REQUEST FOR PROPOSAL

RESTORATION, DIGITIZATION, AND STORAGE OF RARE BOOKS FOR THE PARLIAMENT OF THE ARAB REPUBLIC OF EGYPT

REF: ADB/RFP/COEG/2018/0056
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Dear Sir/Madam,

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

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 Annex I. The Bank’s requirement is set out in Annex II.

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. 78 member countries including all the 53 African countries and 25 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 (Annex IV) and Financial Proposal Questionnaire (Annex V) in accordance with the Instructions to Bidders (Section 1), RFP Data Sheet (Annex I), Description of Goods/Technical Specification/Terms of Reference (Annex II), Eligibility Criteria (Annex VI) and General and Specific Conditions (Annex VII). The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology (Annex III). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.


9. We look forward to receiving your proposal and thank you for your interest in doing business with the Bank.
SECTION 1 - 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 as 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 on the RFP 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 Data Sheet**) shall be disqualified.

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

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

8.1. If provided in the **RFP Data Sheet**, bidders are invited to attend a site visit and pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any matter relating to the Bank's requirements. The cost of the site visit and pre-bid meeting shall be at the bidder's own expense.

8.2. Bidders are requested to submit any questions in writing to the address in the **RFP Data Sheet**, to reach the Bank no later than one week before the meeting.

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

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

**PREPARATION OF PROPOSALS**

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

10. **Language of Proposals**

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

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

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

12. **Documents comprising the Proposal** - Proposals shall comprise the following documents, completed in full and supported with evidence and information requested:
   - Technical Proposal Questionnaire; and
   - Financial Proposal Questionnaire.
13. **Statement of Conformity, Bid Submission Form and Price Schedule** – Bidders shall sign the Statement of Conformity and Bid Submission Form and complete the price schedule using the forms provided. The forms shall be completed without alterations to its format and content. No other substitutes shall be accepted.

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

15. **Meeting the Bank’s requirements**
   15.1. Unless otherwise provided, bidders shall meet the Bank’s requirements by the deadline for submission of proposals.
   15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank to 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 bidder’s property in connection with such demonstration.

19. **Sustainable Procurement** – the Bank is committed to managing its business in an environmentally and socially responsible manner. The Bank would like to work with and encourage suppliers to execute the contract in the same manner. Bidders are encouraged to set out how they intend to incorporate environmental and social considerations if awarded the contract.

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, a bid security in the amount, form and valid for the period in the RFP Data Sheet.
   27.2. The bid security shall be in the form of a certified cheque or a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank. Any proposal not accompanied by a substantially responsive bid security shall be rejected.
   27.3. The Bank may require bidders to extend the period of validity of a bid security. If the bidder does not extend the validity of the bid security, the bidder’s proposal shall be rejected unless the bidder submits a new bid security acceptable to the Bank before the expiration of the bid security.
   27.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the proposal and shall list all members of the joint venture.
   27.5. The bid security shall be returned to bidders or forfeited in the circumstances specified in the RFP Data Sheet.

**SUBMISSION AND OPENING OF PROPOSALS**

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

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

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

31. **Proposals submitted electronically via AfDB e-Procurement portal**
   31.1. If provided in the RFP Data Sheet, proposals shall be submitted electronically via AfDB e-Procurement portal.
31.2. Bidders shall obtain guidance on submitting proposals electronically in the user manual in AfDB e-Procurement portal.

31.3. The Bank reserves the right to request the original of any form, document or authorization submitted electronically by any bidder.

32. Proposals submitted by mail, courier or hand-delivery

32.1. If provided in the RFP Data Sheet, proposals shall be submitted by mail, courier or hand delivery.

32.2. Proposals shall be submitted in a sealed envelope (with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes) and addressed to the Bank at 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 label “Original” and each of the four copies the label “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 information shall appear on each internal envelope:
   a) the RFP reference;
   b) the statement “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 13.00 hrs and from 14.00 hrs to 17.00 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 paragraph 32 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 the 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 the policy on Disclosure and Access to Information.
36. **Clarification of Proposals**

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

36.1.1. Require any bidder to clarify any part of its proposal;
36.1.2. Require any bidder to provide further information or documentation;
36.1.3. Undertake site visit to any bidder; or
36.1.4. Contact referees provided by any bidder.

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

37. **Determination of Responsiveness**

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

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

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

37.2.1. If accepted, would:

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

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

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

**BID EVALUATION**

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

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

**AWARD OF CONTRACT**

40. **Award Methodology**

40.1. The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology.
40.2. The Bank may discuss proposals with the successful bidder in order to improve and clearly specify the contents of the winning proposal. Under no circumstances shall the Bank change its requirements.

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 the contract for 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 the 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 upon request to the Bank within seven (7) days from receipt of the regret letter.

45. **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.**

46. **Performance Security**
   46.1. 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.
   46.2. The performance security shall be returned to the bidder as set out in the General and Specific Conditions.
   46.3. 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.
   46.4. 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.

47. **Advance Payment**
   47.1. 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.
   47.2. 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.
   47.3. The advance payment shall be repaid to the Bank by deducting proportionate amounts from payments due to the successful bidder as set out in the General and Specific Conditions.
   47.4. The advance payment guarantee shall be returned to the bidder as set out in the General and Specific Conditions.

48. **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**

49. **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.

50. **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.

__________________________________________
Country Manager
Egypt Country Office
### ANNEX I – RFP DATA SHEET

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<th>§ 1</th>
<th>The goods and services to be provided are outlined in Annex II.</th>
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<td>§ 1</td>
<td>To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria:</td>
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<td><strong>Eligibility of Bidders, Goods and Services</strong>: Interested Companies must originate from one of the Bank’s member countries listed in Annex VII of the Request for Proposal.</td>
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<td><strong>Eligibility Criteria</strong>: a bidder shall not be eligible if any of the situations listed in Annex VI apply.</td>
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<td><strong>Financial Standing</strong>: An average turnover of at least …. or equivalent] per annum for the last three years [NA].</td>
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<td><strong>General and Specific Experience</strong>: a bidder shall have a minimum of [03 years] experience and successfully or substantially implemented as a prime contractor at least three assignments of a similar nature and complexity</td>
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<td><strong>Historical Contract Performance and Pending Litigation</strong>: a bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract.</td>
</tr>
<tr>
<td></td>
<td><strong>Conflict of Interest</strong>: 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.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>§ 7</th>
<th>Request for clarification and/or request for change to the RFP shall be sent in writing by electronic mail: <a href="mailto:RDGE_Tender@afdb.org">RDGE_Tender@afdb.org</a>; The request shall be received by the Bank no later than 23rd April 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 8</td>
<td>The Bank shall organize a site visit and pre-bid meeting: [YES]. <strong>The site visit and pre-bid meeting will be held on 23rd April 2018 at 10.00 hours</strong></td>
</tr>
<tr>
<td></td>
<td>1 Magless El Shaab Street - Gate No. 1</td>
</tr>
<tr>
<td></td>
<td>Cairo, Egypt.</td>
</tr>
<tr>
<td></td>
<td>Postal Address 11583</td>
</tr>
<tr>
<td></td>
<td>Mogamaa Building</td>
</tr>
<tr>
<td></td>
<td>Questions for the site visit and pre-bid meeting shall be submitted to <a href="mailto:RDGE_Tender@afdb.org">RDGE_Tender@afdb.org</a> by or asked during the site visit. <strong>The site visit and pre-bid meeting is a mandatory requirement: YES, Bidders are required to attend.</strong></td>
</tr>
<tr>
<td>§ 10</td>
<td>The language of proposals and all correspondence is English</td>
</tr>
<tr>
<td>§ 20</td>
<td>Alternative proposals are accepted : NO</td>
</tr>
<tr>
<td>§ 24</td>
<td>The prices shall be expressed in Egyptian Pounds ( EGP ) or US$</td>
</tr>
<tr>
<td>§ 25</td>
<td>The Bank’s requirement is divided into lots - NO</td>
</tr>
<tr>
<td></td>
<td>Bidders can submit a proposal for one or multiple lots : NO</td>
</tr>
<tr>
<td>§ 26</td>
<td>The minimum period of validity of proposals is ninety (90) days from the deadline for submission of proposals.</td>
</tr>
<tr>
<td>§ 27</td>
<td>Bid security is required [NO]</td>
</tr>
<tr>
<td>§ 28</td>
<td>The deadline for submission of proposals is 7th May 2018 (15:00 hours local time)</td>
</tr>
<tr>
<td>§ 31</td>
<td>Proposals shall be hand delivered at the address indicated below</td>
</tr>
<tr>
<td>§ 32</td>
<td>Proposals shall be sent to the following address and the external envelope shall bear the following information: Notices to the Contractor shall be addressed. Country Manager To the African Development Bank Country Office, Egypt. 72b, al-Maahad Al-Eshteraki St (opp Merryland) Afreximbank Building or Mashreq Bank 5th floor Tel: +202 22 56 37 90/1 Heliopolis, Cairo Egypt RFP – DO NOT OPEN UNTIL BID OPENING DAY Reference: ADB/RFP/COEG/2018/0056- RFP for Restoration, Digitization and Storage of Rare Books for the parliament of the Arab Republic of Egypt. RFP Closing Date and Time: 7th May 2018 (15:00 hours local time)</td>
</tr>
<tr>
<td>§ 46</td>
<td>Performance security is required: NO]</td>
</tr>
<tr>
<td>§ 47</td>
<td>Advance payment will be provided to the successful bidder: N/A</td>
</tr>
<tr>
<td>§ 48</td>
<td>The Bank shall retain 10% of the contract sum until the end of the defects liability period: N/A</td>
</tr>
</tbody>
</table>
ANNEX II

TERMS OF REFERENCE (TOR)

RESTORATION, DIGITIZATION AND STORAGE OF RARE BOOKS FOR THE PARLIAMENT OF THE ARAB REPUBLIC OF EGYPT.

1. BACKGROUND

The Bank in its capacity as the Implementation Support Agency (ISA) for the Middle East and North Africa (MENA) Trust Fund, received approval in June 2014 for a grant of USD 2.920m to support the capacity building of the Parliament of Egypt. The project’s objective is to enhance the performance of the Egyptian Parliament towards increased efficiency and effectiveness in response to the demand for improved social justice. The project direct beneficiaries are the parliament staff members, with a focus on staff members who work in the Parliament Committees alongside the elected Members of Parliament. They will be the direct recipients of the training and capacity building. The indirect beneficiaries will be the Egyptian citizens at large who will benefit from the increased efficiency and effectiveness of the parliament in conducting its legislative and oversight functions.

Under the same context the Project is for Restoration (conservation treatments) of “Rare Books” that exist in the parliament library under project entitled “Support to Parliament: Building Capacity and Streamlining Inclusive Growth and Decentralization in Egypt”, to be implemented by the African Development Bank in Egypt.

2. AIM OF THE PROJECT:

The project mainly aims to restore, digitize and preserve the valuable cultural collections of rare books, maintaining their originality of form and content without any alterations or modifications. This can be done by the least treatment, preserving storing them according to the latest international systems.

3. CONTENTS OF THE COLLECTION

The content is a collection of rare books, description of Egypt’s history, trip of Siwa and the atlases and indicated in the list below:

<table>
<thead>
<tr>
<th>Description of the item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A collection of books on the Ottoman Empire 1786</td>
<td>3</td>
</tr>
<tr>
<td>2. Description of Egypt’s collection (paintings) 1809-1822</td>
<td>12</td>
</tr>
<tr>
<td>3. Description of Egypt’s collection (Explanation)</td>
<td>24</td>
</tr>
<tr>
<td>4. A trip to the Siwa Oasis from (1819-1820)</td>
<td>1</td>
</tr>
<tr>
<td>5. Holy land (1838 – 1840)</td>
<td>6</td>
</tr>
<tr>
<td>6. Journey to Southern Egypt 1839</td>
<td>2</td>
</tr>
<tr>
<td>7. A Description of social life in Egypt- 1924</td>
<td>1</td>
</tr>
<tr>
<td>8. Egypt (1929 – 1930)</td>
<td>1</td>
</tr>
<tr>
<td>10. A statistical Atlas 1930</td>
<td>1</td>
</tr>
<tr>
<td>Total of volumes to be restored</td>
<td>56</td>
</tr>
</tbody>
</table>
4. **Expected Duration of the project**

Expected duration of the project for restoration of rare books will be 10 months from the date of signing of the contract.

5.0 **Scope of the project**

The scope of the project shall involve two major parts: Lot 1: Restoration (conservation treatment) and digitization. Lot 2: Supply or storage and display equipment for the books to make them available for future use.

**Lot 1: Restoration and Digitization of rare.**

5.1- **Restoration.**

The exercise will involve the following activities:

- **Documentation, Investigation & analysis,**
  Documentation: Registration and scientific documentation, Analytical Testing, Microbiological analysis.
- **Treatment, Conservation.**
  The conservation treatment of rare books will involve cleaning (Mechanical Cleaning & Chemical cleaning) Humidification and Flattening and strengthening the folding zones in the torn signatures.
- **Restoration process**
  The restoration process will involve: Mending or Repair tears, filling missing areas, which are detailed in the report, Care and repair of bookbinding.

5.1.2 **Schedule and Working Group**

Work requires a maximum of ten months of work at a rate of three times a week and the working group as follows with a team comprising of 6 restoration specialists, book binding specialists and microbiology specialist.

5.1.3 **Location of the assignment**

The service provider can restore the books within Parliament premises or collect and carry the assignment in their own lab. The parliament will inspect the location as part of the evaluation process, inspecting the facility, availability of sufficient, convenient and well equipped storage facility. The Parliament will also verify to establish and ensure that the environment is ready for safe and secure keeping of the Books.

5.1.4 **Skills to be deployed for the assignment**

a. **Conservator**

The role of the conservation involves the examination, conservation treatments, and preservation of rare books using some simple ethical guidelines, such as:

- Minimal intervention.
- Appropriate materials and methods that aim to be reversible to reduce possible problems with future treatment, investigation, and use, and are as compatible as possible to the original material being worked on.
- Testing prior to treatment to determine that the method of treatment is safe.
• Full documentation of all work undertaken.

Conservator’s minimum Qualifications

• A degree in conservation from a reputable higher education institution, in the field of archaeological and restoration, or a related field.
• At least 10 years of practical experience in restoration activities and related areas.
• Previous experience working with book restoration project.

b. Bookbinder:

Bookbinders must be able to perform work by hand. Bookbinder specialist must be able to understand the needs of the various binding, particularly when it comes to repairs.

Qualifications

• A degree in conservation from a reputable higher education institution, in the field of archaeological and restoration, or a related field.
• Good practical skills.
• Attend bookbinding skills courses in art conservation and restoration.

C. Microbiologist

The Parliament would like to have a microbiologist that is able to and experienced with similar assignment and with similar environment and sensitivity of records like the rare books. It is expected that the expert has the skills, experience and the knowledge to be able to participate in ensuring that the Parliament will benefit from his involvement in this exercise. His qualifications and responsibilities are at the minimum indicated below:

Qualifications

• A Specialist in pest management problems and micro-organisms’ (Laboratory specializing in microbiology and Monitoring of Insects) in museums and libraries
• Have a degree in a relevant subject, such as microbiology, biology, or another biological science with a strong focus on microbiology.
• A relevant postgraduate qualification and work experience is preferable
• Excellent track record, skills and experience in the field at least for five years.

Responsibilities

The description of the responsibilities of the Microbiologist

• Examine materials to determine if the mold is active
• Collect specimens to correctly identify the species involved and to locate the infested objects or problems within the library.
• Monitoring of Insects and micro-organisms’ in the library to detect active infestations.
• Collect data for the monitoring to find infested objects or locate problems related to rare books.
• Coordinate treatments and sets priorities for further actions.

5.2. Digitization

Digitization will involve converting information contained in the rare books into a digital format (computer
Digitization transferable process will transfer the records from the current physical form into different storage media such as hard disc, DVD or flash disc. The aim is to have the information to be shared and transferred to different users. The exercise will involve taking snap shots of or special scanning equipment like topographical instruments like CAT scanners.

The provider is expected to provide five original copies in a format that can be read using the basic Microsoft software.

The books should be photographed/scanned from cover to cover including fly leaves, empty pages, pastedowns, bindings, back covers, interiors, spines and edges. Special features such as water marks, should be digitalized in an appropriate format and technology. Specialist should ensure that water marks are digitized with a different process and are often inserted at the end (after conservation treatment)

To convey to the researcher, the size of the original object, a linear scale should be included in the image. The orientation of pages within one binding unit should not be altered by image processing or turning the image.

Scanning should be done on individual pages of books should be followed to accommodate items with tight bindings and facilitates the display of pages with page-turning software.

Color is one of the most important aspects required to recreate the look and feel of the original image.

Lot 2: Storage and display equipment.

5.3. Storage and display equipment.

These books and images were generated more than 200 years ago. Ensuring that the images are stored and preserved for several generations to come is very important for the Parliament. Below is the description of the equipment required and the material recommended to be used. The provider can recommend an alternative storage and display as long it complies with the minimum requirements indicated below.

i. Specification for storage equipment

The Parliament will have storage equipment that where most of the items will be stored and kept. The service provider is required to provide clamshell boxes for books (Matching the size of the books as per categories and measurements indicated here below.

ii. Specification for display equipment

For rare books, the Parliament requires five display cabinet with drawers that can provide storage for rare books with Size 120cm (height) x 130cm (width) x 90cm (length) approximately as per details and specifications indicated below:

- Laminated safety glass
- Clear UV cured glass joints
- Welded base with heavy duty levelers
- Durable powder coat finish
- Concealed museum grade locks (2 per case)
- Suction cups for lift-off glass hood
- Zero Formaldehyde fabric wrapped display deck (ZF-MDF)
iii. **Sizes of the Books**

In order to design storage and display units, the sizes of the books are indicated below:

<table>
<thead>
<tr>
<th>Description of the books and sizes</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>A collection of books on the Ottoman Empire 1786 Length x width x height (cm) 56 x 36.5 x 7.5 cm</td>
<td>3</td>
</tr>
<tr>
<td>Description of Egypt’s collection (paintings) 1809-1822 11 volume : 74 x 55.5 x 5 cm and 1 volume : 109 x 71 x 3.5 cm</td>
<td>12</td>
</tr>
<tr>
<td>Description of Egypt’s collection (Explanation) : 24 x 22.5 x 4.5 cm 7</td>
<td>24</td>
</tr>
<tr>
<td>A trip to the Siwa Oasis from (1819-1820) : 54 x 37 x 3.5 cm</td>
<td>1</td>
</tr>
<tr>
<td>Holy land (1838 – 1840) : 62 x 49 x 6 cm</td>
<td>6</td>
</tr>
<tr>
<td>Journey to Southern Egypt 1839 : 67 x 53.5 x 3.5 cm</td>
<td>2</td>
</tr>
<tr>
<td>Atlas of ancient maps’ collection 1912 : 54 x 35 x 7 cm</td>
<td>5</td>
</tr>
<tr>
<td>Description of social life in Egypt 1924 (1 volumes) : 33 x 27 x 3.5</td>
<td>1</td>
</tr>
<tr>
<td>Egypt (1929 – 1930) : 52 x 44 x 7 cm</td>
<td>1</td>
</tr>
<tr>
<td>A statistical Atlas 1930 (1 volumes) : 59 x 58 x 3.5 cm</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>56</strong></td>
</tr>
</tbody>
</table>
ANNEX III – EVALUATION CRITERIA AND METHODOLOGY

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

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

3) The final score shall be calculated as follows:

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

TECHNICAL EVALUATION

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

5) The technical evaluation questionnaire is set out in Annex IV.

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

FINANCIAL EVALUATION

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

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

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

FINAL RANKING

The bidder or bidders with the highest combined technical and financial score will be ranked first and eligible for award of the contract.
ANNEX IV – TECHNICAL PROPOSAL QUESTIONNAIRE

STATEMENT OF CONFORMITY

To: The African Development Bank
Country Office, Egypt.
72b, al-Maahad Al-Eshteraki St (opp Merryland)
Afreximbank Building or Mashreq Bank
5th floor
Tel: +202 22 56 37 90/1
Heliopolis, Cairo
Egypt

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/COEG/2018/0056 Restoration, digitization and storage of rare books for the Parliament of the Arab Republic of Egypt 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
Signed

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Bidder’s Legal Name:</strong></td>
</tr>
<tr>
<td>2.</td>
<td><strong>JV’s Party legal name:</strong></td>
</tr>
<tr>
<td>3.</td>
<td><strong>JV’s Party Country of Registration, Constitution or Incorporation:</strong></td>
</tr>
<tr>
<td>4.</td>
<td><strong>JV’s Party Year of constitution or registration into a legally enforceable JV:</strong></td>
</tr>
<tr>
<td>5.</td>
<td><strong>JV’s Party Legal address in Country of Registration, Constitution or Incorporation:</strong></td>
</tr>
</tbody>
</table>
| 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 |
## Appendix D: 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>All partners combined</td>
<td>Each partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Statement of Conformity and Bid Submission Form

- A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity and bid submission form in the format provided.
- A power of attorney shall be attached, if applicable.

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

### Eligibility Criteria

- The bidder is from a member country of the Bank.

---

PDG:Tender@afdb.org - www.afdb.org
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 security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.

- The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last five (5) years?

- The bidder has been subject of a judgment for professional misconduct, fraud,
corruption, involvement in a criminal organization or any other illegal activity.

The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.

The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.

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

<table>
<thead>
<tr>
<th>JV (if applicable)</th>
<th>N/A</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
</table>

- 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.**

<table>
<thead>
<tr>
<th>FINANCIAL STANDING</th>
<th>See below</th>
</tr>
</thead>
</table>

- The bidder has a minimum annual turnover of at least NA for the last three years.
- Must meet requirement
- Existing or intended JV must meet requirement
- Must meet at least 20% of the requirement
- Must meet 40% of the requirement

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African Development Bank - Egypt Field Office, 72b, al-Maahad Al-Eshteraki St (opp Merryland) Tel: +2022256379
E-mail: RDGETender@afdb.org - www.afdb.org
<table>
<thead>
<tr>
<th>years [2014, 2015 and 2016]</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder can demonstrate sound financial performance?</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 [2014, 2015 and 2016 or the latest], (Not applicable)</td>
<td>Existing or intended JV must meet requirement</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 [2014, 2015 and, 2016 or latest]. (Not Applicable)</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments?</td>
<td>Existing or intended JV must meet requirement</td>
</tr>
<tr>
<td>If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources.</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS.</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**GENERAL AND SPECIFIC EXPERIENCE**

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

If yes, provide evidence, such as, information on the bidder’s company (description, including a short history, business plan, services offered, organizational chart, and number of staff and list of current staff, number of years in business).

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

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.

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>Must meet requirement for one specialism</th>
</tr>
</thead>
</table>

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.

HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION

The bidder has had a contract(s) terminated in the last [three (3) years] for unsatisfactory performance or default.

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

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

<table>
<thead>
<tr>
<th>CONFLICT OF INTEREST</th>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder shall have no actual or potential conflict of interest to call into question its participation in the procurement process and award of contract for a PASS.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Remarks (Accept/Reject for the next stage)
Appendix E

LITIGATION HISTORY

Name of Bidder: [Redacted]

Reference: ADB/RFP/COEG/2018/0056

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

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination:</td>
<td></td>
</tr>
</tbody>
</table>

### Pending Litigation

- [ ] No pending litigation
- [ ] Pending litigation

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

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>Reference: ADB/RFP/COEG/2018/0056</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>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.</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

- **Are you an employee or stakeholder of the Bank?**

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

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

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

We hereby certify that: a) we have read and understood the contents of this disclosure form; and b) we have disclosed all actual or potential conflict of interest.

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

**Name:**

**In the capacity of:**

**Signed:**

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

**Dated on:**
Appendix G (i)
TECHNICAL EVALUATION

1. TECHNICAL EVALUATION (100 POINTS) (weight = 70%)

To be responsive, offers must contain all the information required in each envelope as described above. Responsive offers will be the subject of a technical analysis and will be assigned a technical score (Nt) according to the following criteria:

<table>
<thead>
<tr>
<th>Description</th>
<th>Maximum Points</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of the Terms of reference (requirements of the Parliament)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Methodology for restoration of the rare books.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Documentation, Investigation &amp; analysis,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Conservation, treatment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Restoration (5 points each)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation, duration, location, Supervision and Reporting (10 points)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Relevant experience of the company in similar assignment including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>governments, international organizations institutions, and sensitivity</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>(10 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of current and previous assignments indicating name of client, period and duration of the contract, contact person and telephone. Five clients, each client will earn one point (5 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed solution for digitization of the image (5 points)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Storage, access, transferability and printing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed storage for the rare books (5 points)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Demonstrated possession of the necessary equipment for restoration (e.g. Lab, workshops, microcaps, leaf casting equipment (provide an exhaustive list)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Qualifications and experience of experts to be assigned to the project:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Five years of relevant experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Minimum qualification (bachelor) (provide CV-Use format as described in Appendix C)</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>• Microbiologist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Analysts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Conservator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 points for each category</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Book binder with an experience of at least five years-Points will be deducted if less than five years (Use format as described in Appendix C)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Sustainable restoration- The provider demonstrated that they will provide services in a sustainable manner taking into consideration the environmental friendliness and originality of the.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Live Demonstration on how the system will be implemented (see appendix G (ii) for more details)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

An offer will be declared technically qualified and will be considered for the financial analysis if it obtains a minimum score of seventy (70) points.
Appendix G (ii)
TECHNICAL EVALUATION

2. LIVE DEMONSTRATION, HOW THE RESTORATION WORK WILL BE CARRIED OUT

Service providers are expected to come to the Parliament and demonstrate how they will implement the restoration of the rare books as part of demonstrating their ability to carry out the assignment. Live demonstration will only be held for bidders that go through the pass/fail

Live demonstration

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Yes /No</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous experience of the institution and how similar assignments were done</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Presentation of the conservator on his skills and experience on similar assignments</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Understanding of the requirement</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>General methodology for implementation of assignment</td>
<td></td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Technical details on restoration of rare books</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Technical details on digitization</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Storage – specification of the storage and how the storage, the place of origin</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>General presentation and professionalism</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Implementation plan- Start to finish</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

Total points 100. This part will constitute only 10% of the total evaluation score of the Bidder
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

(To be included in the Technical Proposal)

Proposed Position:
Name of Firm:
Name of Staff:
Profession:
National Identity number:
Certificate of good conduct:
Date of Birth:
Years with Firm: Nationality:

Detailed Tasks Assigned:

Key Qualifications:
[Give an outline of key staff member’s experience and training most pertinent to tasks assignment. Describe degree of responsibility held by each staff member on relevant previous assignments and give dates and locations. Use up to half a page.]

Education:
[Summarize college/university and other specialized education of each staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page.]

Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held by each staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last five years, also give types of activities performed and client references, where appropriate. Use up to three-quarters of a page.]

Languages:
[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor.]

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these bio data correctly describe myself, my qualifications and my experience.

Date:

Signature of staff or authorized officer from the bidding firm

Day/Month/Year
### APPENDIX (I):

#### SUMMARY OF PROPOSED KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Years of Experience</th>
<th>Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
**APPENDIX J:**

**LIST OF CURRENT AND PREVIOUS CLIENTS**

Contracts performed as prime Contractor on services of a similar nature and volume over the **last three years**. Also list details of current clients.

<table>
<thead>
<tr>
<th>Contract Name and Country</th>
<th>Name of Client and Contact Person</th>
<th>Type of Work Performed and Year of Completion</th>
<th>Value of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current client</strong></td>
<td></td>
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<tr>
<td><strong>Previous clients</strong></td>
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</tbody>
</table>
Appendix K

Major items of Contractor’s Equipment proposed for carrying out the assignment. List all information requested below.

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Description, make, and Age (years)</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom or to be purchased (from whom)</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>
3. **FINANCIAL EVALUATION** (weight = 30%)

   a) Bidders obtaining the qualifying minimum technical score will be advised so, and it shall be notified to them (by email or by fax) the date and time of the opening of their financial envelope.

   b) The financial proposals will first be checked for completeness and corrected for computational errors.

   c) Detailed financial evaluation will then be carried out. The Bidder making the lowest financial proposal ($F_m$) shall be given 100 points.

   d) The financial scores of the other Bidders ($F$) shall be computed as follows:

   $\text{Nf (financial score)} = 100 \times \frac{F_m}{F}$

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

5. **Final Ranking**

Proposals shall finally be ranked according to their combined technical ($N_t$) and financial ($N_f$) scores using the weights ($T = \text{the weight given to the technical proposal}, 70\%$); $f = \text{the weight given to the financial proposal}, 30\%;$ $T + f = 1$) indicated in the above:

$\text{Final Score (NG)} = N_t \times T\% + N_f \times f\%$
To the African Development Bank
Country Office, Egypt.
72b, al-Maahad Al-Eshteraki St (opp Merryland)
Afreximbank Building or Mashreq Bank
5th floor
Tel: +202 22 56 37 90/1
Heliopolis, Cairo
Egypt

Dear Sir/Madam,
We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/COEG/2018/056 Restoration, digitization and storage of rare books 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

Signed

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

Dated on
### Appendix B: PRICE SCHEDULE

#### 1. Restoration of rare Books

<table>
<thead>
<tr>
<th>Description of the books and sizes</th>
<th>Qty</th>
<th>Price</th>
<th>Amount</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>A collection of books on the Ottoman Empire 1786</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Length x width x height (cm) 56 x 36.5 x 7.5 cm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of Egypt’s collection (paintings) 1809-1822</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 volume : 74 x 55.5 x 5 cm and 1 volume : 109 x 71 x 3.5 cm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of Egypt’s collection (Explanation) :24 x22.5 x4.5 cm</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A trip to the Siwa Oasis from (1819-1820) : 54 x 37 x 3.5 cm</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holy land (1838 – 1840) : 62 x 49 x 6 cm</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journey to Southern Egypt 1839 : 57 x 53.5 x 3.5 cm</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Atlas of ancient maps’ collection 1912 : 54 x 35 x 7 cm</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of social life in Egypt 1924 (1 volumes) : 33 x 27 x 3.5 cm</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Egypt (1929 – 1930) : 52 x 44 x 7 cm</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A statistical Atlas 1930 (1 volumes) : 59 x 58 x 3.5 cm</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>56</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 2. Digitization of Rare Books.

<table>
<thead>
<tr>
<th>Description of the books and sizes</th>
<th>Qty</th>
<th>Price</th>
<th>Amount</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>A collection of books on the Ottoman Empire 1786</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Length x width x height (cm) 56 x 36.5 x 7.5 cm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of Egypt’s collection (paintings) 1809-1822</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 volume : 74 x 55.5 x 5 cm and 1 volume : 109 x 71 x 3.5 cm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of Egypt’s collection (Explanation) :24 x22.5 x4.5 cm</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A trip to the Siwa Oasis from (1819-1820) : 54 x 37 x 3.5 cm</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holy land (1838 – 1840) : 62 x 49 x 6 cm</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journey to Southern Egypt 1839 : 57 x 53.5 x 3.5 cm</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Atlas of ancient maps’ collection 1912 : 54 x 35 x 7 cm</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of social life in Egypt 1924 (1 volumes) : 33 x 27 x 3.5 cm</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Egypt (1929 – 1930) : 52 x 44 x 7 cm</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A statistical Atlas 1930 (1 volumes) : 59 x 58 x 3.5 cm</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>56</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 3. Storage

<table>
<thead>
<tr>
<th>Description of the books and sizes</th>
<th>Qty</th>
<th>Price</th>
<th>Amount</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>A collection of books on the Ottoman Empire 1786</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Length x width x height (cm) 56 x 36.5 x 7.5 cm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of Egypt’s collection (paintings) 1809-1822</td>
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<tr>
<td>Description of Egypt’s collection (Explanation) :24 x22.5 x4.5 cm</td>
<td>24</td>
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<tr>
<td>A trip to the Siwa Oasis from (1819-1820) : 54 x 37 x 3.5 cm</td>
<td>1</td>
<td></td>
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<tr>
<td>Holy land (1838 – 1840) : 62 x 49 x 6 cm</td>
<td>6</td>
<td></td>
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<tr>
<td>Journey to Southern Egypt 1839 : 57 x 53.5 x 3.5 cm</td>
<td>2</td>
<td></td>
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<tr>
<td>Atlas of ancient maps’ collection 1912 : 54 x 35 x 7 cm</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>56</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

#### 4. Display

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Amount</th>
<th>Country of Origin</th>
</tr>
</thead>
</table>
Display cabinets Storage & display cabinet with drawers storage for rare books Size 120cm (height) x 130cm (width) x 90cm (length) approximately

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ANNEX VI – PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

ELIGIBILITY

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

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

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

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

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

3.3 In order to be eligible:

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

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

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

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

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

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

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.

3.5 The 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, commission, training and initial maintenance, provided that the value of those Services is less than the value of the Goods acquired.

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

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

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

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

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

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

### NON REGIONAL COUNTRIES

|-------------|-----------|------------|----------|
ANNEX VIII – GENERAL AND SPECIFIC CONDITIONS

1.0 Constitution of Contract

1.1 The submission of any bid shall constitute acceptance of the African Development Bank General Terms and Conditions for the Purchase of Works and Services, except to the extent they may be modified by special conditions attached to the Contract or Purchase Order (PO). These General Terms and Conditions are then an integral part of the Contract or PO to which they are attached.

1.2 No additional or inconsistent provisions and no variations in or modifications of that Contract or PO made by the Contractor shall be binding unless agreed to in writing by the African Development Bank (hereinafter called the “Bank” or AfDB).

2.0 Performance of Contract

2.1 The Contractor agrees to provide the works or services (hereinafter called the “Services”), as the case may be, required hereunder in accordance with the requirements set forth in the Contract or PO documents. The Contractor undertakes to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the Contractor’s industry, having due regard for the nature and purposes of the Bank as an international organization and to ensure that the employees assigned to perform any Services under the Contract or PO will conduct themselves in a manner consistent therewith. The Services will then be rendered in (1) an efficient, safe, courteous and businesslike manner; (2) in accordance with any specific instructions issued from time to time by the Bank’s designated Project Manager; and (3) to the extent consistent with the above as economically as sound business judgment warrants. The Contractor shall provide the services of qualified personnel through all stages of this Contract/PO. The Contractor shall promptly replace any member of the Contractor’s project team that the Bank considers unfit or otherwise unsatisfactory. The Contractor represents and warrants that it is in compliance with all the applicable laws of any jurisdiction in which the Services shall be performed.

2.2 The Contractor shall not assign or transfer any of its obligations under the Contract/PO. It shall be solely responsible for the performance of the Contract/PO in every respect. The Contractor shall indicate the Contract/PO number on all correspondence which shall be addressed to the Bank, unless otherwise stated. The Contractor shall immediately report to the Bank in writing any problems encountered which may jeopardize the performance of the Contract/PO.

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

3.0 Conflict of interest

3.1 The remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor shall not accept for its benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any subcontractors, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2 Contractor or the contractor’s employees, subcontractors and subcontractor’s employees shall, during the term of the Contract/PO strictly avoid carrying out any other assignments that may be in conflict with this assignment for the Bank.

---

African Development Bank - Egypt Field Office, 72b, al-Maahad Al-Eshteraki St (opp Merryland) Tel: +2022256379
E-mail: RDGEtender@afdb.org - www.afdb.org
4.0 Financial Liability, Immunities and Applicable Law

4.1 The financial liability of the Bank under this Contract/PO shall not exceed the total amount of the Contract/PO.

4.2 Nothing in the Contract/PO or relating thereto shall be construed as constituting a waiver of the privileges or immunities of the African Development Bank.

4.3 This Contract/PO is subject to the laws of England, unless otherwise specified in a specific provision of the Contract/PO.

5.0 Insurance

5.1 The Contractor shall procure and maintain during the entire period of performance of this Contract/PO, all adequate insurance required by law in the jurisdiction where the Services will be performed. Upon request of the Bank, the Contractor shall be able to furnish evidence of such insurance, or can be asked to take complementary coverage in order to meet the requirements of the present article.

6.0 Documents

6.1 The Contractor shall furnish all documents and technical information that the Bank may deem necessary for the performance of the Contract/PO. The Contractor shall, in the language requested, attach to each unit of the goods any information necessary for their maintenance and operation.

6.2 The Contract/PO Number must appear on all invoices, shipping documents, packing slips, packages and correspondence.

7.0 Changes

7.1 The Bank may, at any time by written order designated or indicated to be a change order, make changes to the Contract/PO or any part thereof.

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

7.3 Prices indicated in the Contractor’s bid shall, at all times, be deemed to be firm and not subject to revision. Works and services for the Bank are exempted from taxes and customs duties. If a Contractor is unable to invoice exclusive of taxes, he shall show these taxes and customs duties on a separate line in the invoice, and the payment will be made free and clear of these taxes and customs duties.

8.0 Payment and Claims

8.1 Payment will normally be made through check or bank transfer within 30 days after receipt and acceptance of the Services or from receipt of a correct signed invoice whichever is later. Invoices must be sent in duplicate (one original and one copy) at the following address:

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

Appropriate documentation should accompany all invoices.
8.2 Irrespective of their nature, all claims of the contractual parties, other than warranty claims, arising from or in any way connected with the Contract/PO, shall be asserted within six (6) months after its termination.

9.0 Warranties

9.1 The Contractor warrants that the Services provided under this Contract/PO will conform to the specifications, or other descriptions furnished or specified by the Bank.

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

10.0 Safety

10.1 The Contractor shall ensure that itself and all Contractor personnel observe and comply with all applicable safety rules including those specified by the Contractor and the Bank and the Bank’s fire, safety and security regulations. The Contractor shall ensure that any work areas assigned by the Bank to the Contractor are cleaned daily and remain free of hazards.

11.0 Suspension

11.1 The Bank may at any time suspend the performance of the Contract/PO or any part thereof, even 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 Contractor’s further performance of the suspended part after the Contractor has been directed to suspend performance.

11.2 Suspension of the Contract/PO shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract/PO.

12.0 Termination of Contract/PO

12.1 The Bank may, by written notice, without the authorization of a court or any other authorization and without prejudice to any other remedy, terminate the Contract/PO in whole or in part:

12.1.1 If the Contractor fails to perform any of its contractual obligations and does not immediately rectify such failure after receipt of a written notice by the Bank;

12.1.2 If the Contractor becomes insolvent or bankrupt or ceases paying its debts generally as they mature.

12.1.3 For convenience, without assigning any reason.

12.2 Termination of the Contract/PO in whole or in part by the Bank is not limited to a fundamental breach of Contract/PO and shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract/PO.

12.3 If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (i), the Bank may procure, upon such terms and in such manner as it may deem appropriate, services and works similar to those not delivered and the Contractor shall be liable for any excess costs or damage caused to the Bank by the Contractor’s default. The Bank reserves the right to offset costs, incurred by it in relation to the termination of the Contract/PO, from any monies due. In case of partial termination of the Contract/PO, the Contractor shall continue performance of the Contract/PO to the extent not terminated.

12.4 If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (iii) for convenience, the notice of such a termination shall state that termination is for the Bank’s convenience, the extent to which the performance under the Contract/PO is terminated, and the effective termination date. The Bank will issue an equitable adjustment, not to exceed the total Contract/PO price, to compensate Contractor for: (i) the Contract/PO price for the Services accepted by Bank but not paid previously and adjusted for any savings, (ii) the costs incurred in the performance in the work terminated, including initial and preparatory expenses;
(iii) the cost of settling and paying other Contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Contract/PO and not included in items (i) and (ii) hereof; and (iv) a reasonable profit on item (ii) above.

12.5 If the Contractor is found to have engaged in any corrupt or fraudulent practices in connection with the Contract/PO, the Bank may in its sole discretion do any or a combination of the following: (i) declare void or terminate this Contract; (ii) declare the Consultant ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Consultant. For purposes hereof:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the procurement process or in Contract/PO execution.
- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract/PO to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

13.0 Period of performance and Liquidated Damages

13.1 The period of performance of the Services shall be as stated on the front of the Contract/PO. The schedule for submitting deliverables shall be as stated either in the statement of works attached to this Contract/PO or in front of this Contract/PO. Deliverables must be completed within the said period.

13.2 If the Contractor fails to perform the Contract/PO or any part thereof within the specified period, the Bank may, without prejudice to any other remedy under the Contract/PO, deduct from the Contract/PO price, as liquidated damages, a sum equal to 0.5% of the Contract/PO value for each week of delay until actual performance, up to a maximum of 5% of the Contract/PO value.

14.0 Liability

14.1 The Contractor shall be liable for all damages arising from its action or that of its agents, of which he or its agents could be held liable under the applicable laws.

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

14.3 The Contractor undertakes to indemnify and hold the Bank and its agents and principals harmless against all claims, suits and losses that are due to personal injury (including death) or property damage to the extent caused, or alleged by a claimant to have been caused, connection with the performance of the Services under this Contract/PO, by (i) improper or defective work performed by the Contractor; (ii) improper or defective machinery, materials, supplies, implements, equipment or appliances provided, installed or used by the Contractor; and (iii) negligent or wrongful acts or omissions of the Contractor.

15.0 Intellectual Property and Confidentiality

15.1 The Contractor agrees to indemnify and hold harmless the Bank, its officers, employees and agents against all claims, suits and losses that arise from patent, trademark and/or copyright infringement by the Contractor. The Contractor further agrees and indemnifies the Bank in any action against the Bank by the Contractor’s employees seeking further compensation for claims covered by the Contractor’s worker’s compensation insurance. The obligation set out in this Article shall survive the expiration or termination of the Contract/PO.

15.2 The Contractor shall not, while performing the Contract/PO or at any time thereafter, use, or disclose in any manner prejudicial to or incompatible with the interests of the Bank any information of a restricted or confidential nature that may come to its knowledge in connection with the performance of this Contract/PO. The Contractor shall not use the Bank’s name or emblem without prior written authorization.

16.0 Dispute Settlement
16.1 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.

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

16.3 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.

16.4 The arbitration shall take place in, [City of the Field office domicile], [Country] and shall be in the English language.

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

16.6 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.

16.7 The provision of this article shall remain in force after the termination of this contract.

17.0 Governing law

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

18.0 Force Majeure

18.1 “Force Majeure” means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under the Contract/PO, (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.

18.2 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.

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

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

19.0 Severability

19.1 If any provision of the Contract/PO is held to be invalid or unenforceable, the remainder of the Contract/PO 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.

20.0 Copyrights, database and design rights

The deliverable report(s) and other creative work of the Contractor called for by this Contract/PO, including all written, graphic, audio, visual and other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media, (the “Deliverable Work”) is being specially commissioned as work made for hire in accordance with the applicable copyright, data protection and design laws of the country governing the Contract/PO originated. The Bank is the
proprietor of the Deliverable Work from the time of its creation and owns all right, title and interest therein throughout the world including, without limitation, copyrights and all related rights. To the extent that it is determined that the Deliverable Work does not qualify as a work made for hire within the meaning of the applicable copyright, data protection and design laws of the country governing the Contract/PO, then the Contractor hereby irrevocably transfers and assigns to the Bank all of its right, title and interest, throughout the world and in perpetuity, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by the Contractor or any other person.
ANNEX IX – DRAFT CONTRACT

CONTRACT FOR RESTORATION, DIGITIZATION AND STORAGE OF BOOKS.

CONTRACT No. ADB/RFP/COEG/2018/0056

BETWEEN

THE AFRICAN DEVELOPMENT BANK

The PARLIAMENT OF EGYPT

AND

Contractor
THIS CONTRACT (hereinafter called the "Contract") is entered into by and between AFRICAN DEVELOPMENT BANK (hereinafter referred to as the "Purchaser" or the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE D’ivoire; of the first part, 

xxxxxxx of xxxx Street , xxxx, Egypt (hereinafter referred to as the "Supplier"), a company duly incorporated and existing under the laws of Egypt of the second part ;

The PARLIAMENT OF EGYPT .of no. 1 Magless El Shaab Street , Mogamaa Building , Gate No. 1 - Cairo, Egypt (hereinafter referred to as the “Beneficiary”) of the third part.

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

PREAMBLE

WHEREAS the Bank acting in its capacity as Implementation Support Agency of the Middle East and North Africa Transition Fund (Fund), launched the project “Support to Parliament: Building Capacity and Mainstreaming Inclusive Growth and Decentralization in Egypt”. The Bank as per the rules governing the Fund, is authorized to execute the abovementioned project as per the Bank Rules;

WHEREAS the Purchaser identified a need for Restoration of Rare books, digitization and storage, for the Parliament of Egypt;

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

WHEREAS:

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

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

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

1. TERMS OF THE CONTRACT

1.1 The Supplier shall provide the Bank with the Goods and Services in accordance with the terms and conditions of this Contract that shall comprise of all documents set out below in paragraph 1.2 (as the same may be supplemented or varied from time to time).
1.2 The following documents (the “Contract Documents”) shall be deemed to form, and be read and construed as integral part of this Contract:

Section 1: Form of Contract
Section 2: General Conditions of Contract
Section 3: Special Conditions of Contract
Schedule A: Goods and Services Schedule
Schedule B: Pricing/Payment Schedule
Schedule C: Code of Conduct for Suppliers
Schedule D: Performance Evaluation Form
Schedule E: Supplier’s Proposal

1.3 The Contract shall take effect from the date of the last signature of the Contract, (the Commencement Date) and shall expire automatically on xxxx, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise extended.

1.4 The Bank may extend the Contract, for further periods of xxxx, up to xxxx. Unless otherwise provided, the provisions of the Contract will apply throughout any such extended period. (Not applicable)

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

FOR AFRICAN DEVELOPMENT BANK

Name……………………………
Position…………………………
Signature…………………………
Date……………………………..

FOR CONTRACTOR

Name……………………………
Position…………………………
Signature…………………………
Date……………………………..

For The Parliament of the Arab Republic of Egypt

Name……………………………
Position…………………………
Signature…………………………
Date……………………………..
SECTION 2
GENERAL CONDITIONS OF CONTRACT

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A GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

“Fraudulent Practice” means any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

“General Conditions of Contract” or “GCC” means the conditions as set out in section 2 of the Contract.

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

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

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

“Obstructive Practice” means

(a) deliberately destroying, falsifying, altering, or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

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

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

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

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

“Subcontractor” means any person to whom any of the obligations of the Supplier under the Contract is subcontracted directly or indirectly by the Supplier and includes its legal successors or permitted assignees.

“Supplier” means the person(s) who has been appointed by the Bank and accepted to perform the Contract and is named as such in the Form of Contract and includes the legal successors or permitted assignees of the Supplier.

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

A1.2 The interpretation and construction of this Contract shall be subject to the following provisions:
(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

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

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

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

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

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

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

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

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

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

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

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

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

B. PERFORMANCE OF THE CONTRACT

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

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

B2 Inspection, Acceptance or Rejection

B2.1. Responsibilities of the beneficiary (the Parliament)
The Parliament warrants and agrees to perform the following for the effective implementation of the project:

a. To receive the equipment delivered by the Supplier;
b. To assign a competent technician to carry out technical inspection of works carried out by Supplier.
c. To confirm in writing to the Bank within 7 days upon receipt of the goods and services that they are in conformity to the terms of the contract;
d. To supervise any installation, commissioning by the Supplier and to ensure that the Certificate of completion is issued by qualified personnel;
e. To write to the Bank confirming that the delivery for each specific project has been successfully implemented within 14 days of completion;
f. To furnish the necessary storage space after successful completion of restoration, digitization and storage equipment.
B2.2 Rejected Goods will be returned to the Supplier, transportation charges collect, or held by the Bank for disposition at the Supplier's risk and expense.

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

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

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

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

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

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

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

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

B4  Title and Risk
B4.1 Title to all Goods furnished under the Contract shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to the Bank. Title will pass to the Bank on the earlier of the date of the payment for such G&S or acceptance of the G&S. The Supplier shall assume all risk of loss of damage for the Goods until such time the title passes to the Bank.

B5  Non-Delivery
B5.1 On dispatch of any consignment of Goods, the Supplier shall send the Bank an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where the Goods, having been placed in transit, fail to be delivered to the Bank on the due date for delivery, the Bank shall (provided that the Bank has been advised in writing of the dispatch of the Goods), within ten (10) working days of the notified date of delivery, give notice to the Supplier that the Goods have not been delivered and may request the Supplier to deliver substitute Goods free of charge within the timescales specified by the Bank or terminate the Contract.
B6  Labelling and Packaging
B6.1 The Supplier shall provide proper and adequate packaging in accordance with prevailing commercial best practices to ensure that material shipped to the Bank will be delivered free of damage. The Supplier shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by the Bank due to the Supplier’s non-compliance with such instructions will be for the Supplier’s account. The Bank reserves the right to reject any and all shipments deemed by the Bank to have been inadequately packaged.

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

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

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

B8  Manner of Providing the Goods and Services
B8.1 The Supplier shall perform its obligations under the Contract:

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

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

(c) in compliance with all applicable laws.

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

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

B8.4 The Supplier shall furnish all documents and technical information, including any information necessary for the maintenance or operation of the G&S, that the Bank may deem necessary, in the language requested.

B9  Supplier’s Personnel
B9.1 The G&S shall be carried out by the personnel of the Supplier agreed to with the Bank. No substitution of any such personnel and of the billing rates proposed by the Supplier for the replacement personnel shall be made without the Bank’s prior written authorization, such authorization not to be unreasonably withheld.
B9.2 In the event of disruption resulting from the action of a personnel of the Supplier, the Bank may require the Supplier to replace the personnel with another personnel approved by the Bank. The Supplier’s will bear any expense. The Bank will not require to state its reasons for requiring personnel to be replaced.

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

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

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

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

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

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

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

B12.3 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior approval.

B12.4 The Supplier shall ensure the security of all Property whilst in its possession, either on the Bank’s
premises or elsewhere during the supply of the G&S.

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

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

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

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

C. PAYMENT

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

C1.2 The Bank shall, subject to satisfactory performance of the Services, pay to the Contractor the amounts specified in Schedule B to this Contract, based on quantities actually delivered for a total amount not to exceed xxxxxxx including physical goods, Proofs, Prints, collectively referred to as the “Contract Amount”, as stipulated in Schedule B, which Schedule B forms an integral part of this contract hereof. This amount does not include the administrative fees and shipping and freight costs which shall be reimbursed upon provision of documentary evidence satisfactory to the Bank.

C1.3 The total amount not exceeding xxxxxxx includes (i) the payment of any payment incurred restoration of books, digital storage, and supply of storage equipment.

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

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

C1.6 The prices set forth in the Contractor’s Proposal are fixed and firm and not subject to price escalation.

C1.7 The Contract Price adheres to the following terms:

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

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

(a) The value of parts or components and the costs of equipment, ingredients and labor necessary for the performance of the maintenance and installation services;
(b) The travel allowances and expenses necessitated by changes to the Goods and Services at the initiative of the Supplier after approval of the Bank.

**C2 Payment Terms**

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

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

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

C2.4 Invoices must be sent in duplicate (one original and one copy) to the address specified in the SCC. Invoices shall contain the following information: Contract number, description of G&S, quantities, indicating bank address and account number, unit price per item, agreed costs, total price, make, model and serial number or part number of Goods supplied. The bank address and account number where payment is required should also be indicated on the invoice and any further information specified in the SCC.

**C3 Securities**

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

C3.2 **Performance Security**

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

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

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

C3.3 **Advance Payment Security**

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

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

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

C4.2 If a Supplier is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoices and the Supplier shall provide to the Bank any additional information or document as may be required by the Bank for obtaining the requisite exemption.

D. INTELLECTUAL PROPERTY AND PROTECTION OF INFORMATION

D1 Intellectual Property Rights
D1.1 All Intellectual Property Rights in all documents, reports, statistics, data and other information provided, made available to, or created, obtained, compiled or prepared by, the Supplier in the course of carrying out the G&S (“IP Materials”) shall be vested in and become the property of the Bank. All IP Materials shall, upon the completion of G&S or termination of this Contract, be promptly returned to the Bank. All IP Materials shall be sorted and indexed by the Supplier in a manner acceptable to the Bank prior to delivery to the Bank.

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

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

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

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

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

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

D2  Confidential Information

D2.1 The Supplier shall not, while performing this Contract or at any time thereafter, utilize in any manner prejudicial to or incompatible with the interests of the Bank any information of a restricted or confidential nature that may come to its knowledge in connection with the performance of this Contract.

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

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

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

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

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

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

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

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

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

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

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

E. FRAUD AND CORRUPTION

E1 Fraud and Corruption
E1.1 The Supplier represents that no employee of the Bank involved in the award of the Contract has received, or will receive, directly or indirectly, any kind of benefit or advantage from the Supplier, its agents or affiliates, resulting from the award of the Contract or its implementation.
E1.2 The Supplier shall not engage in Corrupt, Fraudulent, Coercive, Collusive or Obstructive Practices in competing for or in executing the Contract.

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

F. REPRESENTATION AND WARRANTIES

F1 Representations and Warranties

F1.1 The Supplier represents and warrants that:

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

(b) it has title to the Goods and is fully qualified to sell, lease, or license such Goods or that it has all required skills, experience, authorizations, licenses and permits necessary for the performance of the G&S, as applicable;

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

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

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

(f) it conforms to all relevant laws and regulations of the country where the Goods are to be delivered and where the Services are to be performed;

(g) as at the Commencement Date, all information contained in its Proposal or other offer made by the Supplier to the Bank remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Bank prior to execution of the Contract and in addition, that it will advise the Bank of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading; and

(h) it owns, or has obtained or is able to obtain valid licenses for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract.

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

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

(b) in conformity with national or international technical, safety, health and environmental protection standards or recommendations;
(c) free from any defects in design, workmanship or materials and are fit and sufficient for all purposes for which such G&S are ordinarily used and for any particular purpose made known to the Supplier by the Bank.

F1.3 The Supplier acknowledges that the Bank is entitled to verify the accuracy and veracity of the statements listed in clauses F1.1 and F1.2. The Supplier shall facilitate the verification of the statements and shall complete any formality and provide any documents as may be required by the Bank.

F1.4 All warranties specified in this Contract shall be in addition to any other warranties, express, statutory or implied. This warranty shall survive the Bank’s inspection, acceptance and payment, and the Bank’s continued use of the G&S after notifying the Supplier of their failure to conform to the Contract or breach of warranty will not be considered a waiver of the Bank’s right to a remedy.

F1.5 Unless otherwise provided in the Contract, the Warranty Period for all G&S, as applicable, shall be for the period specified in the SCC from the date of acceptance of the G&S pursuant to clause B2. The Supplier shall carry out all work, such as modifications and repairs, necessary to comply with the terms of the Contract, or replace any part that is not complying with these terms during the Warranty Period. All costs (including transportation) arising in connection with this obligation will be borne by the Supplier.

F1.6 If the Supplier fails to comply with the above requirements, the Bank may, after notice to the Supplier, take action at the Supplier’s expense which, in the opinion of the Bank is necessary.

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

G. RISK DISTRIBUTION

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

G1.2 Upon request, the Supplier shall provide the Bank with certificates of insurance for its insurance coverage.

G2 Force Majeure
G2.1 Neither Party to this Contract shall be responsible for any delay or failure to perform its obligations under this Contract if the delay or failure is attributable to Force Majeure. "Force Majeure" means any event or condition which (a) wholly or partially delays or prevents a Party from performing any of its obligations under this Contract, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of the Party invoking the Force Majeure, and (d) occurs without the fault or negligence of such Party.
G2.2 The Party affected by such Force Majeure shall give prompt written notice to the other Party of the nature and probable duration of such Force Majeure, and of the extent of its effect on such Party's performance of its obligations hereunder. During the continuance of such Force Majeure, the obligations of the affected Party shall be suspended to the extent necessitated by such Force Majeure.

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

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

G3.2 The Supplier shall be liable for all damages arising from his action or that of his agents, of which the Supplier or its agents could be rendered responsible under the Contract or applicable laws.

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

G3.4 The Supplier hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses (including, without limitation, reasonable attorneys’ fees) (“Losses”) which the Bank may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Supplier or any of the Supplier’s agents including without limitation all third party claims, and the Supplier will reimburse the Bank for all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses. The Supplier shall indemnify the Bank against all third-party claims of infringement of Intellectual Property Rights arising from the performance of the G&S by the Supplier and any of the Supplier’s agents.

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

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

H.  SUSPENSION AND TERMINATION

H1  Suspension
H1.1 The Bank may at any time suspend the performance of this Contract or any part thereof for its convenience by a written notice specifying the part to be suspended, the effective date and the anticipated period of suspension. The Bank shall not be responsible for the cost of the Supplier’s further performance of the suspended part after the Supplier has been notified to suspend performance.

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

H2  Termination

H2.1  Termination for Bank’s Convenience

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

H2.2  Termination for Supplier’s Default

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

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

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

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

H2.2.2 If the Supplier:
(a) has abandoned or repudiated the Contract;
(b) has without valid reason failed to commence the G&S promptly;
(c) has violated any of the terms of this Contract;
Then the Bank will notify the Supplier in writing describing the failure or violation and give the Supplier a reasonable opportunity to remedy the default within a period of at least three (3) days. The Bank may, by written notice, without prejudice to any other remedy it may be entitled to, terminate this Contract in whole or in part if the Supplier fails to remedy such default within the period specified.

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

H2.4 Termination by Supplier

H2.4.1 If the Bank has failed to pay the Supplier any sum due under this Contract within the specified period or if the Supplier is unable to carry out any of its obligations under this Contract for any reason attributable to the Bank, then the Supplier may give a notice to the Bank of such events, and if the Bank has failed to pay the outstanding sum or to remedy the situation within forty-five (45) days of such notice, the Supplier may by a further notice to the Bank forthwith terminate this Contract.

H2.5 Consequences of Termination or Expiration

H2.5.1 Upon receipt of the notice of termination under clauses H2.1, H2.2, H2.3 or H2.4, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:
(a) cease all further work under this Contract, except for such work as the Bank may specify in the notice of termination for the sole purpose of protecting that part of the Goods already delivered or Services already rendered, or any work required in order to leave the site in a clean and safe condition;
(b) remove all Equipment and personnel from the site; remove any wreckage, rubbish and debris of any kind from the site;
(c) deliver to the Bank all documents and technical information (including IP Materials) prepared by the Supplier or its Subcontractors as at the date of termination in connection with the G&S.
H2.6 Subject to clause H2.7, the Supplier shall be entitled to be paid the Contract Price specified in the Contract attributable to the portion of the Contract executed as at the date of termination, including all Services provided and Goods delivered, and reasonable costs, if any, incurred in leaving the site in a clean and safe condition. In case of partial termination of this Contract, the Supplier shall continue performance of this Contract to the extent not terminated.

H2.7 In the event of termination for default pursuant to clauses H2.2, the Bank may procure, upon such terms and in such manner as it may deem appropriate, Goods similar to those not delivered or Services similar to those not rendered and the Supplier shall be liable for any excess costs or damage caused to the Bank by the Supplier’s default. The Bank reserves the right to offset costs, incurred by it in relation to the termination of the Contract, from any monies due.

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

(a) the G&S accepted by the Bank but not paid previously and adjusted for any savings;
(b) costs incurred in the performance of the work terminated, including initial and preparatory expenses; and
(c) the cost of settling disputes with and making payment to the Supplier’s contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Contract and not included in subparagraphs (a) and (b) above;

H2.9 Termination of this Contract in whole or in part by the Bank shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract.

I. RECORDS AND REPORTING

I1 Records and Audit

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

I1.2 The Supplier shall make such records available to the Bank or the Bank’s designated representative at all reasonable times until the expiration of three (3) years after the date of the final payment, for the purpose of auditing this Contract.

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

I1.4 In the event an audit determines that the Bank has overpaid the Supplier, the Supplier shall reimburse the Bank, within thirty (30) days after receipt of a written request thereof, the amount of any such overpayment.
I2 Reports
I2.1 The Supplier shall furnish to the Bank such information related to the G&S as the Bank may reasonably request from time to time.

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

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

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

J. CONTROL OF THE CONTRACT

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

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

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

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

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

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

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

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

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

J5 Severability
K5.1 If any provision of the Contract is held to be invalid or unenforceable, the remainder of the Contract will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

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

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

K. DISPUTES AND LAW

K1 Dispute Settlement
K1.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the “Notice of Dispute”) specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.

K1.2 If, forty-five (45) days after the date the Notice of Dispute has been given, the Parties have been unable to amicably resolve the dispute or difference, the Party asserting the existence of a disagreement or dispute shall notify the other Party in writing (such writing being referred to herein as the “Conciliation Notice”) of its intention to settle the dispute by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

K1.3 The arbitral tribunal shall comprise one arbitrator jointly chosen by the parties. However, where the parties are unable to reach an agreement within sixty (60) days of notification of the Conciliation Notice, the London Court of International Arbitration (LCIA) shall become the appointing authority.
K1.4 The arbitration shall take place in the venue specified in the SCC and shall be in the language in the SCC.

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

**K2 Immunity**

K2.1 Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to the Bank under the Agreement Establishing the Bank, international conventions or any other applicable law.

**K3 Governing Law and Jurisdiction**

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

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

A. GENERAL PROVISIONS

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

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

For the Bank:
Notices for the Purchaser shall be delivered to:
The Division Manager, CGSP.2,
African Development Bank

For the Contractor: at the address and contacts indicated below:
Phoenix Design Aid A/S

B. PAYMENT

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

The named place of destination shall be:
The Physical address: 1 Magless El Shaab Street - Gate No. 1 - Cairo, Egypt.
Postal Address: 11583
Building no.: Mogamaa Building - Fifth floor - The Information Center.
Room no.: 502
Telephone no.: 002 27921014; +2 01200250050

4. Payment Terms (Clause C2)
GCC C2.4 Invoices must be sent in duplicate (one original and a copy) for processing of the payment by the Bank.

C. REPRESENTATION AND WARRANTIES

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

D. RISK DISTRIBUTION

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

E. RECORDS AND REPORTING

7. Reports (GCC Clause I2)
GCC I2.3  The Supplier shall submit to the Bank the following reports:

- The status of the restoration exercise
- Progress of digital capturing of the contents of the rare books from time to time

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

F. CONTROL OF THE CONTRACT

9. Assignment and Subcontracting (GCC Clause J2)
GCC J2.2  The Supplier shall not subcontract more than 50% of its obligations under the Contract.

G. DISPUTES AND LAW

10. Dispute Settlement (GCC Clause K1)
GCC K1.4  The arbitration shall take place in London. The arbitral proceedings shall be in English.
SCHEDULE A
PRICING / PAYMENT SCHEDULE

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

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

The purpose of this Code of Conduct (the “Code”) is to outline the key principles of conduct expected from all suppliers, service providers, contractors (“You”, “Your”) awarded a contract with the Bank (“Us”, “We”, “Our”). You and us agree to respect the spirit of the code. You are aware that any violation of the Code may be considered as poor performance of your contract that could result in actions being invoked against you, including termination of the contract without notice and/or without compensation at your own risk and expense.

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

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

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

2) Fulfil an advisory and partnership role by:
a. Providing expert advice, when required, on implementation and provision of the goods, services and/or works under the contract;

3) Maintain Confidentiality and Security of Our Information by:
a. Taking appropriate steps to safeguard and maintain confidentiality of our confidential information, including maintaining it in confidence and in a secure location and not disclosing it to third parties (not assigned to the contract) without our prior written consent, during the contract period and after its conclusion;
b. Not using our name and logo for any purpose without our prior written consent.

4) Take appropriate steps to manage any of conflict of interest by:
a. Disclosing to us any situation that may appear as a conflict of interest;
b. Disclosing to us any interest that our staff or agents may have in your business or any other economic ties with you;
c. Not offering employment or employ any of our staff directly involved in the procurement process resulting in the contract, during the life of the contract or within one year after its conclusion.

5) Demonstrate transparency by:
   a. Implementing an open book approach;
   b. Providing any information and/or documentation we require, in a timely manner, relating to the contract;
   c. Place at Our disposal any accounting or financial information upon request;
   d. Fully cooperate and provide assistance in any investigation (including audits or investigation relating to possible corruption practices) relating to the contract that we commission or conduct.

6) Ensure the probity and integrity of staff working on our contracts by:
   a. Employing staff who meet minimum vetting requirements in relation to criminal convictions, security clearance and educational achievements;
   b. Employing staff with regard to honesty, morality and integrity;
   c. Employing staff who have the qualification and experience, as specified by us, to undertake the work under the contract;
   d. Replacing any staff, as soon as possible, who We deem unsuitable to carry out the services under the contract;
   e. Ensuring that your staff, whilst on our premises, are aware of Our Code of Conduct for Our staff and conduct themselves in the same manner as our staff are expected to conduct themselves.

7) Not partake in corruption and fraudulent practices by:
   a. Not accepting from a legal entity or natural person, any gift, favor or compensation that could influence the impartial performance of your duties under the contracts;
   b. Not offering any gift, favor, compensation or any other inducement that could influence the actions of any person or entity, including Us, Our services and staff;
   c. Not acting or misrepresenting the facts deliberately or recklessly or attempt to induce us in error in order to gain any form of advantage;
   d. Not colluding with two or more persons in order to achieve an improper purpose, to influence improperly the actions of any other person or entity, including Us, Our services and staff;
   e. Not obstructing Our investigation into bribery, fraudulent or collusive activities by not destroying, altering or deliberately concealing evidence, and not make false statements to investigators or prosecutors;
   f. Not threatening, harassing or intimidating a person with the intention to prevent him or her from sharing information relating to an investigation or willfully obstruct us to exercise our right of review.

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

9) Comply strictly with all relevant laws, in your country of registration and the country where the contract is performed by:
   a. Complying with all applicable laws and regulations relating to the protection of the environment;
b. Undertaking initiatives to promote greater environmental responsibility;
c. Complying with all applicable labour laws and regulations in particular those pertaining to minimum wages and working hours;
d. Ensuring that you pay taxes and social security contributions as required by applicable laws and regulations;
e. Complying with all applicable laws and regulations that provide for humane conditions of work, protection of occupational health and safety;
f. Continuously seeking to improve the workplace conditions of your employees.

10) Endeavour to improve services and deliver value for money in the contract by:
a. Actively seeking to optimize service delivery under the contract through savings and efficient cost management through the life of the contract;
b. Proactively pursuing continuous improvement of services to reduce waste and improve efficiency across our organization;
c. Notifying us of any savings and cost management under the contract and your continuous improvement plan;
d. Supporting Our “Green Bank” initiatives.
### SCHEDULE B

**PERFORMANCE EVALUATION FORM**

**PERFORMANCE EVALUATION OF THE PARTIES**

<table>
<thead>
<tr>
<th>SUPPLIER</th>
<th>PURPOSE OF CONTRACT</th>
<th>REFERENCE OF CONTRACT</th>
<th>EFFECTIVENESS DATE</th>
<th>EXPIRY DATE</th>
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<th>EVALUATION PERIOD</th>
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<th>TOTAL MARK</th>
<th>OVERALL RATING IN %</th>
<th>PERFORMANCE LEVEL</th>
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<th>APPROVED BY</th>
<th>ENDORSED BY CGSP.2</th>
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<tr>
<th>EVALUATION CRITERIA</th>
<th>COEFFICIENT (1-3)</th>
<th>RATING (1-10)</th>
<th>TOTAL (Coef. x Rating)</th>
<th>COMMENT</th>
</tr>
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**I. CAPACITY OF SUPPLIER**

1. QUALITY OF CONTRACT SUPERVISION
2. COMPLIANCE WITH REGULATIONS
3. COMPLIANCE WITH TIME LINES
4. SUPPLY
5. HUMAN RESOURCES
6. TECHNICAL RESOURCES
7. MATERIAL RESOURCES
8. APPROPRIATE MEASURES PROPOSED
9. PROACTIVE HANDLING OF PROBLEMS
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<td><strong>12. COMPLIANCE OF SERVICES</strong></td>
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<td><strong>13. IDENTIFICATION OF SERVICE PROVIDER (uniform, badge, etc.)</strong></td>
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<td><strong>14. MANAGERIAL EFFECTIVENESS</strong></td>
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<td><strong>15. COST CONTROL</strong></td>
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<td><strong>16. COMPLIANCE WITH STANDARDS</strong></td>
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<td><strong>18. FLEXIBLE HOURS</strong></td>
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<td><strong>19. COMPLIANCE WITH CONTRACT CLAUSES</strong></td>
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<td><strong>20. COMPLIANCE WITH TOR/TECHNICAL SPECIFICATIONS</strong></td>
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<tr>
<td><strong>21. RESPECT FOR ENVIRONMENT</strong></td>
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<td><strong>22. INNOVATION OF SERVICES</strong></td>
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<tr>
<td><strong>23. SKILLS TRANSFER, TRAINING</strong></td>
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**II. STAFF**

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<tbody>
<tr>
<td><strong>1. AVAILABILITY OF CONTACT PERSON</strong></td>
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<td><strong>2. NAME OF CONTACT PERSON (INTERFACE)</strong></td>
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<td><strong>3. PERFORMANCE, QUALIFICATION, COMPETENCE OF WORKER</strong></td>
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<td><strong>4. PUNCTUALITY</strong></td>
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<td><strong>5. PROFESSIONALISM</strong></td>
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<td><strong>6. ADJUSTMENT CAPACITY</strong></td>
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<td><strong>7. RESPONSIVENESS</strong></td>
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<td><strong>8. COMPLIANCE WITH INSTRUCTIONS</strong></td>
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<td><strong>12. QUALITY OF COLLABORATION</strong></td>
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<td><strong>13. MASTERY OF WORKING SOFTWARE</strong></td>
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<td><strong>14. CONDUCT / BEHAVIOUR</strong></td>
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<td><strong>15. WORKING LANGUAGE</strong></td>
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### III. SERVICES

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<td>QUANTITY</td>
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<td>VARIETY</td>
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