Request for Proposal – Quality and Price

Provision of Travel Agency Services for the African Development Bank Eastern Africa Regional Offices

REF: ADB/RFP/RDGE/2019/0049
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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Dear Sir/Madam,

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

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

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

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

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

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

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


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

___________________________
GLELE-AHANHANZO, YVETTE
Division Manager, CHGS2
SECTION 2 - INSTRUCTIONS TO BIDDERS

GENERAL

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

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

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

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

CLARIFICATION OF THE PROCUREMENT PROCESS

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

6. Amendment of RFP – The Bank reserves the right to modify any content of the RFP without incurring any liability to any bidder. Any such amendment shall be posted on the Bank’s website. It is the sole responsibility of bidders to ensure they are aware of any amendment and take the amendment into account in preparing proposals.
7. Clarification of RFP
   7.1. A bidder requiring any clarification shall notify the Bank in writing at the details provided in the RFP Data Sheet and within the period for clarification in the RFP Data Sheet. Written copies of the Bank’s response (including the questions raised without identifying the source) shall be posted on the Bank’s website.
   7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change to the RFP shall be raised at the earliest opportunity in writing at the details provided in the RFP Data Sheet and in any event no later than the deadline in the RFP Data Sheet. The Bank shall not consider any request to change the General Conditions.
   7.3. The Bank shall determine, in its sole discretion, to accept or reject any query or request for change. Any response from the Bank shall be binding on bidders.
   7.4. A bidder who contacts any member of Bank staff directly or indirectly in relation to the procurement (except staff specified in the RFP) shall be disqualified.
   7.5. The Bank shall not respond to any query or request received after the deadline in the RFP Data Sheet.

8. Site Visit / Pre-Bid meeting
   8.1. If provided in the RFP Data Sheet, bidders are invited to attend a site visit and pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any matter relating to the Bank’s requirements. The cost of the site visit and pre-bid meeting shall be at the bidder’s own expense.
   8.2. Bidders are requested to submit any questions in writing to the address in the RFP Data Sheet, to reach the Bank no later than one week before the meeting.
   8.3. If provided in the RFP Data Sheet that attendance at the site visit and pre-bid meeting is mandatory, any bidder wishing to submit a proposal shall attend the site visit and pre-bid meeting. The Bank shall not consider a proposal from a bidder who does not attend a mandatory site visit and pre-bid meeting.
   8.4. Minutes of the meeting (including the text of the questions raised without identifying the source together with the Bank’s response) shall be posted on the Bank’s website.

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

10. Language of Proposals
   10.1. The proposal and all correspondence and documents relating to the proposal exchanged by the bidder and the Bank shall be written in the language specified in the RFP Data Sheet. A proposal submitted in a language not specified in the RFP Data Sheet shall be rejected.
   10.2. Any printed literature furnished by the bidder written in another language other than the language specified in the RFP Data Sheet shall be accompanied by a certified translation in the language in the RFP Data Sheet of its pertinent passages in which case, for the purpose of interpretation of the proposal, the translation shall govern.

11. Subcontractors and service providers – Bidders shall identify any sub-contractors that will play a significant role in the bidder’s performance of the contract. The Bank reserves the right to obtain the same level of information from subcontractors as from bidders.

12. Documents comprising the Proposal - Proposals shall comprise the following documents, completed in full and supported with evidence and information requested:
   - Technical Proposal Questionnaire;
   - 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 and shall list all members of the joint venture.
   27.5. The bid security shall be returned to bidders or forfeited in the circumstances specified in the RFP Data Sheet.

**SUBMISSION AND OPENING OF PROPOSALS**

28. **Deadline for Submission of Proposals**
   28.1. The Bank shall receive proposals no later than deadline in the RFP Data Sheet. It is the sole responsibility of bidders to ensure timely receipt of proposals by the Bank.
   28.2. The Bank shall extend the deadline for submission of proposals at any time without incurring any liability to bidders.
29. **Late Proposals** – The Bank shall not consider any proposal received after the deadline for submission of proposals. Any proposal received by the Bank after the deadline for submissions shall be declared late and rejected by the Bank.

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

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

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

33. **Modification / Withdrawal of Proposals** – Bidders may modify or withdraw proposals prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw proposals after the deadline for submission.
   33.1. **Proposals submitted electronically via AfDB e-Procurement portal** - Bidders can obtain guidance on modifying or withdrawing proposals in the user manual.
   33.2. **Proposals submitted by mail, courier or hand-delivery** - The bidder’s modification or withdrawal shall be prepared, sealed, marked and dispatched as per the instructions set out in this section and accompanied by a written notice duly signed by an authorized
representative. Any modification or withdrawal shall clearly be identified as “Modification” or “Withdrawal”.

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

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

36. Clarification of Proposals
36.1. To assist in the examination and evaluation of proposals and qualification of bidders, the Bank may, at its discretion:
36.1.1. Require any bidder to clarify any part of its proposal;
36.1.2. Require any bidder to provide further information or documentation;
36.1.3. Undertake site visit to any bidder; or
36.1.4. Contact referees provided by any bidder.
36.2. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered. No change in the price or substance of the proposal shall be sought, offered or permitted. Where a bidder does not provide the information requested the proposal shall be evaluated as presented.

37. Determination of Responsiveness
37.1. The Bank’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself, as defined in the RFP. A substantially responsive proposal is one that meets the requirements of the RFP without material deviation, reservation or omissions.
37.1.1. “Deviation” is a departure from the requirements specified in the RFP;
37.1.2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
37.1.3. “Omission” is the failure to submit part or all of the information or documentation required in the RFP.

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

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 **RDGE_Tender@afdb.org** and quote the tender reference.
The numbering below refers to the appropriate numbering of the introduction

| § 1 | The travel services to be provided for the African Development Bank Eastern Africa Regional offices and as outlined in Section 4. |
| § 1 | To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria: |

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

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

**Financial Standing:** An average turnover of at least USD 5 Million per annum for the last three years [2015, 2016, 2017 or the latest]. A bidder shall demonstrate current soundness of financial position and its long-term profitability.

**General and Specific Experience:** A bidder shall have a minimum of five (5) years experience and successfully or substantially implemented as a prime contractor at least three projects of a similar nature and complexity (the contracts cited shall be at least 70% complete) in the last three (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.

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

| § 7 | Request for clarification and/or request for change to the RFP shall be sent in writing: by electronic mail: RDGE_Tender@afdb.org. The request shall be received by the Bank no later than 26 March 2019, 12:00Hrs EAT local time. |
| § 8 | The Bank shall organize a pre-bid conference: [YES]. The conference will be held on 25 March 2019 at 10:30Hrs EAT local time, at the Bank’s premises located along 10 Longonot road Upper Hill, Nairobi. Questions for the site visit and pre-bid meeting shall be submitted to RDGE_Tender@afdb.org. The pre-bid conference is a mandatory requirement: [NO] |
| § 10 | The language of proposals and all correspondence is: ENGLISH |
| § 20 | Alternative proposals are accepted: [NO] |
| § 24 | The prices shall be expressed in KENYA SHILLINGS/OR UNITED STATES DOLLARS |
| § 25 | The Bank’s requirement is divided into lots [NO] |
| § 26 | The minimum period of validity of proposals is **Ninety (90) days**, from the deadline for submission of proposals. |
| § 27 | Bid security is required [NO] |
| § 27.1 | If a Bid-Securing declaration form is required: However, bidders are required to complete the bid-securing declaration form to secure their proposal. Any proposal not supported by a bid-securing declaration will be automatically disqualified. Bidders should use the bid-securing declaration form in Section 6. |
| § 28 | The deadline for submission of proposals is **09 April 2019 at 15:00Hrs EAT local time**. |
| § 31 | Proposals shall be submitted electronically via the AfDB e-Procurement portal at [NO]. |
| § 32 | Proposals shall be submitted by 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  
P.O. BOX 4861 – 00200, Nairobi  
Eastern African Regional Centre  
Off Longonot Road, Upper Hill  
Tel +254 20 271 2925-26-28  
RFP – DO NOT OPEN UNTIL BID OPENING DAY  
Reference: ADB/RFP/RDGE/2019/0049 – Provision of Travel Agency Services for the Eastern Africa Regional offices  

RFP Closing Date and Time: 09 April 2019 (15:00Hrs EAT Local Time) |
| § 47 | Performance security is required: [NO] |
| § 48 | Advance payment will be provided to the successful bidder: [NO]. |
| § 49 | The Bank shall retain 10% of the contract sum until the end of the defects liability period: [NO] |
SECTION 4 – DESCRIPTION OF GOODS / TECHNICAL SPECIFICATION / TERMS OF REFERENCE

1.0 BACKGROUND INFORMATION
1.1 The African Development Bank is a ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further the 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 (Please see Annex 6 for a list of the Bank’s member countries).

1.2 The Bank was established on 4 August 1963, and began its operations from its headquarters, in Abidjan, Côte d’Ivoire on July 1, 1966. For purposes of its operations the Bank also maintains country offices in certain of its RMCs.

1.3 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 RMCs; (ii) the provision of technical assistance for the preparation and execution of development projects and programs; and (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 which promote regional integration.

2.0 OVERVIEW OF THE BANK TRAVEL ACTIVITY
2.1 The Bank is seeking to select a Travel Management Company (TMC); TMC will also mean the same as the travel agency, bidder or contractor in this document) that will process various aspects of its official travel, including but not limited to airline ticketing, hotel reservations, travel advisory, assistance with formalities related to the shipment of human remains, and other travel related services as may be required.

2.2 The travel requests to be sent to the selected TMC will most of the time be based on the departure point of the passenger and not necessary on the location of the staff member making the request. The Bank however reserves the right to request any of the TMC it has contracted to provide travel services in any region as the needs may arise.

2.3 The Bank’s Travel Policy aims to strike a balance between the travelers’ comfort, security and cost efficiency. In this regard, the Bank negotiates airfares with all major airlines. The nature of Bank travel requires multiple changes most of the time. A large portion of Bank travel is project related, hence tends to be repetitive (same travelers visit the same destinations). Sometimes, the TMC may also be required to process recruitment related travel (interviews, assumption of duty, relocation and repatriation) as well as individual and group travel related to seminars and conferences.

2.4 The Bank uses a variety of airfares ranging from first, business and economy classes which could be refundable and non-refundable discounted fares.

2.5 The Bank also organizes a significant number of seminars that take place either in various countries mostly in Africa. These seminars most times involve making travel arrangements for participants from several member countries and a large number of them are organized at very short notice.
2.6 The Bank intends to award non-exclusive long-term contract(s) with the selected TMC for an initial period of 03 (three) years, renewable automatically on annual basis for two (02) years, subject to satisfactory performance.

3.0 CURRENT PROCESSES AND SYSTEMS USED AT THE BANK
3.1 Reservations either originate in the Bank’s SAP Concur Travel and Expense system or are booked directly by the TMC based on requests received by email or in paper form. All trips are pre-authorized either electronically via SAP or in writing. A unique travel authorization (trip) number is generated for each trip created in SAP. In order to issue a ticket, the TMC must receive a written or electronic approval from the Bank staff in charge of travel services in HQ or the field office, as well as a trip number for SAP generated itineraries or a purchase order number for trips that are booked and authorized outside of SAP. One of these numbers must appear on all invoices and reports related to travel activities.

3.2 Weekly invoice statements (in PDF and Excel) are received from the travel agency to the Bank for review and settlement within 30 days. The Bank will explore the possibility of implementing a central billing account (lodge card) with the travel agency.

3.3 The Bank is in the process of implementing SAP Concur Travel and Expense management system. The TMC should be willing to implement online travel system with the Bank.

3.4 During the Annual Meetings of the Bank, any of the Bank’s contracted TMC may be requested to assign Travel Counselors who will travel to the conference site to assist with reservations changes and flight reconfirmation. In some cases, the TMC may also offer to send their staff without the Bank specifically requesting for it.

3.5 The Bank has a security contract with International SOS for travelers’ tracking and advisory services. This requires that all Bank itineraries be queued to the pseudo city of International SOS. Any travel agencies working with the Bank is expected to comply with this requirement.

3.6 The Bank may from time to time, contract the services of external fare audit companies to assess the performance of contracted TMC. The audit process usually increases the workload for the TMC and requires that all designated Bank PNRs (Passenger Name Record) be queued to a third party’s system. The TMC shall comply with this requirement.

3.7 The Bank allows personal travel to be combined with official travel. Any trip with a personal stop requires a calculation of actual travel itinerary vs. officially authorized mission itinerary. Any difference in ticket price is communicated to the Bank’s travel handler, who informs the traveler and inputs the amount in the mission created for the Traveler in SAP based on which the deduction is made from the traveler’s mission allowance.

3.8 Selected travel agencies will process travel requests for missions originating from the designated geographic region as will be agreed with or requested by the Bank. For East Africa Region, the following countries shall be covered:

1. Ethiopia
2. Kenya
3. Burundi
4. Rwanda
5. South Sudan
6. Sudan
7. Tanzania
8. Uganda
9. Bank headquarters in Abidjan and any other Bank office as may be requested.

3.9 No TMC will have exclusive rights to process missions due to their geographic location or the originating city of the travel. In other words, the Bank reserves the right to assign the processing of trips to agencies across regions in the interest of expediency and practicality.

4.0 SERVICE REQUIREMENTS

4.1 Responsibility of the Bank

4.1.1 The Bank will endeavour to use the services of any selected TMC for the processing of all official travel originating from the region assigned to the TMC. It is expressly understood that the Bank is free to change this policy and its arrangement for the provision of travel services and will not guarantee any minimum volume of travel business to any selected TMC(s).

4.1.2 The Bank may decide to provide free office space for any selected TMC at any of its offices, and in this case, shall be responsible for the provision of all office furniture, the maintenance and repair of the premises, telephones, as well as cleaning services.

4.1.3 The Bank shall pay for the cost of the services provided by the TMC on a monthly basis as per the agreed pricing model. It is understood that the pricing model to be proposed will contain all expenses and profits due to the TMC. If the pricing model requires the TMC to reimburse commissions collected from suppliers doing business with the Bank, the TMC must in good faith and in a timely manner credit the Bank with such commissions. Additionally the Bank maintains the right to audit such activity.

4.1.4 The Bank shall appoint a representative who shall act as the principal liaison between the Bank and the bidder(s) in all communications in respect of this Contract. The Bank’s Contract Officer Technical Representative (COTR) or principal Bank contact to act as liaison between the bidder(s) Project Manager(s) and the Bank shall be the designated representative from the Bank’s Field Office in the concerned region. The Bank’s Support Services Division of the General Services and Procurement Department shall have overall responsibility for supervising contracts with the selected TMC.

4.2 Responsibility of the Travel Management Company

4.2.1 The TMC shall perform all services specified in this Request For Proposals (RFP), as well as all services usually performed by a travel service provider. The TMC shall not provide any of the services not described herein without proper written authorization of the Bank. The Bank shall not be liable to reimburse the TMC for any service not so authorized and/or for any travel executed without a duly approved Travel Authorization. If the Bank’s policy regarding the duly approved Travel Authorization changes in the future, the TMC will be advised in writing.

4.2.2 The TMC must ensure that their system can support the integration of SAP Travel Module used by the Bank as well as an online booking tool such as SAP Concur.

4.2.3 The TMC must be ready to implement a system for the settlement of tickets through the use of a lodged card. The TMC shall support via electronic feeds from the lodged card service provider, a mechanism for reconciliation of the central billing of air tickets and other travel charges as required by the Bank.

4.2.4 The official working hours of the Bank are 08h00 to 17h00; Monday through Friday. All selected TMC are expected to be open during these hours. In addition, the TMC must be open on Saturdays from 08h30 to 13h00 for the convenience of staff.
4.2.5 Any selected TMC must maintain a 24-hour emergency telephone service, in order to assist staff with travel emergencies that may arise during non-working hours.

4.2.6 The TMC will be responsible for the installation and maintenance of terminals for the reservation systems, as well as providing printer(s), office supplies, etc., required to provide the contracted services.

4.2.7 The TMC shall provide to the Bank, a Business Continuity Plan that would be used whenever the TMC’s offices may be unavailable for work due to an emergency of any nature.

4.2.8 The TMC shall obtain at its expense, manuals, trade publications, travel guides, equipment, directories, and other necessary items required to perform complete and high quality travel services.

4.3 Travel Services

4.3.1 The selected TMC will provide travel planning and processing services, including but not limited to counseling, making airlines and hotel reservations, providing fare quotations, ticketing, providing assistance with formalities related to the shipment of human remains, travel and visa requirement advisory and other travel related services as may be required.

4.3.2 Reservation, ticketing and On-line Check In

The TMC shall:

a. Make fast and efficient reservations for Bank travelers and advise on the most economic and direct routes based on the negotiated or cheapest available rates and in line with the Bank’s Travel policy;

b. Accurately advise the Travel Section and travellers of ticketing deadlines to avoid cancellation of bookings. Fare rules and restrictions, involuntary stop-over’s and hidden stops should be fully advised at the time of the quotations;

c. If personal travel is combined with official travel, determine the cost of the personal segments and communicate this to the Bank’s travel handler prior to ticket issuance;

d. Inform travellers of latest updates on airport closures, delayed or cancelled flights and security procedures, as soon as the information is received;

e. Confirm seat assignments, special meals, complementary stop-overs etc., when applicable and attainable;

f. Issue tickets, vouchers and revalidate or reissue tickets when required after change in reservation. It is especially critical to re-validate E-tickets to ensure that no travel is aborted due to lack of validation;

g. Process authorized flight changes and cancellations when and as required and ensure that cancellation fees and charges imposed by airlines are minimized in such cases;

h. Deliver tickets to the Bank’s travel handler or, in emergencies directly to the traveller or as may be agreed with the Bank’s travel handler;
i. Issue and update travellers' profiles including details of travellers' preferences: seat, special meal, frequent flyer programme numbers, address, telephone numbers, e-mail, etc., with traveller's consent;

j. Cooperate with third party fare audit companies as may be contracted by and upon the request of the Bank.

k. Upon request, to assist Bank travellers with online check in facilities.

4.3.3 Travel Advisory and Assistance

The TMC shall:

a. Ascertain and advise travellers of travel documentation requirements, including destination and transit visas and required health certificates;

b. Provide relevant information and any subsequent changes on the regulations and procedures for international air transport;

c. Advise the Bank on market practices and trends that could result in further savings e.g. commission for any airline or hotel chain, the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting;

d. Assist travelers in case of accident, sickness, injury or death, loss or damage to baggage while on mission. Follow-up with the airline on lost luggage and with the traveller on flight and baggage insurance claims;

e. Provide the Bank with Home Leave, Travel Cost Limit and Budget Airfares and any other lists or statistics according to requests made and parameters established by the Bank.

4.3.4 Negotiations with Airlines

The TMC shall:

a. Support and be proactive in advising the Bank in its fare negotiation activities with airlines;

b. Negotiate with airlines for special airfares for all Bank travel, including seminars and private travel. However, nothing shall prevent the Bank from negotiating special rates directly with the carriers and suppliers of services whenever it deems appropriate;

c. Negotiate service enhancements, whenever possible and applicable, such as courtesy upgrades, VIP assistance, waiver of advanced purchase requirements etc.

4.3.5 Evacuations

The TMC shall assist the Bank:

a. in arranging with the airlines for the medical evacuation of staff and family members; and

b. with arrangements in respect of the transportation of human remains in the event of the death of a staff or family member.

4.3.6 Hotel Services

The TMC shall:

a. Assist the Bank in managing its hotel program, by identifying cities and hotels that merit special negotiated rates based on travel volume and helping where possible and necessary, with the hotel negotiations that the Bank undertakes each year;
b. Enable the Bank to benefit from special discount rates that are available through the TMC and its affiliates;

c. Arrange for hotel reservations for Bank travelers upon their request. Reservations shall be made through any of the following channels; Amadeus, email, fax, telephone, internet or the Bank’s intranet. All rates shall be guaranteed at the time of confirmation. Always select the lowest of the following rates: i) Bank negotiated net rates; ii) TMC negotiated rates and iii) rates available on the hotel website as at the time of the reservation. Confirm hotel reservations within 48 hours of receiving the request or sooner in case of an emergency (a direct telephone call to the hotel will be necessary);

d. Process all cancellations prior to incurring no-show charges, provided that the cancellation request has been communicated by the traveler prior to the penalty period;

4.4 Travel Reporting
a. The TMC shall provide management reports to the Bank reflecting year-to-date totals in accordance with customized format(s) agreed upon by the parties, which reports shall include but not be limited to:
   - Reports that substantiate TMC performance
   - Reports that substantiate TMC revenues commissions, overrides and any other third party compensation resulting from Bank travel and travel related services
   - Refund report that will indicate all actions taken by the TMC on pending refunds
   - Non-refundable ticket report,
   - Unused ticket report,
   - Travel by type of trip (Business, Repatriation, Recruitment, etc.),
   - Travel by Department and/or Cost Center
   - Travel expenditures per airline
   - Savings report
   - Annual Meeting travel report
   - Consolidated travel reports

b. The TMC shall provide concise quarterly narrative of their activities, which shall be submitted to the Bank within one month after the end of the quarter. This report should identify problems, if any, and recommend solutions. Other suggestions to enhance service should also be included;

c. The management reports referenced above and any additional reports which may be subsequently required by the Bank shall be delivered within mutually agreed time limits;

d. The TMC shall have in place an automated tracking tool for unused tickets and their processing for refund, if applicable. The Company shall also have in place a mechanism to track unused canceled non-refundable tickets, and shall be responsible for a) re-using such tickets; b) submitting a monthly report to the Bank on the status of outstanding non-refundable tickets.

4.5 Quality Control

The Bank seeks in this contract to provide quality service to its staff. The TMC therefore is expected to be committed to a quality management program that will meet or exceed the expectations of Bank staff. This quality management program will also include contract compliance, value analysis, price
structures, developing strategies to meet future needs, performance evaluation and identifying areas for continuous improvement. To this effect:

- The TMC shall establish a Quality Control Program to ensure prior review before any travel document is delivered to Bank staff, ensuring that all information on invoices/itineraries is correct, complete and has been issued according to Bank policy. The TMC shall assign a central point of contact for all quality control processes, reviews and procedures associated with the Bank’s travel.
- The TMC shall conduct an annual survey of Bank travelers to gauge client satisfaction. The survey will consist of questions mutually agreed with the Bank. Results shall be provided to the Bank within 30 days of the survey deadline date;
- The TMC shall promptly investigate and resolve any complaint from Bank travellers and/or the Travel Section, taking all remedial action as necessary. In the initial stage, the Company Shall provide preliminary information with respect to complaints made by travelers and/or the Travel Section within 48 hours;
- The TMC shall promptly inform the Bank if more than six (6) staff members are booked on the same flight.
- The TMC shall submit monthly reports that track complaints and their resolution to the Travel Section. The format of such reports is to be developed jointly by the TMCs and the Bank’s Travel Section;
- The TMC shall establish a procedure to continually monitor the quality of the services offered. These procedures shall include a self-inspection system covering all the services that are usually performed and shall include a method of monitoring, identifying and correcting identified deficiencies in the quality of service. The Bank shall be notified of deficiencies identified and corrective actions taken; such actions shall be included in the TMC’s quarterly narrative report.
- The Bank reserves the right to conduct its own survey to monitor the quality of service provided by the TMC.

4.6 Service Performance Standards

These standards apply to all travel processed by the TMC. The Travel Section will track adherence to these standards and provide a report on a quarterly basis.

4.6.1 Reservations
- The TMC is expected to provide courteous, responsive and efficient service at all times;
- Telephone calls shall be answered promptly within 3 rings
- Calls shall not be kept on hold for more than 1 minute
- Telephone calls not dealt with immediately or questions raised shall be attended or replied to the same day;
- Walk-in customers shall be acknowledged immediately and attended to as soon as possible;
- The TMC shall provide the names and telephone contacts of personnel that will be on call during non-working hours including weekends and holidays;
- Reservation requests shall be processed within 24 hours of request and tickets issued thereafter provided, that the Travel Section has given the necessary authorisation;
- Travel Itineraries: shall contain all travel segments in chronological order, including airline, class of service, seat assignment, 24-hour emergency telephone numbers, personal
segments, if any, and hotel reservations (when requested) with the hotel address, phone numbers and rates, as well as any other data relevant to the reservations.

- **Travellers Profile:** The TMC shall maintain electronic profiles of travellers. The profiles shall contain travellers’ passport details, nationality, telephone numbers, email and physical addresses, and preferences regarding airlines and hotels including: seating and meals, frequent flyer programmes, etc.
  - The Bank may recommend that any selected TMC contract the services of another TMC or consultant in order to assist with improving service standards and technical capabilities.

4.6.2 **Fare Calculation**

- **TMC must clearly provide the ticket charge issued directly (not copy paste) from the airline and attach all supporting emails between the TMC and the airline for ALL ticket requests.**
  - TMC shall ensure that all reservations are reviewed for compliance with the Bank’s Travel Policy and Travel Cost Limit (TLC), as may be advised from time to time.
  - The TMCs’ team must include a tariff specialist who will review all itineraries to ensure cost effectiveness;
  - If the cost of an itinerary exceeds the TLC, the traveller shall be required to obtain a waiver or personally cover the difference.

4.6.3 **Ticket Issuance:**

- Upon receipt of the necessary authorization from the Bank’s Travel Section, the TMC shall ensure that tickets are issued within twenty 24 hours for normal requests and sooner for urgent cases;
  - Unless otherwise specified or in exceptional circumstances, tickets shall be issued at least 72 hours prior to the date of departure, provided that the necessary authorization has been received from the Travel Section;
  - No tickets shall be issued with a waitlisted segment, unless duly authorised by the Head of the Bank’s Travel section

4.6.4 **Refunds/Reimbursements**

The TMC shall process refunds/reimbursements as follows;

- Process within 5 days of receipt any refunds due to the Bank, whether full or partial and shall follow up on all such refunds to ensure that the Bank receives payments in a prompt manner. This shall include unused and partially used tickets.
  - Tickets without refund value shall be returned to the Travel Section with a written explanation.
  - Maintain a log of all refunds by traveler's’ name, trip number or purchase order number and shall submit a monthly report to the Travel Section indicating the status of each outstanding refund.
  - Have in place an automated tracking tool for unused E-tickets and their processing for refund, if applicable.
  - Have in place a mechanism to track unused canceled non-refundable tickets, and shall be responsible for a) re-issuing such tickets; b) submitting a monthly report to the Bank on the status of outstanding non-refundable tickets.
### 4.7 Additional Service Level Agreements

The Travel Agent shall provide polite, responsive and efficient service at all times to fulfill the Bank’s requirements. The selected TMC shall perform its services and deliver its products in accordance with the herein prescribes minimum performance standards:

<table>
<thead>
<tr>
<th>Product / Service</th>
<th>Performance Attribute</th>
<th>Definition</th>
<th>Standard / Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Airline Reservations</td>
<td>Accuracy</td>
<td>Ability to perform task completely and with minimal error</td>
<td>maximum of 1% error on passenger records/airline bookings/fare computation/routing</td>
</tr>
<tr>
<td></td>
<td>Speed and Efficiency</td>
<td>Ability to deliver product or service promptly</td>
<td>For confirmed bookings, within One day and two hours in case of emergency from time of request For wait-listed bookings, follow up on a daily basis and advise the travel section.</td>
</tr>
<tr>
<td>2. Issuing Airline Tickets</td>
<td>Accuracy</td>
<td>Ability to perform task completely and without error</td>
<td>Zero-error in printing tickets/ cancellation of travel due to incomplete travel documents</td>
</tr>
<tr>
<td></td>
<td>Timeliness of delivery</td>
<td>Ability to deliver product or service promptly</td>
<td>Within 24 hours or earlier after receiving the Bank’s travel authorization</td>
</tr>
<tr>
<td>3. Travel Documentation</td>
<td>Clarity/Accuracy</td>
<td>Ability to ascertain requirements for various destinations/nationalities;</td>
<td>Zero-incident of complaints/cancellation of travel due to incomplete travel documents</td>
</tr>
<tr>
<td>4. Billing</td>
<td>Accuracy</td>
<td>Ability to generate billing statements without errors</td>
<td>Zero-Error/no discrepancy between invoices and actual amounts paid for the service</td>
</tr>
<tr>
<td></td>
<td>Clarity</td>
<td>Ability to generate bills that are transparent and easy to understand</td>
<td>Maximum 1% error or clarification/explanation</td>
</tr>
<tr>
<td>5. Rates/Pricing</td>
<td>Fairness</td>
<td>Reasonable charges for services offered</td>
<td>At same or rates lower than market standards</td>
</tr>
<tr>
<td></td>
<td>Best Value for Money</td>
<td>Ability to quote competitive fares</td>
<td>At levels same or lower than airline preferred rates. Guarantee that any quotation made is the lowest obtainable fare in line with the Bank’s Policies</td>
</tr>
<tr>
<td></td>
<td>Willingness to assist the Bank to negotiate with airlines regarding preferred rates and concessions</td>
<td>Voluntarily offering to assist/represent the Bank in dealings with airlines</td>
<td>Semiannual meetings to obtain competitive rates in the market and preferable fare conditions (i.e. ticketing, deadlines, etc.). Negotiate rates on a transparent and best effort basis</td>
</tr>
<tr>
<td>6. Service Quality</td>
<td>Accessibility</td>
<td>Ability to access the travel agency staff 24 hours of everyday</td>
<td>Telephone: accommodate all emergency calls: 24 hours. Zero tolerance for unanswered calls which are not returned. Email: available for all agency staff</td>
</tr>
<tr>
<td></td>
<td>Responsiveness</td>
<td>Willingness to help the traveler</td>
<td>Regular coordination meetings with the Bank’s Travel Section: Informal meetings monthly and as the need arises. Formal meetings twice a year</td>
</tr>
</tbody>
</table>
7. Problem Solving

<table>
<thead>
<tr>
<th>Provision of Travel Agency Services for the Eastern Africa Regional Offices</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Refunds</strong></td>
</tr>
<tr>
<td><strong>Complaint Handling</strong></td>
</tr>
<tr>
<td><strong>Acknowledgement</strong></td>
</tr>
</tbody>
</table>

8. Communication

| **Awareness Level regarding Travel Agency Product and Services** | **New services, policies, events (e.g. strikes, cancellations, regulations, etc.) are communicated to travelers.** | **Zero complaints from travelers on travel difficulties due to necessary information not being communicated to them.** |

9. Service

| **Office Premises/Hours** | **Required hours to perform obligations** | **Ensure office is open and functional as per agreed work hours** |

10. Emergency Support

| **Readiness in Emergency** | **Ability to operate outside office hours** | **24-hours/day access in case of an emergency** |
| **Timeliness of delivery** | **Ability to assist during an emergency** | **Conduct a Passenger Name Record search and traveler, notification within one (01) hour after an emergency case.** |

4.8 Transition

The TMC shall assist the Bank in ensuring that the quality of service is not affected during any transition period as a result of contract termination. This assistance shall include, but shall not be limited to:

- Prior to the termination date of the contract, finalize all bookings regardless of the date of travel and release all PNRs to the new TMC;
- Prior to termination, provide new TMC with an electronic feed of current traveler profiles.
- Prior to termination, transfer all written agreements between the Bank and service providers such as airlines and hotels to the new TMC;
- As may be requested and agreed upon, assist in establishing formats of reports and documents required by the Bank;
- Upon service termination, work with Bank in good faith on any outstanding issues related to servicing travelers in transit, in process or with post travel issues relating to travel performed prior to termination;
- Within 90 days of the termination notice, settle and pay all pending refunds, and reconcile all commissions, overrides and other revenue that is due to the Bank.
- Within 30 days of the termination notice, establish a corporate contact person for two years who will be responsible for coordination and finalization of all issues related to the termination and transition.

4.9 Personnel Requirements

4.9.1 General Requirements

4.9.1.1 The nature of the Bank’s travel account is such that it requires the highest level of expertise from the Travel Service provider. In this regard, the TMC shall provide adequate qualified personnel to meet the Bank’s requirement. The TMC must appoint a Customer Relationship Manager and advise the Bank accordingly.
4.9.1.2 The TMC responding to this RFP shall submit a CV of the proposed Operations or Customer Relationship Manager and one other travel counsellors.

4.9.1.3 The Bank reserves the right to request any of the selected TMC to change the assigned travel consultant due to non-performance or workplace conflicts. The TMC agrees to make all reasonable efforts to assign new personnel for the performance of the work. In addition, the TMC at their own initiative may propose the exchange of any personnel assigned to handle the Bank’s account.

4.9.1.4 The TMC agrees to assume full responsibility for any and all liability to its employees on account of injury, disability, and death resulting from or sustained by, said employees in the performance of its duty while on the Bank’s or any other premises.

4.9.2 Operational Personnel

4.9.2.1 Operational personnel must have experience in arranging transportation and lodging, and must exhibit superior customer service skills. In addition, they must be experienced in operating the automated reservation and ticketing systems used for travel services.

4.9.2.2 Travel counselors that will be assigned to the Bank’s account must have a minimum of three (3) years travel service experience, with relevant experience in business travel management. They are also required to be proficient in English.

4.9.2.3 The TMC shall designate one person responsible for “quality control” who will ensure that all tickets are properly issued, with priority clearance assured for any waitlists, follow up on request for changes and seat assignment, ensure that hotels are booked etc.

4.9.3 Other Requirements:

The TMC shall provide continuous professional education for its staff in all aspects of travel management including but not limited to itinerary pricing and customer service. The TMC shall provide staff training to maintain performance standards and ensure productivity improvements.

4.10 Financial Consideration: Remuneration

4.10.1 Each TMC providing a bid should indicate the proposed method of remuneration e.g. management fees, transaction fees, airline commission, etc. For transaction based fees, the TMC must indicate if these are per PNR or per ticket. The proposal may be based on one or a combination of methods. The TMC should provide the annual estimated total cost of providing the services as described in this Terms of Reference, based on the following yearly statistics:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of trips</td>
<td>1600</td>
</tr>
<tr>
<td>Total number of tickets issued</td>
<td>1600</td>
</tr>
<tr>
<td>Total amount for tickets issued</td>
<td>USD 1,000,000</td>
</tr>
</tbody>
</table>

**Comprised of:**

Business class, 35% of total tickets
Economy class, 65% of total tickets

TMC, please also indicate the charges (if any) to be levied for the following services:
4.10.2 The TMC’s proposal should include an itemized list of all costs applied and all necessary information on the basis for the costs.

4.10.3 Based on agreement with the TMC and in line with the proposed pricing module as will be mutually agreed, the Bank shall reimburse on a monthly basis, all agreed expenses that the TMC will incur in providing the services as stated in this RFP.

4.10.4 Where the agreed mode of remuneration is such that all expenses are covered by the Bank, the TMC shall return to the Bank on a quarterly basis as may be applicable, all commissions, overrides, bonuses, rebates or incentives of any description received from all travel related suppliers as a result of commissions paid on the Bank’s travel purchases.

4.10.5 All requests for the reimbursement of Agent Debit Memo (ADM) by the TMC will be subject to review and approval by the Head of the Bank’s Travel section. Any ADMs incurred due to the negligence of the TMC staff will not be reimbursed by the Bank. All Agent Credit Memos (ACM) received by the TMC as a result of the Bank’s ticketing services, shall be duly reported and credited to the Bank.

5 INSURANCE REQUIREMENTS

5.1 The selected TMC shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this contract. The TMC shall subscribe to adequate insurance coverage to protect it from any property damage or bodily injury claims arising from their execution of this contract.

5.2 Evidence of the insurance coverage shall be provided in the form of a certificate, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract.

6 LIVE PRESENTATIONS

Prior to signing the contract, the Bank may request a prospective bidder to make a live presentation to clarify aspects of their submission and also participate in a question and answer session. The purpose of this would be to evaluate the TMC capabilities as specified in this Terms of Reference. The presentation must be attended and presented by the Travel Manager, Sales and Marketing Manager and the Accounts Manager who will manage or supervise contract performance upon award to the bidder. No substitutions will be accepted for the above 3 persons during the first 3 months of contract execution. After the 3 months and when necessary, any replacements for the 3 key persons have to be of equivalent resource.

7 SITE VISITS AND REFERENCE CHECKS

The Bank may undertake site visits to any prospective bidder’s office in order to validate the information provided in the RFP response. The Bank also reserves the right to contact references provided by the bidders in order to validate information provided in the RFP response.

8 DISASTER RECOVERY

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

9 **PERFORMANCE EVALUATION**
The Bank will conduct periodic performance evaluations of the selected bidder(s) on a bi-annual basis according to the criteria determined by the performance evaluation sheet (**Annex 7**) which may also be modified in agreement with the TMC. The bidder will be provided with a report of these periodic evaluations. Faults detected will be immediately reported in writing to the attention of the TMC, as well as opportunities for improvement in order to meet the standards and market quality. In the event of continuous sub-standard performance, the Bank may proceed with termination of the contract.

10 **OPTIONAL SERVICES**
The TMC shall indicate whether they can provide additional services that are optional, such as airport transfer and visas. The Bank will only use the optional services in the event that the bidder has been awarded the contract based on these Terms of Reference.
SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

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

2) A two-stage process shall be adopted in evaluating proposals. Proposals shall be ranked according to technical score (Nt) and financial score (Nf) using the weights (T = the weight given to the technical proposal, 75%), (F = the weight given to the financial proposal 25%) (T + f = 1).

3) The final score shall be calculated as follows:

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

TECHNICAL EVALUATION

Technical evaluation (100 points) (minimum [75] points)

4) Bidders shall obtain a minimum of Seventy five (75) points following evaluation of technical proposals (“Qualifying Technical Score”) to be considered for financial evaluation. Bidders obtaining less than the Qualifying Technical Score shall be rejected.

5) Each responsive proposal shall be attributed a technical score:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Evaluation Criteria (Part I)</td>
<td></td>
</tr>
<tr>
<td>1. Understanding of the requirements and Proposed Solution to achieve the objective of the TOR</td>
<td>15</td>
</tr>
<tr>
<td>- Brief description of procedure to be proposed by the TMC in order to achieve the objectives of the TOR (13 points)</td>
<td></td>
</tr>
<tr>
<td>- Include any other value-adding services that are proposed but was not indicated in the TOR (02 points)</td>
<td></td>
</tr>
<tr>
<td>2. Proposed methodology</td>
<td>30</td>
</tr>
<tr>
<td>- Bidder’s facilities, resources (04 points)</td>
<td></td>
</tr>
<tr>
<td>- Partnerships/networks, Airline/hotel agreements that may benefit the Bank (04 points)</td>
<td></td>
</tr>
<tr>
<td>- Handling/processing of reservations, ticketing and refund (04 points)</td>
<td></td>
</tr>
<tr>
<td>- Lodged card acceptance/implementation (04 points)</td>
<td></td>
</tr>
<tr>
<td>- Reporting (04 points)</td>
<td></td>
</tr>
<tr>
<td>- Travel (health and visa) advisory services (04 points)</td>
<td></td>
</tr>
<tr>
<td>- Hotel reservations (04 points)</td>
<td></td>
</tr>
<tr>
<td>- Suggestions of current IT tools used to enhance monitoring and reporting standards (02 points)</td>
<td></td>
</tr>
</tbody>
</table>
Experience and past performance of the TMC: Attestations from at least three clients showing successful performance of similar services (03 for each testimonial)  

Execution Plan  
Timeline for successful assumption of responsibilities; action times clearly identifying responsible parties; resource requirements or other critical needs for successful implementation; period required to commence services.

Business Continuity Strategy  
- Proposed quality assurance methodology (04 points)  
- Emergency requests and 24 hour services (04 points)  
- Complaints management (04 points)  
- Surveys and implementation of survey findings (04 points)  
- Disaster recovery and business continuity management (04 points)

Human Resources  
Proposed Account Manager. Desired qualifications-(06 points)  
- Proof of handling a minimum 5000 tickets yearly,  
- Qualified to operate as a travel agent  
- Experience of working with an International or similar national organization in a multi-cultural environment  
- Be able to demonstrate excellent communication and customer relations skills

Proposed Travel Manager and Sales and Marketing Manager desired qualifications-(06 points)  
- Minimum 8 years’ experience, in travel industry  
- Minimum academic requirement of a Degree  
- Must be working in a managerial position  
- Be able to demonstrate experience of working with similar organizations as the Bank  
- Must portray experience of serving clients of a multi-cultural nature

Training plan of Bidders’ proposed staff (04 points)

Sustainable Procurement (refer to the detailed evaluation criteria in Appendix 6G page 50)

In order to confirm the results of the technical evaluations, the Bank requires that Bidders that obtained the best technical score above the minimum score of 75 points, attend a live demonstration at the Bank’s premises or remotely to present their understanding of the TORs for Risk Assessment, at the cost of the Bidder.

Demo Evaluation Criteria  

<table>
<thead>
<tr>
<th>Demo Evaluation Criteria (Part II)</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>- The bidder fully understands the requirements of the Bank’s TOR</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>

Total 100 points
The bidder demonstrates experience in handling of similar contracts with other related organizations - 15
The bidder has a proper plan in place of on-boarding a new client within the shortest time possible - 15
The bidder showcases software systems in place used to process client requests to ensure quick turnaround - 15
The bidder demonstrates how they are able to negotiate with airlines to provide lower fare rates for various routes - 15

Total Marks 100

The bidders obtaining the Qualifying Technical Score of Seventy (75) points shall be notified of the opening of financial proposals. The financial proposals shall be opened and checked for completeness and corrected for computational errors.

**Final Technical Score**

**Final Technical Score** = 60% x Technical score + 40% x Demo score

Bidders who will meet a minimum of 75% final technical score will be eligible to be considered for the next stage

**FINANCIAL EVALUATION**

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

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

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

**FINAL RANKING**

1. **FINANCIAL EVALUATION**

**AWARD OF CONTRACT**

7) 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.

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

The Selection of will be based on technical quality and price. The award shall be made to the bidder receiving the highest final technical evaluation score (above 75%) and ranked no “1” and with whom satisfactory price and terms can be negotiated and agreed.

The Financial Proposal of the firm with the highest technical scores will be opened and price negotiation will be carried out. If negotiation with the highest bidder is not successfully
concluded the Bank will enter into negotiation with the next bidder with technical scores of more than 75%.

For purpose of evaluation, the Bank will convert all bid prices expressed in the currency of the RFP in which the bid price is payable, 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).

**POST-QUALIFICATION**

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

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

To the The African Development Bank
Eastern Africa Regional Center.
P.O .Box: 4861- 00200
Nairobi,
Kenya

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/RDGE/2019/0049 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
PARTY TO JOINT VENTURE INFORMATION SHEET

| 1. Bidder’s Legal Name: |

| 2. JV’s Party legal name: |

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

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

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

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

7. Attached are copies of original documents of:

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

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

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

**STATEMENT OF CONFORMITY AND BID SUBMISSION FORM**

Must meet requirement | Must meet requirement | N/A

A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity and bid submission form in the format provided.

A power of attorney shall be attached, if applicable.

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

**ELIGIBILITY CRITERIA**

Must meet requirement | Must meet requirement | N/A

The bidder is from a member country of the Bank.
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<tr>
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</table>

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

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

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

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

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

The bidder has not fulfilled obligations relating to the payment of social
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<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>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>
<td></td>
<td></td>
</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>
<td></td>
<td></td>
</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>
<td></td>
<td></td>
<td></td>
</tr>
<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>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
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<td>At least one partner</td>
</tr>
</tbody>
</table>

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

**JV (if applicable)**

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

The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.

The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.

Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.

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

**FINANCIAL STANDING**

<p>| | |
| | |
| See below | |</p>
<table>
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<tr>
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<td></td>
</tr>
<tr>
<td><strong>The bidder has a minimum turnover of at least USD 5 Million, for the last three years [2015, 2016, 2017 or latest].</strong></td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet at least 20% of the requirement</td>
</tr>
<tr>
<td><strong>The bidder can demonstrate sound financial performance?</strong></td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>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].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If the laws of the bidders' country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2015, 2016, 2017 or the latest].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow.</strong></td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>
## PASS/FAIL CRITERIA

<table>
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</table>

requirements for the contract and its current work commitments?

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

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

### GENERAL AND SPECIFIC EXPERIENCE

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

The bidder has been in business for the past three (3) years.

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

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

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

<table>
<thead>
<tr>
<th><strong>HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION</strong></th>
<th><strong>Bidders Compliance Requirements</strong></th>
<th><strong>Bidders Response</strong></th>
<th><strong>Comments / Evidence provided</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The bidder has had a contract(s) terminated in the last three (3) years for unsatisfactory performance or default.
### 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>Single Entity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Joint venture and any other form of partnership (JV)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All partners combined</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Each partner</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidders shall complete the litigation history form.

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

Bidders shall complete the litigation history form.

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

### CONFLICT OF INTEREST

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

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

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

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

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

Name of Bidder: ____________________________  RFP Reference: ____________________________

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

<table>
<thead>
<tr>
<th>Non-Performing Contracts – contracts terminated in the past three (3) years for unsatisfactory performance or default</th>
</tr>
</thead>
<tbody>
<tr>
<td>□□□Contract non-performance did not occur during the stipulated period</td>
</tr>
<tr>
<td>□□□Contract non-performance during the stipulated period</td>
</tr>
</tbody>
</table>

<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:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address of Purchaser:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract description:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract award date:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Termination date:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reason for termination:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pending Litigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>□□□No pending litigation</td>
</tr>
<tr>
<td>□ Pending litigation</td>
</tr>
</tbody>
</table>

<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:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address of Purchaser:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract description:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract award date:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Matter in dispute:</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Are you an employee or stakeholder of the Bank?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Has the Bank offered you a contract of employment in the last 12 months?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Are you participating in more than one proposal in the procurement process?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you held a position in government in the last 3 years? For example, a ministerial position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Has a member of your family held a position in government in the last three</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
years? This includes your spouse, parent, brother, sister or child.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</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.

<table>
<thead>
<tr>
<th>Name:</th>
<th>In the capacity of:</th>
</tr>
</thead>
</table>

Signed:

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

Dated on:
Appendix 6G

BID-SECURING DECLARATION FORM

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

Bid No.: [insert number of bidding process]

To: The African Development Bank
    Eastern Africa Regional Center.
    P.O. Box: 4861-00200
    Nairobi, Kenya

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 Bank for the period of time of **three (3) years** starting from the bid submission date, if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

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 authorized 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)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid]
Appendix 6

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.

All submissions must be written in English. The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder and the Bank shall be written in the English language. Any printed literature furnished by the Bidder written in another language shall be accompanied by English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

1. Technical Proposal (Technical Envelope)

(a) In respect of article 9 of the Letter of Invitation, the bidder must submit the following documents:
   - A statement of conformity (using format as described in Appendix A)
   - Power of attorney, if applicable

(b) Proposed solution. This section should demonstrate the Bidder’s responsiveness to the Terms of Reference by identifying the specific components proposed, addressing the requirements, as specified, point by point; and should also include any other value-adding services that were not indicated in the TOR but that the bidder may wish to offer the Bank.

(c) Details of the proposed methodology, including but not limited to:
   - bidder’s facilities, equipment, resources;
   - partnerships/networks, airline/hotel agreements that may benefit the Bank;
   - handling/processing of reservations, ticketing and refund;
   - lodged card acceptance/implementation;
   - reporting;
   - travel (health and visa) advisory services;
   - hotel reservations;
   - suggestions of current IT tools used to enhance monitoring and reporting standards;
   - procedures to be used to meet the Bank’s service requirements at minimum costs.
(d) **Implementation Plan**: The TMC shall describe the plan to transition the account should they receive award of the contract. Please include:

- a project plan outlining the timeline for transition and successful assumption of all responsibilities, resource requirements, critical path and any other critical item for implementation
- action items indicating party responsible for implementation [i.e., Bidder or the Bank];
- resource requirements and any other critical item for implementation;
- period required to commence services.

(e) **Experience and past performance**: bidder should provide at least three attestations duly signed by the companies for which the bidder provided similar services. The document should include signatory name, telephone and fax numbers.

(f) **Management Plan**: bidder must provide a comprehensive and complete written general management approach towards the project that clearly provides a practical approach and includes the following:

i. Customer Service: Bidder shall describe its customer service plan including the response to unsatisfactory performance, ability to handle queries or deal with emergencies at all times, i.e. 24 hours per day;

ii. Quality Assurance and Control including (complaint management process, quality control systems and procedures proposed, etc.); and

iii. Details of disaster recovery program for continuous service on the contract

g) **Qualification of Proposed personnel**, professional experience and educational qualifications for this project (use format as described in Appendix D and D-1).

- Bidders should provide detailed information on proposed travel counselor(s), attaching his/her curriculum vitae, setting out his/her’s:
  - Suitability for the assignment;
  - Relevant skills and experience;
  - Outline the precise role the lead person will play;

- Training plan: Describe the proposed training plan. On-going training provided by the company (especially as regard to development of core competencies and soft skills) for its staff

2. **Financial Proposal** (Financial envelope)

The financial proposal will include:

- a bid submission form, fully completed and signed (using format as described in Appendix B)
- a general table summarizing pricing (Appendix C)
3. **Currencies of the Proposal**

The Bidders are free to submit their prices in Kenya Shillings and/or United States Dollars. However, for the purpose of evaluation, the Bank will convert all bid prices into the Bank’s Unit of Account by using the Bank’s monthly moving average rate for the applicable month (deadline for submission of proposals). The currency that shall be used to convert all bid prices expressed in various currencies into a single currency is: **UA (Unit of Accounts)**.
Appendix 6G

DETAILED EVALUATION FOR SUSTAINABLE CRITERIA (100 Points) (weight = 10% of the Technical Evaluation)

Bank personnel undertake business trips for meetings, supervision of projects financed by the Bank whereby a contract with a commercial travel agent is often made for these trips. A travel agent can organize the travel booking (flight, car hire etc) and accommodation, and other details such as visa. Usually the travel agents often insist on better prices for their clients and for this purpose they make contracts with airlines and public transport companies, hotel chains and car hire firms. The agreement on how the contract will be executed, as outlined in the contract.

The following are some of the Criteria that were created by the Global Sustainable Tourism Council (GSTC), to provide a common understanding throughout the world of "sustainable tourism", and are the minimum that any tourism business should aspire to reach. The Criteria have been developed and revised while striving to adhere to the Standard-Setting Code of the ISEAL Alliance, the body recognized to provide guidance on international norms for developing sustainability standards in all sectors. They are organized around four main themes, namely effective sustainability planning, maximizing social and economic benefits for the local community, enhancing cultural heritage, and reducing negative impacts to the environment.

The provider is requested to indicate the level of engagement and compliance with the terms of reference in relation to sustainability and demonstrate their current status on the following criteria.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Yes/No</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Effective sustainable management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have in place a documented, and is implementing a long-term sustainability management system that addresses environmental, social, cultural, economic, quality, human rights, health, safety, risk and crisis management issues and drives continuous improvement.</td>
<td>Yes</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Engages staff with the development and implementation of the sustainability management system and receives periodic guidance and training regarding their roles and responsibilities in its delivery.</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Compliance with all applicable local, national and international legislation and regulations including health, safety, labour and environmental aspects e.g. OSHA, IATA, ICAO</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Monitors and takes corrective action on customer satisfaction including aspects of sustainability.</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Promotional materials and marketing communication regarding the organization and its products and services, are accurate and do not promise more that is being delivered.</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Use of local appropriate and sustainable practices and materials e.g. plants used in landscaping, construction materials used.</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>
### 2) Social and economic benefits to the local community

| Access and information for persons with special needs, where appropriate. | 4 |

#### Purchasing policies favour environmentally sustainable suppliers and products including capital goods, food, beverages, building materials and consumables. |

| 5 |

#### Company carefully manages the purchasing of consumable and disposable goods including food, in order to minimize waste. |

| 4 |

#### Water consumption is assessed, measured and steps are taken to minimize overall consumption and adverse effects on environmental flows. |

| 4 |

#### The company seeks to reduce transportation requirements and actively encourages the use of cleaner and more resource efficient alternative by customers, employees, suppliers and in its own operations. |

| 4 |

#### Wastewater, including grey water, is effectively treated and is only reused or released safely, with no adverse effects to the local population or the environment. |

| 4 |

#### Mechanisms are in place to reduce waste (including food waste) and where reduction is not feasible, to reuse or |

| 4 |
recycle it. Any residual waste disposal has no adverse effect on the local population or the environment.

| The company implements practices to minimize pollution from noise, light, runoff, erosion, ozone-depleting substance and air, water and soil contaminants. | 4 |

<table>
<thead>
<tr>
<th>4) Economy and efficiency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have in place value for money, cost effectiveness, cost avoidance mechanisms for its clients.</td>
</tr>
<tr>
<td>Have in place policies to provide quality and efficient services to its clients.</td>
</tr>
<tr>
<td>Have in place systems and procedures for swift and timely delivery of services to clients.</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
</tr>
</tbody>
</table>

Total points 100. This part will constitute only 10% of the total evaluation score of the Bidder.
SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE
Appendix 7A

BID SUBMISSION FORM

To the The African Development Bank
Eastern Africa Regional Center.
P.O.Box: 4861- 00200
Nairobi,
Kenya

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/RDGE/2019/0049 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

#### 1. BASE OFFER

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>No of Units&lt;sup&gt;1&lt;/sup&gt; required</th>
<th>Cost per Unit</th>
<th>Estimated Total Cost p.a</th>
<th>Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Fees for Tickets issued</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business class</td>
<td></td>
<td>1600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Economy class</td>
<td></td>
<td>1600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Fees for Tickets re-issued</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Reimbursement Fee</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Cancellation Fee</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Arranging Travel Insurance</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 2. OPTIONAL SERVICES

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>No of Units&lt;sup&gt;2&lt;/sup&gt; required</th>
<th>Cost per Unit</th>
<th>Estimated Total Cost p.a</th>
<th>Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Fees for Hotel reservations</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Meet and Assist</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Visa Procurement</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

<sup>1</sup> Figures based on yearly average statistics provided in point 9 of the Terms of reference.

<sup>2</sup> Figures based on yearly average statistics provided in point 9 of the Terms of reference.
<table>
<thead>
<tr>
<th>Type of Service</th>
<th>No of Units (^2) required</th>
<th>Cost per Unit</th>
<th>Estimated Total Cost p.a</th>
<th>Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Please include any other service</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

3. **OPTION** – Bidders may propose any other method of remuneration e.g. Management fee, airlines commission, etc. Where airline commission is proposed, please indicate the percentage commission currently being paid.
SECTION 8 – PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

ARTICLE 3: ELIGIBILITY

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

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

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

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

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

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

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

3.3 In order to be eligible:

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

#### REGIONAL COUNTRIES

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#### NON REGIONAL COUNTRIES

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PART II – GENERAL AND SPECIFIC CONDITIONS

AFRICAN DEVELOPMENT BANK
GENERAL SERVICES & CORPORATE DEPARTMENT

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 of 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 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) declare void or terminate this Contract without liability for payment of the Contract Amount or any part thereof; (ii) declare the Supplier ineligible to contract with the Bank or to enter into contracts financed by the Bank; or (iii) pursue legal proceedings against the Supplier. For the purposes of this Agreement:

(i) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) A “fraudulent practice” is 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;

(iii) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) A “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:

1. 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

2. Acts intended to materially impede the exercise of the Bank’s inspection and audit rights.

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

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

1.5 Liability, Immunities and Applicable Law

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

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

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

1.6 Insurance

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

1.7 Documents

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

1.8 Changes to Agreement and Amendments

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

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

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

1.9 Taxes

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

1.9.2 If a Supplier is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or 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.

1.10.4 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.

1.10.5 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.

1.10.6 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.

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

1.11 Inspection, Acceptance or Rejection

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

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

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

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

1.12 Warranty

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

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

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

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

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

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

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

1.13 Suspension

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

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

1.14 Termination

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

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

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

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

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

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

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

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

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

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

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

1.15 Audit

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

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

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

1.16 Liquidated Damages

1.16.1 Unless provided otherwise in the Agreement, 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 its action or that of its employees, agents or subcontractors, of which the Supplier or its employees, agents or subcontractors 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 employees, agents or subcontractors, may be suffered by 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. The Supplier must inform its agents and subcontractors of the confidentiality obligations and security measures required for the execution of the Agreement. It must ensure compliance with these obligations by its subcontractors.

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 disagreement or difference, either party may require that such dispute be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

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

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

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

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

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

1.20 Force Majeure

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

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

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

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

1.21 Severability

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

2. Packaging, Title and Risk of Loss for Goods

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

2.1.2 Title to all goods furnished under the Agreement shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to the Bank. Title will pass to the Bank on the earlier of the date of the payment for such goods or acceptance of the
goods. The Supplier shall assume all risk of loss or damage for the goods until such time the title passes to the Bank.
SECTION 9 – CONTRACT AGREEMENT

DRAFT CONTRACT
PROVISION OF TRAVEL AGENCY SERVICES FOR THE EASTERN AFRICA REGIONAL OFFICES
No ADB/RFP/RDGE/2019/0049

THIS SERVICE CONTRACT (hereinafter called the "Contract") is entered into by and between

The AFRICAN DEVELOPMENT BANK (hereinafter called the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE d’IVOIRE on one part, and …………………………………………………………., formed and existing under the laws of ………………. (hereinafter called the "Contractor"), whose address is ……………………………., of the other part.

And

………………………………… (hereinafter referred to as the Contractor) whose head office is situated at …………………………………………………

WHEREAS:

(i) As previously pointed out that:

The Bank invited the Contractor to bid for the provision of travel agency Services and has accepted a bid by the Contractor for the supply of the these services on a non-exclusive basis, pursuant to the terms and conditions contained in this Agreement; and

(ii) The Supplier represents and warrants that it possesses the competence and resources to supply and perform the Services (as defined below).

(iii) The Supplier agrees to provide the Services according to the timeline set out in each relevant document in [Country], after receiving a formal request from the Bank.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

ARTICLE 1 - CONTRACT DOCUMENTS

The following documents (hereinafter referred to as “Contract Documents”), shall be deemed to form, and be read and construed as integral part of this Agreement, viz.:

Annex 1: Terms of Reference;
Annex 2: Contractor’s Technical Proposal;
Annex 3: Price Schedule;
Annex 4: General Terms and Conditions for the Purchase of Goods, Works and Services;
Annex 5: Code of Conduct for Supplier;
Annex 6: Supplier Performance Evaluation.

All documents forming the Contract Documents are intended to be correlative, complementary, and mutually explanatory.
ARTICLE 2 - INTERPRETATION

The following words and expressions shall have the meanings hereby assigned to them:

‘Agreement’ means this contract for the provision of the Services;

‘Contractor’ means………………………………………………………………………;

‘Bank’ means the African Development Bank named as above for whom the Contractor has agreed to provide the Services in accordance with the conditions herein of this Agreement;

‘Fares’ means the cost price of all tickets and travel arrangements ordered hereunder, as quoted to the Bank at the time any booking is confirmed;

‘Group’ means the Bank and any subsidiary or holding Bank of the Bank or any such Bank

‘Services’ means the provision of Corporate Travel Management to include domestic and international business travel booking and ticketing services pursuant to the conditions herein of this Agreement.

“Term” the term of this Agreement pursuant to Clause 2

“Termination Date” the date of termination of this Agreement (howsoever determined)

“Subcontractor” means any person, private or government entity, or a combination of the above, including his or its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

ARTICLE 3 - SCOPE OF SERVICES

3.1 The services to be performed by …………………………… under this Agreement (hereinafter called the "Services") are described in the terms of reference attached hereto as Annex 1 (hereinafter called the "Terms of Reference") and forming an integral part hereof.

3.2 Notwithstanding Article 3 hereof, the Bank shall be entitled to modify the Terms of Reference provided however, that no such modification shall change the essential nature or purpose of the Services. If, as a consequence of such modification, the scope of the Services is significantly changed, the Agreement Amount (as defined in Section 6.1 hereof) may be adjusted by the Bank

3.3 The Services shall be provided in a fit and proper manner in keeping with the standards of the Travel Industry and the terms of this Agreement.

ARTICLE 4 - PROVISION OF BUSINESS TRAVEL SERVICES

4.1 The Contractor shall provide the Services set out in Annex 1 as required by the Bank in accordance with the conditions herein of this Agreement.
4.2 All tickets and travel arrangements supplied by Contractor shall be subject always to the standard terms and conditions of the airline or other provider of such travel or accommodation services applicable in respect of the same.

4.3 The Bank shall provide promptly to Contractor all information and documentation required for the proper provision of the Services by the Contractor and shall on request provide such other information as the Contractor shall require from time to time.

4.4 The Services shall be provided by Contractor in accordance with good travel industry practice and statutory requirements but shall in all cases be subject always to the applicable standard terms.

ARTICLE 5 - COMMENCEMENT AND DURATION

The Contractor shall commence the Services on ……………… and shall carry out the Services for an initial period of three (03) years, renewable automatically on annual basis for two (2) years, on the same terms and conditions upto a maximum duration of five (05) years, within the schedules and time limits established under the Terms of Reference (attached hereto as Annex 1), “) unless notice of termination by either party of three (03) months before the expiry of the contract period.

ARTICLE 6 – AMOUNT AND PAYMENT TERMS

6.1 The Bank shall, subject to satisfactory performance of the Services, pay to the Contractor the amounts as set out in the Payment Terms and Conditions (Annex 3 of this Contract), which forms an integral part of this Contract. It is agreed that such payment terms shall be reviewed by the parties in good faith with effect from each anniversary of the commencement of this Agreement, or more frequently if required

6.2 Payment of the Contract Amount shall be in accordance with the modalities specified in Annex 3 to this Contract.

6.3 Payments shall be made promptly by the Bank and in any case, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and for which there are no disputes relating to the invoice to the following Contractor account:

........................................
........................................
........................................

ARTICLE 7 - TAXES AND DUTIES

The Supplier acknowledges that in accordance with Article 57 of the Agreement Establishing the African Development Bank ("Specific Agreement"), the Bank, its property, other assets, income and its operations and transactions are exempt from all taxation and customs duties; and the Bank is exempt from any obligation to pay, withhold or collect any taxes or duties. Accordingly, the Supplier hereby authorizes the Bank to deduct any taxes, duties and/or other similar charges or imposts included by the Supplier on any invoice submitted by virtue of this
Agreement or other agreements, any of its Annexes or any amendment thereof before paying such invoice without cost to the Bank.

ARTICLE 8: REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 The Bank represents and warrants that it possesses the requisite experience, qualifications, competence and skills to perform the Services hereunder and to carry out all of its duties and responsibilities set out in this Contract and that all information given concerning such experience, qualifications, competence and skills is accurate.

8.2 The Bank represents and warrants that it is in compliance with all the applicable laws and regulations in force at its place of incorporation. The Bank covenants that during the term of this Contract it shall abide by, and take all measures necessary to enable it to be in compliance with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.

8.3 The Bank represents and warrants to the Bank that: (i) the execution and delivery by the Bank of this Contract, the consummation of the transactions contemplated hereby and the performance by the Bank of this Contract will not violate, conflict with or result in the breach of any of the terms and conditions of, or otherwise give any other contracting party the right to terminate, any contract, agreement, license, franchise, commitment or binding arrangement to which the Bank is a party and which would otherwise be material to the performance by the Bank of its obligations hereunder; and (ii) the Bank possesses and will maintain all required licenses, and permits in respect of, or otherwise possesses and will maintain good and valid title to, all the intellectual and other property necessary for the performance of its obligations hereunder. The foregoing representations and warranties of the Bank shall survive the termination of this Contract.

ARTICLE 9 - ASSIGNMENT AND SUBCONTRACTING

9.1 The Contractor shall not assign, transfer or make any other disposition of any of its rights or obligations under this Contract, in whole or in part, except with the prior written consent of the Bank.

9.2 The Contractor shall not subcontract for the whole or any part of the Services to any person or entity except with the prior written consent of the Bank given in respect of the particular person or entity.

9.3 Notwithstanding any such consent given by the Bank pursuant to Sections 9.1, or 9.2 above, the Contractor hereby guarantees full compliance by each of the Contractor’s Associates with the terms of this Contract and the prompt performance by each of them of the subcontracted parts of the Services. The Contractor further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Services.

9.4 Notwithstanding the approval by the Bank of (i) the assignment by the Contractor, in whole or in part, of this Contract; or (ii) the subcontracting of this Contract to a third party by the Contractor, such approval in each such case shall be without prejudice to the Contractor’s obligations and liabilities hereunder

9.5 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.
ARTICLE 10 - PERFORMANCE OF THE CONTRACT

10.1 The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

10.2 The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or license required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

10.3 Any reference made to the Contractor’s staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

10.4 The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.

10.5 The Contractor shall have sole responsibility for the staff who executes the tasks assigned to him.

10.6 The Contractor shall make provision for the following employment or service relationships with his staff: the Bank may not under any circumstances be considered to be the staff’s employer and the said staff shall undertake not to invoke in respect of the Bank any right arising from the contractual relationship between the Bank and the Contractor.

10.7 In the event of disruption resulting from the action of a member of the Contractor’s staff working on Bank premises or in the event of the expertise of a member of the Contractor’s staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Bank shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

10.8 Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Bank. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

ARTICLE 11 - RELATIONSHIP OF THE PARTIES, INDEMNIFICATION

11.1 Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Contractor and the Bank other than that of independent contractor. Accordingly, the Bank 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 Bank, or the Banks Associates.

11.2 The Bank hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses (“Losses”) (including, without limitation, reasonable attorney’s fees) which the Bank may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Bank or any of the Bank’s Associates including without limitation all third party claims, and the Bank 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 Bank shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property or industrial design rights arising from the performance of the Services by the Bank and any of the Bank’s Associates.

11.3 The provisions set out in this Article shall survive the expiration or termination of this Contract.

ARTICLE 12 - CONFLICT OF INTERESTS

12.1 The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Bank in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

12.2 The Bank reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff is not placed in a situation which could give rise to conflict of interests. Without prejudice to Article 10 the Contractor shall replace, immediately and without compensation from the Bank, any member of his staff exposed to such a situation.

ARTICLE 13 - DATA PROTECTION

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

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

ARTICLE 14 - EVALUATION OF THE CONTRACT

14.1 This Agreement will be evaluated every six months. The quality of delivery of goods will be assessed using performance criteria on which the Supplier agrees (Annex 6). Faults detected
will be immediately reported in writing to the attention of the Supplier, as well as opportunities for improvement in order to meet the standards and market quality.

14.2 The results below those expected by the Bank and the failure to obtain the minimum required score for each criterion expose the Supplier to sanctions ranging from formal termination of the Agreement.

ARTICLE 15 - CONTRACTOR'S INABILITY TO PERFORM SERVICES

If, at any time and for whatever reason, in the opinion of the Bank the Contractor is unable to perform or to complete the performance of the Services in a manner satisfactory to the Bank, the Bank may, at its option, either terminate this Contract, or extend the time within which the Services are to be performed. Any additional costs or expenses to the Bank arising from such extension shall be borne by the Contractor.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the Agreement 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.

16.2 If, forty-five (45) calendar days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or disagreement, either party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force.

16.3 The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) calendar days after the date of the Notice of Dispute, the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration (“LCIA”) shall act as the appointing authority.

16.4 The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

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

16.6 Notwithstanding the provisions of the UNCITRAL Arbitration Rules, the arbitral tribunal shall not be authorized to take or provide, and the parties shall not be authorized to seek from any judicial authority, any interim measures of protection or pre-award relief against the other party.

16.7 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.

16.8 The provisions of this Article shall survive the termination of the Agreement.
ARTICLE 17 - COPYRIGHT, CONFIDENTIALITY AND OWNERSHIP

17.1 The Contractor shall not at any time without written authorization from the Bank, communicate to any person or entity any Confidential Information disclosed to it for the purpose of performing the Services or obtained by it in the course of performing the Services, or make any public statements concerning this Contract. All Confidential Information shall be treated as confidential by the Contractor and the Contractor’s Associates and remain the property of the Bank. The Contractor and the Contractor’s Associates shall not 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 the Contractor in respect of, in connection with or by virtue of this Contract.

17.2 The Contractor 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.

17.3 The obligations of the Contractor under Section 17.1 of this Contract will not be deemed to have been breached to the extent that Confidential Information: (a) is disclosed by the Contractor to the Contractor’s Associates solely in order to comply with obligations, or exercise rights, under this Contract; or (b) is in the public domain other than due to a breach of Section 17.1. Where the Contractor discloses Confidential Information to another person pursuant to clause (a) above, the Contractor will (a) notify the receiving person that the information is Confidential Information and (b) not provide the Confidential Information unless the receiving person agrees to comply with the terms and conditions set forth in Section 17.1. In every instance, the Contractor shall notify the Bank (a) of such disclosure to the Contractor’s Associates prior to making such disclosure, and (b) promptly of any breach of its confidentiality obligations when it has learnt of such a breach.

17.4 The Contractor 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 Services.

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

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

17.7 The provisions of this Article shall survive the expiration or the termination of this Contract.

ARTICLE 18 - FORCE MAJEURE

18.1 Neither party to this Agreement shall be responsible for any delay or failure to perform its obligations under the Agreement if the delay or failure is attributable to force majeure.
18.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Supplier shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18.3 In the event of force majeure which delays performance of the whole or any part of this Agreement for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Agreement.

18.4 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event.

**ARTICLE 19 - FRAUD AND CORRUPTION**

19.1 The Supplier represents that no employee of the Bank involved in the award of this Agreement, 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 this Agreement or its implementation.

19.2 If the Supplier is found to have engaged in corrupt or fraudulent practices in connection with this 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 contract with the Bank and to enter into contracts in connection with matters financed by the Bank; or iii) pursue legal proceedings against the Supplier.

19.3 For the purposes of the Agreement:

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

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

19.4 The Bank reserves the right, where the Supplier has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that the Supplier is ineligible, for a stated period of time, to be awarded a Bank contract.

19.5 The Supplier agrees that the Bank may at its discretion require that, in contracts financed by the Bank, a provision be included requiring the Supplier and its contractors to permit the Bank to inspect their accounts and records relating to the performance of the Agreement and to have them audited by auditors appointed by the Bank.

19.6 Any communications between the Supplier and the Bank related to matters of alleged fraud or corruption shall be made in writing.
ARTICLE 20 - TERMINATION

20.1 The Bank may terminate this Contract at any time without advance notice in the event the Contractor engages in misconduct. For purposes hereof, “misconduct” means conduct that is unlawful or improper, and that the Bank determines in its discretion, reflects seriously and adversely on the Bank.

20.2 The Bank may, upon giving not less than three months' (90) days' notice in writing to the Contractor, terminate this Contract if the Bank determines that the Contractor has failed to perform satisfactorily the Services or to otherwise comply with any of its obligations under this Contract.

20.3 The Bank may, at its option and in its sole discretion, terminate this Contract when it is in the interest of or the convenience of the Bank to do so, provided, that the Contractor shall in such event be given prior notice of not less than [two months] 60 days of such termination.

20.4 The Bank may at any time terminate the Agreement by giving thirty (30) days written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Bank.

20.5 The Contractor may terminate this Contract if the Bank has, within a period of forty-five (45) days after the due date, failed to pay any amount due to it in respect of which no dispute has arisen.

20.6 The Bank and the Contractor may terminate this Contract by mutual agreement in writing.

20.7 Upon termination of this Contract, the Contractor shall: (a) take immediate steps to end the performance of the Services in a prompt and orderly manner, mitigating any losses and keeping further expenditures to a minimum; and (b) promptly return all Bank equipment and, in accordance with Section 17.4 hereof, all documents, reports, statistics, data and other information provided, or made available to, or created, obtained, compiled or prepared by, the Contractor in the course of carrying out the Services.

20.8 If this Contract is terminated under this Article 21, Article 15 or 19, the Bank shall be liable only for payment, in accordance with the payment provisions of this Contract, for the part of the Services actually performed and expenses reasonably incurred prior to the effective date of termination.

ARTICLE 21 - LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to all its other remedies under the Contract or to the Bank's right to terminate the Contract, the Bank may deduct from payment due to Contractor, the amount of service not performed or poorly performed.

ARTICLE 22 - DISASTER RECOVERY

If the contractor, at any time during the performance of this contract, is determined by the Bank (at its sole discretion) to provide services essential or critical to the Bank mission (based on the nature of an actual or threatened emergency situation), then upon such notice to the contractor by the Bank Contracting Officer; the contractor shall take immediate and effective measures to ensure the
availability or use of back-up or redundant services and/or system(s) support to deal with such emergency, and to ensure uninterrupted support of the services or system(s) support under the contract so identified.

ARTICLE 23 - MODIFICATION OR AMENDMENT

Subject to Section II hereof, no changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by both parties hereto.

ARTICLE 24 - GOVERNING LANGUAGE

24.1 The Agreement as well as all correspondence and documents relating to the Agreement exchanged by the Supplier and the Bank shall be written in English. Supporting documents and printed literature that are part of the Agreement may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in English, in which case, for purposes of interpretation of the Agreement, this translation shall govern.

24.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

ARTICLE 25 – NOTICES

25.1 All notices or requests required or permitted to be given or made shall in the case of the Bank be addressed or made to the Director General, RDGE Regional Office, or such officer duly authorized by it in writing to receive or act upon the same.

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

FOR THE BANK

Mailing Address

The Director General
African Development Bank Group
Eastern Africa Regional Center
10 Longonot Road
Khushee Towers
P.O.Box: 4861 -00200 Nairobi

FOR THE CONTRACTOR

Mailing Address

..........................................................

..........................................................

Fax: + ..................................
Tel: + ..................................

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ARTICLE 26 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England.

ARTICLE 27 - SEVERABILITY

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Contract shall in no way affect the validity, enforceability or legality of any of its other provisions.

ARTICLE 29 - COUNTERPARTS

This 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.

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

.................................................................................  .................................................................................
Signed for and behalf of                                    Signed for and behalf of
.................................................................................
African Development Bank

Name: ...............................................          Name: ........................................................

Title:  ...............................................          Title: ....................................................

Date: ...............................................          Date: ....................................................

PERFORMANCE EVALUATION
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15. COST CONTROL

16. COMPLIANCE WITH STANDARDS

17. UPDATE CAPACITY OF INSTALLED SYSTEM

18. FLEXIBLE HOURS

19. COMPLIANCE WITH CONTRACT CLAUSES

20. COMPLIANCE WITH TOR/ TECHNICAL SPECIFICATIONS

21. RESPECT FOR ENVIRONMENT

22. INNOVATION OF SERVICES

23. SKILLS TRANSFER, TRAINING

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2. NAME OF CONTACT PERSON (INTERFACE)

3. PERFORMANCE, QUALIFICATION, COMPETENCE OF WORKER

4. PUNCTUALITY

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8. COMPLIANCE WITH INSTRUCTIONS

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