TENDER FOR THE SELECTION

SELECTION A SERVICE PROVIDER FOR THE HOSTING AND MANAGEMENT OF THE BANK NETWORK OPERATIONS CENTER

REF: ADB/RFP/CHGS/2021/0034

04 March 2021
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RFP Quality and Price – open competition

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SUMMARY DESCRIPTION

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

This Section is a letter from the Bank addressed to potential bidders inviting them to submit a proposal for the assignment. The LOI 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

“Instructions to Bidders” contains provisions that are to be used without modifications. 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 (TORs)

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 and evaluation of proposals

Section 6: Technical Proposal Questionnaire

This Section includes the forms for Technical Proposals 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 regarding eligible countries.

PART II – CONDITIONS OF CONTRACT

Section 9: This describes the resulting contract terms and includes as appendices the Specific Conditions (Appendix 9A), General Terms and Conditions for the Purchase of Goods and Services (Appendix 9B), the template Service Level Agreement (Appendix 9C) and the Code of Conduct (Appendix 9D).
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PART I – SELECTION PROCEDURES AND REQUIREMENTS

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


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

______________________________
Division Manager
Corporate Procurement Division
SECTION 2 - INSTRUCTIONS TO BIDDERS

GENERAL

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

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

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

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

CLARIFICATION OF THE PROCUREMENT PROCESS

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

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

7. Clarification of RFP
   7.1. A bidder requiring any clarification shall notify the Bank in writing at the details provided in the RFP Data Sheet and within the period for clarification in the RFP Data Sheet. Written copies of the Bank’s response (including the questions raised without identifying the source) shall be posted on the Bank’s website.
7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change to the RFP shall be raised at the earliest opportunity in writing at the details provided in the RFP Data Sheet and in any event no later than the deadline in the RFP Data Sheet. The Bank shall not consider any request to change the General Conditions.

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

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

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

8. Site Visit / Pre-Bid meeting

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

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

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

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

PREPARATION OF PROPOSALS

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

10. Language of Proposals

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

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

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

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

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

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

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

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

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

17. Samples and Inspection

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

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

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

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

20. Alternative Proposals - The Bank shall not consider any variation to its requirements (“Alternative Proposal”) unless expressly permitted in the RFP Data Sheet. If an Alternative Proposal is permitted, the Alternative Proposal shall be accompanied by a fully compliant proposal, i.e. one that meets the minimum technical requirements. The bidder shall quote the 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 check or a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank. Any proposal not accompanied by a substantially responsive bid security shall be rejected.
   27.3. The Bank may require bidders to extend the period of validity of a bid security. If the bidder does not extend the validity of the bid security, the bidder’s proposal shall be rejected unless the bidder submits a new bid security acceptable to the Bank before the expiration of the bid security.
   27.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the proposal and shall list all members of the joint venture.
   27.5. The bid security shall be returned to bidders or forfeited in the circumstances specified in the **RFP Data Sheet**.

**SUBMISSION AND OPENING OF PROPOSALS**

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

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

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

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

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

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

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

32.4. The following mention shall appear on each internal envelope:
   a) the RFP reference;
   b) the mention “Technical Proposal” or “Financial Proposal” as the case may be; and
   c) the name and address of the bidder.

32.5. The internal envelopes shall be placed together in a large single envelope called “external envelope” which shall be anonymous and carry the label in the RFP Data Sheet that should be photocopied and placed on the external envelope.

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

32.7. All pages of the proposal shall be numbered. Each copy of the proposal shall be bound in a single volume where practical. All documentation submitted with the proposal shall be bound in a single volume.

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

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

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

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

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

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

EXAMINATION OF PROPOSALS

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

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

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

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

37. Determination of Responsiveness

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

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

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

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

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

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

BID EVALUATION

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

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

AWARD OF CONTRACT

40. Award Methodology

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

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

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

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

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

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

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

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

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

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

47. Performance Security

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

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

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

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

48. Advance Payment

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

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

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

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

**FURTHER ASSISTANCE**

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

51. **Assistance** – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact [tender_assistance@afdb.org](mailto:tender_assistance@afdb.org) and quote the tender reference.
The numbering below refers to the appropriate numbering of the introduction

§ 1  Selection of a service provider for the Hosting and Management of the Bank Network Operations Center 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:

  Appendix 6A - Statement of Conformity: completed and signed

  Appendix 6H - Bid-Securing Declaration Form: completed and signed

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.

Eligibility Criteria: the majority of a bidder’s capital shall be held by nationals from a Member Country of the Bank.

Financial Standing: An average turnover of at least USD 120,000,000 for the last three years [2017, 2018, 2019 or the latest]. A bidder shall demonstrate current soundness of financial position and its long-term profitability.

General and Specific Experience: a bidder shall have a minimum of three (3) 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 90% complete) in the last seven (7) 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: tender@afdb.org. The request shall be received by the Bank no later than: March 15, 2021 12:00 AM, Abidjan time.

§ 8  Pre-bid meeting: The Bank shall organize a non-mandatory pre-bid meeting on March 10, 2021 10:00 AM, Abidjan time. Potential bidders can join the meeting by video or teleconference. Details about the conference will be provided upon request and the meeting minutes will posted on the Bank’s website. Questions for pre-bid meeting shall be submitted to tender@afdb.org. The pre-bid conference is a mandatory requirement: [NO] but recommended.

§ 10 Language of the Bid: The language of proposals and all correspondence is: English; however, considering the bilingual nature of the institution, proposals submitted in French will be considered.

§ 24  Bid Currency: The prices shall be expressed in US Dollar or any freely convertible currency

§ 25  The Bank’s requirement is divided into lots [NO]
<table>
<thead>
<tr>
<th>§ 26</th>
<th><strong>Bid Validity</strong>: The minimum period of validity of proposals is 120 days, from the deadline for submission of proposals.</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 27</td>
<td><strong>Bid security</strong> is required: YES, in the form of bid security declaration, see Appendix 6H in Section 6.</td>
</tr>
<tr>
<td>§ 28</td>
<td><strong>Bid submission deadline</strong>: The deadline for submission of proposals is <strong>March 26, 2021, 12:00 AM, Abidjan time.</strong></td>
</tr>
</tbody>
</table>
| § 31 | Proposals shall be submitted electronically: YES  
The link for electronic submission is: [https://eprocurement.afdb.org/irj/portal](https://eprocurement.afdb.org/irj/portal)  
**In order to submit a bid, Bidders must register using the link below:** [https://eprocurement.afdb.org/sap/bc/webdynpro/sap/zsup_reg_submit#](https://eprocurement.afdb.org/sap/bc/webdynpro/sap/zsup_reg_submit#) |
| § 32 | Proposals shall be submitted by mail, courier or hand delivery: [NO] |
| § 47 | Performance security is required: [NO] |
| § 50 | In addition to the User Manual for electronic submission available on the Bank’s website, bidders can obtain further support by sending an email to [tender_assistance@afdb.org](mailto:tender_assistance@afdb.org). |
SECTION 4 – SCOPE OF REQUIREMENT

1. Background
   1.1. The African Development Bank has decided to stop printing posters and pull-up banners which have been used in the past to internally advertise its events, promote its work and sensitize staff on key issues. This print-based system is not only obsolete (only print campaigns can be accommodated) but also costly (cost of printing and recycling of outdated material) and not efficient (no room for last minute announcements, space limitation for simultaneous campaigns).

   1.2. In order to communicate more efficiently internally, the Bank has procured digital screens placed at strategic locations in all its buildings in Abidjan, regional hubs and country offices. The screens will enable the Communication and External Relations Department (PCER) run a wide spectrum of information material: audio, video, infographics, news, social media, at reduced costs in comparison to print material.

   1.3. The screens management system procured by the Bank is an on-premise Digital Signage based on a Sony TEOS server. Contrarily to cloud-enabled solutions, this system does not allow external management of IP-enabled screens hosted inside the Bank’s IT networks. However, accessing Bank-hosted screens is possible through the Bank’s VPN (restricted access to registered users only).

   1.4. The Communication and External Relations Department is therefore seeking to recruit a specialized provider to operate a content network operation centre to remotely monitor digital screens located in the Bank’s headquarters and its five regional hubs, as well as its AfDB TV (an Android-based application streaming from YouTube playlists).

2. Objective of the Assignment
   2.1. The objective of the assignment is to ensure a smooth and flawless management of the Bank’s information screens, with dedicated technical and human resources.

3. Scope of Work
   3.1. The scope of work will include the provision (in the service provider’s premises) of an adequate technical infrastructure, skilled staff organized by shifts and a call management system as described below.

   3.2. Infrastructure Requirement to support on-premise and Cloud Digital Signage
      3.2.1. The service provider must be equipped with a dedicated infrastructure to monitor content running on the screens of its five regional hubs in 16:9 and 9:16 formats, as well as displays (mix of 16:9 and 9:16) to monitor what is screened in HQ (digital signage, AfDB TV and event management). A dedicated screen is required to manage the Sony TEOS server and cloud-based digital signage operation.

      3.2.2. Bandwidth: 600 mbps with 3 operators
            3.2.2.1. Display Infrastructure: 150 mbps
            3.2.2.2. Remote Content Managements: 300 mbps
            3.2.2.3. AfDB TV & Management: 150 mbps

      3.2.3. Terminal Access: dedicated terminal required to access from AfDB premises or Cloud to manage content

      3.2.4. NAS (4TB) and Cloud Storage (2 TB)
3.3. Operation and Services 24 Hrs x 5 regions
   3.3.1. Request Management
   3.3.2. Configuration Management
   3.3.3. Cloud Content Management
   3.3.4. On-premise Content Management
   3.3.5. Escalation Management
   3.3.6. Record Management
   3.3.7. Report Management
   3.3.8. Operation / content change tracking (who did what)

3.4. Description of shifts: 8 Hrs x 3 Shifts (3 technicians + 1 ad hoc manager)
   3.4.1. Shift A: 8 hrs Technical and Operation x 1 Operator managing all five regions + HQ
          (04h00 – 13h00 Abidjan time with one hour break)
   3.4.2. Shift B: 8 hrs Technical and Operation x 1 Operator managing all five regions + HQ
          (12h00 – 21h00 Abidjan time with one hour break)
   3.4.3. Shift C: 8 hrs Technical and Operation x 1 Operator managing all five regions + HQ
          (20h00 – 05h00 Abidjan time with one hour break)
   3.4.4. Single Point of Contact to manage all escalations: 8 up to 16 hours per month (Team
          leader / Manager, on an ad-hoc basis)

4. Tasks
   4.1. Assignment based on Ticket Management round the clock 24hrs x 5days
   4.2. Updating video content using TEOS Server and Digital Screen based on Cloud
   4.3. Schedule content based on requests by Multimedia Team
   4.4. Configuration management that includes Multiple Layout of Screens (on-Premise and on
          Cloud)

5. Expected Deliverables
   5.1. Implementation of each Ticket within 4 hours as a maximum. In case implementation faces
        issues or is impossible, escalation should happen with the same deadline: 4 hours after ticket
        reception.
   5.2. Weekly Ticket Status Report
   5.3. Monthly Ticket and Escalation Report: payment will be based on the Bank’s acceptance of
        the monthly tickets submitted to PCER

6. Expected Company expertise requirements
   6.1. Past experience of similar projects
   6.2. Experience in Digital Signage, Cloud-based digital Signage Project and Operation
   6.3. Mobile Apps Management Experience
   6.4. Remote Infrastructure Management experience
   6.5. Content Management (on-premise and Cloud) experience
   6.6. IT and Media Infrastructure to support Content Network Operation Centre

7. Team Composition and Qualification Requirements for the Key Experts
   7.1. Technician Qualification and Experience:
       Bachelor in Computer Science/IT/ Computer Engineering or Similar domain
       Minimum 3 Years Experience in NOC & Media Management domain
       Experience in Digital Signage, Cloud and Media workflow.
       Experience in Mobile Application and Multimedia Cloud Platform
7.2. Manager Qualification

Master in Computer Science/IT/Computer Engineering or Similar Domain
ITIL/Prince2/ PMP Certified will be advantage
Minimum 5 year experience in NOC and Media Management domain

8. Team Expertise on each Shift
- Content Management Application
- On-premise Digital Signage Sony TOES
- Cloud Application Screen Cloud
- Web TV Application
- Android / IOS Apps Support
- RSS & Web Application
- Hands-on Live Streaming & Transcoding Services
- Network Monitoring Tools
- System health status Tools

9. Reporting Requirements and Time Schedule for Deliverables
- Weekly Report: Every week Friday, 18h, Abidjan time
- Monthly Report: 1st week of next month
SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

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

2. 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.

3. A one-step process will be adopted in evaluating proposals. The selection of bidders will be based on technical quality only. Following evaluation of the pass/fail assessment, responsive offers will be subject to a technical analysis.

4. TECHNICAL EVALUATION

Proposals submitted in response to this RFP shall be evaluated by lot in accordance with the criteria outlined below:

EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>Category</th>
<th>Evaluation Sub Factor</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific experience relevant to the Assignment including past Performance</td>
<td>10 pts</td>
<td></td>
</tr>
<tr>
<td>a. The organization’s history of successful completion of projects;</td>
<td></td>
<td>2 pts</td>
</tr>
<tr>
<td>b. The quality of cooperation (with each other) of key individuals within your organization, and quality of cooperation and performance between your organization and its clients</td>
<td></td>
<td>2 pts</td>
</tr>
<tr>
<td>c. The organization’s specific past performance on prior similar efforts specified within this TOR. (List of reputable national and international companies and/or organizations clients) and/or (Information and any documents about similar projects by submitting list of previous and current contracts of similar nature within the last three years at least.)</td>
<td></td>
<td>6 pts</td>
</tr>
</tbody>
</table>

Overall Past Performance | 10 pts |

Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) | 35 pts |

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Technical approach and methodology: Understanding of the work, including creativity and thoroughness shown in understanding the objectives of the SOW and specific tasks, and planned execution of the project.</td>
<td></td>
<td>10 pts</td>
</tr>
<tr>
<td>b. Work plan: Evidence of specific methods and techniques for completing each discrete task, to include such items as quality assurance, and customer-service.</td>
<td></td>
<td>10 pts</td>
</tr>
<tr>
<td>c. Organization and staffing: Quality and effectiveness of the allocation of personnel and resources.</td>
<td></td>
<td>5 pts</td>
</tr>
<tr>
<td>d. Ability to address anticipated potential problem areas, and creativity and feasibility of solutions to problems and future integration of new processes and technology enhancements.</td>
<td></td>
<td>5 pts</td>
</tr>
<tr>
<td>e. Degree to which the offeror’s proposal demonstrates an understanding of logistics, schedule, and any other issues the Bank should be aware of.</td>
<td></td>
<td>5 pts</td>
</tr>
</tbody>
</table>

Overall Management Approach and Technical Capabilities | 35 pts |

Team Composition and Qualification Requirements for the Key Experts | 25 pts |

<table>
<thead>
<tr>
<th></th>
<th>Technician Qualification and Experience</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Bachelor in Computer Science/IT/ Computer Engineering or Similar domain</td>
<td></td>
<td>5 pts</td>
</tr>
</tbody>
</table>

01 BP 1387, Abidjan 01 Côte d’Ivoire, Tel : +225 20 26 29 71 – e-mail: tender@afdb.org - Internet: www.afdb.org
African Development Bank Group
Reference: ADB/RFP/CHGS/2021/0034
Hosting and Management of the Bank Network Operations Center

RFP Quality and Price – open competition

Certificate in Computer Science/IT/Computer Engineering or Similar domain 2 pts
b. 5 years Experience in NOC & Media Management domain 5 pts
3 years Experience in NOC & Media Management domain 2 pts
c. Experience in Digital Signage, Cloud and Media workflow. 3 pts
d. Experience in Mobile Application and Multimedia Cloud Platform 2 pts

Manager Qualification 10 pts
a. Master’s in computer science/IT/Computer Engineering 4 pts
Bachelor’s in computer science/IT/Computer Engineering 2 pts
b. 5-year experience in NOC and Media Management domain 4 pts
3-year experience in NOC and Media Management domain 2 pts
c. ITIL/Prince2/ PMP Certified 2 pts

Overall Qualifications and Experience 25 pts

Reporting and deliverables Planning 10 pts
a. Reporting: history of producing high-quality reports and other deliverables; history of staying on schedule and within budget 5 pts

Overall reporting and deliverables Planning 10 pts

Organizational Experience 20 pts
a. Evidence that the organization has current capabilities; and for assuring performance of this requirement. Evidence of supporting subcontractors, consultants and business partners will be considered 10 pts
b. Appropriate mix and balance of education and training of team members 10 pts

Overall Organizational Experience 20 pts

Total Weight 100 pts

4.1 Final Technical Score
4.2 Final Technical Score = 70% x Technical score + 30% x Demo score

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

Following the technical evaluation, the Bank shall notify the Bidders with the Highest Qualifying Technical Score, by e-mail that their proposals were accepted, by inviting him to negotiate its financial offer.

5. FINAL RANKING BY LOT
The bidders obtaining the Highest Qualifying Technical Score will be ranked first and eligible for further consideration.

6. FINANCIAL NEGOTIATION
6.1 Bidders with the minimum Qualifying Total Technical Score of 70 points shall be invited to negotiate their financial proposals.

6.2 The Bidders with the Qualifying Technical Score shall be notified of the opening of their financial proposal. The financial proposals shall be opened and checked for completeness and corrected for computational errors.

6.3 With each bidder, the negotiation shall examine the financial proposal, methodology of service delivery, proposal personnel and suggestions to improve service delivery. Special attention shall be paid to optimizing the required outputs from the bidder and to defining the inputs required from the Bank to ensure satisfactory performance.
implementation of the assignment. Any agreed changes will be reflected in the revised financial proposal which will form part of the contract. The negotiation shall be concluded with a review of the draft form of contract. The Bank and bidder shall finalize the contract to conclude the negotiation.

7. **AWARD OF CONTRACT**

The framework contracts shall be awarded to the qualified bidders whose proposal are the most responsive to the requirements in the RFP and with whom satisfactory price, terms and conditions have been agreed.

8. **POST-QUALIFICATION**

8.1 Prior to award of the contract, the Bank may undertake site visit to any prospective bidder’s office and carry out due diligence exercise, which may include, but need not be limited to, all or any combination of the following:

- Verification of accuracy, correctness and authenticity of information provided by the Bidder;
- Validation of extent of compliance to the RFP requirements and evaluation criteria based on the findings of the evaluation team;
- Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
- reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
- Physical inspection of the Bidder’s offices, branches or other places where business transpires, with or without notice to the Bidder;
- Other means that the Bank may deem appropriate, at any stage within the selection process, prior to awarding the contract

8.2 Prospective bidders should be ready to facilitate an on-site visit at the Client place with meetings with key stakeholders of the project.
SECTION 6 – TECHNICAL PROPOSAL QUESTIONNAIRE
Appendix 6A STATEMENT OF CONFORMITY

To the The African Development Bank

Abidjan, Cote d’Ivoire

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2021/0034 and have no reservation to the RFP including addendum issued;
(b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;
(c) We offer to provide the goods and services in conformity with the RFP;
(d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract;
(e) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;
(g) We understand that the Bank’s policy requires bidders and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;
(h) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;
(i) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
(j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;
(k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

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

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

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

Name __________________________ In the capacity of __________________________

Signature _______________________

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

Dated on ___________________________ Official Stamp
Appendix 6B  BIDDER INFORMATION SHEET

1. Bidder’s Legal Name:

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

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

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

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

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

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

(To be included in the Technical Proposal)

RFP Reference: ADB/RFP/CHGS/2021/0034

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

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

Bidder’s Legal Name: ___________________________  Date: ____________________

JVCA Partner Legal Name: ___________________________  No.: __________________

<table>
<thead>
<tr>
<th>Annual turnover data (construction only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
</tr>
<tr>
<td>2019</td>
</tr>
<tr>
<td>2018</td>
</tr>
<tr>
<td>2017</td>
</tr>
</tbody>
</table>

Services may be disqualified.]

<table>
<thead>
<tr>
<th>Financial Information (US$)</th>
<th>Historical information for the previous three (3) years (most recent to oldest in USD equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Total Assets (TA)</td>
<td>Year 2019</td>
</tr>
<tr>
<td>(2) Current Assets (CA)</td>
<td></td>
</tr>
<tr>
<td>(3) Total Liabilities (TL)</td>
<td></td>
</tr>
<tr>
<td>(4) Current Liabilities (CL)</td>
<td></td>
</tr>
</tbody>
</table>

Information from Balance Sheet
(5) Total Revenue (TR)
(6) Profits before Taxes (PBT)
Net Worth (1) – (3)
Current Ratio (2) / (4)
**Appendix 6C2  FINANCIAL RESOURCES**

RFP Reference: **ADB/RFP/CHGS/2021/0034**

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

<table>
<thead>
<tr>
<th>Source of financing</th>
<th>Amount (US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 6D PARTY TO JOINT VENTURE INFORMATION SHEET

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder’s Legal Name:</td>
</tr>
<tr>
<td>2.</td>
<td>JV’s Party legal name:</td>
</tr>
<tr>
<td>3.</td>
<td>JV’s Party Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>4.</td>
<td>JV’s Party Year of constitution or registration into a legally enforceable JV:</td>
</tr>
<tr>
<td>5.</td>
<td>JV’s Party Legal address in Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>6.</td>
<td>JV’s Party 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 Registration, Constitution or Incorporation of firm named and information on the capital structure.</td>
</tr>
<tr>
<td></td>
<td>A letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement and power of attorney nominating an authorized representative of the JV</td>
</tr>
<tr>
<td></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>
Appendix 6E QUALIFICATION (PASS/FAIL) ASSESSMENT

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

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

**STATEMENT OF CONFORMITY AND BID SUBMISSION FORM**

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

A power of attorney shall be attached, if applicable.

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

**ELIGIBILITY CRITERIA**

The bidder is from a member country of the Bank.

If yes, provide evidence, such as, articles of incorporation or registration of firm,
## PASS/FAIL CRITERIA

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

### Bidders Compliance Requirements

**Joint venture and any other form of partnership (JV)**

#### Single Entity

- **Joint venture and any other form of partnership (JV)**
  - Yes
  - No

#### All partners combined

- **All partners combined**
  - Yes
  - No

#### Each partner

- **Each partner**
  - Yes
  - No

#### At least one partner

- **At least one partner**
  - Yes
  - No

---

**Pass/.fail criteria**

- Memorandum of association (if available), information on the capital structure and legal status of the bidder.
- The goods and services offered are produced in a member country of the Bank.
- If yes, provide evidence, such as, operating license, information on origin of goods and services.
- The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS.
- The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation.
- The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums,
**PASS/FAIL CRITERIA**

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Joint venture and any other form of partnership (JV)</strong></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>Single Entity</strong></td>
<td><strong>All partners combined</strong></td>
<td><strong>Each partner</strong></td>
</tr>
<tr>
<td>payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.</td>
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</tbody>
</table>

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

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

### JV (if applicable)

<table>
<thead>
<tr>
<th>JV (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Existing or intended JV must meet requirement</td>
</tr>
<tr>
<td></td>
<td>Must meet requirement</td>
</tr>
<tr>
<td></td>
<td>N/A</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 of attorney for a PASS.

### FINANCIAL STANDING

See below
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
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<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The bidder has a minimum turnover of at least **120 000 USD 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?

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

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

If the laws of the bidders’ country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2017, 2018, 2019 or the latest].
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Bidders Compliance Requirements</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments?</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL AND SPECIFIC EXPERIENCE</td>
<td>See below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been in business for the past three (3) years].</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>If yes, provide evidence, such as, information on the bidder’s company (description, including a short history, business plan, services offered,</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Page 33 of 77
RFP Quality and Price – open competition

01 BP 1387, Abidjan 01 Côte d'Ivoire, Tel : +225 20 26 29 71 – e-mail: tender@afdb.org - Internet: www.afdb.org
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
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<td></td>
<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Single Entity

- Organizational chart, number of staff and list of current staff, number of years in business.
  Bidder has:

  - The bidder has experience in at least [two (2)] similar contracts providing Hosting and management of Network Centers within the last seven (7) years, which have been successfully or substantially completed (the contract shall be at least 90% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP.

  - Must meet requirement
  - Existing or intended JV must meet requirement
  - Must meet requirement
  - Must meet requirement for one specialism

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

#### 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.

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

---

RFP Quality and Price – open competition

01 BP 1387, Abidjan 01 Côte d’Ivoire, Tel : +225 20 26 29 71 – e-mail: tender@afdb.org - Internet: www.afdb.org
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
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<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
<td></td>
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<tr>
<td></td>
<td>Single Entity</td>
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<td></td>
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<tr>
<td></td>
<td>All partners combined</td>
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<td></td>
<td>Each partner</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders shall complete the litigation history form.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder is involved in litigation that represents more than 50% percent of the bidder’s net worth.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders shall complete the litigation history form.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>CONFLICT OF INTEREST</th>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Remarks (Accept/Reject for the next stage)
Appendix 6F LITIGATION HISTORY

Name of Bidder: ____________________________

RFP Reference: ____________________________

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

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

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

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

### Pending Litigation

- □□□ No pending litigation
- □ Pending litigation

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of Purchaser:</td>
<td>Contract description:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address of Purchaser:</td>
<td>Contract award date:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Matter in dispute:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix 6G CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

- Are you connected to a person employed by the Bank who is involved in the procurement process? This could be a personal or business relationship.
- Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?
- Are you an employee or stakeholder of the Bank?
- Has the Bank offered you a contract of employment in the last 12 months?
- Are you participating in more than one proposal in the procurement process?
- Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?
- Have you held a position in government in the last 3 years? For example, a ministerial position.
- Has a member of your family held a position in government in the last three years? This includes your spouse, parent, brother, sister or child.

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

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

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

Signed:
Duly authorized to sign this proposal for and on behalf of:
Dated on:
Appendix 6H BID-SECURING DECLARATION FORM

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

Bid No.: [insert number of bidding process]

To the African Development Bank

Headquarters
P.O. Box: 1387; BP 01
Abidjan,
Cote D’Ivoire

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

Curriculum vitae of proposed personnel

The Bidder will provide all the information requested below. Entries with an asterisk (*) will be used for the evaluation.

<table>
<thead>
<tr>
<th>Bidder’s Name:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Title*</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Personal information</th>
<th>Name*</th>
<th>Date of Birth</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Professional qualifications</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Current employer</th>
<th>Name of employer</th>
<th></th>
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<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Employer's address</th>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Contact (HR Officer)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax</td>
<td>E-mail</td>
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<thead>
<tr>
<th>Job held</th>
<th>Number of years with this employer</th>
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</table>

Summarize work experience in reverse chronological order. Indicate the relevant technical and managerial experience for the project.

<table>
<thead>
<tr>
<th>From*</th>
<th>To*</th>
<th>Company / Project / Position / relevant technical and managerial experience *</th>
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Other

Written and spoken languages
Computer skills
Appendix 6I (Bis)  PERSONNEL PROPOSED

The Bidder must provide the names of personnel with the required qualifications as required in Section III Evaluation and Qualification Criteria. The information concerning their experience must be indicated in the form below to be completed for each candidate.

<table>
<thead>
<tr>
<th></th>
<th>Job Designation</th>
<th>Name</th>
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<tbody>
<tr>
<td>1.</td>
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<td>6.</td>
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<tr>
<td>Etc.</td>
<td>Job Designation</td>
<td>Name</td>
</tr>
</tbody>
</table>
Appendix 6J  BIDDER’S EXPERIENCE

Reference: ADB/RFP/CHGS/2021/0034

General Experience

[Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the Terms of Reference included in this RFP. The Proposal must demonstrate that the Bidder has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement].

Page _______ of ________ pages

<table>
<thead>
<tr>
<th>Starting Month / Year</th>
<th>Ending Month / Year</th>
<th>Years*</th>
<th>Contract Identification</th>
<th>Role of Bidder</th>
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</thead>
<tbody>
<tr>
<td>___________</td>
<td>___________</td>
<td>___________</td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td>___________</td>
</tr>
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<td>___________</td>
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<td>___________</td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
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<td>___________</td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td>___________</td>
</tr>
<tr>
<td>Starting Month / Year</td>
<td>Ending Month / Year</td>
<td>Years</td>
<td>Contract Identification</td>
<td>Role of Bidder</td>
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<td>Contract name:</td>
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<td>Brief Description of the Service performed by the Bidder:</td>
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<td>Name of Client:</td>
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<td>Contract name:</td>
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<td>Brief Description of the Service performed by the Bidder:</td>
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<td>Name of Client:</td>
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<td>Address:</td>
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<td>Email:</td>
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</tbody>
</table>
# Appendix 6J BIS  SPECIFIC EXPERIENCE
Reference: ADB/RFP/CHGS/2021/0034

(Please complete one form per assignment)

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Approx. value of the contract (in current US$):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Duration of assignment (months):</td>
</tr>
<tr>
<td>Location within country:</td>
<td></td>
</tr>
<tr>
<td>Name of client:</td>
<td>Total No. of staff-months of the assignment:</td>
</tr>
<tr>
<td>Address:</td>
<td>Approx. value of the services provided by your firm under the contract (in current US$):</td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td>No. of professional staff-months provided by associated consultants:</td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Name of associated consultants, if any:</td>
<td>Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):</td>
</tr>
<tr>
<td>Narrative description of project:</td>
<td></td>
</tr>
<tr>
<td>Description of actual services provided by your staff within the assignment:</td>
<td></td>
</tr>
</tbody>
</table>

Name of Bidder: _________________________________
Appendix 6K PROPOSAL / METHODOLOGY / DESCRIPTION OF THE APPROACH / SOLUTION

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

The section should include:

(a) **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 providing details about its equipment, resources and partnerships.

(b) **Quality Assurance:** In this section Bidders should outline their proposed quality assurance methodology.

(c) **Complaints management:** describe the complaint management process, systems and procedures proposed, etc.)
SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE
Appendix 7A BID SUBMISSION FORM

To the African Development Bank
Headquarters
P.O. Box: 1387; BP 01
Abidjan,
Cote D’Ivoire

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2021/0034 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 ___________________________
<table>
<thead>
<tr>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost in USD</th>
<th>Total Cost in USD / Month</th>
<th>Total Cost in USD / Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technician/operator</td>
<td>Month</td>
<td>09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ad hoc Manager</td>
<td>Month</td>
<td>01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hosting of the network operation center</td>
<td>Month</td>
<td>01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management of the network operation center</td>
<td>Month</td>
<td>01</td>
<td></td>
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<tr>
<td>TOTAL excluding VAT and other taxes</td>
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</table>
SECTION 8  PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

ARTICLE 3:  ELIGIBILITY

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

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

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

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

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

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

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

3.3 In order to be eligible:

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

Services means all services except consulting services. For the purposes of this Directive “Consulting Services” refers to expert intellectual or advisory services.
Vendor means any Natural Person or Business that is in the business of selling or otherwise providing Goods, Services, Real Estate or Works.

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

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<tbody>
<tr>
<td>41. Sao Tome &amp; Principe</td>
<td>42. Senegal</td>
<td>43. Seychelles</td>
<td>44. Sierra Leone</td>
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<tr>
<td>45. Somalia</td>
<td>46. South Sudan</td>
<td>47. Sudan</td>
<td>48. Swaziland</td>
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<tr>
<td>49. Tanzania</td>
<td>50. Togo</td>
<td>51. Tunisia</td>
<td>52. Uganda</td>
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<tr>
<td>53. Zambia</td>
<td>54. Zimbabwe</td>
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<th></th>
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<tbody>
<tr>
<td>25. United Kingdom</td>
<td>26. United States of America</td>
<td>27. Ireland</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PART II – GENERAL AND SPECIFIC CONDITIONS
PART II – CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

YOUR OBLIGATION

4. Labour:

   4.1. Forced or Compulsory Labour: The Bank expects its suppliers to prohibit forced or compulsory labour in all its forms¹.

¹ This principle is set out in the ILO fundamental conventions, No. 29, Forced Labor, 1930, its Protocol of 2014 and No. 105, Abolition of Forced Labor, 1957.
4.2. Child Labour: The Bank expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.2

4.3. Discrimination: The Bank expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, gender, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place3. The BANK expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

4.4. Wages, Working Hours and Other Conditions of Work: The Bank expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the Bank and the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers must be complying with the proposal agreed by the Bank and should never be less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out4The Bank is entitled to verify the wages, working hours and Other Conditions of Work applied by its providers.

4.5. Health and Safety: The Bank expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health5.

4.6. Human Rights: The Bank expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses6.

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

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2 These principles are set out in the ILO fundamental Conventions, No. 138, Minimum Age, 1973 and No. 182, Worst Forms of Child Labor, 1999 and in the UN Convention on the Rights of the Child.
3 These principles are set out in the ILO fundamental Conventions, No. 100, Equal Remuneration, 1951 and No. 111, Discrimination (Employment and Occupation), 1958.
4 These principles are set out in ILO Conventions No. 95, Protection of Wages, 1949 and No. 94, Labor Clauses (Public Contracts), 1949 and in a number of Conventions addressing working time (see: http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.html)
6 These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see http://www.unglobalcompact.org/Issues/human_rights/index.html)
4.8. **Sexual exploitation**: Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the Bank. Prior to entering into agreements with the Bank, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the BANK. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for gender, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The Bank expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The BANK also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. Bank contracts will contain provisions concerning a supplier’s obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the Bank.

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

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

5. **Environment**:

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

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

5.3. **Wastewater and Solid Waste**: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities, for Bank related projects, are to be monitored, controlled and treated as required prior to discharge or disposal.

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

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

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

The Convention provides a framework for mine action, seeking both to end existing suffering and to prevent future suffering. It bans the use, stockpiling, production and transfer of anti-personnel mines. In addition, States that accede to the Convention accept that they will destroy both stockpiled and emplaced anti-personnel mines, and assist the victims of landmines (https://www.apminebanconvention.org/overview-and-convention-text/).
6. **Ethical conduct:**

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

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

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

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

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

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

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

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**You undertake to:**

7. **Act in good faith:**

7.1. execute Your obligations with the highest professional standard to the industry standards and practices in which you operate and in accordance with the provisions of the contract;

7.2. Refrain from any action that may represent reputational risk to us.

8. **Fulfil an advisory and partnership role:**

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

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

While enterprises are increasingly reflecting the principles that underpin international labor standards in their CSR policies, for the ILO it is important to emphasize the voluntary nature of CSR” (cf. [https://www.ilo.org/empent/Informationresources/WCMS_101253/lang--en/index.htm](https://www.ilo.org/empent/Informationresources/WCMS_101253/lang--en/index.htm)).
8.1. Exercise due care, diligence and skill in providing expert and advisory services, when required, on the implementation and performance of the goods, services and/or works under the contract.

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

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

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

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

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

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

**OUR OBLIGATION**

We will:

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

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

1.1 Constitution of Agreement

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

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

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

5.2 Representations

5.2.1 The Supplier represents and warrants that:

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

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

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

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

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

5.2.2 The Supplier declares that it is fully cognizant of and undertakes to comply with the Code of Conduct of the Bank regarding suppliers that is attached to the Agreement.

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

5.3 Performance of Agreement

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

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

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

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

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

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

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

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

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

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

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

5.4 Environmental Protection

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

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

5.5 Liability, Immunities and Applicable Law
5.5.1 The financial liability of the Bank under the Agreement shall not exceed the total amount specified in the Agreement.

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

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

5.6 Insurance

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

5.7 Documents

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

5.8 Changes to Agreement and Amendments

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

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

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

5.9 Taxes

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

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

5.10 Payment terms

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

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

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

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

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

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

5.10.4 Invoices shall contain the following information:

- Agreement number, description of goods or services, quantities, indicating bank address and account number, unit price per item, agreed additional costs, total price, make, model and serial number or part number of goods supplied. The bank address and account number where payment is required should also be indicated on the Invoice.

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

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

5.11 Inspection, Acceptance or Rejection

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

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

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

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

5.12 Warranty

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

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

(ii) In conformity with national or international technical, safety, health and environmental protection standards or recommendations;
(iii) Free from any defects in design, workmanship or materials.

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

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

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

5.13 Suspension

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

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

5.14 Termination

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

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

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

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

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

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

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

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

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

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

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

5.15 Audit

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

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

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

5.16 Liquidated Damages

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

5.16.2 The liquidated damages shall begin to accrue Penalties the day after the contract period of performance of the services has expired, without the need to notify the Supplier in writing of such default.

5.17 Liability

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

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

5.18 Intellectual Property and Confidentiality

5.18.1 The Supplier undertakes to indemnify and hold the Bank and its agents and principals harmless against any claim for infringement of intellectual property rights by the transfer or use of any of the goods or components thereof supplied by the Supplier to the Bank.

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

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

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

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

5.19 Dispute Settlement

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

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

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

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

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

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

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

5.20 Force Majeure

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

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

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

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

5.21 Severability

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

5.22 Packaging, Title and Risk of Loss for Goods

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

5.22.2 Title to all goods furnished under the Agreement shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to the Bank. Title will pass to the Bank on the earlier of the date of the payment for such goods or acceptance of the goods. The Supplier shall assume all risk of loss or damage for the goods until such time the title passes to the Bank.
SECTION 11 DRAFT FRAMEWORK AGREEMENT

AFRICAN DEVELOPMENT BANK

DEPARTMENT OF GENERAL SERVICES AND PROCUREMENT

DIVISION OF CORPORATE PROCUREMENT

FRAMEWORK AGREEMENT

BETWEEN

THE AFRICAN DEVELOPMENT BANK

(The “Bank”)

AND

………………………….

(The “Service Provider”)

N° ADB/CTR/CHGS/2021/0034
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FRAMEWORK AGREEMENT FOR THE HOSTING AND MANAGEMENT OF THE BANK NETWORK OPERATIONS CENTER

THIS FRAMEWORK AGREEMENT, hereinafter called "the Agreement", is entered into this XXXXXXXXX

BY AND BETWEEN

THE AFRICAN DEVELOPMENT BANK, an international financial institution, with headquarters at Avenue Joseph Anoma, 01 BP 1387 Abidjan 01, Cote d'Ivoire, , hereinafter called the “Bank” which expression shall where the context so admits include its legal successors in title, on the one hand,

AND

XXXXXX company incorporated under ……… law, registered in the Trade Register under number ……………, tax identification number ………., with its head office at ………………. (City), (Countryhereinafter called the “Service Provider” which expression shall where the context so admits include its legal successors in title, on the other hand.

“Parties” mean the Bank and Service Provider collectively and “Party” means any one of them, as the context may require.

WHEREAS the Service Provider has been selected following a competitive bidding process for the provision service related to editing, archiving, meta tagging and uploading African Development Bank,

i. The Bank through its Communications and External Relations Department (PCER) has decided to retain a provider the hosting and management of the Bank network operation center.

ii. Following a competitive bidding process, the Bank has retained the Contractor.

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

NOW THEREFORE the parties hereto agree as follows:
ARTICLE 1: SUBJECT OF THE AGREEMENT

5.1 The services to be performed by the Service Provider under this Non-Exclusive Agreement (hereinafter referred to as "Services") involves the hosting and management of the Bank network operations center, as set out in the Terms of Reference (hereinafter referred to as the "Terms of Reference") set forth in Annex I, which is an integral part of this Agreement.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The following documents shall constitute an integral part of this Agreement:

- Annex 1: Terms of Reference
- Annex 2: Technical/Financial proposals and Deliverables
- Annex 3: General Terms and Conditions for the Purchase of Goods and Services
- Annex 4: Code of Conduct of the Bank regarding suppliers
- Annex 5: Supplier Performance Evaluation Form

2.2 In the event of any ambiguity or conflict between this Agreement and the Contractual Documents, the order of precedence shall be this Agreement followed by the Contractual Documents in the order in which they are listed in Clause 2.1 above.

ARTICLE 3: DURATION

3.1 This Agreement is concluded and accepted by the parties for an initial period of one (01) year from the effective date, unless it is terminated earlier in accordance with the terms and conditions provided herein.

3.2 This Agreement may be renewed at the Bank’s discretion subject to satisfactory performance and the Bank’s needs, for an annual period, with a maximum of three (03) renewals.

ARTICLE 4: REQUESTS FOR SERVICES

4.1 This Agreement does not confer on the Service Provider any exclusivity to archive, meta tag and upload events’ photos insofar as it does not in any way oblige the Bank to systematically use the Service Provider's services. The Bank's use of the Service Provider's services, in accordance with the Terms of Reference (Annex 1) provided for indicative purposes, shall be carried out as need be on the basis of unit rates provided in the Contractor’s proposal.

4.2 Consequently, the Service Provider undertakes not to make claims on the Bank, under whatever circumstances, for compensation in the event of absence of orders for services.

ARTICLE 5: PAYMENT FOR THE SERVICES

5.2 The Service Provider shall submit an invoice after performance of each transaction. This invoice shall be presented for verification and payment in the currency of payment in accordance with the Order Form.

5.3 The Bank shall verify the invoice and reconcile any outstanding issues concerning the transaction with the Service Provider within seven (7) days from the date of receipt.

5.4 Prices shall remain in effect for the duration of the framework contract and in no case may be subject to adjustment.

ARTICLE 6: PAYMENT ARRANGEMENTS

6.1 In consideration for satisfactory performance, the Bank shall pay the Service provider the certified amount for each service successfully completed, on the basis of the pricing set forth in the Price Schedule in the Contractor Proposal. In the event of a withdrawal, the Bank may, upon written
notice to the Contractor, deduct or withhold any amounts invoiced in connection with such services from any amounts paid by the Bank.

6.2 The relevant Contract Price shall not be exceeded without a written Contract amendment executed by both Parties in accordance with Article 1.8 of the General Conditions of Contract. The Contractor shall not provide any services or incur any costs payable or reimbursable by the Bank, which may result in the exceeding of the relevant Contract Price and the Bank shall be under no obligation to pay any amounts to the Contractor in excess of the relevant Contract Price, without such a written Contract amendment.

6.3 The Contractor shall provide a written notice to the Bank when there are changes in the Contract Price.

6.4 The rates for the Services shall remain firm and fixed during the Term and the extended Term of the Contract.

6.5 Payment for services shall be effected upon presentation of an invoice issued by the Service Provider and accepted by the Bank, within thirty (30) days following reception of the invoice.

6.6 The Bank shall pay the amounts due by transfer to the bank account below:

   Name of bank:
   Account IBAN-number:
   Bank’s SWIFT-code:
   Account name:
   Bank address:
   Currency:

6.6 The Bank may also pay to any other of the Service Provider’s accounts that has been duly notified to the Bank and accompanied by the original of the bank identification statement. Any change of bank domiciliation shall be formally approved by the Bank.

6.7 The Contractor acknowledges and agrees that the Bank may withhold payment in respect of any invoice in the event that, in the opinion of the Bank, the Contractor has not performed in accordance with the terms and conditions of this Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

6.8 Payments made in accordance with this Article shall constitute a complete discharge of the Bank’s obligations with respect to the relevant invoices or portions thereof.

6.9 Payments effected by the Bank to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by the Bank of the Contractor’s performance.

ARTICLE 7 : PENALTIES

If the Service Provider fails to perform this Agreement or any part thereof within the specified time stated in this Agreement and the Purchase Order, the Bank may, without prejudice to any other remedy under this Agreement, deduct from the Purchase Order price, as liquidated damages, a sum equal to 5% of the service(s) amount not performed per day of delay. The Purchase Order shall be terminated when the total amount of the penalty reaches 10% of the purchase order value.

ARTICLE 8: BANK LIABILITY

The Bank shall only be liable for orders formally placed pursuant to a Purchase Order and services performed and accepted by the Bank.

ARTICLE 9: LIABILITY OF THE SERVICE PROVIDER

The Service Provider hereby undertakes that:

9.1 It shall perform the agreed services with care, diligence and efficiency, according to best practice
and in compliance with the Terms of Reference (Annex 1), to the satisfaction of the Bank.

9.2 It possesses the experience, capacities, equipment and material required for the performance of the agreed services.

9.3 It shall be fully responsible for the consequences of any error or omission on its part or any damage caused as a result of negligence on its part, in connection with the performance of the services.

9.4 It shall inform the Bank of any change in its legal situation (transfer, merger, bankruptcy, judicial liquidation, inter alia) that may have an impact on the implementation of this Agreement.

ARTICLE 10: INSURANCE

10.1 The Service Provider shall take out professional liability insurance from a reputable insurance company to cover the financial consequences of any liability that it may incur in the conduct of its activities within the premises entrusted to it, including bodily, material and immaterial damages resulting or not from the performance of the services or contractual commitments, caused to the detriment of the Bank and/or its employees.

10.2 In this respect, the Service Provider shall take out an insurance policy covering the contract duration for the following risks:

i) coverage in the event of damage to the property of others caused by acts or omissions of the Service Provider;

ii) coverage in the event of damage to property, premises, installations and equipment designated by the Bank: water damage, fire and explosion for which its agents or third parties may be responsible;

iii) coverage in the event of death or personal injury caused by acts or omissions of the Service Provider:

- For any person found on the service premises at the time the damage occurs.

iv) Theft and misappropriation committed to the detriment of the Bank by its agents or by any other person under the responsibility of the Service Provider, including sub-contractors and their employees, on Bank premises or in the goods storage area for which it has custody.

10.3 The certificate issued by the insurance company shall specify the amount of coverage for each policy and be submitted no later than thirty (30) days following the signing of the Agreement.

10.4 The Bank shall not be responsible for objects belonging to the Service Provider that are stored on its premises. It shall also be the responsibility of the Service Provider to insure against theft and misappropriation of its equipment and property within Bank premises.

10.5 The Bank shall reserve the right to require more extensive professional guarantees and larger amounts of capital if it considers the insurance policy coverage to be insufficient.

10.6 The Director of General Services and Procurement or any person authorized for this purpose may at any time request proof from the Service Provider of policies concerning the various guarantees subscribed in accordance with this Agreement, as well as certificates attesting that it has fulfilled its obligations with regard to the insurer. The Service Provider shall provide proof of insurance by issuing copies of the insurance policies, certificates and premium payment receipts.

10.7 In the event that the Service Provider fails to present a discharge of insurance attesting to the complete payment of its premiums, the Bank may terminate this Agreement.

10.8 The Service Provider shall be responsible for subscribing to medical and accident insurance policies to cover its staff involved in the performance of the services, in accordance with the regulations in force in Côte d'Ivoire and/or any other Country where the services are to be wholly or partially performed.

ARTICLE 11: WORKING HOURS

The Bank's service hours are: Monday to Friday from 08:00 to 12:00 and from 14:00 to 18:00. The Service Provider shall ensure that its agents comply with the above-mentioned schedules. A request may, however,
be made for the Provider's services outside the Bank's working hours, as may be deemed necessary. In that case, the Bank shall serve the Service Provider with advance notice.

ARTICLE 12: ACCESS TO THE BANK

Staff of the Service Provider shall be dressed irreproachably in a uniform compliant with the specimen submitted for approval by the Bank. It shall comply with the conditions of access to the Bank's premises, carry the Bank-issued badges in full view and present them to security officers at the latter's request. Staff shall not make fraudulent use of the badges, which in case of loss, shall only be replaced against the payment of production costs. Staff shall neither hinder nor disrupt activities within the various sites on which they will operate.

ARTICLE 13: SERVICE PROVIDER REPORTING AND EVALUATION

13.1 Periodic meetings shall be held at the Bank's premises. The meetings shall take stock of incidents or shortcomings noted during the period, to learn lessons and make necessary corrections.

13.2 Reporting

The Service Provider shall be required to submit to the Bank periodic reports and statistics (monthly, quarterly, half-yearly and annual) concerning its activities within the Bank, in order to allow for better monitoring/evaluation of services according to a format to be developed by the Service Provider and approved by the Bank.

13.3 Periodic Evaluation of Services

The quality of services shall be evaluated half-yearly according to criteria to be determined by the Bank based on the Terms of Reference, using the Supplier Performance Evaluation Form (Annex 5). Defects detected shall be immediately notified in writing to the Service Provider, as well as opportunities for improvement in order to meet the required standards and quality of service. Outcomes below those expected by the Bank shall expose the Provider to penalties ranging from formal notice to termination of the Agreement.

13.4 This evaluation shall not in any way affect the quality control of services, which is the responsibility of the Service Provider. Quality control shall be carried out on a day-to-day basis, if not in real time, by staff of the Service Provider. Moreover, the Service Provider shall report, and in detail, to the Bank, any unusual event occurring that may affect the performance of services.

ARTICLE 14: DECLARATION AND WARRANTY

14.1 The Service Provider declares and warrants that it has the experience, qualifications, and capabilities required to perform the above Services and to accomplish the duties and responsibilities as set forth in this Agreement, and that all information provided in connection with the required experience, qualifications, and capabilities is true.

14.2 The Service Provider declares and warrants that it complies with all applicable laws and regulations in its place of registration. During the period of this Agreement, the Service Provider undertakes to respect and take all necessary measures to comply with the laws and regulations in force in any place where all or part of the Services shall be performed. In particular, it declares to have paid the various taxes and social security contributions prescribed by the laws in force and is authorised to carry on its activities according to its trade register.

14.3 The Service Provider declares and warrants to the Bank that: (i) the execution of this Agreement, the performance of operations as set out in this Agreement and the performance of its obligations under this Agreement are not in violation or in conflict with or shall not result in the breach of any provisions, or give a third party the right to terminate any contract, whether an agreement, licence, franchise, or commitment to which it is a party and that is necessary for the performance of its obligations under this Agreement; and (ii) it owns and retains the authorisations, licences, permits, and deeds in due form, including all intellectual property or other rights necessary to fulfil its obligations. This paragraph shall continue to apply after the expiration or termination of this Agreement.
ARTICLE 15: MONITORING THE EXECUTION OF SERVICES

15.1 The person responsible for the Bank’s administrative, technical and financial supervision of this Agreement, as well as the proper performance thereof, shall be DIOUF NAFISSATOU. The Bank shall inform the Service Provider in writing in case it makes any change in this regard during the subsistence of this Agreement or any extension thereof.

15.2 The Service Provider shall designate a representative and notify the Bank in writing, to be responsible for coordination of the performance of the Services and to act as the principal liaison between the Bank and the Service Provider. In this capacity, the Service Provider’s representative shall be responsible for daily supervision and oversight of the Services and all communication between the Service Provider and the Bank. The Service Provider shall inform the Bank in writing in case it makes any change in this regard during the subsistence of this Agreement or any extension thereof.

ARTICLE 16: OUTSOURCING

16.1 The Service Provider may only subcontract part of its obligations, under its full responsibility, and after having requested in writing and obtained prior authorisation from the Bank. Notwithstanding any such consent given by the Bank, the Service Provider shall ensure that the subcontractor complies with the provisions of this Agreement and the purchase order and satisfactorily performs the services resulting from the subcontracting. The Service Provider shall remain fully responsible and shall be the principal obligor to the Bank for service quality.

16.2 Under no circumstances may the amount subcontracted cover the entire consideration under this Agreement.

ARTICLE 17 - COPYRIGHT, CONFIDENTIALITY AND PROPERTY RIGHTS

17.1 The Service Provider shall not at any time, without the Bank's written authorisation, disclose to any person or entity any confidential information made available for the purposes of performing the services or discovered by it in the process of the performance of the services, or make any public statement relating to this Agreement. All confidential information shall be considered as such by the Service Provider and its agents and remain the property of the Bank. The Service Provider and its agents may not use or make copies of confidential information for purposes other than the purpose of this Agreement. For the purposes of this Agreement “confidential information” shall mean all documents, statistics, reports, data and other information, in written, oral or other tangible form, transmitted, made available to, or created, compiled or prepared by the Service Provider, in the context, in relation to or under the present Agreement.

17.2 The Service Provider shall ensure the protection of confidential information, so as to preserve its confidentiality and prevent the misuse of such information and its access by unauthorized personnel and third parties. It shall make sure that confidential information is not used in an unauthorized manner.

17.3 The Service Provider’s obligations resulting from Paragraph 20.1 of this Agreement shall not be deemed to have been breached provided that the confidential information: (a) is disclosed by the Service Provider to its agents for the sole purpose of accomplishing its obligations or to exercise its rights under this Agreement; or (b) has fallen into the public domain otherwise than because of a breach of Paragraph 20.1. In the event that the Service Provider discloses confidential information in accordance with clause (a) above, the Provider shall (a) notify the recipient that the information is confidential information, and (b) shall not disclose confidential information unless the recipient undertakes to comply with the provisions of paragraph 20.1. In any case, the Service Provider shall notify the Bank (a) beforehand of its intention to disclose the information to its agents, and (b) of any breach of its confidentiality obligations, immediately after becoming aware of it.

17.4 The Service Provider shall not, without prior written authorisation by the Bank, publish, contribute to, or authorize the publication of any findings, recommendations or parts thereof, made during or as a result of the performance of the services, as well as the existence of this Agreement.
17.5 All proprietary rights and intellectual and industrial property documents, statistics, reports, data and other information, transmitted, made available to, or created, compiled or prepared by the Service Provider during the performance of services shall belong to the Bank. Such documents, statistics, reports, data and other information shall upon completion of the Services or at the end of this Agreement be immediately returned to the Bank. These working documents shall be sorted and indexed satisfactorily before being handed over to the Bank.

17.6 The Service Provider shall include the provisions of this Article in all subcontracts and consultancy contracts entered into or to be concluded for the performance of Services under this Agreement.

17.7 The provisions of this article shall continue to apply after the expiration or termination of this Agreement.

ARTICLE 18: TERMINATION

In addition to the grounds for termination under Section 1.14 of the General Terms and Conditions, the Bank shall terminate this framework Agreement without notice in the event of three rejections of delivery for poor quality and/or non-compliance with specifications contained in the Request for Quotations and Purchase Order.

ARTICLE 19: SETTLEMENT OF DISPUTES

Subject to Section 1.19 of the General Terms and Conditions, but notwithstanding Section 1.19.4 of the General Terms and Conditions, the arbitration will take place in Abidjan, Cote d’Ivoire, and shall be conducted in French. Arbitration costs shall be borne by the unsuccessful party. The parties pledge to respect the arbitration award issued in the context of this arbitration and to consider it as the final and definitive settlement of their difference, dispute or grievance.

ARTICLE 20: COMMUNICATION AND NOTIFICATIONS

20.1 Any communication, notification or submission of documents, notices, applications and requests required or authorized under this Agreement shall, with respect to the Bank, be addressed to the Division Manager, Corporate Procurement Division of the General Services and Procurement Department, or the official designated by the latter for that purpose. In the case of the Service Provider, all notices shall be addressed to the Managing Director or such officer duly authorised by it in writing to receive or act upon the same.

20.2 Any communication, notification, submission, notice, application or request shall be considered as duly given or received, when delivered by hand, mail, telegram, telex or facsimile to the party to whom it is intended, or at the address indicated below or at any other address that the parties have communicated in writing:

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<tr>
<th>FOR THE BANK</th>
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<td>African Development Bank</td>
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ARTICLE 21: SPECIAL PROVISIONS
Only the Director of the General Services and Procurement Department, or failing which, his duly authorized representative, shall commit the financial responsibility of the Bank for the signature of service or supply vouchers.

ARTICLE 22: EFFECTIVE DATE
This Agreement shall enter into force on the date of execution hereof.

ARTICLE 23: INAPPLICABILITY OF PROVISIONS
The invalidity, inapplicability or illegality of any provision of this Agreement (or any part of its provisions) shall in no way affect the validity, enforceability and legality of the other provisions.

ARTICLE 24: ORIGINALS
This Agreement may be signed in several duplicates, each constituting an original of the said Agreement. However, all the originals form one and the same Agreement.

ARTICLE 25: APPLICABLE LAW
This Agreement shall be governed by and interpreted in all respects in accordance with the laws of England.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names on the date first above written.

SIGNED for and on behalf of the

AFRICAN DEVELOPMENT BANK

Names:  

Title: Officer-in-Charge

   Corporate Procurement Division

Signature: 

Date:

SIGNED for and on behalf of 

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

Names:  

Title: 

Signature: 

Date: 

ANNEX 1  TERMS OF REFERENCE
ANNEX 2  THE TECHNICAL PROPOSAL
ANNEX 3  GENERAL TERMS AND CONDITIONS OF FOR THE PURCHASE OF GOODS AND SERVICES
ANNEX 4  CODE OF CONDUCT FOR THE BANK SERVICE PROVIDERS, SUPPLIERS AND CONTRACTORS
ANNEX 5  SUPPLIER PERFORMANCE EVALUATION FORM
### PERFORMANCE EVALUATION OF SERVICES CONTRACT PROVIDERS

<table>
<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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<td><strong>II. STAFF</strong></td>
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<td>4. QUANTITY</td>
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<td>5. VARIETY</td>
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<td><strong>TOTAL</strong></td>
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**EVALUATION CRITERIA**

Very Good: 90% and above
Good: 80% to 89%
Satisfactory: 70% to 79%
Poor: 50% to 69%
Unsatisfactory: 50% and below