Request for Proposal – Quality and Price

PROVISION OF HUMAN RESOURCES SERVICES FOR RECRUITMENT OF SHORT TERM STAFF AT THE REGIONAL DIRECTORATE GENERAL SOUTH – PRETORIA – SOUTH AFRICA

REF: ADB/RFP/RDGS/2021/0026
PART I – SELECTION PROCEDURES AND REQUIREMENTS

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

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

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

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

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

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

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

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

PART II – CONDITIONS OF CONTRACT

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

Dear Sir/Madam,

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

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

3. The Bank is an ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further economic development and social progress of African countries, individually and collectively. 81 member countries including all the 54 African countries and 27 non-African countries in the Americas, Europe and Asia own the Bank.

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

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

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

7. A successful bidder interested in doing business with the Bank shall register at: https://eprocurement.afdb.org/sap/bc/webdynpro/sap/zsup_reg_submen


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

____________________________
Akposso Marcelle
Ag. Division Manager, CHGS 2
SECTION 2 - INSTRUCTIONS TO BIDDERS

GENERAL

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

2. Procurement Ethics, Integrity, Anti-corruption and Fairness

2.1. It is the Bank’s policy that bidders/contractors to the Bank observe the highest standard of ethics during the procurement process and execution of such contracts. In pursuance of this policy, the Bank shall reject a proposal if it determines that the bidder, or any of its personnel, agent, consultant, subcontractor or service provider, has, directly or indirectly, engaged in “Corrupt”, “Fraudulent”, “Collusive”, “Coercive” or “Obstructive” practices in competing for the contract in question. These terms are defined in the General and Specific Conditions. The Bank may also declare the bidder ineligible for participation in future procurement and award of contracts, either indefinitely or for a stated period of time.

2.2. A bidder/contractor 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/contractors are required to comply with the Code of Conduct for Contractors in the General and Specific Conditions.

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

4. Joint Venture

4.1. Where a joint venture or any other form of partnership (JV) approach is proposed, bidders are required to provide full details of the JV and nature of relationship with other JV members. Bidders forming a JV shall nominate an authorized representative of the JV (duly evidenced by submitting a power of attorney signed by a legally authorized representative of the JV) who shall have the authority to conduct all business for and on behalf of all members and enter into the contract. Each member shall meet the eligibility criteria as defined in the Presidential Directive.

4.2. A JV shall comprise no more than four members. At least one member shall provide 40% of the contract sum and each of the other members shall provide at least 20% of the contract sum.

4.3. All members shall be jointly and severally liable for the performance of any resulting contract.

CLARIFICATION OF THE PROCUREMENT PROCESS

5. Bidders are solely responsible, at their own cost and risk, for obtaining information that may be necessary for preparing proposals and entering into the contract.
6. **Amendment of RFP** – The Bank reserves the right to modify any content of the RFP without incurring any liability to any bidder. Any such amendment shall be posted on the Bank’s website. It is the sole responsibility of bidders to ensure they are aware of any amendment and take the amendment into account in preparing proposals.

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

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

**PREPARATION OF PROPOSALS**

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

10. **Language of Proposals**
    10.1. The proposal and all correspondence and documents relating to the proposal exchanged by the bidder and the Bank shall be written in the language specified in the RFP Data Sheet. A proposal submitted in a language not specified in the RFP Data Sheet shall be rejected.
    10.2. Any printed literature furnished by the bidder written in another language other than the language specified in the RFP Data Sheet shall be accompanied by a certified translation in the language in the RFP Data Sheet of its pertinent passages in which case, for the purpose of interpretation of the proposal, the translation shall govern.
11. **Subcontractors and service providers** – Bidders shall identify any sub-contractors that will play a significant role in the bidder’s performance of the contract. The Bank reserves the right to obtain the same level of information from subcontractors as from bidders.

12. **Documents comprising the Proposal** - Proposals shall comprise the following documents, completed in full and supported with evidence and information requested:
   - Technical Proposal Questionnaire; and
   - Financial Proposal Questionnaire.

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

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

15. **Meeting the Bank’s requirements**
   15.1. Unless otherwise provided, bidders shall meet the Bank’s requirements by the deadline for submission of proposals.
   15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank determine whether the bidder has the required capability, experience, knowledge and expertise to satisfactorily perform the contract.

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

17. **Samples and Inspection**
   17.1. The Bank may request samples at any time during the procurement process. If requested, bidders shall provide samples free of charge. A bidder who fails to provide the required samples shall be disqualified. The Bank makes no guarantee that the samples will be returned or the condition of samples upon completion of evaluation. Samples shall be returned at the bidders own cost.
   17.2. If provided in the RFP, the Bank shall conduct an inspection of the goods and services during the procurement process either at the bidder’s premises or at the Bank’s offices. Such inspection shall not relieve the bidder from any of its obligations under the contract. The Bank shall notify bidders in writing of the details of any inspection. The Bank shall not be responsible for the expenses incurred by the bidder for such inspection.

18. **Demonstration** – If provided in the RFP, the Bank shall require bidders to provide a live demonstration of the proposed solution. The bidder shall provide the demonstration free of charge and the Bank shall not accept any liability for any damage to or loss of bidders’ property in connection with such demonstration.
19. **Sustainable Procurement (SP)** – the Bank is committed to managing its business and executing contracts in an environmentally and socially responsible manner. Bidders should set out how they will deliver the contract in a sustainable manner. The Bank’s SP guideline is available on its website.

20. **Alternative Proposals** - The Bank shall not consider any variation to its requirements (“Alternative Proposal”) unless expressly permitted in the RFP **Data Sheet**. If an Alternative Proposal is permitted, the Alternative Proposal shall be accompanied by a fully compliant proposal, i.e. one that meets the minimum technical requirements. The bidder shall quote the price for the fully compliant proposal and then separately provide the technical specification, methodology and adjustment in price that can be offered if the Alternative Proposal is accepted.

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

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

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

23. **Bid Prices**

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

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

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

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

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

27. **Bid Security**

   27.1. If provided in the RFP **Data Sheet**, the bidder shall furnish, as part of its proposal, the signed Bid-Securing Declaration form or bid security in the amount, form and valid for the period in the RFP **Data Sheet**.
27.2. The bid security shall be in the form of a certified cheque or a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank. Any proposal not accompanied by a substantially responsive bid security shall be rejected.

27.3. The Bank may require bidders to extend the period of validity of a bid security. If the bidder does not extend the validity of the bid security, the bidder’s proposal shall be rejected unless the bidder submits a new bid security acceptable to the Bank before the expiration of the bid security.

27.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the proposal and shall list all members of the joint venture.

27.5. The bid security shall be returned to bidders or forfeited in the circumstances specified in the RFP Data Sheet.

SUBMISSION AND OPENING OF PROPOSALS

28. Deadline for Submission of Proposals

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

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

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

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

31. Proposals submitted electronically via AfDB e-Procurement portal

31.1. If provided in the RFP Data Sheet, proposals shall be submitted electronically via AfDB e-Procurement portal.

31.2. Bidders shall obtain guidance on submitting proposals electronically in the user manual in AfDB e-Procurement portal.

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

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

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

32.2. Proposals shall be submitted in a sealed envelope (with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes) and delivered to the address in the RFP Data Sheet.

32.3. Each bidder shall submit proposal in hard copies, one original and four copies (any attachment, appendix and annex thereto shall also be submitted in one original and four copies): the original proposal shall carry the mention “Original” and each of the four copies the mention “Copy”. The technical proposal (one original and four copies) and the financial proposal (one original and four copies) shall each be placed in two separate sealed envelopes (the “internal envelopes”).

32.4. In addition to hard copies, bidders are required to submit a flash disk of the technical proposal.
32.5. The following mention shall appear on each internal envelope:
   a) the RFP reference;
   b) the mention “Technical Proposal” or “Financial Proposal” as the case may be; and
   c) the name and address of the bidder.

32.6. 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.

32.7. Any alternative proposal shall be prepared, sealed, marked and dispatched as per the
   instructions in this paragraph and clearly be identified as “Alternative”.

32.8. 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.

32.9. The person or persons signing the proposal shall initial all pages of the proposal where
   correction has been made.

32.10. When delivered by hand, the proposal shall be delivered at the address during the
   working hours of the Bank from 8.00 hrs. to 12.00 hrs. and from 14.00 hrs. to 18.00 hrs.,
   Monday through Friday except for holidays observed by the Bank. Delivery to any other
   office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

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

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

33.2. Proposals submitted by mail, courier or hand-delivery - The bidder’s modification or
    withdrawal shall be prepared, sealed, marked and dispatched as per the instructions set
    out in this section and accompanied by a written notice duly signed by an authorized
    representative. Any modification or withdrawal shall clearly be identified as “Modification”
    or “Withdrawal”.

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

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

36. Clarification of Proposals
    36.1. To assist in the examination and evaluation of proposals and qualification of bidders, the
        Bank may, at its discretion:
        36.1.1. Require any bidder to clarify any part of its proposal;
        36.1.2. Require any bidder to provide further information or documentation;
        36.1.3. Undertake site visit to any bidder; or
36.1.4. Contact referees provided by any bidder.

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

37. Determination of Responsiveness

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

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

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

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

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

37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;

37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank’s rights or the bidder’s obligations under the proposed contract; or

37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.

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

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

BID EVALUATION

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

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

AWARD OF CONTRACT

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

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

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

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

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

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

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

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

45. **Award Protest Procedure** – The Bank has a complaint procedure as set out in the Presidential Directive. An unsuccessful bidder wishing to make a complaint must inform the Bank within seven (7) days of notification of the Bank’s contract award decision.

46. **Contractual Relationship** - The contractual relationship shall be governed by the General and Specific Conditions and shall include the description of goods/technical specification/terms of reference, the successful bidder’s technical and financial proposal. **No other terms and conditions put forward at any time by the bidder shall form part of the contract.**

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

**FURTHER ASSISTANCE**

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 RDGS_Tender@afdb.org and quote the tender reference.
SECTION 3 – RFP DATA SHEET

The numbering below refers to the appropriate numbering of the introduction

§ 1 The goods and services to be provided for the African Development Bank’s Regional Directorate General – South and as outlined in Section 4.

§ 1 To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria:

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

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

Financial Standing: An average turnover of at least ZAR 2,500,000 per annum for the last three years [2017, 2018 & 2019]. A bidder shall demonstrate current soundness of financial position and its long-term profitability.

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

Historical Contract Performance and Pending Litigation: a bidder shall demonstrate the ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract.

Conflict of Interest: a bidder shall have no actual or potential conflict of interest that would call into question its participation in the procurement process and award of contract.

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

§ 7 Request for clarification and/or request for change to the RFP shall be sent in writing by electronic mail to RDGS_Tender@afdb.org or to the question and answer section in the AfDB e-Procurement portal. The request shall be received by the Bank no later than 18th March 2021.

§ 8 The Bank shall organize virtual pre-bid conference: [YES]. Meeting link: https://us02web.zoom.us/j/9640138990

The conference will be held on 17th March 2021, at 10h00 hours Local Times. Questions for the site visit and pre-bid meeting shall be submitted to RDGS_Tender@afdb.org.

The pre-bid conference is a mandatory requirement: [NO], However bidders are strongly encourage to attend virtually.

§ 10 The language of proposals and all correspondence is: ENGLISH
| § 20 | Alternative proposals are accepted: [NO] |
| § 24 | The prices shall be expressed in SOUTH AFRICAN RANDS (ZAR) |
| § 25 | The Bank’s requirement is divided into lots [yes] 1. Provision of Short term staff and 2. Facilitating provision of medical aid |
| § 26 | The minimum period of validity of proposals is One hundred and eighty (180) days, from the deadline for submission of proposals. |
| § 27 | Bid security is required [No] : However, provide a Bid-securing Declaration |
| § 27.1 | Bidders are required to complete the bid-securing declaration form to secure their proposal. Any proposal not supported by a bid-securing declaration will be automatically disqualified. Bidders should use the bid-securing declaration form in Section 6. |
| § 28 | The deadline for submission of proposals is Monday 29 March 2021 at 15:00Hrs local time. |
| § 31 | Proposals shall be submitted electronically via the AfDB e-Procurement portal at [NO]. |
| § 32 | Proposals shall be submitted by mail, courier or hand delivery: [YES] Proposals shall be sent to the following address and the external envelope shall bear the following information: African Development Bank Regional Directorate General – South 339 Witch-Hazel Avenue, Centurion 0157 RFP – DO NOT OPEN UNTIL BID OPENING DAY Reference: ADB/RFP/RDGS/2021/0026 – PROVISION OF HUMAN RESOURCES SERVICES FOR RECRUITMENT OF SHORT TERM STAFF. RFP Closing Date and Time: Friday 29th March 2021 (15:00Hrs Local Time) |
| § 47 | Performance security is required: [NO] |
| § 48 | Advance payment will be provided to the successful bidder: [N/A]. |
| § 49 | The Bank shall retain 10% of the contract sum until the end of the defects liability period: [N/A] |
SECTION 4 – DESCRIPTION OF SERVICES / TECHNICAL SPECIFICATION / TERMS OF REFERENCE

1.0 BACKGROUND INFORMATION

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

2.0 OVERVIEW OF THE REGIONAL DIRECTORATE GENERAL – SOUTH

The African Development Bank Regional Directorate General – South (RDGS) is in South Africa, and it is based in Centurion, Pretoria, at 339 Witch-Hazel Avenue, Centurion, 0157. The property named “Eco One Office park” has been developed with 6 office building blocks. Each Block three levels with basement parking, atriums, balconies and common areas. The gross lettable area for each Block is about 3,181 m² composed as follows: 2,199 m² of office, 437 m² of common area, 444 m² of balconies/terrace and 100 m² of Atrium. The objective of engaging a local firm is to provide services of managing the Short Term staff as and when required by the Bank. The staff shall be employees of the Agency seconded to EARC and with a day-to-day supervision by the Bank. The Agency will have the responsibility of ensuring adherence to the host country labor laws.

The Service provider will provide necessary support services, to answer questions and to assist the Bank in resolving problems related to the recruitment of Short Term Staff at the RDGS in Pretoria.

3.0 SCOPE OF WORK

3.0 SCOPE OF WORK

The Service Provider will provide timely secondment of Short Term staff to the Bank upon presentation of requisition by the Bank with specific work profile. The agency will be responsible for the following:

- Sourcing for relevant CVs as per the Job description and the minimum requirements provided the Bank;
African Development Bank Group  
Reference: ADB/RFP/RDGS/2021/0026  
PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR RECRUITEMENT OF  
SHORT-TERM STAFF AT THE REGIONAL DIRECTORATE GENERAL SOUTH – PRETORIA –  
SOUTH AFRICA

- Pre- Screening the candidates and submitting a short list for consideration by  
the Bank;
- Organizing and participating in Joint interviews with the Bank;
- Drawing a contract with the selected candidate and seconding them to the Bank;
- Ensuring motivation of the seconded staff for optimal performance on the  
assigned tasks;
- Managing separation of seconded staff whose services are no longer needed by  
the Bank;
- Processing salaries for the staff seconded to the Bank and ensuring the staff are  
paid on timely basis;
- Application of taxation and other statutory requirements of the seconded staff in  
line with applicable country legislations as and when they fall due and ensuring  
remittance to various authorities;
- Managing compliance with the South African labour laws in relation to short-term  
engagements.

Once the Bank has entered into agreement, the Service provider will agree to indemnify  
and hold harmless ADB from all claims, losses, expenses, fees and judgements that may  
be asserted against ADB that result from the acts or omissions of the service provider, its  
agents or employees.

3.1 INVENTORY OF SHORT TERM STAFF CATEGORIES

A) GS7-GS8 - Short term Support Assistants-Administrative Assistants, Accounts  
Assistant, IT support Assistants, Operations Assistants, Projects Assistants,  
procurement Assistants etc- **Total Current is 7**

B) GS5- GS6 – Seconded Secretarial/clerical - Clerical staff, secretaries, Team  
Assistants- **Total Current is 6**

C) GS3 Seconded Support level – Drivers, messengers , Telephone Operators- **Total  
current is 2**

D) Short term casual – Services required to manage specific tasks for a period ranging  
from 1 day to less than 1 month **NA**

NB The AGENCY to be awarded the contract will be willing to take over from the  
incumbent the management of the existing seconded staff.

3.2 Professional standards

3.3 All work undertaken by THE CONTRACTOR shall be in accordance with the minimum  
requirements of relevant legislation, good industry practice, to appropriate professional  
and technical standards and comply with the requirements of the appropriate  
professional bodies or institutions, including guidance notes and codes of practice  
where applicable. **THE CONTRACTOR** shall exercise all reasonable skill, care and  
diligence in the discharge of the duties required by the services agreement.

3.4 For the duration of the service level agreement **THE CONTRACTOR** shall provide  
sufficient trained personnel for proper performance of the obligations under the service  
level agreement. **THE CONTRACTOR** shall also provide adequate supervision of the  
staff employed by **THE CONTRACTOR** (or persons under their control).
African Development Bank Group
Reference: ADB/RFP/RDGS/2021/0026

PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR RECRUITMENT OF SHORT-TERM STAFF AT THE REGIONAL DIRECTORATE GENERAL SOUTH – PRETORIA – SOUTH AFRICA

3.5 **THE CONTRACTOR** and its employees (or persons under their control) shall be aware of and implement all relevant standards and any relevant new legislation.

**General requirements**

3.6 All work undertaken by **THE CONTRACTOR** shall comply with all relevant statutory acts and regulations (e.g. Local Authority Bylaws, Taxation laws, etc), or industry standards current at the time that the work is being planned and implemented.

**THE CONTRACTOR** shall comply with all new acts and regulations coming into force for the duration of this service level agreement and shall advise the Bank of any changes in relevant regulations related to building and facilities management.

**6.0. SUSTAINABLE REQUIREMENTS**

6.1 **Economy**

Service providers are expected to observe the possibility of reducing cost and ensuring that value for money is extended to the Bank.

6.2 **Environment.**

Integrate environmental considerations into the procurement process with the goal of reducing adverse impact on

6.3 **Social**

The social aspect relates to the staff employed by the service provider. The provider is requested to indicate to what extent they are compliant, as regards to the following:

- Compliance with local laws and customs when establishing standardized ethical and moral conducts.
- Employing staff from the local communities.
- Compliance with all laws related to wages and working hours. Workers compensations must be guaranteed in accordance to national applicable laws and regulations.
- Payment of statutory benefits on behalf of staff to relevant authorities.
- Staffs’ free association and open communication with management regarding working conditions must be recognized without fear of harassment or any type of reprisal.
- Elimination of all forms of forced or compulsory labor.
- Abolition of child labor i.e. protecting a child from performing any type of work that can interfere in his/her education or that can be hazardous to the child’s health or physical, mental, spiritual, mental, spiritual, moral or social development.
- Compliance with the Occupational Health and Safety Guidelines.

6.4 **Occupational health and safety policy**

The provider should have in place, an occupational health and safety policy taking into consideration the following:
• First aid and accident arrangements,
• Occupational health and safety training for staff,
• Regular equipment maintenance, and
• A process for reporting hazards and accidents.
• Use of protective gears such as clothing, boots, gloves for staff depending on the nature of the nature of the job they do.

7 INSURANCE REQUIREMENTS

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

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

8 LIVE PRESENTATIONS

Prior to signing the contract, the Bank may request a prospective bidder to make a live presentation to clarify aspects of their submission and also participate in a question and answer session. The purpose of this would be to evaluate the service providers’ capabilities as specified in this Terms of Reference. The presentation must be made by one or more of the personnel who will manage or supervise contract performance upon award to the bidder.

9 SITE VISITS AND REFERENCE CHECKS

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

10 DISASTER RECOVERY

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

11 PERFORMANCE EVALUATION

The Bank will conduct periodic performance evaluations of the selected bidder(s) on a biannual basis according to the criteria determined by the performance evaluation sheet (Annex 10) which may also be modified in agreement with the service provider. The bidder will be provided with a report of these periodic evaluations. Faults detected will be immediately reported in writing to the attention of the service provider, as well as opportunities for improvement in order to meet the standards and market quality. In the
event of continuous sub-standard performance, the Bank may proceed with termination of the contract.

SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

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

2) A two-stage process shall be adopted in evaluating proposals. Proposals shall be ranked according to technical score (Nt) and financial score (Nf) using the weights (T = the weight given to the technical proposal, 60%), (F = the weight given to the financial proposal 40%) (T + f = 1).

3) The final score shall be calculated as follows:

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

TECHNICAL EVALUATION (60%)

4) Bidders shall obtain a minimum of Seventy (60) points following evaluation of technical proposals (“Qualifying Technical Score”) to be considered for financial evaluation. Bidders obtaining less than the Qualifying Technical Score shall be rejected.

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

<table>
<thead>
<tr>
<th>Technical Evaluation Criteria</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s methodology, Sourcing and identification process of staff to be seconded to ADB,</td>
<td></td>
<td>40</td>
</tr>
<tr>
<td>• Clear Understanding of the Host country labour laws in management of annual leave, maternity, sick leave health insurance benefits and pensions and gratuity in the context of short-term engagements. (20 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• How to follow and manage performance (5 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Provision of additional benefit and staff welfare (5 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Availability of career guidance and career development (5 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Regular engagement with the client on areas of improvement of staff (5 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relevant experience of the company in similar assignment including:</td>
<td></td>
<td>35</td>
</tr>
<tr>
<td>International Organizations/ large corporate and government departments (2 points for each organization up to 5 clients)</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>List of current and previous assignments indicating name of client, period, and duration of the contract, contact person and Telephone. (5 clients, each client will earn 2 points)</td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>
Professional reputation of the firm supported by at least 5 reference letters to show the same service was provided (each reference is 3 points up to 5) | 15  
---|---
**Curriculum Vitae of proposed personnel** | 20  
**Account Manager** - Each year of experience will earn two Points up to a maximum of 10 years. (maximum 15 points) |  
Credit Controller (1) - Each year of experience will earn two points up to a maximum of five years per consultant (maximum 5) |  
**Sustainable Procurement**  
The supplier demonstrate that they will services in a sustainable manner taking into consideration the environment, social and economic aspects. (Refer to detailed sustainable procurement evaluation under appendix 6H). | 5  
**Total Marks** | 100

**FINANCIAL EVALUATION (40%)**

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

\[
N_f = \frac{100 \times F_m}{F} 
\]

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

**FINAL RANKING**

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

**AWARD OF CONTRACT**

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

**POST-QUALIFICATION**

9) Prior to award of the contract, the Bank may undertake a site visit to a prospective bidder’s premises, contact referees and carry out due diligence review in order to validate the information provided in the proposal.
SECTION 6 – TECHNICAL PROPOSAL QUESTIONNAIRE
Appendix 6A

STATEMENT OF CONFORMITY

To the African Development Bank
Regional Directorate General - South
339 Witch-Hazel Avenue
Centurion 0157
South Africa

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/RDGS/2021/0026 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 contractors 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 contractors 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 contractors 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 contractors for any part of the contract) has not been declared ineligible by the Bank;
(k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

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

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

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

Name ___________________________ In the capacity of ___________________________

Signature _______________________

Email __________________________

African Development Bank Group
Reference: ADB/RFP/RDGS/2021/0026

PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR RECRUITEMENT OF SHORT-TERM STAFF AT THE REGIONAL DIRECTORATE GENERAL SOUTH – PRETORIA – SOUTH AFRICA
Appendix 6B

BIDDER INFORMATION SHEET

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bidder’s Legal Name:</td>
<td></td>
</tr>
<tr>
<td>2. JV’s Party legal name:</td>
<td></td>
</tr>
<tr>
<td>3. JV’s Party Country of Registration, Constitution or Incorporation:</td>
<td></td>
</tr>
<tr>
<td>4. JV’s Party Year of constitution or registration into a legally enforceable JV:</td>
<td></td>
</tr>
<tr>
<td>5. JV’s Party Legal address in Country of Registration, Constitution or Incorporation:</td>
<td></td>
</tr>
<tr>
<td>6. JV’s Party Authorized Representative Information:</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
<td></td>
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<td>☐ A letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement and power of attorney nominating an authorized representative of the JV</td>
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<tr>
<td>☐ Organizational chart of the company and list of current staff</td>
<td></td>
</tr>
</tbody>
</table>
QUALIFICATION (PASS/FAIL) ASSESSMENT

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

<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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joint venture and any other form of partnership (JV)</td>
<td></td>
<td></td>
<td></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>
<tr>
<td>STATEMENT OF CONFORMITY AND BID SUBMISSION FORM</td>
<td>Must meet requirement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Existing or intended JV must meet requirement</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>A power of attorney shall be attached, if applicable.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ELIGIBILITY CRITERIA</td>
<td>Must meet requirement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing or intended JV</td>
<td>Must meet requirement</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
### PASS/FAIL CRITERIA

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

The bidder is from a member country of the Bank.

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

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

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

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

The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a
## PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Yes</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
</tbody>
</table>

- **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 ten (10) years?
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
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</tr>
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<tbody>
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</table>

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 has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.

The bidder, or any of its affiliates, has 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>
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</tr>
<tr>
<td>JV (if applicable)</td>
<td>N/A</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</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.
## PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR RECRUITEMENT OF SHORT-TERM STAFF AT THE REGIONAL DIRECTORATE GENERAL SOUTH – PRETORIA – SOUTH AFRICA

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</table>

## FINANCIAL STANDING

See below

The bidder has a minimum turnover of at least ZAR 2,500,000 per annum, for the last three years [2017, 2018, 2019 or latest].

- **Must meet requirement**
- **Existing or intended JV must meet requirement**
- **Must meet at least 20% of the requirement**
- **Must meet 40% of the requirement**

The bidder can demonstrate sound financial performance?

- **Must meet requirement**
- **Existing or intended JV must meet requirement**
- **Must meet requirement**

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 [2017, 2018, 2019 or the latest],

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

<table>
<thead>
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registered accountant and supported by copies of tax returns for the past three years [2017, 2018, 2019 or the latest].

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

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

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

See below
## PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Single Entity</th>
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<tbody>
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<td></td>
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<td>Yes</td>
<td>No</td>
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</table>

### GENERAL AND SPECIFIC EXPERIENCE

The bidder has been in business for the past (5) years.

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

The bidder has experience in at least [2] similar contracts as a prime contractor within the last [5] years, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, etc.
### PASS/FAIL CRITERIA

<table>
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<tr>
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- methods/technology or other characteristics as described in the RFP.
- If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 5 years.

### 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.

- Must meet requirement
- Existing or intended JV must meet requirement
- Must meet requirement
- N/A
### PASS/FAIL CRITERIA

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

Bidders shall complete the litigation history form.

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

### CONFLICT OF INTEREST

<table>
<thead>
<tr>
<th>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 declared any actual or potential conflict of interest in the conflict of interest declaration form.

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

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

**Remarks (Accept/Reject for the next stage)**
Bidders shall provide information on any history of litigation or arbitration resulting from contracts executed in the last three years or currently under execution. A separate sheet shall be used for each partner of a joint venture.

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

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

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

### Pending Litigation

- No pending litigation
- Pending litigation

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
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African Development Bank Group
Reference: ADB/RFP/RDGS/2021/0026
PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR RECRUITMENT OF
SHORT-TERM STAFF AT THE REGIONAL DIRECTORATE GENERAL SOUTH –
PRETORIA – SOUTH AFRICA
Appendix 6F

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

- Are you connected to a person employed by the Bank who is involved in the procurement process? This could be a personal or business relationship.
- Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?
- Are you an employee or stakeholder of the Bank?
- Has the Bank offered you a contract of employment in the last 12 months?
- Are you participating in more than one proposal in the procurement process?
- Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?
- Have you held a position in government in the last 3 years? For example, a ministerial position
- Has a member of your family held a position in government in the last three years? This includes your spouse, parent, brother, sister or child.
We hereby certify that: a) we have read and understood the contents of this disclosure form; and
   b) we have disclosed all actual or potential conflict of interest. We understand that the Bank shall determine, in its sole discretion, whether any conflict of interest disclosed shall result in rejection of our proposal from the procurement process.

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

Regional Directorate General – South, 339 Witch-Hazel Avenue, Centurion 0157 South Africa
Telephone: +27 12 003 6900 – Website: www.afdb.org
PROPOSAL / METHODOLOGY / DESCRIPTION OF THE APPROACH / SOLUTION

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

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

1. Technical Proposal (Technical Envelope)

(a) In respect of article 6 of the Letter of Invitation, the bidder must submit the following documents:
   - A statement of conformity (using format as described in Appendix 6A)
   - Power of attorney, if applicable

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

(c) Details of the proposed methodology.

(d) Implementation Plan: The service provider shall describe the plan to transition the account should they receive award of the contract. Please include:
   - a project plan outlining the timeline for transition and successful assumption of all responsibilities, resource requirements, critical path and any other critical item for implementation
   - action items indicating party responsible for implementation [i.e., Bidder or the Bank];
   - resource requirements and any other critical item for implementation.
   - period required to commence services.
(e) **Experience and past performance**: bidder should provide at least three attestations duly signed by the companies for which the bidder provided similar services. The document should include signatory name, telephone and fax numbers.

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

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

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

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

(g) **Availability of additional services and support to staff**: Bidder’s methodology, Sourcing and identification process of staff to be seconded to ADB,
- How to follow and manage performance
- Ability to arrange or facilitate additional benefit and staff welfare such as medical aid, reference letters and testimonials
- Availability of career guidance and career development
- Regular engagement with the client on areas of improvement of staff

(g) **Qualification of Proposed personnel**, professional experience and educational qualifications for this project (use format as described in Appendix 6G-2).

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

2. **Financial Proposal** **(Financial envelope)**
   The financial proposal will include:
   - a bid submission form, fully completed and signed (using format as described in Appendix 7A)
   - a general table summarizing pricing (Appendix 7B)

3. **Currencies of Bid**
The Bidders are to submit their prices in **South African Rands (ZAR)**. However, for the purpose of evaluation, the Bank will convert all bid prices into the Bank’s Unit of Account by using the Bank’s monthly moving average rate for the applicable month (deadline for submission of quotations). The currency that shall be used to convert all bid prices expressed in various currencies into a single currency is: **UA** (Unit of Accounts).
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>
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<tbody>
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</table>
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
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 clients</strong></td>
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</table>
Major items of Contractor’s Equipment proposed for carrying out the assignment
(Not applicable)

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>
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DETAILED EVALUATION FOR SUSTAINABLE CRITERIA (100 Points) (weight = 5% of the Technical Evaluation)

Service providers are expected to observe the possibility of reducing cost and ensuring that value for money is extended to the Bank. They are also expected to recognize the need to protect the environment and that social aspects concerning its staff members are respected. Service providers are required to indicated the level of engagement and compliance with the terms of reference in relation to sustainability and demonstrate their current status on the following criteria.

1. **Economy**

   The Service Provider is requested to indicate how they will assist the Bank in finding more sustainable means in management of staff, so as to obtain value for money and economic efficiency. The provider is requested to indicate to what extent they are compliant, as regards to the following:

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

4

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

4

### 2) Social and economic benefits to the local community

- Actively supports initiatives for local infrastructure and social community development e.g. education, training, health and sanitation and projects which address the impacts of climate change.

5

- Supports local entrepreneurs in the development and sale of sustainable products and services.

4

- Have in place and implement a policy against commercial, sexual or any other form of exploitation or harassment, particularly of children, adolescents, women, minorities and other vulnerable groups.

4

- Offers employment opportunities, including in management positions, without discrimination by gender, race, religion, disability or in other ways.

4

- Labour rights are respected, a safe and secure working environment is provided and employees are paid at least a living wage. Employees are offered regular training, experience and opportunities for advancement.

4

- Activities of the company do not adversely affect local access to livelihoods including land and aquatic resource use, right-of-way, transport and housing.

4

### 3) Benefits to the environment

- Purchasing policies favour environmentally sustainable contractors and products including capital goods, food, beverages, building materials and consumables.

5

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

5

- Water consumption is assessed, measured and steps are taken to minimize overall

5
consumption and adverse effects on environmental flows.  

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

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

Mechanisms are in place to reduce waste (including food waste) and where reduction is not feasible, to reuse or recycle it. Any residual waste disposal has no adverse effect on the local population or the environment.  

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

4) Economy and efficiency

Have in place value for money, cost effectiveness, cost avoidance mechanisms for its clients.  

Have in place policies to provide quality and efficient services to its clients.  

Have in place systems and procedures for swift and timely delivery of services to clients.  

**Total Points**  

100

Total points 100. This part will constitute only 5% of the total evaluation score of the Bidder
African Development Bank Group
Reference: ADB/RFP/RDGS/2021/0026

PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR RECRUITEMENT OF SHORT-TERM STAFF AT THE REGIONAL DIRECTORATE GENERAL SOUTH – PRETORIA – SOUTH AFRICA
BID-SECURING DECLARATION FORM

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

Bid No.: ADB/RFP/RDGS/2021/0026

To: The African Development Bank

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Bank for the period of time of three (3) years starting from the bid submission date, if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

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

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

Dated on ____________ day of __________________, _______ [insert date of signing]

Corporate Seal (where appropriate)
[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]
SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE
To the African Development Bank
Regional Directorate General - South
339 Witch-Hazel Avenue
Centurion 0157
South Africa

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/RDGS/2021/0026 and have no reservation to the RFP including addendum issued;

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

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

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

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

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

Name __________________________

In the capacity of ____________________

Signature __________________________

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

Dated on __________________________

Official Stamp __________________________
**Appendix 7B**

**PRICE SCHEDULE FORM**

**PRICE SCHEDULE**

(RFP) No ADB/RFP/RDGS/2021/0026

Lot 1: Provision of short Term staff (base offer)

<table>
<thead>
<tr>
<th>Item</th>
<th>Category of Short-Term Staff</th>
<th>No of staff</th>
<th>Gross Salary</th>
<th>All Statutory deductions</th>
<th>Agency fee</th>
<th>Amount before tax</th>
<th>Amount after tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GS7-, Operations, assistant, Procurement, Finance etc.</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>GS5-team assistant GS6-management assistants, Seconded Secretarial /clerical-e.g Secretaries, Team Assistants, Clerks etc</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>Drivers, GS3 etc</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td>Short Term Casual-Resource to manage specific task for a period less than a month (Upon request only)</td>
<td>1</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**LOT 2 Provision of medical Aid (OPTIONAL) – SUBJECT TO FURTHER NEGOTIATION**

<table>
<thead>
<tr>
<th>Description of services required</th>
<th>Number of staff</th>
<th>Unit of the medical aid</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arrange for a medical Aid facility for the short term Staff. Share existing medical cover if available. If not propose one</td>
<td>15</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Cost per Month</th>
<th>Total Cost per year</th>
<th>Total Cost for 3 years</th>
<th>Total Cost for 5 years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
Note: The Bank is not obliged to use the estimated market salary range to remunerate the seconded employees. The Bank’s remuneration grading system could be used as per the applicable policies. The decision to award will be based on the base offer (lot 1) the optional offer will be negotiated subject to the results of the base offer.

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

ARTICLE 3: ELIGIBILITY

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

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

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

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

3.3 In order to be eligible:

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

### REGIONAL COUNTRIES

<table>
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<tbody>
<tr>
<td>1</td>
<td>Algeria</td>
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<td>Angola</td>
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<td>Benin</td>
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<tr>
<td>5</td>
<td>Burkina Faso</td>
<td>6</td>
<td>Burundi</td>
<td>7</td>
<td>Cameroon</td>
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<tr>
<td>9</td>
<td>Central African Rep.</td>
<td>10</td>
<td>Chad</td>
<td>11</td>
<td>Comoros</td>
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<tr>
<td>13</td>
<td>Côte d’Ivoire (HQ)</td>
<td>14</td>
<td>Democratic Rep of Congo</td>
<td>15</td>
<td>Djibouti</td>
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<tr>
<td>17</td>
<td>Equatorial Guinea</td>
<td>18</td>
<td>Eritrea</td>
<td>19</td>
<td>Ethiopia</td>
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<td>21</td>
<td>Gambia</td>
<td>22</td>
<td>Ghana</td>
<td>23</td>
<td>Guinea</td>
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<td>Kenya</td>
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<td>Lesotho</td>
<td>27</td>
<td>Liberia</td>
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<td>Madagascar</td>
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<td>Malawi</td>
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<td>Mauritius</td>
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<td>Niger</td>
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<td>Nigeria</td>
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<td>Republic of South Africa</td>
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<tr>
<td>41</td>
<td>Sao Tome &amp; Principe</td>
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<td>Tanzania</td>
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<td>Togo</td>
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<tr>
<td>53</td>
<td>Zambia</td>
<td>54</td>
<td>Zimbabwe</td>
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### NON REGIONAL COUNTRIES

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<tr>
<td>1</td>
<td>Argentina</td>
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<td>26</td>
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<td>United States of America.</td>
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</table>
PART II – GENERAL AND SPECIFIC CONDITIONS

African Development Bank
General Terms and Conditions for the Purchase of Goods, Works and Services

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.

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:

Financial Control Department,
African Development Bank
Southern Africa Business Delivery Office
339 Witch Hazel Avenue
Ecopark Pretoria South Africa

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, London, UK 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 or entity.
SECTION 9 – CONTRACT AGREEMENT

DRAFT CONTRACT
– PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR SHORT-TERM STAFF AT THE REGIONAL DIRECTORATE IN PRETORIA SOUTH AFRICA–No ADB/CTR/xxx/2020/XXXX

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

This Contract is entered into between the AFRICAN DEVELOPMENT BANK (hereinafter called the "Bank"), an international financial institution having its regional office at 339 Witch-Hazel Avenue, Centurion on one part, and ………………., ………………………………………., formed and existing under the laws of ……………….. (hereinafter called the "Contractor"), whose address is ………………………, on the other part.

WHEREAS the Bank desires to engage a contractor to perform and provide certain Services as set out in this Contract;

WHEREAS, the Contractor represents that it has the necessary capacity and knowledge and is prepared to perform and provide such Services;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1. Definitions

1.1 In this Contract the following words and expressions shall have the meanings hereby assigned to them:

(i) “Contract" means this Contract, including: Terms of reference/ KPI/SLA List and description of the premises – (b) Annex II - Request for Proposals (RFP); (c) Annex III - General Terms and Conditions for Purchase of Goods, Works and Services; (d) Contractor’s Technical Proposal; (e) Price Schedule; (f) Annex VI - Negotiation Minutes; (g) Service Providers Performance Evaluation Form; (h) 360 degrees Evaluation Form; and (i) Code of Conduct for the Bank’s Service Provider’s, Suppliers and Contractors.

(ii) "Contractor" means ……………………… whose proposal has been selected by the Bank and the legal successors in title of such person, but not any assignee of such person.

(iii) "Contract Price" means the amount stated in paragraph 4.01 of the Contract as payable by the Bank to the Contractor for the full and proper performance and
provision of the Services in accordance with this Contract.

(iv) "Cost" means all expenditure properly incurred or to be incurred, including overhead charges and a reasonable allowance for profit

(V) "Proposal" means the Contractor’s proposal to the Bank for the performance of the Services.

(vii) Services means the air condition maintenance to be provided by the Contractor under this Contract, as more specifically described in Annex A.

(viii) "Terms of Reference" means a detailed description and concise specification of the Services, including methodology and time frame for their performance, prepared by the Bank.

1.2 The Parties agree that words and abbreviations, not specifically defined herein above, but which have well known technical or trade meanings, are used in this Contract in accordance with such recognized meanings.

ARTICLE 2. Order of Precedence of Contract Documents
Annexes A, B, C, D, E, F, and G constitute integral parts of this Contract. In the event of any discrepancy or conflict between or among this main Contract Document, and the Annexes, then the document to prevail shall be given precedence in the following order:

(a) This Contract;
(b) Annex I - Terms of Reference;
(c) Annex II - Request for Proposals (RFP);
(d) Annex III - General Terms and Conditions for Purchase of Goods, Works and Services;
(e) Annex IV – Contractor’s Technical Proposal;
(f) Annex V - Price Schedule;
(g) Annex VI - Negotiation Minutes;
(h) Annex VII – Service Providers Performance Evaluation Form;
(i) Annex VIII - 360 degrees Evaluation Form; and
(j) Annex IX - Code of Conduct for the Bank’s Service Provider’s, Suppliers and Contractors.

ARTICLE 3. Purpose of Contract
The purpose of this Contract is to perform and provide Agency Services for Short Term to
ARTICLE 4. Statement of Work
4.1 In performing the Services, the Contractor shall conform to the description; criteria, methodology, approach and work plan set forth in its Proposal.

4.2 Scope of Work
i. ADB shall identify the need for a staff and formally put in a requisition to AGENCY with a specific work profile;

ii. Within 5 working days of receipt of ADB’s requisition, the agency shall provide to ADB a shortlist of at least five candidates, including candidates recommended by ADB (if any), with copies of their CVs and applications. Such candidates could be from ADB’s or AGENCY database or already be in the Agency engagements/pool.

iii. AGENCY shall plan and organise for interviews, with panel members from both Parties.

iv. The candidate meeting the criteria set for the particular job shall be offered a AGENCY short-term agency contracts and seconded to ADB on terms (including the salary to be paid to them and the duration for which they shall be so seconded) to be agreed by both ADB and AGENCY.

v. The Supplied Staff shall be directly managed on a daily basis by ADB in whose premises the Supplied staff’s workstation shall be located for the period he or she is seconded to ADB.

vi. Each Supplied staff will be eligible for 2 working days leave per calendar month during the period when he or she is seconded to ADB. However, the leave shall be taken before the end of the secondment and shall under no circumstances be converted into remuneration. Leave to be taken by Supplied Staff shall be approved by ADB subject to the exigencies of duty.

ARTICLE 5. Duration of the Contract
The duration of this contract is 3 years, ................., and may be renewed up to two years upon satisfactory performance up to a maximum of duration of 5 years.

ARTICLE 6. Contractor’s Key Personnel
6.2 During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is requested by the Bank or
necessitated by illness, death, or termination of employment. The Contractor shall notify the Bank/RDGS immediately of the need for substitution.

6.3 The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Bank/RDGS. Proposed substitutes should have comparable disciplined conduct, training, qualifications and experience to those of the persons being replaced. The Bank will notify the Contractor within fifteen (15) calendar days after receipt of all required information of whether the proposed substitutes are satisfactory.

ARTICLE 7. Standards of Performance

7.1 The Contractor shall perform the Services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence and skill, and shall, in performing the Services, accept, promptly act upon, and comply with, such instructions and directions as may be issued by the Bank from time to time.

7.2 The Contractor, by signing the Contract, covenants that neither itself nor any of its employees or agents has any public or private interest, direct or indirect, nor shall acquire directly or indirectly any such interest which does nor may conflict in any manner with the performance of the Contractor’s obligations under this contract. The Contractor also agrees to excuse or else disqualify itself from any business or other arrangement which conflicts with the Contractor’s performance under this Contract.

7.3 Without limiting the responsibility of the Contractor for the proper conduct of the guards and the protection of the concerned premises, the conduct of the guards shall be guided by a set of standard written rules as agreed upon between the Bank and the Contractor, and such other special written instructions as may be agreed upon between the Bank and the Contractor from time to time.

7.4 The Contractor shall provide the proper supervision for each guard assigned to duty. The specific number of guards, their principal post, and hours of duty shall be mutually agreed upon between the parties.

7.5 The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services. If the Contractor observes that the Services required under this Contract are no more in accordance with applicable laws, statutes, codes, rules and regulations or with environmental, technical or safety standards, it shall promptly notify the Bank thereof in writing and take the appropriate measures. At the same time, if the Bank discovers that the Contractor does not comply with the laws, the Bank will give notice of this to the Contractor who shall immediately take the appropriate steps.
ARTICLE 8. Indemnification

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

8.2 The Contractor hereby indemnifies and holds harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses ("Losses") (including, without limitation reasonable attorney’s fees) which the Bank may incur in relations to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Contractor or any of the Contractor’s Associates.

8.3 If pursuant to the provision set out herein any liability on the part of the contractor shall arise(whether under the express or implied terms of this contract, or as common law, or in any other way) to the Bank for any loss or damage of whatever nature arising out of or connected with the provision of, or purported provision of, or failure in provision of the Services covered by this Agreement, such liability shall be limited to the payment by the contractor (on its own behalf and on behalf of its employees and agents) of a sum not exceeding South African Rands ………………. (ZAR………) in respect of any one event or series of related events attributable to one cause. Such payment shall be inclusive of capital, interest and all costs.

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

8.5 Notwithstanding the limitation of the contractor’s liability as provided in Clause 8.3 above and notwithstanding anything to the contrary contained in this contract, the contractor ………………. shall have no liability whatsoever and howsoever caused to the Bank in respect of and for the following:

8.5.1 Any loss of profit, business, goodwill, contracts, revenues or anticipated savings, or special, indirect or consequential loss or damage of any nature whatsoever suffered by the Bank.

8.5.2 Any Loss arising from a cause of action not clearly attributable to a specific incident or series of incidents, including but not limited to continuous stock losses.

8.5.3 Any loss or damage attributable to the negligent acts of or acts of default, omission or commission of the Bank, its personnel or agents or third parties.

8.6 The contractor, its employees or agents, shall not be liable to the Bank in any circumstances or to any extent whatever in respect of Loss unless Notice of claim is received by the Contractor within forty-five (45) days of the discovery by the Bank, its employees or agents of the Loss alleged to give rise to any such liability.
ARTICLE 9. Contract Price and Terms of Payment

9.1 For the full and proper performance of all of the Contractor's obligations under this Contract, assuming the levels of deployment outlined in the Corrected Price Schedule for the Contractor contained in Annex B, the Bank shall pay the Contractor the Total Contract Price per year of ZAR ………… (South African Rands …………. only). The parties hereto recognize that the actual amount payable is subject to adjustment depending on the actual number of guards deployed and the duration of deployment.

9.2 …………. (Contractor) shall maintain its unit prices throughout the term of the contract; however, prices may change as a result of the Government announcing increase of minimum wage. Unless there is a proof of an increase on a specific indicator, which has an impact on the contractual prices (e.g. social contribution percentage, allowances enforced by the law, etc.), no changes will be applied to the unit rates. If the statutory change of price will happen the parties shall determine the revised prices taking into account the statutory changes, subject to the following caps: Year 2 - ZAR …………. Year 3 – ZAR …………. Year 4 - ZAR …………. and Year 5 – ZAR …………. which shall consist of the fixed unit price for each type of service or personnel multiply by the number effectively retained by the Bank.

9.3 The Total Contract Price shall cover all expenses incurred by the Contractor including, charges for overhead and profit and to the cost of the remuneration and all other compensation of the Contractor's personnel, including insurance premiums and social charges including the cost of transport of the Contractor's personnel in connection with this Contract.

9.4 The Total Contract Price includes all the taxes, assessments, fees, duties, liens and charges, which have been or will be incurred by the Contractor due to the conclusion or implementation of this Contract.

ARTICLE 10. Payment for Services

10.1 The unit prices set forth in the Contractor’s Proposal are fixed and firm and not subject to escalation, however, prices may change as a result of the Government announcing increase of minimum wage. Unless there is a proof of evidence that there is an increase on a specific indicator, which has an impact on the contractual prices (e.g. social contribution percentage, allowances enforced by the law, etc.), no changes will be applied to the unit rates.

10.2 The currency of payment shall be the South African Rand (ZAR).

10.3 Upon submission of invoices by the Contractor, the Bank shall verify the invoices and effect the payment accordingly.
10.3.1 In case of any discrepancy, such information will be communicated to the contractor and payment shall be effected within thirty (30) days upon agreement by both parties.

10.3.2 The withholding by the Bank of any payment shall not affect the Contractor's obligation to continue performance under this Contract, provided that the Contractor shall in all events be entitled for payment for services provided in accordance with this contract.

10.4 Each payment shall be made by the Bank on the basis of an invoice submitted by the Contractor in one (1) original. Each invoice shall contain the Bank contract number as well as detailed banking instructions either requesting a check to be issued to the Contractor or stating – whenever an electronic transfer is required – the name and address of the Contractor’s bank, account number.

ARTICLE 11: Insurance

11.1 The Contractor shall provide and maintain insurance for an appropriate and adequate amount against public or third party liabilities for bodily injury or death or property damage arising from any operations or work carried out by the Contractor in order to comply with its obligations under the contract.

11.2 The Bank confirms that it has taken out and will at all material times in accordance with its applicable policies maintain appropriate insurance policies in respect of its properties to be guarded by the Contractor.

11.3 Both parties shall inform each other of insurance claims in relation to this contract in a timely manner.

ARTICLE 12: Confidentiality

12.1 Each Party acknowledges that all knowledge and information concerning the other Party, that may be acquired in connection with the performance of its obligations under this Contract, including, but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person, firm or corporation without the prior written consent of the other Party.

12.2 Each Party shall take all lawful measures available to it to prevent any other person and/or entity employed by it or within its control from disclosing or using any confidential or proprietary information of the other Party, to which it becomes privy, regardless of whether same was generated pursuant to this Contract. Each Party shall use its best efforts and take all reasonable steps necessary, including the execution of a confidentiality and non-disclosure agreement by its employees,
consultants, agents, and subcontractors to ensure that its employees, consultants, agents, and subcontractors fully comply with this paragraph.

12.3 Each Party shall be liable for any disclosure of confidential or proprietary information in breach of articles 17.1 and 17.2 by its directors, officers, consultants, agents, employees or subcontractors. Each Party acknowledges that any breach or threatened breach of articles 17.1 and 17.2 could cause irreparable injury to the other Party within a short period of time entitling the other Party to preliminary injunctive relief against any such action, which relief shall be in addition to and in no way in limitation of any and all other remedies, to which the other Party may be entitled.

12.4 The restrictions referred to in article 12.1 and 12.2 shall not apply to the information which:
   1) Presently is in the public domain;
   2) Hereafter becomes part of the public domain without any fault of the disclosing Party;
   3) Was in the possession of the disclosing Party at the time of signature of this Contract, as shown by written evidence; and/or is disclosed to the disclosing Party by a third Party at any time after conclusion of this Contract.

ARTICLE 13. Suspension of Contract

13.1 The Bank may at any time suspend the performance of the Contract or any part thereof, even for its convenience, by one month’s 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.

13.2 Suspension of the Contract shall not prejudice or affect the accrued rights or claims and liabilities of either Party to this Contract.

ARTICLE 14. Force Majeure

14.1 Neither Party shall be liable for a failure to perform any of its obligations under this Contract, if the Party concerned proves such failure was due to any impediment beyond its reasonable control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Contract or to have avoided or overcome it or its consequences.

14.2 The term “impediment”, as used herein shall include unforeseeable events, not within the control of either Party, such as, in particular, acts of God, laws or regulations, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, embargoes, civil disturbances insurrections, riots, epidemics, landslides, earthquakes, storms, lighting, floods, washouts and explosions.
14.3 If a Party considers that any such impediment has occurred, which affects performance of its obligations, it shall promptly notify the other Party giving full particulars in writing of such impediment, including its probable duration and its effect on the Party’s ability to perform. In the event the delay or failure subject of this clause extends for more than thirty (30) days after the notification, the Party able to perform shall have the right, by giving written notice to the non-performing Party, to terminate this contract.

ARTICLE 15. Termination of Contract

15.1 The Bank may terminate this Contract, and at any time, upon giving a notice in writing to the Contractor, after the occurrence of any of the events specified below:

a) if the Contractor does not remedy a failure in the performance of its obligations under the Contract, within the appropriate time period specified in the notice of failure of performance;

b) if the Contractor becomes insolvent or bankrupt;

c) if, as a result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days;

d) if the Bank, in its sole discretion, decides to terminate the Contract.

15.2 The Contractor may terminate this Contract, by not less than thirty (30) days’ written notice to the Bank, in case of failure by the Bank to perform any of its obligations.

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

15.4 Payment upon termination

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

2. If this Contract is terminated under Article 15.1, the Bank shall be liable only for payment, in accordance with payment provisions of this Contract, for the part of the Services actually performed prior to the effective date of termination.


16.1 The date of entry into force of this Contract is the date of signature of the contractor.
16.2 Any notice given by either of the Parties hereunder to the other party shall be sent in writing, or by facsimile confirmed in writing send the day after. The notices shall include the contract number.

Unless otherwise stipulated in this Contract, instructions, manuals, reports, invoices, notices and documents required to be submitted by the Contractor shall be addressed to:

The Director General  
Regional Directorate General - South  
339 Witch-Hazel Avenue  
Centurion 0157  
South Africa

Notices to the Contractor shall be addressed to:

16.3 The Contractor may not assign, transfer, pledge, subcontract or make other disposition of this Contract or any part thereof or of any of the Contractor’s rights, claims or obligations under this Contract, except with the prior written consent of the Purchaser.

ARTICLE 17. Corruption

17.1 The Contractor warrants that no employee of the Bank involved in the attribution of this Contract has received or will received directly or indirectly any kind of benefit or advantage from, or influence in another way by, Contractor or its affiliates for the award of the Contract or its implementation.

17.2 Any breach of this statement could result in a termination of the Contract and a prohibition to participate in any Bank’s contract whether for the Bank itself or the Bank’s funded projects.

ARTICLE 18. Modification

No changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by both Parties.

ARTICLE 19. Settlement of disputes

19.1 Any dispute, controversy or claim arising out of or in relation to this Contract or the breach, termination or invalidity thereof, that cannot be settled amicably, may be
submitted to arbitration by either party, in accordance with the UNCITRAL Arbitration Rules as at present in force.

19.2 The number of arbitrators shall be three. The appointing authority shall be the International Chamber of Commerce. The place of arbitration shall be Abidjan, Ivory Coast, and the language to be used in the arbitration proceedings shall be English. Either Party shall bear its own cost arising in connection with the arbitration and shall evenly share the cost for the arbitrator(s) and other common arbitration cost.

19.3 The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

19.4 Nothing in this article or in or relating to this Contract shall be deemed to constitute a waiver of any of the privileges and immunities of the Bank.

ARTICLE 20. Governing Law

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

ARTICLE 21. Severability

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

FOR THE BANK

Mailing Address  The African Development Bank
Regional Directorate General - South
339 Witch-Hazel Avenue
Centurion 0157
South Africa

Attention  Director General

FOR THE CONTRACTOR

Mailing Address  ........................................

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

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

SERVICE LEVEL AGREEMENT (SLA)

ADB/CTR/RDGS/2021/0026

FOR

PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR
SHORT TERM STAFF

BETWEEN

THE AFRICAN DEVELOPMENT BANK
REGIONAL DIRECTORATE GENERAL SOUTH - RDGS

AND

THE CONTRACTOR
THIS SERVICE AGREEMENT (the “Agreement”) is made this day of 2021 (the “Effective Date”)

Between:

1. AGENCY a limited company incorporated in the Republic of South Africa and having its principal office at) of the first part;

And

2. AFRICAN DEVELOPMENT BANK, an international organisation established by Agreement among its founding Member States, whose Regional Directorate General South is located at 339 Witch Hazel Ave, Eco Park, Centurion, South Africa (“ADB”), of the other part

(each of which may be referred to as a “Party” and collectively as the “Parties”).

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS MADE HEREIN and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, agree as follows:

1. CONFIDENTIALITY CLAUSE:

   A. The parties have entered or are about to enter into this agreement pursuant to which there will be other exchanges of information between their representatives, for the purposes of the provision to ADB by AGENCY of certain staff who shall be employed by …………….and supplied to ADB (the “Supplied Staff”).

   B. The Parties understand that their relationship is one of mutual trust and confidence and that, through discussions and other exchanges of information, each Party may gain access to information of the other. Each of the Parties agrees that it, and each of its officers, directors and employees will be legally bound by the terms of this Agreement, and shall maintain the confidentiality of all such information in accordance with this Agreement.

   C. Neither of the Parties shall, at any time or in any manner, directly or indirectly, use for its personal benefit, or divulge, disclose, or communicate in any manner any information that is proprietary to the other Party. AGENCY shall protect ADB’s proprietary information that may come into its possession as a result of this contract and treat it as confidential. AGENCY shall ensure that the Supplied Staff observe this contractual obligation on confidentiality, which will continue to be effective after the termination of this Agreement. Upon termination of this Agreement, AGENCY shall ensure the return to ADB of all necessary records, notes, documentation and other items that were used, created or controlled by AGENCY or the Supplied Staff during the term of this Agreement.
2. Background:

ADB needs staff for its Southern Africa Business Delivery office on short term tasks to be delivered for ADB.

Following enquiry by ADB, and the expression of interest by AGENCY with a view to providing such staff, AGENCY confirms that it can provide the required staff to ADB on the terms provided for in this Agreement.

3. Sourcing and Identification of Supplied Staff:

Supplied Staff must qualitatively match the specific job profiles provided by ADB. The process of sourcing for and identification of Supplied staff shall be carried out as follows:-

i. ADB shall identify the need for a staff and formally put in a requisition to AGENCY with a specific work profile;

ii. Within 5 working days of receipt of ADB’s requisition, …………… shall provide to ADB a shortlist of at least five candidates, including candidates recommended by ADB (if any), with copies of their CVs and applications. Such candidates could be from ADB’s or AGENCY database or already be in the Agency engagements/pool.

iii. AGENCY shall plan and organise for interviews, with panel members from both Parties.

iv. The candidate meeting the criteria set for the particular job shall be offered a AGENCY short-term agency contracts and seconded to ADB on terms (including the salary to be paid to them and the duration for which they shall be so seconded) to be agreed by both ADB and AGENCY.

v. The Supplied Staff shall be directly managed on a daily basis by ADB in whose premises the Supplied staff’s work station shall be located for the period he or she is seconded to ADB.

vi. Each Supplied staff will be eligible for 2 working days leave per calendar month during the period when he or she is seconded to ADB. However the leave shall be taken before the end of the secondment and shall under no circumstances be converted into remuneration. Leave to be taken by Supplied Staff shall be approved by ADB subject to the exigencies of duty.

4. Relationship of the Parties

It is understood by the Parties that AGENCY is an independent contractor with respect to ADB, and neither AGENCY nor the Supplied Staff shall be deemed to be employees of ADB. Except as provided herein, ADB shall not provide any fringe benefits, including health
insurance benefits, paid leave or any other employee benefit to AGENCY or the Supplied Staff.

5. **Indemnification**

AGENCY agrees to indemnify and hold harmless ADB from all claims, losses, expenses, fees and judgments that may be asserted against ADB that result from the acts or omissions of AGENCY, AGENCY employees and AGENCY agents.

6. **Specific and Immediate Support Areas:**

Notwithstanding the provisions of Sub-Clause (i) of Clause 3 of this Agreement, the parties acknowledge the following as the immediate need of ADB for Supplied Staff, for which AGENCY is expected to provide a shortlist, CVs and applications for processing, within five working days from the Effective Date:

1. **Administrative Assistants, IT**
   - Duties shall be performed under **Administrative Assistant** category

2. **Clerical Support**
   - Duties shall be performed under **Disbursement Clerk, team Assistant** category

3. **Secretaries**
   - Duties shall be performed under **Secretaries** category

4. **Drivers**
   - Duties shall be performed under **support staff level** category

7. **Service Agreement**

i. ADB will allocate manage and supervise the Supplied Staff on a day-to-day basis for delivery and overall performance.

ii. It is the responsibility of ADB to set, monitor and evaluate performance of the Supplied Staff, and communicate the same to AGENCY at the end of each secondment period.

iii. The Supplied Staff will be required to adhere to all the rules and regulations of ADB.

iv. AGENCY shall be responsible for guiding the Supplied Staff and ensuring that their performance is in line with their respective Terms of Reference/Job profiles on a
PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR RECRUITMENT OF
SHORT-TERM STAFF AT THE REGIONAL DIRECTORATE GENERAL SOUTH –
PRETORIA – SOUTH AFRICA

monthly basis. Where the Supplied Staff's performance is, in the opinion of the ADB, not satisfactory, AGENCY undertakes to replace that Supplied staff within a maximum of Ten (10) working days. Delays in replacing the non-performing Supplied Staff that are not reasonably justified may result in termination of this Agreement by the Bank.

v. Once the task for which a Supplied Staff is designated is completed, the said Supplied Staff shall be released back to AGENCY and the short-term contractual agreement with AGENCY shall apply.

vi. AGENCY shall be responsible for the application of taxation and other statutory requirements of Supplied Staff in line with applicable country legislations, as and when they fall due.

vii. The Parties recognize that ADB is tax-exempt in Kenya and shall not therefore be invoiced for, or liable to pay, any taxes, pursuant to this Agreement. ADB shall supply AGENCY with legal evidence of its tax exemption in South Africa.

viii. The AGENCY to be awarded the contract will be willing to take over from the incumbent the management of the existing seconded staff.

8. Payment & Payment Terms

i. The fees payable by ADB to AGENCY for the services to be rendered under this Agreement shall be as laid out in the following table:-

<table>
<thead>
<tr>
<th>Item</th>
<th>Category of Short Term Staff</th>
<th>Estimated market rate salary range</th>
<th>Statutory costs per supplied staff</th>
<th>Proposed Administrative Fees per supplied staff ZAR(VAT Excl.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GS7-GS8-Short Term Assistants-e.g. Administrative, IT support, Operations, projects, procurement, Finance etc</td>
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<tr>
<td>2</td>
<td>GS5-GS6-Seconded Secretarial/clerical-e.g Secretaries, Team Assistants, Clerks etc</td>
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<tr>
<td>3</td>
<td>GS3-GS4-Seconded Support Level-e.g Drivers, Messengers,</td>
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</table>
ii. Payments shall be invoiced as a total sum to ADB at the end of each month and AGENCY shall be responsible for the short-term contract staff payments. A breakdown of the total amount specifying the names of the concerned Supplied Staff will also be supplied together with the monthly invoice.

iii. Applicable taxation between the Supplied Staff and AGENCY shall be advised in the Supplied Staff’s short-term employment contract and effectively applied by AGENCY in accordance with Kenyan legislative requirements.

iv. Payments turn-around-time shall be within 30 working days.

9. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of South Africa

10. Settlement of Dispute

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

10.2 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.

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

10.3 The language to be used in the arbitral proceedings shall be English.

10.4 The seat or legal place, of arbitration shall be Pretoria, South Africa.

10.5 The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. Notwithstanding the provisions of the UNICTRAL Arbitration Rules, the arbitral tribunal shall not be authorized to take or provide and the parties shall not be authorized to seek from any judicial authority any interim measures of protection or pre-award relief against the other party.

10.6 Nothing contained in this Agreement 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.

11. No relationship created

Nothing in this Agreement shall be construed as establishing or implying any partnership, agency or joint venture relationship between the Parties, or authorize a Party to commit or bind the other Party in any way whatsoever without obtaining the other Party’s prior written consent.

12. Amendments in writing

No amendment or modification of any term of this Agreement shall be valid or binding on the Parties unless made in writing and executed on behalf of each Party by a duly authorized representative under addendum.

13. Duration, Termination and Renewals

13.1 This Agreement shall be in force for an initial period of three year, i.e. from the Effective Date to ………………………….. 20, with a possibility of renewal for a period of one year twice on similar or varied terms, subject to the mutual agreement of the Parties.

13.2 This Agreement may nevertheless be terminated in writing by either party by:-

i. giving one month’s notice in writing to the other Party in the event of termination due to unforeseen circumstances beyond the control of the Parties;
ii. giving seven days’ notice for non-performance of the other Party.

iii. without notice for gross misconduct or breach of the Agreement by the other Party.

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

For AFRICAN DEVELOPMENT BANK:

________________________________________

________________________________________

Date: ……

For CONTRACTOR:

________________________________________

________________________________________

Date: ………………..
## SECTION 10 – PERFORMANCE EVALUATION OF SERVICE PROVIDER

### PERFORMANCE EVALUATION OF SERVICE CONTRACT PROVIDERS

<table>
<thead>
<tr>
<th>SERVICE PROVIDER</th>
<th>PURPOSE OF CONTRACT</th>
<th>CONTRACT REFERENCE</th>
<th>DATE OF EFFECTIVENESS</th>
<th>EXPIRATION DATE</th>
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<tr>
<th>EVALUATION PERIOD</th>
<th>TOTAL MAXIMUM POINTS</th>
<th>OVERALL EVALUATION SCORE</th>
<th>OVERALL SCORE IN %</th>
<th>PERFORMANCE LEVEL</th>
<th>EVALUATED BY</th>
<th>APPROVED BY</th>
<th>CERTIFIED BY CGSP.2</th>
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**Very Good**: 90% and above  
**Good**: 81% to 89%  
**Satisfactory**: 70% to 79%  
**Poor**: 50% to 69%  
**Unsatisfactory**: 50% and below

### EVALUATION CRITERIA

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<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>COEFFICIENT (1-3)</th>
<th>RATING (1-10)</th>
<th>TOTAL SCORED</th>
<th>Maximum Possible Score</th>
<th>COMMENTS</th>
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<tbody>
<tr>
<td>I. PROVIDER’S CAPACITY</td>
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<td>1. CONTRACT SUPERVISION QUALITY</td>
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<td>2. COMPLIANCE WITH RULES</td>
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<td>3. COMPLIANCE WITH TIMEFRAMES</td>
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<td>4. SUPPLY</td>
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<td>5. HUMAN RESOURCES</td>
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<td>6. TECHNICAL RESOURCES</td>
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<td>7. MATERIAL RESOURCES</td>
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<td>8. APPROPRIATE MEASURES PROPOSED</td>
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<td>9. ANTICIPATION AND PROACTIVE HANDLING OF PROBLEMS</td>
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<td>10. PLANNING</td>
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</table>
11. COMPLIANCE WITH LOCAL LAWS
12. COMPLIANCE OF SERVICES
13. IDENTIFICATION OF SERVICE PROVIDER’S STAFF (uniform, badge etc)
14. MANAGEMENT EFFECTIVENESS
15. COST CONTROL
16. COMPLIANCE WITH STANDARDS
17. CAPACITY TO UPDATE SYSTEM INSTALLED
18. TIME FLEXIBILITY
19. COMPLIANCE WITH CONTRACT CLAUSES
20. COMPLIANCE WITH TOR/TECHNICAL SPECIFICATIONS
21. RESPECT FOR THE ENVIRONMENT
22. INNOVATION OF SERVICES
23. SKILLS TRANSFER, TRAINING

II. STAFF
1. AVAILABILITY OF CONTACT PERSON
2. NAME OF CONTACT PERSON
3. PERFORMANCE, QUALIFICATION, COMPETENCE OF STAFF
4. PUNCTUALITY
5. PROFESSIONALISM
6. CAPACITY TO ADAPT
7. RESPONSIVENESS
8. COMPLIANCE WITH INSTRUCTIONS
9. CONFIDENTIALITY
10. TIMELINESS
11. RESPECT OF THE WORK ENVIRONMENT
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<td>12. QUALITY OF COLLABORATION</td>
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<td>13. UNDERSTANDING OF WORK SOFTWARE</td>
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<td>14. CONDUCT/BEHAVIOR</td>
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<td>15. WORKING LANGUAGE</td>
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<td><strong>III. SERVICES</strong></td>
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<td>1. QUALITY OF SERVICE</td>
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<td>3. CLEANLINESS</td>
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<td>4. QUANTITY</td>
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<td>5. VARIETY</td>
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<td><strong>COMPLIANCE OF SUSTAINABILITY REQUIREMENTS</strong></td>
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<td>COMPLIANCE ON ECONOMY AS PER TOR</td>
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<td>COMPLIANCE OF ENVIRONMENTAL REQUIREMENTS</td>
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<td>COMPLIANCE OF SOCIAL ASPECTS</td>
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<td><strong>TOTAL</strong></td>
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