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The Bank recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly. The Bank shall conduct sensitization to all staff and suppliers to enhance their awareness and compliance with this Code.
YOUR OBLIGATION

4. Labour:

4.1. Forced or Compulsory Labour: The Bank expects its suppliers to prohibit forced or compulsory labour in all its forms.²

4.2. Child Labour: The Bank expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.³

4.3. Discrimination: The Bank expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, gender, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.⁴ The BANK expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

4.4. Wages, Working Hours and Other Conditions of Work: The Bank expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the Bank and the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers must be complying with the proposal agreed by the Bank and should never be less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.⁵ The Bank is entitled to verify the wages, working hours and Other Conditions of Work applied by its providers.

4.5. Health and Safety: The Bank expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.⁶

² This principle is set out in the ILO fundamental conventions, No. 29, Forced Labor, 1930, its Protocol of 2014 and No. 105, Abolition of Forced Labor, 1957.
³ These principles are set out in the ILO fundamental Conventions, No. 138, Minimum Age, 1973 and No. 182, Worst Forms of Child Labor, 1999 and in the UN Convention on the Rights of the Child.
⁴ These principles are set out in the ILO fundamental Conventions, No. 100, Equal Remuneration, 1951 and No. 111, Discrimination (Employment and Occupation), 1958.
⁵ These principles are set out in ILO Conventions No. 95, Protection of Wages, 1949 and No. 94, Labor Clauses (Public Contracts), 1949 and in a number of Conventions addressing working time (see: http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm).
4.6. **Human Rights:** The Bank expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.  

4.7. **Harassment, Harsh or Inhumane Treatment:** The Bank expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. The Bank further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use nor engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse.

4.8. **Sexual exploitation:** Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the Bank. Prior to entering into agreements with the Bank, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the BANK. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for gender, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The Bank expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The BANK also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. Bank contracts will contain provisions concerning a supplier’s obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the Bank.

4.9. **Inhumane treatment:** No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated by the Bank, nor is there to be the threat of any such treatment.

4.10. **Mines:** The BANK expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

5. **Environment:**

5.1. **Environmental:** The Bank expects its suppliers should have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

5.2. **Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

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7 These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see http://www.unglobalcompact.org/Issues/human_rights/index.html)

8 This prohibition arises out of the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on their Destruction (Ottawa Treaty, the Anti-Personnel Mine Ban Convention). The Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on their Destruction is the cornerstone of the international effort to end the suffering and casualties caused by anti-personnel mines. The Convention was adopted on 18 September 1997 and it entered into force on 1 March 1999. To date, 164 States have formally agreed to be bound by the Convention.

The Convention provides a framework for mine action, seeking both to end existing suffering and to prevent future suffering. It bans the use, stockpiling, production and transfer of anti-personnel mines. In addition, States that accede to the Convention accept that they will destroy both stockpiled and emplaced anti-personnel mines, and assist the victims of landmines (https://www.apminenbanconvention.org/overview-and-convention-text/).
5.3. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities, for Bank related projects, are to be monitored, controlled and treated as required prior to discharge or disposal.

5.4. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

5.5. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

6. Ethical conduct:

6.1. Corruption: The Bank expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or kickback.

6.2. Conflict of Interest: Bank suppliers are expected to disclose to the Bank any situation that may appear as a conflict of interest, and disclose to the Bank if any Bank official or professional under contract with the Bank may have an interest of any kind in the supplier’s business or any kind of economic ties with the supplier.

6.3. Gifts and Hospitality: The Bank has a “zero tolerance” policy on gifts and hospitality and does not accept any type of gift or any offer of hospitality. The Bank will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The Bank expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a Bank staff member in order to facilitate the suppliers’ business with the Bank.

6.4. Post-employment restrictions: Post-employment restrictions may apply to Bank staff in service and former Bank staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. Bank suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

6.5. Money laundering: The Bank expects its suppliers to comply with Legislation, regulations and the best international standards for combating money laundering and terrorism financing. Money laundering is defined as the process where the identity of the proceeds of crime are so disguised that it gives the appearance of legitimate income. Criminals specifically target financial services firms through which they attempt to launder criminal proceeds without the firm’s knowledge or suspicions. The Bank encourages suppliers to adopt AML/CFT compliance strategies to avoid such situations.

6.6. Due Diligence: The Bank suppliers are not expected to have or be involved in any integrity issues that may bring the Bank into disrepute. The Bank will therefore undertake due diligence on its suppliers and will adhere to standards required to maintain its reputation and integrity.

6.7. Social Corporate Liability: The Bank suppliers are encouraged to promote the social responsibilities of business and their contribution to the decent work agenda shall be regarded by the Bank as a central part of Banks efforts to promote economic and social progress.

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9 (SCA-licensed entities with the provisions of Federal Law No. (4) of 2002 Concerning Combating Money Laundering Crimes and Terrorism Financing; the amendments thereof; and the regulations issued thereunder and with the SCA Board Chairman’s Resolution No. (17/R) of 2010 Concerning Anti-Money Laundering and Counter-Terrorism Financing Procedures and the amendments thereof.

10 “Corporate Social Responsibility is one of the important ways today in which enterprises affirm their principles and values, both in their own internal processes and operations and in their interaction with other actors.

While enterprises are increasingly reflecting the principles that underpin international labor standards in their CSR policies, for the ILO it is important to emphasize the voluntary nature of CSR” (cf. https://www.ilo.org/empent/Informationresources/WCMS_101253/lang--en/index.htm).
You undertake to:

7. Act in good faith:
   7.1. execute Your obligations with the highest professional standard to the industry standards and practices in which you operate and in accordance with the provisions of the contract;
   7.2. Refrain from any action that may represent reputational risk to us.

8. Fulfil an advisory and partnership role:
   8.1. Exercise due care, diligence and skill in providing expert and advisory services, when required, on the implementation and performance of the goods, services and/or works under the contract.

9. Maintain Confidentiality and Security of Information:
   9.1. take appropriate steps to safeguard and maintain confidentiality of Our confidential information, including maintaining it in confidence, in a secure location and not disclosing it to third parties (not assigned to the contract) without Our prior written consent, during the contract period and after its conclusion;
   9.2. not use our name and logo for any purpose without our prior written consent;
   9.3. Observe the utmost discretion in all matters relating to us, our business and activities.

10. Take appropriate steps to manage any of conflict of interest:
    10.1. disclose any actual or potential conflict of interest;
    10.2. Disclose any interest our staff or agent may have in your business or any other economic ties with you.

11. Be transparent:
    11.1. implement an open book approach;
    11.2. provide any information and/or documentation relating to the contract upon request, in a timely manner;
    11.3. place at Our disposal any according or financial information relating to the contract upon request;
    11.4. Fully cooperate and provide assistance in any investigation relating to the contract that we commission or conduct (including audits or investigation relating to fraudulent and corruptive practices).

12. Ensure the probity and integrity of Your staff working on Our contracts:
    12.1. employ staff who meet minimum requirements in relation to criminal conviction, security clearance and qualification;
    12.2. replace any staff, as soon as possible, who are unsatisfactory to carry out the services under the contract;
    12.3. Ensure your staff, whilst on our premises, are aware of our code of conduct for staff and conduct themselves in the same manner as our staff are expected to conduct themselves.

13. Submit to Audit:
    13.1. Permit us to inspect your accounts and records relating to your performance of the contract and have them audited by auditors appointed by us.

14. Endeavour to improve services and deliver value for money:
    14.1. actively seek to optimise service delivery through savings and efficient cost management through the life of the contract;
    14.2. proactively pursue continuous improvement of services to reduce waste and improve efficiency across Our organization;
    14.3. Support Our “Green” initiatives.

OUR OBLIGATION

We will:

14.4. carry out Our obligations with due care and skill and in accordance with the contract;
14.5. make all payments due as soon as possible;
14.6. work with You to optimise service delivery;
14.7. make you aware of Our policies which you are required to comply;
14.8. Provide all documentation you require to perform your obligations as soon as possible.

Contacts: Any questions related to this Code of Conduct can be addressed to the African Development Bank Corporate Procurement Division (CHGS.2) at email: corporateprocurement@afdb.org.
SECTION 10 – General Terms and Conditions for the Purchase of Goods and Services

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 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
African Development Bank

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 invoices 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 initiative of the Supplier after approval of the Bank.

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
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 penalties the day after the contract period of performance 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 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
CONTRACT FOR DESIGN, PRINTING AND DELIVERY OF BANK PUBLICATIONS

CONTRACT No. XXXXXXX

BETWEEN

THE AFRICAN DEVELOPMENT BANK

AND

XXXXXXX

[Insert date]
SECTION 1

THIS CONTRACT is made on the [insert date] day of XXXXX

THE AFRICAN DEVELOPMENT BANK an International Financial Institution having its headquarters on Avenue Joseph Anoma, 01 BP 1387, ABIDJAN 01, COTE D’IVOIRE, and currently located and operating for the purposes of this Contract from its Head Quarters in Abidjan, 06 Avenue Joseph Anoma, 01 BP 1387 Abidjan 01, Cote d’Ivoire, (hereinafter referred to as the “Bank”)

AND

XXXXXXX a company duly incorporated and existing under the laws of XXXXX, company registration number XXXXX and having its registered office address located at XXXXXX, (hereinafter referred to as the “Supplier”).

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

WHEREAS:

(i) The Bank requires the provision of Goods and Services as detailed in the Goods and Services Schedule. Following a procurement process, the Bank has appointed the Supplier to provide the Goods and Services and the Supplier hereby agrees to provide the Goods and Services in accordance with the terms and conditions set out below.

(ii) The Supplier has represented and affirmed to the Bank that it has the required qualifications, professional skills, experience, personnel, technical resources and capability to provide the Goods and Services.

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

1. TERMS OF THE CONTRACT

1.1 The Supplier shall provide the Bank with the Goods and Services in accordance with the terms and conditions of this Contract that shall comprise of all documents set out below in paragraph 1.2 (as the same may be supplemented or varied from time to time).

1.2 The following documents (the “Contract Documents”) shall be deemed to form, and be read and construed as integral part of this Contract:

  - Section 1: Form of Contract
  - Section 2: General Conditions of Contract
  - Section 3: Special Conditions of Contract
  - Schedule A: Goods and Services Schedule
  - Schedule B: Pricing/Payment Schedule
1.3 The Contract shall take effect from the date of the last signature of the Contract,(the Commencement Date”) and shall expire automatically on ..........MARCH 2022, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise extended.

1.4 The Bank may extend the Contract, for further periods of 1 (ONE) year, up to a maximum of 5 (FIVE) years. Unless otherwise provided, the provisions of the Contract will apply throughout any such extended period.

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

SIGNED for and on behalf of The BANK
SIGNATURE……………………………

SIGNED for and on behalf of XXXXXXX
SIGNATURE……………………………

NAME……………………………………

POSITION………………………………..
SECTION 2
GENERAL CONDITIONS OF CONTRACT

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A GENERAL PROVISIONS

A1 Definitions and Interpretation
A1.1 In this Contract, the following terms shall be interpreted as indicated below.

“Additional hours” means the hours worked by the Supplier specifically to make corrections to a publication subsequent to and additional to corrections made following the first Proof.

“Bank” means the African Development Bank, purchasing the Goods and Services.

“Bidding Documents” means the collection of documents issued by the Bank to instruct and inform potential suppliers of the process to submit a Proposal, selection of the winning Proposal and contractual conditions governing the relationship between the Bank and the Supplier.

“Coercive Practice” means impairing, harming, threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

“Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

“Commencement Date” means the date set out in paragraph 1.3 of the Form of Contract.

“Contract” means this written agreement entered into between the Bank and the Supplier consisting of the Contract Documents. In the event of any ambiguity or conflict between the Contract Documents, the order of precedence shall be the order in which the Contract Documents are specified in the Form of Contract.

“Contract Documents” means the documents as specified in the Form of Contract forming part of the Contract.

“Contract Price” means the price payable to the Supplier by the Bank under the Contract for the full and proper performance by the Supplier, satisfactory to the Bank, of its obligations under the Contract as specified in Schedule B Pricing/Payment Schedule.

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

“Equipment” means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under the Contract.

“Form of Contract” means the documents comprising section 1 of the Contract signed by or on behalf of the parties confirming their willingness to enter into and be bound by the terms of the Contract.

“Fraudulent Practice” means any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
“General Conditions of Contract” or “GCC” means the conditions as set out in section 2 of the Contract.

“Goods” means the goods to be supplied by the Supplier under the Contract as specified in Schedule A (Goods and Services Schedule) (including any modified or alternative goods as may be provided in accordance with clause D1 (Intellectual Property Rights).

“G&S” means the Goods and Services.

“Intellectual Property Rights” means any and all copyright, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

“International Entity” means the World Bank, Asian Development Bank, Inter-American Development Bank, European Bank for Reconstruction and Development or any other participating institution in the cross debarment agreement signed with the Bank.

“Obstructive Practice” means

(a) deliberately destroying, falsifying, altering, or concealing 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

(b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights.

“Property” means the property, other than real property, issued or made available to the Supplier by the Bank in connection with the Contract.

“Proposal” means the Supplier’s technical and financial proposal submitted to the Bank in response to the Bidding Documents.

“Services” means the services to be supplied by the Supplier under the Contract as specified in Schedule A (Goods and Services Schedule) (including any modified or alternative services as may be provided in accordance with clause D1 (Intellectual Property Rights).

“Special Conditions of Contract” or “SCC” means the conditions as set out in section 3 of the Contract.

“Subcontractor” means any person to whom any of the obligations of the Supplier under the Contract is subcontracted directly or indirectly by the Supplier and includes its legal successors or permitted assignees.
“Supplier” means the person(s) who has been appointed by the Bank and accepted to perform the Contract and is named as such in the Form of Contract and includes the legal successors or permitted assignees of the Supplier.

“Warranty Period” means the period of validity of the warranties given by the Supplier commencing on the date of acceptance of the G&S, during which the Supplier is responsible for defects with respect to the G&S and other related services.

A1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b) words importing the masculine include the feminine and the neuter;

(c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

(d) reference to any person shall include natural persons, businesses, partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

(e) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and

(f) headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

A2 Language

A2.1 The Contract Documents, all correspondence, and communication to be given shall be written in the language specified in the SCC, and the Contract shall be construed and interpreted in accordance with that language.

A3 Supplier’s Status

A3.1 At all times during the Contract period the Supplier shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorized to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

A3.2 All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be the responsibility of the Supplier and shall not be deemed to be employees of the Bank. Nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Bank.

A3.3 If the Supplier is a joint venture of two or more persons, all such firms shall be jointly and severally bound to the Bank for the fulfillment of the provisions of the Contract and shall designate one of such persons to act as the authorized representative with Bank to bind the joint venture. The composition or constitution of the joint venture shall not be altered without the prior written consent of the Bank.
A4 Incoterms
A4.1 The meaning of any trade term and the rights and obligations of the Parties thereunder shall be as prescribed by the current edition of Incoterms published by the International Chamber of Commerce, Paris, France.

A5 Contract Period
A5.1 The Contract shall take effect on the Commencement Date and shall expire automatically at midnight on the date set out in the Form of Contract, unless otherwise terminated or extended.

A5.2 The Bank may extend the Contract, for further periods as set out in the Form of Contract. Unless otherwise provided, the provisions of the Contract will apply throughout any such extended period.

A6 Notices
A6.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing. Such notice shall be deemed to be duly given when it has been delivered by hand, registered mail, courier or facsimile to the Party to which it is required to be given, at such Party’s address as specified in the SCC.

B. PERFORMANCE OF THE CONTRACT

B1 Specification
B1.1 The Supplier shall provide the G&S in accordance with the Bank’s requirements as set out in the Goods and Services Schedule and the provisions of the Contract.

B1.2 Timely supply of the G&S shall be of the essence of the Contract, including in relation to commencing the supply of the G&S within the timeframe set out in the Contract. If the Supplier fails to deliver the G&S within the time specified in the Contract, the Bank may release itself from any obligation to accept and pay for the G&S and terminate the Contract, in either case, without prejudice to any other rights and remedies of the Bank.

B2 Inspection, Acceptance or Rejection
B2.1 The Bank shall have thirty (30) calendar days after proper receipt of the G&S purchased to inspect them and either to accept or reject them as non-conforming with the Contract.

B2.2 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.

B2.3 Based on an inspection of a valid sample, the Bank may reject the G&S in whole or in part. If Goods delivered are found to be defective or Services performed by the Supplier are found to be unsatisfactory, the Bank shall have the right to require the correction thereof by the Supplier at the Supplier’s expense. The Bank may charge the Supplier for the cost of inspecting or re-inspecting rejected G&S.

B2.4 The Supplier agrees that the Bank's payment under this Contract shall not be deemed acceptance of any G&S delivered hereunder. Failure to reject the G&S within thirty (30) days of proper receipt of the G&S shall be deemed acceptance. However, acceptance whether express or implied, shall not relieve the Supplier of its warranty obligations or liability for latent defects.
B3 Delivery
B3.1 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods by the Supplier’s personnel, suppliers or carriers at such place as the Bank or duly authorized person shall reasonably direct.

B3.2 The Supplier shall indicate the Contract number on all shipping documents, packing slips, packages and correspondence delivered to the Bank.

B3.3 Any access to the Bank’s premises and any labor and equipment that may be provided by the Bank in connection with delivery shall be provided without acceptance by the Bank of any liability whatsoever to the extent permitted by law.

B3.4 Where access to the Bank’s premises is necessary in connection with delivery or installation of the Goods, the Supplier and Subcontractors shall at all times comply with the security requirements of the Bank. The bank may terminate the contract if the Supplier or any Subcontractors fail to comply with the security requirements of the Bank.

B3.5 The Bank shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Contract.

B3.6 The Bank shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Bank elects not to accept such over-delivered Goods it shall give notice in writing to the Supplier to remove them within five (5) working days and refund to the Bank any expenses incurred by the Bank as a result of such over-delivery (including but not limited to the costs of the administration, moving and storing of the Goods), failing which the Bank may dispose of such Goods and charge the Supplier for the costs of the administration, moving, storing and disposal of such goods. The risk in any over-delivered Goods shall remain with the Supplier unless they are accepted by the Bank.

B3.7 Unless expressly agreed with the Bank, the Bank shall not be obliged to accept delivery of G & S by installments. If, however, the Bank does specify or agree to delivery by installments, delivery of any installment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Bank, entitle the Bank to terminate the whole of any unfulfilled part of the Contract without further liability to the Bank.

B4 Title and Risk
B4.1 Title to all Goods furnished under the Contract 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 G&S or acceptance of the G&S. The Supplier shall assume all risk of loss of damage for the Goods until such time the title passes to the Bank.

B5 Non-Delivery
B5.1 On dispatch of any consignment of Goods, the Supplier shall send the Bank an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where the Goods, having been placed in transit, fail to be delivered to the Bank on the due date for delivery, the Bank shall (provided that the Bank has been advised in writing of the dispatch of the Goods), within ten (10) working days of the notified date of delivery, give notice to the Supplier that the Goods have not been delivered and may request the Supplier to deliver
substitute Goods free of charge within the timescales specified by the Bank or terminate the Contract.

**B6  Labelling and Packaging**

B6.1 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.

B6.2 Unless the Bank agrees to the contrary in writing, the Supplier shall be responsible for the removal and disposal of all packaging materials from the Bank’s premises within the period specified by the Bank and at no cost to the Bank.

**B7  Environmental Protection**

B7.1 The Supplier shall ensure that the work performed under the Contract meets the legal requirements in force on the environment, safety, human health and preservation. The Supplier must be able to demonstrate compliance at any time during the performance of the Contract and during the Warranty Period upon request of the Bank.

B7.2 In the event that the legal requirements referred to in clause B7.1 changes during the performance of the Contract the Supplier must comply with such change. Any changes to the contract, requested by the Bank for the Supplier to comply with the new legal requirements shall be intimated to the Supplier in writing by the Bank or be through an amendment of the Contract.

**B8  Manner of Providing the Goods and Services**

B8.1 The Supplier shall perform its obligations under the Contract:

   (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence and

   (b) in accordance with the standards set out in the Contract and in any event in accordance with good industry practice; and

   (c) in compliance with all applicable laws.

B8.2 The Supplier shall acquire and retain in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract, for the duration of the Contract, including, without limitation, visas for the Supplier’s and Subcontractor’s personnel and entry permits for all imported Equipment.

B8.3 If requested by the Supplier, the Bank shall use its best endeavors to assist the Supplier in obtaining all permits, approvals, and/or licenses necessary for the execution of the Contract.

B8.4 The Supplier shall furnish all documents and technical information, including any information necessary for the maintenance or operation of the G&S, that the Bank may deem necessary, in the language requested.
B9  **Supplier’s Personnel**
B9.1 The G&S shall be carried out by the personnel of the Supplier agreed to with the Bank. No substitution of any such personnel and of the billing rates proposed by the Supplier for the replacement personnel shall be made without the Bank’s prior written authorization, such authorization not to be unreasonably withheld.

B9.2 In the event of disruption resulting from the action of a personnel of the Supplier, the Bank may require the Supplier to replace the personnel with another personnel approved by the Bank. The Supplier’s will bear any expense. The Bank will not require to state its reasons for requiring personnel to be replaced.

B9.3 Replacement personnel must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions.

B10  **Inspection of Premises**
B10.1 The Supplier is deemed to have inspected the Bank’s premises before submitting its Proposal or other offer to supply the G&S and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

B11  **License to Occupy Premises**
B11.1 Any land or premises made available from time to time to the Supplier by the Bank in connection with the Contract shall be on a non-exclusive license basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier shall have the use of such land or premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

B11.2 The Supplier shall (and shall ensure that any of its personnel and agents that are engaged within the boundaries of the Bank’s premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Bank’s premises.

B11.3 The Parties agree that there is no intention on the part of the Bank to create a tenancy of any nature whatsoever in favor of the Supplier or its personnel or agents and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Bank retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

B12  **Property**
B12.1 All Property shall be and remain the property of the Bank and the Supplier irrevocably licenses the Bank and its agents to enter any premises of the Supplier during normal business hours on reasonable notice to recover any such Property. The Supplier shall not in any circumstances have a lien or any other interest on the Property and the Supplier shall at all times possess the Property as fiduciary agent and bailee of the Bank. The Supplier shall take all reasonable steps to ensure that the title of the Bank to the Property and the exclusion of any such lien or other interest are brought to the notice of all Subcontractors and other appropriate persons and shall, at the Bank’s request, store the Property separately and ensure that it is clearly identifiable as belonging to the Bank.

B12.2 The Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Bank otherwise within five (5) working days of receipt.

B12.3 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior approval.
B12.4 The Supplier shall ensure the security of all Property whilst in its possession, either on the Bank’s premises or elsewhere during the supply of the G&S.

B12.5 The Supplier shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Bank’s default. The Supplier shall inform the Bank immediately upon becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B13  Eligibility Rules
B13.1 All G&S supplied under the Contract shall be produced in a member country of the Bank as defined in the Bank’s rules on its corporate procurement activities.

B13.2 For purposes of this clause, goods must have a value of which more than half is attributable to production or to originating materials and inputs from one or more member country of the Bank.

B14  Code of Conduct
B14.1 The Supplier declares that it is fully cognizant of and undertakes to comply with the Code of Conduct for Suppliers of the Bank.

C.  PAYMENT

C1  Contract Price
C1.1 Subject to the Bank being satisfied with the Supplier’s performance of its obligations under the Contract, the Bank shall pay the Supplier in consideration of the same. The Contract Price will be payable, following upon the Supplier’s submission to and the Bank’s acceptance of accurate and complete invoices, together with documentary evidence deemed satisfactory by the Bank in support of amounts claimed for payment.

C1.2 The Bank shall, subject to satisfactory performance of the Services, pay to the Contractor the amounts specified in Schedule B to this Contract, based on quantities actually delivered for a total amount not to exceed € xxxx(xxxxxx) per annum including any additional hours overtime costs and additional Physical Colour Proofs, Prints, Blueline and Matchprints collectively referred to as the “Contract Amount”, as stipulated in Schedule B, which Schedule B forms an integral part of this contract hereof. This amount does not include the administrative fees and shipping and freight costs which shall be reimbursed upon provision of documentary evidence satisfactory to the Bank.

C1.3 The total amount not exceeding € xxxx(xxxxx) includes (i) the payment of any ‘additional hours’ payment incurred for corrections/changes after corrections or changes have been made to the first draft of a publication and (ii) the payment of any additional Physical Colour Proofs, Prints, Blueline and Matchprints collectively referred to as the “Contract Amount”, as stipulated in Schedule B, which Schedule B forms an integral part of this contract hereof. This amount does not include the administrative fees and shipping and freight costs which shall be reimbursed upon provision of documentary evidence satisfactory to the Bank.

C1.4 The cost of handling, freight and shipping shall be on reimbursable basis upon production of documentary evidence satisfactory to the Bank.

C1.5 Payment of the Contract Amount shall be in accordance with the modalities specified in Schedule B to this Contract.

C1.6 The prices set forth in the Contractor’s Proposal are fixed and firm and not subject to price escalation.
C1.7 The Contract Price adheres to the following terms:

(a) **Foreign Goods**: Goods supplied from outside the host country are priced as specified in the SCC. The named place of destination and other specific requirements for the contract of carriage shall be as specified in SCC.

(b) **Domestic Goods**: Goods offered from within the host country shall be priced free of customs duties and all taxes levied by the host country. The place of delivery is as specified in SCC.

C1.8 If the Contract includes maintenance and installation services, the prices are deemed to include:

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

(b) The travel allowances and expenses necessitated by changes to the Goods and Services at the initiative of the Supplier after approval of the Bank.

**C2 Payment Terms**

C2.1 In no event shall the Bank be required to pay for any G&S not expressly identified in the Contract.

C2.2 Unless otherwise provided in the Contract, the Bank shall pay only for Goods received and for Services rendered satisfactory to the Bank.

C2.3 Unless otherwise provided, payment will normally be made by bank transfer within thirty (30) days after from receipt of a properly signed invoice.

C2.4 Invoices must be sent in duplicate (one original and one copy) to the address specified in the SCC. Invoices shall contain the following information: Contract number, description of G&S, 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 and any further information specified in the SCC.

**C3 Securities**

C3.1 If provided in the SCC, the Supplier shall provide the securities specified below in favor of the Bank at the times and in the amount, manner and form specified.

C3.2 **Performance Security**

C3.2.1 The Supplier shall, within fifteen (15) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount specified in the SCC.

C3.2.2 The security shall be in the form of a bank guarantee or standby irrevocable sight letter of credit, in favor of the Bank, issued by an eligible banking institution acceptable to the Bank. The letter of credit shall be confirmed in the Bank’s host country by a reputable bank, acceptable to the Bank. The format of the security shall be substantially in accordance with the sample form of performance security included in the Bidding Documents.

C3.2.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the Contract period.
The security shall be returned to the Supplier no later than thirty (30) days after its expiration.

C3.3 Advance Payment Security

C3.3.1 The Supplier may, if it wishes and provided the performance security has been submitted and other Contract conditions fulfilled, receive an advance payment of no more than thirty (30) percent of the Contract Price against delivery of an advance payment security as specified in the SCC.

C3.3.2 The security shall be in the form provided in the Bidding Documents or in another form acceptable to the Bank. The amount of the security shall be reduced in proportion to the value of the Goods received or Services rendered by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Bank. The security shall be returned to the Supplier immediately after its expiration.

C4 Taxes and Duties

C4.1 The Bank is exempt from all taxation, customs duties and other such imposts in its member countries in accordance with Article 57 of the Agreement establishing the Bank. The Supplier shall not claim from the Bank any taxes, levies, license fees or any other such charges which are paid or may be payable to the municipal/local council or any other responsible authority in relation to this Contract. The Bank shall provide the Supplier with documentation reasonably necessary to support any such tax exemptions. If the Supplier improperly charges the Bank for any such taxes, the Supplier hereby authorizes the Bank to deduct the amount of any tax or other impost included on any invoice presented by the Supplier in connection with this Contract, without any cost to the Bank.

C4.2 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 invoices 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.

D. INTELLECTUAL PROPERTY AND PROTECTION OF INFORMATION

D1 Intellectual Property Rights

D1.1 All 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 G&S (“IP Materials”) shall be vested in and become the property of the Bank. All IP Materials shall, upon the completion of G&S or termination of this Contract, be promptly returned to the Bank. All IP Materials shall be sorted and indexed by the Supplier in a manner acceptable to the Bank prior to delivery to the Bank.

D1.2 The Supplier shall ensure that any third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Bank a non-exclusive license or, if itself a licensee of those rights, shall grant to the Bank an authorized sub-license, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such license or sub-license shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Bank to sub-license, transfer, novate or assign to a replacement Supplier or to any other third party supplying G&S to the Bank.

D1.3 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the G&S and the Supplier shall, during and after the Contract period, indemnify and keep indemnified and hold the Bank harmless from and against all actions, suits, claims, demands,
losses, charges, damages, costs and expenses and other liabilities which the Bank may suffer or incur as a result of or in connection with any breach of this clause D1.3.

D1.4 If a third party asserts a claim against the Bank that any materials supplied and/or licensed by the Supplier to the Bank infringes third party’s Intellectual Property Rights, the Supplier will defend the Bank against that claim at the Supplier’s expense and pay all costs, damages, and attorney’s fees awarded against the Bank or that are included in a settlement approved in advance by the Supplier, provided that the Bank:

(a) promptly notifies the Supplier in writing of the claim, and

(b) subject to the rights, immunities, privileges or exemption accorded to the Bank under the Agreement establishing the Bank, allows the Supplier to control, and reasonably cooperates with the Supplier in, the defense and any related settlement negotiations.

D1.5 If a claim is made under clause D1.4, or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Bank and, at its own expense either (i) modify any or all of the G&S without reducing the performance or functionality of the same, or substitute alternative goods and services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or (ii) procure a license to use the Intellectual Property Right(s) and supply the G&S which are the subject of the alleged infringement, on terms which are acceptable to the Bank. In the event that the Supplier determines that none of the foregoing alternatives is reasonably available, then on the Supplier’s written request, 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.

D1.6 The Supplier grants to the Bank a royalty-free, irrevocable, worldwide, non-exclusive license (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Bank reasonably requires in order to exercise its rights under, and receive the benefit of the Contract (including, without limitation, the G&S).

D2 Confidential Information

D2.1 The Supplier shall not, while performing this Contract 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 Contract.

D2.2 No Party shall at any time without written authorization from the other Party, communicate to any person or entity any Confidential Information disclosed to it or obtained by it in the course of performing its obligations under the Contract except for the purpose of performing its obligations under the Contract. All Confidential Information shall be treated as confidential by the Parties and remain the property of the disclosing Party. No Party shall be entitled to use or copy such Confidential Information for any purpose not related to this Contract. For purposes hereof, “Confidential Information” refers to all documents, statistics, reports, data or other information whether in written, oral or other tangible form provided, or made available to, or created, obtained, compiled or prepared by or on behalf of the disclosing Party in respect of, in connection with or by virtue of this Contract.

D2.3 The Party receiving the Confidential Information shall exercise sufficient control over any Confidential Information in order to preserve the confidential nature thereof, and to safeguard the
Confidential Information from theft and/or access by unauthorized personnel and third parties and to ensure that Confidential Information is not used in an unauthorized manner.

D2.4 The obligations under clauses D2.2 and D2.3 shall not be deemed to have been breached to the extent that Confidential Information is: (a) disclosed solely in order to comply with obligations, or exercise rights, under this Contract; or (b) in the public domain other than due to a breach of clauses D2.2 or D2.3 or (c) independently and legally developed or acquired without the obligation of confidentiality; or (d) legally required to be disclosed by operation of law or judicial process, provided that the Party required to make such disclosure has given the other Party prompt prior notice of any such request for disclosure.

D2.5 Where the receiving Party discloses Confidential Information to another person pursuant to clause D2.2, the disclosing Party will (a) notify the recipient that the information is confidential and (b) require the recipient not to disclose the Confidential Information. In every instance, the disclosing Party shall notify the other Party (a) prior to making any such disclosure and (b) promptly of any breach of its confidentiality obligations when it becomes aware of such a breach.

D2.6 The Supplier shall not publish or cause or permit to be published, without the prior written approval of the Bank, the existence of this Contract nor any conclusions or recommendations nor part thereof formulated in the course of or as a result of the performance of the G&S.

D2.7 The Supplier further agrees to include the contents of this clause D2 in all subcontracts and consulting agreements entered into by the Supplier for the performance of the G&S under this Contract.

D2.8 The provisions of this clause D2 shall survive the expiration or the termination of this Contract.

D3 Data Protection
D3.1 The Supplier shall not damage, disclose, alter, lose or destroy any information or data of the Bank unless specifically instructed to do so in writing by the Bank. Nor shall the Supplier use any such information or data for any purpose other than that for which it has been specifically authorized. The Supplier shall maintain appropriate security measures to prevent unauthorized use, disclosure, destruction or loss of any exchange information or data.

D3.2 In the event of loss of any Bank data or information where such loss is due to the intentional act or omission or negligence of the Supplier or any of its Subcontractors, the Supplier shall be responsible for recreating such lost data in the manner and on the schedule set by the Bank. The Supplier shall ensure that all data is backed up and recoverable by the Supplier. The Supplier shall use its best efforts to assure that at no time shall any actions undertaken by the Supplier under this Contract (or any failures to act when the Supplier has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Supplier is working hereunder.

D3.3 The Supplier shall not use the Bank’s name or emblem in the absence of a prior express authorization from the Bank.

D4 Disaster Recovery
D4.1 If the Supplier, at any time during the performance of the Contract is determined by the Bank (at its sole discretion) to provide goods and services essential to the Bank’s mission (based on the nature of an actual or threatened emergency situation), then upon such notice to the Supplier, the Supplier shall take immediate and effective measures to ensure the availability or use of back-up or redundant goods and services and/or system(s) support to deal with such emergency, and to ensure uninterrupted support of the G&S under the Contract so identified.
E. FRAUD AND CORRUPTION

E1 Fraud and Corruption
E1.1 The Supplier represents that no employee of the Bank involved in the award of the Contract has received, or will receive, directly or indirectly, any kind of benefit or advantage from the Supplier, its agents or affiliates, resulting from the award of the Contract or its implementation.

E1.2 The Supplier shall not engage in Corrupt, Fraudulent, Coercive, Collusive or Obstructive Practices in competing for or in executing the Contract.

E1.3 The Bank reserves the right, where the Supplier has been found by the Bank, a national or International Entity to have engaged in Corrupt, Fraudulent, Coercive, Collusive or Obstructive Practices, to declare that the Supplier is ineligible, indefinitely or for a stated period of time, to be awarded a Bank contract.

F. REPRESENTATION AND WARRANTIES

F1 Representations and Warranties
F1.1 The Supplier represents and warrants that:

(a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorized representative of the Supplier;

(b) it 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 G&S, as applicable;

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

(d) it has not been debarred from supplying the G&S by the Bank or any International Entity;

(e) the wages of its 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;

(f) it 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;

(g) as at the Commencement Date, all information contained in its Proposal or other offer made by the Supplier to the Bank remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Bank prior to execution of the Contract and in addition, that it will advise the Bank of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading; and
(h) it owns, or has obtained or is able to obtain valid licenses for, all Intellectual Property
Rights that are necessary for the performance of its obligations under the Contract.

F1.2 The Supplier warrants that all G&S supplied under the Contract are:

(a) new, unused and in conformity with the specifications, drawings or any other description
of the G&S that has been provided by the Bank or samples approved by the Bank;

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

(c) free from any defects in design, workmanship or materials and are fit and sufficient for
all purposes for which such G&S are ordinarily used and for any particular purpose made
known to the Supplier by the Bank.

F1.3 The Supplier acknowledges that the Bank is entitled to verify the accuracy and veracity of the
statements listed in clauses F1.1 and F1.2. 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.

F1.4 All warranties specified in this Contract 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 G&S after notifying the Supplier of their failure to conform to
the Contract or breach of warranty will not be considered a waiver of the Bank’s right to a remedy.

F1.5 Unless otherwise provided in the Contract, the Warranty Period for all G&S, as applicable,
shall be for the period specified in the SCC from the date of acceptance of the G&S pursuant to
clause B2. The Supplier shall carry out all work, such as modifications and repairs, necessary to
comply with the terms of the Contract, 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.

F1.6 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.

F1.7 The foregoing representations and warranties of the Supplier shall survive expiration or
termination of this Contract.

G. RISK DISTRIBUTION

G1 Insurance
G1.1 Unless otherwise specified by the Bank, the Supplier shall, with effect from the
Commencement Date for such period as necessary to enable the Supplier to comply with its
obligations herein, take out and maintain with a reputable insurance company a policy or policies of
insurance providing an adequate level of cover in respect of all risks which may be incurred by the
Supplier, arising out of the Supplier’s performance of its obligations under the Contract, including
death or personal injury, loss of or damage to property or any other loss. Such policies shall include
cover in respect of any financial loss arising from any advice given or omitted to be given by the
Supplier. Such insurance shall be maintained for the Contract period and for a minimum of six (6)
years following the expiration or early termination of the Contract.
G1.2 Upon request, the Supplier shall provide the Bank with certificates of insurance for its insurance coverage.

G2 Force Majeure
G2.1 Neither Party to this Contract shall be responsible for any delay or failure to perform its obligations under this Contract if the delay or failure is attributable to Force Majeure. "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 Contract, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of the Party invoking the Force Majeure, and (d) occurs without the fault or negligence of such Party.

G2.2 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 effect on such Party's performance of its obligations hereunder. During the continuance of such Force Majeure, the obligations of the affected Party shall be suspended to the extent necessitated by such Force Majeure.

G2.3 In the event of Force Majeure which delays or prevents performance of the whole or any part of this Contract for more than thirty (30) days, either Party shall have the right, by notice to the other Party, to terminate this Contract without liability to the other Party.

G3 Liabilities
G3.1 The financial liability of the Bank under the Contract shall not exceed the Contract Price.

G3.2 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 the Contract or applicable laws.

G3.3 The Supplier hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Supplier, or the Supplier’s agents.

G3.4 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 (including, without limitation, reasonable attorneys’ fees) (“Losses”) which the Bank may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Supplier or any of the Supplier’s agents including without limitation all third party claims, and the Supplier will reimburse the Bank for 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. The Supplier shall indemnify the Bank against all third-party claims of infringement of Intellectual Property Rights arising from the performance of the G&S by the Supplier and any of the Supplier’s agents.

G3.5 The provisions set out in this clause G3 shall survive the expiration or termination of this Contract.
G4 Liquidated Damages
G4.1 If the Supplier fails to perform the Contract or any part thereof within the specified time stated in the Contract, the Bank may, without prejudice to any other remedy under this Contract, deduct from the Contract Price, as liquidated damages, the sum as specified in the SCC.

G4.2 The liquidated damages shall begin to accrue the day after the period of performance of the G&S has expired, without the need to notify the Supplier in writing of such default.

H. SUSPENSION AND TERMINATION

H1 Suspension
H1.1 The Bank may at any time suspend the performance of this Contract 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.

H1.2 Suspension of this Contract shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract.

H2 Termination
H2.1 Termination for Bank’s Convenience

H2.1.1 The Bank may terminate this Contract, in whole or in part, at any time for its convenience by giving the Supplier not less than thirty (30) days’ notice of such a termination stating that termination is for the Bank’s convenience, the extent to which performance under this Contract is terminated, and the effective termination date.

H2.2 Termination for Supplier’s Default

H2.2.1 The Bank, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and reasons to the Supplier:

(a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

(b) if the Supplier assigns or transfers the Contract or any right or interest without authorization;

(c) if the Supplier, in the judgment of the Bank, has engaged in Corrupt, Fraudulent, Collusive, Coercive or Obstructive practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights or proper authorization and/or licenses from the owner.
(d) if the Supplier is in material breach of its obligations under this Contract and has not remedied the same within fifteen (15) days of being given notice of the breach by the Bank.

H2.2.2 If the Supplier:
(a) has abandoned or repudiated the Contract;
(b) has without valid reason failed to commence the G&S promptly;
(c) has violated any of the terms of this Contract;
Then 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 Contract in whole or in part if the Supplier fails to remedy such default within the period specified.

H2.3 The Supplier shall notify the Bank immediately in writing of any proposal or negotiation which will or may result in a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("Change of Control"). The Bank may terminate the Contract with immediate effect by notice in writing and without compensation to the Supplier within six (6) months of:
(a) being notified that a Change of Control has occurred; or
(b) where no notification has been made, the date that the Bank becomes aware of the Change of Control
but shall not be permitted to terminate where prior approval was given by the Bank.

H2.4 Termination by Supplier

H2.4.1 If the Bank has failed to pay the Supplier any sum due under this Contract within the specified period or if the Supplier is unable to carry out any of its obligations under this Contract 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 Contract.

H2.5 Consequences of Termination or Expiration

H2.5.1 Upon receipt of the notice of termination under clauses H2.1, H2.2, H2.3 or H2.4, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

(a) cease all further work under this Contract, 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 Services already rendered, or any work required in order to leave the site in a clean and safe condition;

(b) remove all Equipment and personnel from the site; remove any wreckage, rubbish and debris of any kind from the site;

(c) deliver to the Bank all documents and technical information (including IP Materials) prepared by the Supplier or its Subcontractors as at the date of termination in connection with the G&S.
H2.6 Subject to clause H2.7, the Supplier shall be entitled to be paid the Contract Price specified in the Contract attributable to the portion of the Contract executed as at the date of termination, including all Services provided and Goods delivered, and reasonable costs, if any, incurred in leaving the site in a clean and safe condition. In case of partial termination of this Contract, the Supplier shall continue performance of this Contract to the extent not terminated.

H2.7 In the event of termination for default pursuant to clauses H2.2, the Bank may procure, upon such terms and in such manner as it may deem appropriate, Goods similar to those not delivered or Services similar to those not rendered 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 Contract, from any monies due.

H2.8 In the event of termination for convenience pursuant to paragraph H2.1.1, the Bank shall pay to the Supplier an equitable adjustment, not to exceed the total Contract Price, to compensate the Supplier for:

(a) the G&S accepted by the Bank but not paid previously and adjusted for any savings;

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

(c) the cost of settling disputes with and making payment to the Supplier’s contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Contract and not included in subparagraphs (a) and (b) above;

H2.9 Termination of this Contract 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 Contract.

I. RECORDS AND REPORTING

I1 Records and Audit

I1.1 The Supplier agrees to maintain, in accordance with sound and generally accepted accounting practices, records supporting all amounts invoiced under this Contract.

I1.2 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 Contract.

I1.3 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier’s accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank.

I1.4 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.
I2 Reports
I2.1 The Supplier shall furnish to the Bank such information related to the G&S as the Bank may reasonably request from time to time.

I2.2 The Supplier shall submit to the Bank operating, maintenance and warranty instructions/manuals and training materials for the G&S.

I2.3 Without prejudice to clauses I2.1 and I2.2, the Supplier shall submit to the Bank the reports specified in the SCC or any other report as reasonably requested by the Bank in relation to the Supplier’s performance under the Contract.

I3 Meetings
I3.1 The Supplier shall attend the meetings as specified in the SCC or otherwise arranged by the Bank, for the discussion of matters concerning the G&S.

J. CONTROL OF THE CONTRACT

J1 Monitoring of Contract Performance
J1.1 The Supplier shall immediately report to the Bank in writing any problems encountered which may jeopardize the performance of the Contract, any corrective action and the date by which that action will be completed.

J1.2 The Bank and Supplier shall carry out a review of the other Party’s performance of the Contract every six (6) months based on the Performance Evaluation Form. The Parties shall provide at its own cost any assistance reasonably required by the other party to perform the review. Faults detected will be immediately reported in writing to the attention of the relevant Party, as well as opportunities for improvement in order to meet the required standards.

J1.3 The final report, including implementation of improvements shall be prepared by the Bank and a copy shall be provided to the Supplier. The improvements shall be implemented at no extra charge to the other Party.

J1.4 If the Supplier’s performance falls short of the requirements of the Contract or is otherwise unsatisfactory, the Supplier shall be exposed to sanctions including termination of the Contract.

J2 Assignment and Subcontracting
J2.1 The Supplier shall not assign, transfer or subcontract any of its obligations under the Contract, unless authorized in writing by the Bank. The Supplier shall be solely responsible for the performance of the Contract in every respect.

J2.2 Notwithstanding the Bank’s consent to the subcontracting, the Supplier shall not subcontract the G&S specified in the SCC.

J2.3 However, it should be understood, that no third party shall be a subcontractor or perform work on the basis of this Contract unless incorporated as a business in one of the Bank’s member countries.
J3 Amendments
J3.1 The Bank may, at any time, by written order designated or indicated to be a change order, make changes to the Contract or any part thereof within the general scope of the Contract, provided the stage reached in the performance of the Contract so allows.

J3.2 If any such change increases or decreases the cost of and/or the time required for the performance of any part of the Contract, an equitable adjustment shall be made in the Contract Price or time schedule or both, and this Contract shall accordingly be amended. No change in, modification of, or revision to this Contract shall be valid unless in writing and signed by an authorized representative of the Bank.

J4 Counterparts
J4.1 The Contract may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

J5 Severability
K5.1 If any provision of the Contract is held to be invalid or unenforceable, the remainder of the Contract 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.

J6 Waiver
J6.1 No waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

J7 Entire Agreement
J7.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentation.

K. DISPUTES AND LAW

K1 Dispute Settlement
K1.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract 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.

K1.2 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, the Party asserting the existence of a disagreement or dispute shall notify the other Party in writing (such writing being referred to herein as the “Conciliation Notice”) of its intention to settle the dispute by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

K1.3 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.
K1.4 The arbitration shall take place in the venue specified in the SCC and shall be in the language in the SCC.

K1.5 The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.

K2 Immunity
K2.1 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 Bank, international conventions or any other applicable law.

K3 Governing Law and Jurisdiction
K3.1 The Contract shall be governed by, enforced and construed in accordance with the laws of England.

K3.2 The provisions of this clause shall remain in force after the termination of this Contract.
SECTION 3
SPECIAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1. Language (GCC Clause A2)
GCC A2.1 The language of the Contract, all correspondence and communication, and all other documentation to be prepared and supplied under the Contract shall be English

2. Notices (GCC Clause A6)
GCC A6.1 Notices shall be delivered to the named person below by hand, facsimile, courier or registered mail:

For the Bank: Director, General Service and Procurement Department
For xxxx: Mr. xxxx, at the address and contacts indicated below:
Address: xxxx
Tel.: xxxx
Office Tel.: xxxx, Fax: xxxx

B. PAYMENT

3. Contract Price (GCC Clause C1)
GCC C1.3 (a) Foreign Goods
Goods supplied from outside the host country are priced on a DDU basis.

The named place of destination shall be:
The destination address to be specified by the Bank for delivery of the publication.

4. Payment Terms (Clause C2)
GCC C2.4 Invoices must be sent in duplicate (one original and a copy).

The Supplier’s invoice shall be accompanied by the following additional information:
a. In the event payment for additional hours is claimed by the Supplier, the invoice will be accompanied by the Supplier’s authorization request for additional hours and the Bank’s corresponding written authorization for such work. The invoice for Additional Hours may only be payable if it corresponds to a Bank’s written authorisation in respect of the same.
b. Any authorization request from the Supplier to the Bank will be numbered and will detail the following:
   (i) The dates and times when the additional hours sought will be worked;
   (ii) the total number of additional hours sought;
(iii) the total number of hours already authorized or awaiting authorization to date by the Bank;

(iii) the nature of the work to be carried out and the publication / subject matter in respect of which the work is to be carried out;

(iv) the number of the authorisation request.
c. Copy invoices of any outlays for transport of G and S.
d. Receipts for Handling, freight and shipping costs

C. REPRESENTATION AND WARRANTIES

5. Representations and Warranties (GCC Clause F1.4)

GCC F1.4 The Warranty Period shall begin from the date of acceptance of the Goods and Services and extend for a period of twelve (12) months.

D. RISK DISTRIBUTION

6. Liquidated Damages (GCC Clause G4)

GCC G4.1 The Bank may, without prejudice to any other remedy under this contract, deduct from the Contract Price, as liquidated damages, a sum equal to 0.5% of the Contract Price for each day of delay until actual performance up to a maximum of 5% of the Contract Price.

E. RECORDS AND REPORTING

7. Reports (GCC Clause I2)

GCC I2.3 The Supplier shall submit to the Bank the following reports:

- A summary of deviations and
- A report on “additional hours” claimed containing the date, time and number of hours worked as “additional hours”, the name of Bank staff present and the reason for the additional hours worked. The report should contain Bank’s written authorization and validation for the same.

8. Meetings (GCC Clause I3)

GCC I3.1 The Supplier shall attend meetings at the request of the Bank provided the Supplier is given 48 hours’ notice of any such meeting.

F. CONTROL OF THE CONTRACT

9. Assignment and Subcontracting (GCC Clause J2)

GCC J2.2 The Supplier shall not subcontract more than 50% of its obligations under the Contract.

G. DISPUTES AND LAW
10. Dispute Settlement (GCC Clause K1)

GCC K1.4 The arbitration shall take place in London.
The arbitral proceedings shall be in English.
SCHEDULE A
PRICING / PAYMENT SCHEDULE

1. Contract Amount
Pursuant to Clause CI of this Contract, the Bank shall pay the Supplier the amounts specified below in respect of the Services performed by the Supplier in performing its obligations

(i) Fees
The Bank shall, subject to performance of the Services, satisfactory to the Bank, pay to the Supplier an amount not exceeding the sum of XXXXXX) including any Additional Hours cost incurred in making corrections/changes, additional, to the corrections or changes made to the first Proof of a publication. The Bank’s liability to make payment for any additional hours worked has a ceiling of 1,000 (ONE THOUSAND) hours per annum at XXXX (XXX) per hour up to a ceiling of XXXX (XXXX) per annum.

(ii) Overtime Costs
The contract Amount referred to in (i) above is inclusive of any “Additional Hours” costs where applicable. The maximum total of permitted additional hours is 1,000 (one thousand hours) per annum, subject to authorization and validation by the Bank. The price for an ‘additional hour “will be XXXX (XXXX) per hour up to a ceiling of XXXX (XXXX) per annum.

(iii) Additional Physical colour Proofs, Prints , Blueline and Matchprints
The contract Amount referred to in (i) above is inclusive of any costs arising from Physical Colour Proofs, Prints, Blueline and Matchprints produced subsequent to the first hard copy proof, including while AfDB staff are approving publications. Following the completion of corrections to the first Proof each Physical Colour Proofs, Prints, Blueline and Matchprints print is payable at 1.5 euro per page, subject to a maximum amount payable by the Bank in respect of the same of xxxxx Euros (Euro xxxxx). There will be no limit on the number of Physical Color Proofs, Prints, Blueline and Matchprints the Bank may require the Contractor to supply. The maximum price paid in respect of Physical colour Proofs, Prints, Blueline and Matchprints “ will be to a ceiling of xxxx (xxxx)

(iv) Administration / Handling Freight and Shipping Costs
The annual cost of administration/handling, freight and shipping shall be charged at 3% of the total handling, freight and shipping costs and will be paid to the Supplier on a reimbursable basis upon production of documentary evidence satisfactory to the Bank.
SCHEDULE B
PERFORMANCE EVALUATION FORM

PERFORMANCE EVALUATION OF THE PARTIES

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**II. STAFF**

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