

African Development Bank

General Services and Procurement Department

REQUEST FOR PROPOSALS (OPEN COMPETITION)

**ACQUISITION OF LEASED OFFICE PREMISES FOR
ETHIOPIA COUNTRY OFFICE**

REF: ADB/RFP/COET/TCGS1/2022/009

Launch Date: 12th September 2022

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SECTION I – LETTER OF INVITATION

1. The African Development Bank, hereinafter referred to as "AfDB" or "the Bank" by this Open Invitation to Bid, invites eligible Real Estate Agencies or Joint-Ventures or Landlords meeting the qualification criteria set out in these bidding documents, to submit their best bid in a sealed envelope **for the identification of office premises for the African Development Bank in Addis Ababa (Ethiopia)**, in accordance with the provisions of this Request for Proposals.
2. The bidders' bids must be submitted to the Bank according to the terms and conditions indicated in the **Bid Data Sheet** and within the time (date and time) required in this Open Invitation to Bid. The Bank's requirements are described in Section II.
3. The Bank is an 'AAA' rated regional multilateral development finance institution, established in 1963 with the mandate to further the economic and social development of African countries, individually and collectively. Its shares are owned by 80 member countries, including the 54 African countries and 26 non-African countries of the Americas, Europe and Asia.
4. The Bank's key functions include: i) using its resources to finance investment projects and programmes relating to the economic and social development of its Regional Member Countries (RMC); ii) providing technical assistance for the preparation and implementation of development projects and programmes; iii) promoting the investment of public and private capital for development in Africa; and (iv) responding to requests for assistance from RMCs to coordinate development policies and plans. As part of its operations, the Bank is also required to pay particular attention to projects and programmes that promote regional integration.
5. The Bank began its operations from its Abidjan (Côte d'Ivoire) headquarters on 1 July 1966. For the purposes of its activities, the Bank also has country offices in some of its RMCs, the list of which is available on the Bank's website www.afdb.org.
6. It should be noted that the information contained in the Bidding Documents is designed to help bidders complete and submit their bids. Bidders shall read the Bidding Documents carefully and ensure that the bids comply with the instructions. They shall also be required to complete and submit their Technical Proposals and Technical Proposal Forms (Section VI) and the Financial Proposal Forms (Section VII), in accordance with the Instructions to Bidders (Section II), the Bid Data Sheet (Section III), Description of the Terms of Reference (Section IV), Eligibility Criteria (Section VII) and the General Conditions for the Purchase of Goods, Services and Works and the Contract Model (Section IX and XI). The Bank shall evaluate the bids in accordance with the evaluation methodology criteria (Section V). The Bank shall not be bound by any other condition, except in writing.
7. Any eligible bidder interested in doing business with the Bank, shall register with the AfDB through its website at: <http://www.afdb.org/en/about-us/corporate-procurement/vendor-kiosk/>.
8. The documents indicated in the Bidding Documents (BDs) can be downloaded from the Bank's website at the following URL address: <http://www.afdb.org/en/about-us/corporate-procurement/>.
9. We look forward to receiving your bid and thank you for your interest in being a supplier to the African Development Bank.



09/09/2022

KAN PIERRE KOUACOU
Officer-in -Charge, Operations & Maintenance Division

SECTION II - INSTRUCTIONS TO BIDDERS

OVERVIEW

1. **Eligibility of Bidders, Goods and Services** – The goods and services acquired by the Bank must be produced in one of its member countries and supplied by bidders of a member country, as indicated in the AfDB Presidential Directive governing its corporate procurement operations. The Bank’s eligibility criteria, as defined in the aforementioned Directive, are set out in the RFP.
2. **Procurement Ethics, Integrity, Anti-corruption and Fairness**
 - 2.1. It is the Bank’s policy to require its bidders/suppliers to observe the highest professional ethics in the award and execution of contracts. In pursuance of this policy, the Bank shall reject a bid if it determines that the bidder, or any of its staff, agent, consultant, subcontractor or service provider is directly or indirectly guilty of “corruption” or has engaged in “fraudulent”, “collusive”, “coercive” or “obstructive” practices in competing for the contract in question. These terms shall be as defined in the General Conditions and Contract Model. The Bank may also declare a bidder ineligible for participation in future procurement and award of contracts, for a stated period of time or indefinitely.
 - 2.2. Any bidder/supplier who offers a benefit of whatever nature to Bank staff shall be considered as trying to influence the procurement process. The Bank shall reject the bid if it determines that such benefit has actually been offered.
 - 2.3. All bidders/suppliers shall be required to comply with the Code of Conduct for suppliers set out in the General Conditions and Contract Model.
3. **Conflict of Interest** – The bidder must not be in a situation of conflict of interest that would call into question the bidder’s participation in the procurement process and award of contract. Bidders must indicate, in the form provided for this purpose, the actual or potential conflicts of interest and report on them during the performance of the contract. All bidders that are found to have conflicts of interest shall be disqualified.
4. **Joint-Venture**
 - 4.1. When a joint venture (JV) or partnership formula is proposed, the bidders must provide all the details relating thereto, and on the nature of the relations with other members of the JV. The bidders forming a JV must designate an authorised representative (by presenting a power of attorney signed by a duly authorised representative of the JV), who shall be authorised to carry out all operations for and on behalf of all members and to sign contracts. Each member must meet the eligibility criteria, as defined in the Presidential Directive.

The JV must not consist of more than four members. At least one of the members must provide 40% of the amount of turnover indicated in the Bid Qualification Criteria and Conditions, and each other member must provide at least 20% of the said amount.

- 4.2. All members shall be jointly and severally responsible for the performance of the relevant contract.

CLARIFICATION OF THE PROCUREMENT PROCESS

5. Bidders shall be solely responsible for the costs and risks of obtaining the necessary information to prepare bids and conclude the contract.
6. **Modification of Bidding Documents** – The Bank shall reserve the right to modify the content of BDs without being liable to bidders. Any such modification shall be posted on the AfDB website. Bidders must ensure that they are aware of any modification and take it into account in preparing their bids.

7. Clarification of Bidding Documents

- 7.1. A prospective bidder requiring any clarification on BDs shall contact the Bank in writing, indicating the details set out in the **Bid Data Sheet** (BDS) and within the period required for clarification. Copies of the Bank's response (including issues raised without indicating the source) shall be posted on the Bank's website.
- 7.2. If the bidder feels that one of the provisions of the BDs is unacceptable, he must submit a written request, as soon as possible, using the process described in the **BDS** and, in all cases, before the deadline indicated on it. **The Bank shall not take into account any request to change the General Conditions.**
- 7.3. The Bank shall decide, at its sole discretion, to accept or reject change requests. The Bank's response shall be binding on bidders.
- 7.4. Any bidder who contacts any member of Bank staff, directly or indirectly, in relation to the procurement (except staff specified in the **BDS**), shall be disqualified.
- 7.5. The Bank shall not respond to any query or request received after the deadline indicated in the **BDS**.

8. Site Visit/Pre-Bid Meeting

- 8.1. If provided for by the **BDS**, bidders shall be invited to visit the site and attend a pre-bid meeting. The purpose of the meeting shall be to clarify various issues and answer questions on all matters relating to the Bank's requirements. The costs of the site visit and the pre-bid meeting shall be borne by the bidder.
- 8.2. Bidders must submit their questions in writing to the address indicated in the **BDS**. The requests must reach the Bank no later than one week before the deadline for submission of bids.
- 8.3. If the **BDS** provides that it is mandatory for bidders to visit the site and attend the pre-bid meeting, those wishing to submit a bid shall be bound to visit the site and attend the pre-bid meeting. In this case, the Bank shall not consider bids from bidders that did not take part in the visit and the meeting.
- 8.4. The minutes of the meeting (including the text of the questions raised, without any precise indication on the source, and the Bank's response) must be posted on the Bank's website.

PREPARATION OF BIDS

9. **Bidding Costs** – Bidders shall bear all the costs associated with the preparation and submission of their bids. The Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. **Language of Bid**
 - 10.1. The bid, as well as any correspondence and documents relating thereto exchanged between the bidder and the Bank shall be written in the language specified in the **BDS**. Bids presented in a language other than that specified in the BDS shall be disqualified.
 - 10.2. Any documents and literature provided by a bidder in a language other than that specified in the **BDS** must be accompanied by a certified translation of its relevant passages in that language indicated in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. **Subcontractors and Service Providers** – Bidders shall identify potential subcontractors, who will play an important role in the bidder's services in performing the contract. The Bank shall reserve the right to ask subcontractors for the same information as for bidders.
12. **Documents Comprising the Bid** – The bids shall comprise the following documents duly completed and supported by the required documents and information:

- Technical Proposal Form; and
 - Financial Proposal Form.
13. **Statement of Conformity, Bid Submission Form and Price Schedule** – Bidders must sign the Statement of Conformity and the Bid Submission Form and complete the Price Schedule. Forms must be completed without any alterations to their format and content. No other replacement form shall be accepted.
14. **Publicity Material** – Unless expressly authorised in the BDs, bidders must not attach brochures or marketing or promotional documents to the bids. Publicity brochures shall not be accepted as answers to questions. Bidders must respond fully to the questions in the BDS.
15. **Meeting the Bank’s Requirements**
- 15.1. Unless otherwise provided, bidders must meet the Bank’s requirements within the prescribed deadline for submission of bids.
- 15.2. Bidders’ shall respond in sufficient detail and provide evidence and supporting documents to enable the Bank to determine if the bidder has the required skills, experience, knowledge and expertise to perform the contract satisfactorily.
16. **Mandatory Requirements** – The Bidding Documents may include mandatory requirements. The classification of a requirement as mandatory gives an indication of its significance to the Bank. A bid that does not meet any mandatory requirement shall be rejected for non-compliance.
17. **Inspection**
- 17.1. If provided for in the BDs, the Bank shall conduct an inspection/visit of the bidder’s goods, services and installations during the procurement process. Such inspection/visit shall not relieve the bidder of its obligations under the contract. The Bank shall provide to bidders all the details of possible inspections/visits. The Bank shall not be responsible for the expenses incurred by the bidder for such inspections/visits.
18. **Demonstration** – If provided for in the BDs, the Bank may require bidders to provide a life demonstration of the proposed solution. The bidder shall provide the demonstration free of charge and the Bank may not be liable for any damage or loss of bidders’ property in connection with the demonstration.
19. **Sustainability** – The Bank shall commit to manage its activities in an ecologically and socially responsible manner. The Bank wants to collaborate with suppliers and encourage them to execute contracts in the same way. Bidders shall be encouraged to specify how they intend to incorporate **environmental and social considerations**, if awarded the contract.
20. **Alternative Bids** – Unless otherwise indicated in the **BDS**, the Bank shall not consider any change in its requirements (“alternative bids”). Where an alternative proposal is authorised, it must be accompanied by a compliant bid, i.e. one that meets the minimum technical requirements. The bidder must indicate the price of the compliant bid and separately specify the technical characteristics, methodology and the price adjustment that can be proposed if the alternative bid is accepted. The closest equivalent functional bid or the closest standard shall be retained as the alternative solution. Only the alternative bid of the successful bidder shall be considered.
21. **Acceptance of General Conditions and Contract Model** – It must clearly be understood that by submitting a bid in compliance with the Bidding Documents, a bidder shall be considered as having accepted the General Conditions and Contract Model. Any bid that does not meet these conditions shall be rejected for non-compliance.

22. **Taxes** – The prices quoted must be net of all applicable taxes, including duties, fees, charges or indirect taxes, such as customs duties, recognising that, by virtue of its status as an international organisation, the Bank is exempt from the payment of any direct or indirect taxes, in accordance with Article 57 of the Agreement establishing the Bank. If the bidder is unable to quote or invoice prices exclusive of applicable taxes, such taxes must be mentioned separately in the schedule or the invoice.
23. **Bid Prices**
- 23.1. Unless otherwise specified in the contract, the prices indicated by bidders must include labour, supervision, equipment, transport, insurance, profit, general risks, responsibilities and obligations, in accordance with the explicit or implicit provisions of the contract.
- 23.2. The Bank shall award the contract based on the profitability of the investment, taking into account the cost throughout the life of the project (life-cycle costs of goods and services, collection, sorting, transportation, destruction, recycling, warranty, training, insurance).
24. **Currency of Bid** – Prices must be expressed in the currency indicated in the **BDS**. Bidders must express the prices in the same currency.
25. **Lots** – If the Bank’s requirement is divided into separate units (“lots”), bidders may submit a bid for one or several lots, unless otherwise indicated in the **BDS**.
26. **Period of Validity of Bids** – Bids shall remain valid for the period specified in the **BDS**. Bids valid for a shorter period shall be rejected for non-compliance. The Bank may require bidders to extend the period of validity of their bids. If the bidder fails to do so, its bid may be rejected. The bidder granting the request shall not be required to modify its bid.
27. **Bid Security**
- 27.1. If provided in the **BDS**, the bidder must provide, as part of its bid, a bid security in the amount, form and validity period specified in the **BDS**.
- 27.2. The bid security must be in the form of a certified cheque or guarantee issued by a bank based in an AfDB member country and accepted by the latter. Bids not supported by a responsive bid security shall be rejected.
- 27.3. The Bank may require bidders to extend the period of validity of the bid security. If the bidder does not extend the period of validity, its bid shall be rejected, unless it submits a new bid security acceptable for the Bank before expiry of the initial security.
- 27.4. The bid security of a Joint-Venture (JV) shall be in the name of the JV submitting the bid and mention the names of all its members.
- 27.5. The bid security shall be returned to bidders or forfeited in the circumstances specified in the **BDS**.

SUBMISSION AND OPENING OF BIDS

28. **Deadline for Submission of Bids**
- 28.1. The Bank shall not consider any bid submitted beyond the deadline set in the **BDS**. It is the responsibility of bidders to ensure that their bids are received on time by the Bank.
- 28.2. The Bank may, at any time, extend the deadline for submission of bids without incurring any liability to bidders.
29. **Late Bids** – The Bank shall not consider any bid received after the deadline for submission of bids. Any bid received by the Bank after the deadline shall be declared late and rejected.

30. **Bids Rejected by the Bank** – The bids rejected by the Bank shall be destroyed or returned to bidders, at their expense, if they so wish.
31. **Bids Submitted Electronically via the AfDB e-Procurement Portal.**
- 31.1. If provided for in the **BDS**, bids may be submitted electronically via the AfDB e-Procurement portal.
- 31.2. Bidders shall obtain guidance on submitting bids electronically in the Users' Manual of the AfDB e-Procurement portal.
- 31.3. The Bank shall reserve the right to request the original of any form, document or authorisation submitted electronically by bidders.
32. **Bids Submitted by Mail, Courier or Direct Delivery**
- 32.1. If so specified in the **BDS**, bids may be submitted by mail, courier or direct delivery.
- 32.2. Bids must be sent to the Bank in a sealed envelope (**supported by the technical proposal form and the financial proposal form in separate sealed envelopes**) to the address indicated in the **BDS**.
- 32.3. Bidders must submit **one original and three copies of their bid (as well as one original and three copies of attachments, appendices and annexes)**; the original bid shall be duly marked "original" and each of the four copies marked "copy". The technical proposal (one original and four copies) and the financial proposal (one original and four copies) must be enclosed in two separate sealed envelopes ("inner envelopes").
- 32.4. Each inner envelope shall bear the following:
- a) Bid reference;
 - b) The mention "Technical Proposal" or "Financial Proposal", as the case may be, and
 - c) The bidder's name and address.
- 32.5. The inner envelopes must be placed together in a large single envelope called 'outer envelope', which shall be anonymous and bear the **photocopied label of the BDS**.
- 32.6. The alternative bids shall be prepared, sealed, labelled and distributed according to the instructions in this paragraph and clearly identified as "alternative bids".
- 32.7. The pages of the bid must be numbered. Each copy of the bid must, whenever possible, be presented in a single volume. All documentation attached to the bid must also be presented in a single volume.
- 32.8. The person or persons who signed the bid must initial all the pages of the bids carrying the corrections.
- 32.9. In case of direct delivery, the bid must be submitted at the indicated address during AfDB working hours (8 a.m. – 12 noon and 2 p.m. – 6 p.m. from Monday to Friday, except for public holidays respected by the Bank). Delivery in any other Bank office shall be at the bidder's risk and shall not constitute delivery on time.
- 32.10. **Modification/Withdrawal of Bids** – Bidders may modify or withdraw their bids prior to the deadline for submission. They shall not be authorised to modify or withdraw them after the deadline for submission.
- 32.11. **Bids Submitted Electronically via the AfDB e-Procurement Portal** – Bidders shall obtain guidance on modifying and withdrawing their bids in the Users' Manual.
- 32.12. **Modifications Necessitated by Errors or Omissions** – The errors or omissions that are most often found in the bids, as well as the treatment given to them, are as follows:

- a. Error in the addition of prices: if there is an error in the total of a group of items or in the total amount of the bid, the unit prices shall be authentic.
- b. Plausible errors in price: The Bank shall not be liable for price errors made by the bidder, as the latter shall be liable for these errors. If it accepts them, its bid shall be evaluated. Otherwise, the bid shall be disqualified.

32.13. Bids Submitted by Mail, Courier or Direct Delivery – Requests for modification or withdrawal must be prepared, sealed, labelled and distributed in accordance with the provisions of Paragraph 32 and accompanied by a note signed by an authorised representative. They must be clearly marked “modification” or “withdrawal”.

33. Bid Opening – Bids shall be opened as soon as possible after the deadline for submission. The bid opening report shall be made available as soon as possible on the Bank’s website.

EXAMINATION OF BIDS

34. Confidentiality and Disclosure of Information – The Bank shall commit to make public all information in its possession, unless there is a compelling reason to preserve its confidentiality, in accordance with the policy on Disclosure and Access to Information. Bidders must notify the Bank if the information provided is confidential and must not be disclosed. The Bank shall strive to maintain the confidentiality of information and evaluation of bids. The Bank shall reserve the right to disclose the information at its disposal, in accordance with its policy on Disclosure and Access to Information.

35. Clarification of Bids

35.1. In order to facilitate the examination and evaluation of bids and the selection of bidders, the Bank may, at its discretion :

- Require the bidder to clarify any part of its bid;
- Require the bidder to provide further information or documentation;
- Undertake site visits to bidders; or
- Contact the references provided by the bidder.

35.2. Clarifications provided by a bidder in the absence of a request from the Bank shall not be considered. No change in the price or substance of the bid shall be sought, offered or permitted. If a bidder does not provide the requested clarification, the bid shall be evaluated as submitted.

36. Determination of Responsiveness

36.1. The Bank’s determination of the bid’s responsiveness shall be based on its content, as defined in the Bidding Documents. A substantially responsive bid shall be one that meets the requirements of the Bidding Documents, without material deviation, reservation or omission.

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

36.2. A material deviation, reservation or omission, if accepted, shall be one that:

- Affects in any substantial way the scope, quality or performance of the Schedule of requirements specified in the Bidding Documents;

- Limits in any substantial way, inconsistent with the BDS, the Bank's rights or the bidder's obligations under the proposed contract; or
- If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

36.3. The Bank shall examine the technical bids to confirm that all requirements have been met.

If a bid is not substantially responsive to the requirements of the BDS, 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

37. **Conversion into a Single Currency** – For the purposes of evaluation, the Bank shall convert all the prices into Units of Account (UA) by applying its average monthly floating rate for the month in question (deadline for submission of bids).
38. **Acceptance or Rejection of Bids** – The Bank shall reserve the right to accept or reject any or all bids, cancel the procurement process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.
39. **Correction of Arithmetical Errors:** The financial proposals of bidders shall be checked for completeness, and corrections made to arithmetical errors.

AWARD OF CONTRACT

40. **Award Methodology**
- 40.1. The Bank shall evaluate the bids in accordance with the evaluation criteria and methodology.
- 40.2. The Bank may examine the bids with the successful bidder in order to improve them and specify their content. Under no circumstance shall the Bank change its requirements.
41. **Contract Award**
- 41.1. By publishing these Bidding Documents, the Bank shall not be bound to award a contract for any or part of the requirements.
- 41.2. The Bank shall reserve the right to award the contract for only part of the requirements. Bidders shall indicate if they do not accept a contract for part of the requirements.
- 41.3. If the requirements are divided into lots, the Bank shall reserve the right to award the contract to a single bidder to meet all the requirements.
- 41.4. The Bank shall reserve the right to increase or reduce the volume of goods and services, generally up to a limit 20%, without changing the unit price or other contract conditions.
42. **Best and Final Offer** – Following the evaluation of bids, the Bank may decide to obtain Best and Final Offers from qualified bidders, whose bids are substantially responsive to the requirements. If such a decision is taken, 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 letters of regret to unsuccessful bidders.
44. **Debriefing Session** – Unsuccessful bidders have the right to be debriefed upon request to the Bank within seven (7) days from the date of receipt of the letter of notification.

45. **Challenge of the Award** – This process shall not be open to companies that did not bid, or to bidders whose bid was found to be unresponsive or whose bid was submitted late. The bidder shall send its protest in writing to the CHGS Director, within seven (7) days following receipt of the letter of notification or the debriefing session, to the following email address: corporateprocurementcomplaint@afdb.org.
46. **Contractual Relations** – Contractual relations shall be governed by the General Conditions and Contract Model and shall include a description of the goods/technical specifications/terms of reference, and the successful bidder's technical and financial proposal. **No other condition formulated at any time by the bidder shall be included in the contract.**
47. **Performance Security**
- 47.1. If provided in the **BDS**, the successful bidder shall furnish a performance security in accordance with the duration, amount and form stipulated in the **BDS**. The performance security must be in the form of a bank guarantee issued by a bank located in a member country of the Bank and acceptable by the Bank.
- 47.2. The amount of the performance security shall be returned to the bidder, in accordance with the General Conditions and Contract Model.
- 47.3. Failure by the successful bidder to meet the requirements relating to the performance security, shall constitute sufficient grounds for annulment of the decision to award the contract, without any right of action against the Bank.
- 47.4. In lieu of the bank guarantee, the Bank may retain 10% of the contract amount that will be returned to the bidder, in accordance with the General Conditions and Contract Model.
48. **Advance Payment**
- 48.1. If provided in the **BDS**, the Bank shall provide advance payment to the bidder subject to a maximum amount not to exceed 30% of the total contract sum. The advance payment request shall be accompanied by a guarantee from an insurance company or a bank located in a member country of the Bank and acceptable by the latter. The advance payment guarantee shall be in the form specified in the **BDS**.
- 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 of payments due to the successful bidder, as set out in the General Conditions and Contract Model.
- 48.4. The advance payment guarantee shall be returned to the bidder as set out in the General Conditions and Contract Model.
49. **Defects Liability Period and Retention Fee** – If provided in the Bid Data Sheet, the Bank shall retain 10% of the contract amount until the end of the defects liability period. This is the pre-determined period after completion of the project when the successful bidder is responsible for making good any faults which appear and which are due to defective materials, services or works. The defects liability period shall set out in the General Conditions and in the Contract Model. The Bank shall pay the successful bidder the retention fee, as set out in the **BDS**.

FURTHER ASSISTANCE

50. **Authorised Representative** – Bidders shall designate two authorised representatives to serve as intermediaries between them and the Bank. The Bank shall consider that the representative is authorised to act on behalf of the bidder, which is bound by his decisions.

SECTION III – BID DATA SHEET

The numbering below refers to the appropriate numbering of the introduction	
§ 1	The goods and services to be provided are described in Section IV.
§ 1	<p>To qualify for this contract, bidders (including each partner of a joint-venture or partnership, subcontractors) must meet the following qualification criteria:</p> <p>Eligibility of Bidders, Goods and Services: Goods and services acquired by the Bank must be produced in a member country of the Bank and supplied by bidders based in a member country of the Bank.</p> <p>Eligibility Criteria: The bidder shall not, under normal circumstances, be eligible if any of the situations described in the <i>AfDB Presidential Directive on the Rules Governing Corporate Procurement</i> apply.</p>
§ 2	<p>The list of debarred companies is available at the following link: http://www.afdb.org/fileadmin/uploads/afdb/Documents/Project-related/Procurement/List%20of%20Debarred%20Entities.pdf</p>
§ 7	<p>Requests for clarifications and/or the request to modify the Bid Invitation shall be submitted in writing by electronic mail, at the address: TENDER-CHGS1@AFDB.ORG The request must be received by the Bank no later than 19th September 2022.</p>
§ 8	<p>The site visit by the Bank to the selected properties and the pre-bid meeting to explain the bid requirements: [NO].</p>
§ 9	<p>The language of the bid and all correspondences shall be: ENGLISH</p>
§ 10	<p>Alternative bids are accepted: NO</p>
§ 20	<p>Prices shall be expressed in ETHIOPIA Birr (ETB), net of tax and customs duty, or United States Dollars (USD)</p>
§ 24	<p>This contract is divided into lots: NO Bidders may submit a bid for one or several lots: NOT APPLICABLE</p>
§ 25	<p>The minimum validity period for bids is 120 days from the deadline of submission of bids.</p>
§ 26	<p>A bid security is required: YES, in the form of a Bid-Securing Declaration (in accordance with the model attached in the Bidding Documents)</p> <p>The bid-securing declaration shall be valid for twenty-eight (28) days after the bid validity period.</p>
§ 27	<p>The deadline for submission of bids shall be: 28th September 2022 at 3 p.m. (Addis Ababa local time)</p>

§ 28	<p>The Bidder must provide the following documents to its Bidding Documents, to establish conformity of the Services with the Bidding Documents:</p> <p><u>Technical Proposal</u> <i>All the forms of Section VII. Bidding Forms, duly completed (Appendix A-F).</i></p> <p><u>Financial Proposal</u> The Bidder should attach the following documents to its financial proposal: A Bid Submission Form fully completed, stamped and signed (using the format recommended in <i>Section VIII - Appendix A and B</i>)</p>
§ 32	<p>The bids shall be transmitted by post, express courier service, hand delivery by a carrier or by email: YES</p> <p>The bids shall be received in (5) copies (1 original and 4 copies) before the expiry of the deadline for submission of bids in a sealed external envelope containing two separate internal envelopes: one containing the technical bid and labelled "Technical Proposal" and the other containing the financial bid and labelled "Financial Proposal", and the outer envelope must carry the following information:</p> <p>African Development Bank Group (AFDB) Get-House Building, 7th & 8th Floor Kirkos Sub City, Kebele 20/21 House No 056 Addis Ababa - ETHIOPIA</p> <p>Phone : (+251) 115 546 336</p> <p>KEEP SEALED UNTIL THE DATE OF BID OPENING Reference : ADB/RFP/COET/TCGS1/2022/ 009 – ACQUISITION OF OFFICE PREMISES FOR ETHIOPIA COUNTRY OFFICE</p> <p>Closing date and time for the Bid Invitation: 28th September 2022 at 3 p.m., Addis Ababa time.</p>
§ 46	A performance security shall be required: NOT APPLICABLE
§ 47	Advance payment shall be provided to the successful bidder, in case requested by the successful: NOT APPLICABLE
§ 48	The Bank shall retain 10% of the contract sum until the end of the defects liability period: NOT APPLICABLE

SECTION IV – DESCRIPTION OF GOODS AND SERVICES

ACQUISITION OF OFFICE PREMISES FOR AFRICAN DEVELOPMENT BANK ETHIOPIA COUNTRY OFFICE

Description of goods and services

The African Development Bank, Ethiopia Country office, desires to lease new office premises that shall be modified through designs done by selected Bank's Architects and outfitted by the contracted building construction company or the Landlord's construction firm to conform with the workspace standards and design guidelines of the Bank.

List of Goods and Services

Currently the Bank is interested in leasing the office premises and buildings that shall be converted to the taste and image of the Bank.

Technical Specification

The Bank targets real estate with high quality, state of the art systems, acceptable accessibility and architectural designs that are structurally sound and environmentally friendly. The objective is to provide Bank staff with a secure and conducive work environment at a reasonable cost that reflects the Bank's identity.

The following will be considered;

- a) Location and zone classification (business, institutional or residential);
- b) Suitability of the site security level;
- c) Availability or proximity of city infrastructure, water, waste-water, telecommunication, electricity, housing, hotel accommodation, schools etc.;
- d) Functionality of safety, security and evacuation systems;
- e) Adequacy of space, with a net **floor area of between 1300 and 1700 sqm.**
- f) Quality of the building structure;
- g) Quality of architectural and environmental designs;
- h) Sufficiency of car parking space,
- i) Flexibility of remodelling the space and partitioning;
- j) Appropriateness of energy saving installations;
- k) Efficiency of the building in terms of redesign, operation and maintenance;
- l) Acceptability of administrative requirements of the vendor/owner;
- m) Obtainability of construction permit or occupancy clearance
- n) Obtainability of property title and relevant proof of ownership.
- o) Evidence of having designed the building to good environmental considerations;
- p) Provision of "As-Is" architectural plans for the buildings, electricity and plumbing systems.

Drawings

The bidders shall provide architectural plans (preferably in electronic format) and titles of the premises and buildings. The Bidder shall provide proof of the material used in construction of the building.

Service Standards and other standards

The Bidder shall provide all documentation that proves the premises title to the owner, as well as the architectural plans, all to be provided timely during the bid submission.

Mandatory requirements

The mandatory inspection of shortlisted premises will **commence on a date to be communicated by the Bank** and the Bidder's presence at his/her site (for the purposes of inspection of the premises) is required. The actual times and dates of the inspection will be communicated to the bidders whose premises would have passed the Bank's pass/fail assessment.

Sustainable Procurement

The bidder should demonstrate how the premises will be delivered in an environmentally and socially responsible manner.

SECTION V – TERMS OF REFERENCE

ACQUISITION OF LEASED OFFICE PREMISES FOR ETHIOPIA COUNTRY OFFICE

A. INTRODUCTION AND CONTEXT

The African Development Bank, Ethiopia Country office, desires to lease new office premises that shall be modified through designs done by selected Bank's Architects and outfitted by the contracted building construction company or the Landlord's construction firm to conform with the workspace standards and design guidelines of the Bank.

These terms of reference aim to provide detail of the requirements of the Bank to establish a contract with a reputable company specializing in real estate rental and management services or Landlord. The expectation of the Bank in relation to the Real Estate Agent or the Landlord are indicated in Section B and C below respectively:

In addition, any owner with a building meeting the criteria may submit a bid that will be duly considered as indicated in section C

A. **PROPERTY REQUIREMENT**

The surface area of the office space is estimated at between 1300 and 1700 sqm to be located in the Addis Ababa business administrative center. These premises shall house the Country Office of the African Development Bank in Addis Ababa, ETHIOPIA.

B. SCOPE OF SERVICES (OFFER BY REAL ESTATE AGENT)

The scope of services to be provided by the selected real estate company, shall include the search, identification, preselection, evaluation and valuation of the properties. The Bank is interested in a high-quality property, including state-of-the-art building construction systems, good accessibility of premises and structurally adequate and environmentally friendly architectural designs. The aim is to provide AfDB staff members with a safe and supportive working environment reflecting the Bank's identity, at a reasonable cost.

During the evaluation of the properties, the Bank shall examine the following factors: (1) location and classification of the area (commercial, institutional or residential area, administrative area, area close to International Institutions etc.); (2) adequacy of the site security level; (3) availability of municipal infrastructure: water, sanitation facilities, telecommunications, electricity, housing, hotels, schools, etc. ; (4) possibility of building or implementing safety, security and evacuation systems; (5) adequacy of space and capacity of the building in sqm; (6) quality of the structure; (7) quality of the architectural and environmental designs; (8) sufficient parking space; (9) flexibility in the partitioning of space; (10) adequacy for the installation of energy saving solution; (11) efficient and easy operation and maintenance of the building; (12) acceptance by the service provider or the owner of the Bank's administrative requirements with respect to its rules and procedures; (13) possibility of obtaining building permits or occupancy permits; (14) land title ownership.

The Bank shall entrust to the recruited real estate agency specific missions in relation with its requirements. To this end, the agency shall take into account the needs of the Bank expressed in this document to enable it to successfully fulfil these requirements. This information relates to the desired

location, the surface area, and technical installations related to the factors listed above. The missions of the real estate agency in this search are as follows:

- On the basis of the type of real estate sought by the Bank and criteria issued, the real estate agent will list the properties it has identified indicating the surface area, cost and geographical location;
- Submit the results of its search to the Bank, in a detailed report that highlights the Bank's criteria. The Bank shall reserve the right to choose the bid it has deemed acceptable; and
- Represent the Bank's interests during property inspections and production of inventories of plant and equipment within the selected property prior to Bank's entry into the premises, and submit relevant reports to the Bank for signature.

The detailed services required by the Bank from the Real Estate Agent are as follows:

Phase 1: IDENTIFICATION OF NEW OFFICE PREMISES

- Identify potential properties and provide the Bank with photos and other details.
- Contact property owners/developers and advise of interest by the Bank team to visit and inspect their properties in the near future.

Phase 2: FACILITATE PROPERTY INSPECTIONS BY AfDB'S DUE DILIGENCE TEAM

- Coordinate dates and times for inspections of identified properties by Bank team
- Provide Bank team with technical information of the properties to be visited, including anticipated rentals and dates of availability
- Accompany Bank team to view and inspect premises and guide the inspection process
- Coordination of due diligence and security check of identified premises. The Estate Agent must assist the Bank team to obtain proof of ownership and related documents on the property from the landlord or property developer.
- The Estate Agent must also assist the Bank team to conduct a security check of the property as well as its immediate surroundings.

Phase 3: LEASE NEGOTIATION AND CONTRACT REVIEW

- If selected, assist in drafting and/or finalizing the lease agreement. The attached lease agreement will serve as a basis for negotiation.

Phase 4: SIGNING OF THE LEASE AGREEMENT

- The Estate Agent will facilitate quick review and conclusion of the lease discussions between the Bank and the landlord, and produce minutes of all meetings to be signed by both parties.
- The Estate Agent will work with the landlord and the Bank to ensure that the Bank obtains a reasonable rent-free grace period (of at least three (3) months) to facilitate fit-out of new premises.
- Proposals offering three or more months grace period will score higher financially as per Clause B of the Appendix 5F (Financial Evaluation).

Phase 5: OCCUPATION OF NEW PREMISES AND HANDOVER OF CURRENT PREMISES

Time frame – is dependent on availability of new premises for Bank's occupancy

- Coordinate the disconnection of utilities such as electricity, gas, water etc. at the old premises and connection/registration of utilities at the new premises. Contracts for the provision of utilities and/or maintenance of the building/technical equipment at the old premises are to be properly terminated.
- Coordinate dismantling, transportation and installation of equipment from old to new premises, under the Bank's close supervision.
- Oversee handover of the property to the Bank upon entry into the new premises and the provision of keys etc.
- Supervise the handover of the Bank's current office premises to the current landlord and ensure all lease obligations are adhered to, including the handover of the premises, keys, etc. to the current landlord.
- Ensure that any legal documents/obligations required to ensure smooth entry into new premises are provided and duly completed in accordance with local regulations.

FEES

In view of the foregoing, we request you to kindly submit your technical Proposal and agency fees, in accordance with custom in Ethiopia for the services requested.

This Proposal must specify, in accordance with the practice in Ethiopia, the number of rent months requested as agency fees in the event of choice of premises that meet the Bank's criteria and signing of a lease contract between the two parties.

It should be specified the Bank shall not pay for property identification, site visits and property inspections. In this regard, the Bank specifies that the payment of agency fees will only occur in the event of signature of a lease contract between the Bank and one of the lessors for which your agency has served as intermediary for the identification of premises and facilitated the visit of the latter. To this effect, a service contract shall be signed between the Bank and your agency to facilitate your payment. The Bank will provide a copy of the service contract to the successful Estate Agent.

C. SCOPE OF SERVICE (OFFER BY THE LANDLORD)

In the case an offer is submitted directly by a landlord, the Bank will not pay agency fees. The property owner has the option of contracting the services of a reputable agent who will then engage with the Bank. In either case, the Bank will only deal with one party out of the two options mentioned above. The party that has the capacity to sign the contract will sign the lease agreement with the Bank.

Phase 1: IDENTIFICATION OF NEW OFFICE PREMISES

- Prepare photos and other details based on the property/properties that the landlord has made available.

Phase 2: FACILITATE PROPERTY INSPECTIONS BY AfDB'S DUE DILIGENCE TEAM

- Coordinate dates and times for inspections of the proposed building by Bank team
- Provide Bank team with technical information of the properties to be visited, including anticipated rentals and dates of availability
- Accompany Bank team to view and inspect premises and guide the inspection process
- Provide the necessary information to facilitate the due diligence and security check of the proposed building if selected by the Bank. The Landlord must demonstrate and provide proof of ownership and related documents on the property.
- The Landlord should facilitate the security check of the property as well as its immediate surroundings.

Phase 3: LEASE NEGOTIATION AND CONTRACT REVIEW

- If selected, finalize the lease agreement. The attached lease agreement will serve as a basis for negotiation.

Phase 4: SIGNING OF THE LEASE AGREEMENT

- The Landlord will be available for successful and swift conclusion of the lease discussions between the two parties.
- The Landlord will provide a reasonable rent-free grace period (**minimum 3 months**) to facilitate fit-out of new premises.

Phase 5: OCCUPATION OF NEW PREMISES AND HANDOVER OF CURRENT PREMISES

Time frame – is dependent on availability of new premises for Bank's occupancy

- Connection/registration of utilities at the new premises
- Allow the Bank's entry into the premises and the provision of keys etc

SECTION VI – EVALUATION CRITERIA AND METHODOLOGY

EVALUATION METHODOLOGY

1. The bids shall be examined to determine if they meet the eligibility and qualification criteria. Bids determined to meet the qualification criteria shall be considered for the next stage. The other bids shall be rejected. The qualification form is set out in **Appendix D**.
2. Subsequently, the bids shall be evaluated in **two stages**. The bids shall be classified according to the technical score (Ts) and the final score (Fs) using weighted coefficients (T = the coefficient attributed to the technical bid, **70%**, F = the coefficient attributed to the financial bid, **30%**).
3. The final score shall be calculated as follows:

$$\text{Final score (FS)} = (\text{Ts} \times 70\%) + (\text{Fs} \times 30\%)$$

A. TECHNICAL EVALUATION

1. Technical proposals deemed to meet the qualification criteria shall be evaluated according to the criteria in the evaluation grid below.
2. **Bidders must obtain a minimum of 70 points from the evaluation of technical proposals to be eligible for financial evaluation. Bidders that have not obtained the minimum required score shall be eliminated.**
3. Bidders that have obtained the minimum required technical score shall obtain a copy of the report of opening of the financial bids. The financial bids shall be opened and verified to ensure that the file is complete and correct possible arithmetical errors.
4. The technical evaluation shall be carried out by a Committee at the end of the site visits.

TECHNICAL EVALUATION

The relevant and pre-defined criteria that appear in the table below shall guide the selection of technically qualified premises to house the future offices of the Bank.

		Points	Score
Surface area	<p>The targeted net surface area is between 1300 and 1700 m²</p> <ul style="list-style-type: none"> • The building with a net surface area between 1300 and 1700m² will earn 10 pts • The net surface area of less than 1300 sqm or more than 1700 m² will attract a penalty of 1 points for each 10m². For evaluation purposes, the surface shall be rounded off to the nearest 10m². • A building with an area less than 1200 sqm or more than 1800 sqm, will be rejected 	10	

Location	<ul style="list-style-type: none"> Classification of the area (commercial, institutional or residential area). Accessibility, neighbourhood, including proximity to ministries and government institutions, Banks, housing, hospitals, hotels, restaurants and other amenities that can be accessed by staff. (5 points) 	5	
Utilities	<ul style="list-style-type: none"> Availability of municipal infrastructure: water, sanitation facilities, telecommunications and electricity 	5	
Security aspects	<ul style="list-style-type: none"> General Security of the area, safety and security of buildings, safety and security for bank vehicles – availability of basement parking, perimeter fencing, surveillance system, fire escape systems. Easy access into the building and availability of access for the physically challenged (access ramp) 	20	
Technical quality	<ul style="list-style-type: none"> State of the structure, level of finishing, architectural design, adequate parking space, electricity network, energy consumption, air-conditioning system, materials used. <i>A building with less than 50 parking slots will lose two points.</i> Flexibility in the partitioning of space Availability of as built drawings/ designs in electronic format. 	20	
Environmental aspects,	<ul style="list-style-type: none"> Efficient and easy operation and maintenance of the building (plumbing repairs, electrical repairs, AC repairs, external cleaning and drainage of storm water) Adequacy of the installation of energy saving solution etc. Presence of natural lighting and fresh/natural air Provision of National Environmental Management or Environmental Building Clearance Certificate 	10	
IT needs	Ease of installation of data network, (Fibre) terrestrial and mobile telephone network. Ease of installing a 500kg and 3.4m-diameter VSAT antenna on the roof of the building. The structure and slab of the building should not only support the weight of the VSAT antenna but also the wind force.	10	
Legal requirements	<ul style="list-style-type: none"> Proof of ownership document, copy of the land title or certificate of ownership of the premises (for individuals or companies). Copy of the company registration certificate (for firms) or National ID/Passport for individuals) Tax clearance certificate for the company or evidence of regular payments of property taxes according to the legal requirements of the country. Payment of property insurance against fire, floods etc. if required by the country, or evidence that the building is insured against fire and other risks. 	20	
	TOTAL TECHNICAL SCORE (Ts)	100	
	REMARKS (PASS OR FAIL)		

B. FINANCIAL EVALUATION

Adjustment of financial proposal

For evaluation purposes, proposals that offer a satisfactory grace period will have their financial offers adjusted as follows:

For each month of grace period offered, the financial offer will be reduced by the amount of rent corresponding to the grace period offered.

Financial Proposals shall be evaluated using the following formula. The bidder or bidders with the lowest financial Proposal (Fm) will be awarded a score of 100 points. The financial scores of other bidders (F) shall be calculated as follows:

$$F_s \text{ (financial score)} = 100 \times F_m / F$$

(F = amount of the financial bid converted into the common currency).

C. FINAL CLASSIFICATION

The bidder with the highest final score shall be ranked first and declared eligible for contract award.

$$\text{Final Score (FS)} = T_s \times T\% + F_s \times f\%$$

D. POST-QUALIFICATION (Post-audit)

1. The Bank shall ensure that the Successful Bidder has the required qualifications to satisfactorily perform the Contract, in accordance with the provisions of this Request for Bids. The Bank shall ensure, as described below, that no substantial change has occurred after the assessments that adversely affect the Successful Bidder's ability to perform the Contract.

2. This shall focus on the Bidder's financial and technical capabilities, and shall be based on a review of the supporting documents for the Bidder's qualification, and on any other information deemed necessary and appropriate by the Bank, in particular compliance with the obligations relating to payment of social contributions, contributions to the pension fund, taxes (Certificate of tax regularity) or other compulsory contributions under the law of the country in which the bidder is established or in which the contract has to be performed. It may include contacting the customers provided as references by Bidders, field inspections and any other measures.

3. Any Bidder may be awarded a Contract only if the post-audit is concluded in a positive manner. Otherwise, its bid shall be rejected and the Bank shall examine, where appropriate, the next highest evaluated bid to similarly ensure the Bidder's ability to perform the Contract satisfactorily.

SECTION VII – TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL FORMS

STATEMENT OF CONFORMITY

(To be included in the Technical Bid)

To:

The African Development Bank
Get-House Building, 7th & 8th Floor
Kirkos Sub City, Kebele 20/21
House No 056
Addis Ababa - ETHIOPIA

Phone : (+251) 115 546 336

Dear Sir/Madam,

We, the undersigned, declare that:

- (a) We have examined Request for Bid (RFP) No. **ADB/RFP/COET/TCGS1/2022/009** and have no reservations to the RFP including addenda issued;
- (b) We have read and understood the General Conditions and Contract Model and accept to be bound by them;
- (c) We offer to supply 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 remain valid for the period indicated in the RFP; it shall remain binding upon us and may be accepted at any time before the expiry 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 the contract ;
- (g) We understand that the Bank's policy requires bidders and suppliers to observe the highest standards of ethics and, as such, we have not offered any gift to Bank staff;
- (h) We understand that if we withdraw our proposal after the deadline for the submission, the Bank may decide to exclude us from future procurements;
- (i) We, including 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 subcontractors or suppliers for any part of the contract) have not been declared ineligible by the Bank;
- (k) We are not under sanction by the World Bank, the Asian Development Bank, Inter-American Development Bank or the 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 authorised to commit the bidder(s) to the obligations contained in the RFP and the contract.

Signature of the authorised representative: _____

Name and title of the signatory: _____

Name of the company or joint venture: _____

In the capacity of: _____

{For a joint venture, all partners must sign or only the leader, in which case the authority empowering the signatory to sign on behalf of all partners must be enclosed}

BIDDER INFORMATION SHEET

(To be included in the Technical Bid)

1.	Bidder's legal name:
2.	In case of a Joint Venture, Consortium, 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 authorised representative information: Name: Address: Telephone/Fax numbers: Email address:
7.	Attached are copies of original documents of: <ul style="list-style-type: none">○ Articles of Incorporation or Registration of the designated firm and information on its capital structure (Trade Register).○ In case of Joint Venture (JV), the letter of intent to form a legally enforceable JV, including a draft agreement or JV agreement.○ In case of government-owned entities from the Bank's member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.○ Organisation chart of the company and list of current staff.○ Insurance certificate of your professional liability.

BID-SECURING DECLARATION FORM

(To be included in the Technical Proposal)

Date *[insert the date (day, month, year) of bid submission]*

Bid No.: ADB/RFP/COET/TCGS/2022/009

To the African Development Bank

We, the undersigned, declare that:

1. We understand that bids must be supported by a bid-securing declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Bank for a period of **three years** starting from the deadline for submission of technical proposals, if we are in breach of one of our obligations 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 Contracting Authority during the bid validity period, (i) fail or refuse to sign the Contract; or (ii) fail to furnish the performance security, if we are bound to do so, in accordance with the Instructions to Bidders.
3. We understand that 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 (28) days after the expiration of our Bid.

Name *[insert complete name of person signing the bid-securing declaration]*

In the capacity of *[indicate signatory's capacity]*

Signature *[insert signature]*

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

Dated on _____ day of _____ *[insert date of signing]*

Appendix D

QUALIFICATION (PASS/FAIL) ASSESSMENT

QUALIFICATION CRITERIA AND CONDITIONS

Bidders must complete all sections of the form in sufficient detail and provide evidence and supporting documents to demonstrate compliance. They must meet each criterion before the deadline for submission of bids.

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
STATEMENT OF CONFORMITY	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement				The Bidder must complete and sign this statement
A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity in the format provided in Section VII Appendix A. A power of attorney shall be attached, if applicable.							
The bidder shall sign and return the document in the format provided for a PASS.							
ELIGIBILITY CRITERIA	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement				
The bidder is from a member country of the Bank. If yes, provide evidence, such as, articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.							The Bidder shall provide proof that either himself or his/her firm are from one of the bank's member countries.
The goods and services offered are produced in a member country of the Bank. (Not applicable to this RFP)							This is not applicable to this bid

PASS/FAIL CRITERIA	Bidders Compliance Requirements			Bidders Response		Comments / Evidence provided	
	Single Entity	Joint venture or any other form of partnership (JV)			Yes		No
		All partners combined	Each partner	At least one partner			
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 shall indicate either yes or no, to give the Bank clear information on whether or not they have been declared bankrupt	
The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.						The Bidder must indicate yes or no, and provide proof of compliance with any statutory regulations related to payment of taxes, pensions, etc.	
The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?						The Bidder must indicate yes or no, and provide necessary evidence if available.	
The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.						The Bidder must indicate yes or no, and provide necessary evidence if available.	
The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.						The Bidder must indicate yes or no.	
The bidder has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years. [N/A]						This is not applicable to this bid	
The bidder, or any of its affiliates, has been engaged to provide consulting services for the preparation or implementation of the procurement.						The Bidder must indicate yes or no.	
The bidder shall not be subject to any of the situations above for a PASS							
FINANCIAL STANDING	See below						

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
The bidder has a minimum turnover of at least [N/A]	Must meet requirement	Existing or intended JV must meet requirement	Must meet at least 20% of the requirement	Must meet 40% of the requirement			This is not applicable to this bid
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 (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 [N/A].	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			This is not applicable to this bid
The bidder shall demonstrate current soundness of financial position and long-term profitability for a PASS.							
GENERAL AND SPECIFIC EXPERIENCE	See below						
The bidder has been in business for the past [N/A] If yes, provide evidence, such as, information on the bidder's company (description, including a short history, business plan, goods and services offered, organizational chart, number of staff and list of current staff, number of years in business),[N/A]	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			This is not applicable to this bid
The bidder shall have been in business for the last three (3) years and has the experience and capability to provide the goods and services required for a PASS. [N/A]							
CONFLICT OF INTEREST	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
The bidder has declared any actual or potential conflict of interest in the conflict of interest							The Bidder must indicate yes or no, and also

PASS/FAIL CRITERIA	Bidders Compliance Requirements			Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture or any other form of partnership (JV)		Yes	No	
		All partners combined	Each partner	At least one partner		
declaration form.						complete and sign the conflict of interest declaration form (Section VII Appendix F)
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 E

LITIGATION HISTORY
(To be included in the Technical Proposal)

Name of bidder:

Reference of **RFP: ADB/RFP/COET/TCGS1/2022/009**

Bidders must provide information on any history of litigation or arbitration resulting from contracts executed in the **past three years** or currently under execution. A separate sheet shall be used for each partner of the Joint Venture.

Non-Performing Contracts – contracts terminated during the last three (3) years for unsatisfactory performance or default.			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period <input type="checkbox"/> Contract non-performance during the stipulated period			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, equivalent in ETHIOPIA Birr-ETB or American Dollars - USD)
		Name of purchaser: Address of purchaser: Contract description: Contract award date: Termination date: Reason for termination:	
		Name of purchaser: Address of purchaser: Contract description: Contract award date: Termination date: Reason for termination:	
Pending litigation			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, equivalent in ETHIOPIA Birr - ETB or American Dollars - USD)
_____	_____	Name of purchaser: Contract description: Address of purchaser : Contract award date: Matter in dispute:	_____

Appendix F

CONFLICT OF INTEREST DECLARATION FORM

(To be included in the Technical Bid)

Name of bidder:	RFP reference: ADB/RFP/COET/TCGS/2022/009		
It is the Bank's policy to ensure fairness and integrity in its procurement process. All bidders (including affiliates, partners in Joint Ventures, suppliers and subcontractors) shall be required to disclose actual or potential conflicts of interest. Bidders must respond to the questions below and provide further information on any relationship/connection with the Bank.			
	Bidder's response		Comments/Information provided
	Yes	No	
Are you connected with 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 consultancy services for the preparation or implementation of an assignment relating to the procurement process?			
Are you an employee or shareholder of the Bank?			
Has the Bank offered you a contract of employment in the last 12 months?			
Are you participating in more than one bid in the procurement process?			
Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement process in the last 12 months?			
We hereby certify that: a) we have read and understood the contents of this declaration form; and b) we have disclosed all the actual and potential conflicts of interest.			
We understand that the Bank shall determine, at its sole discretion, whether any conflict of interest disclosed should result in our rejection from the procurement process			
Name: Signed: Duly authorised to sign this bid for and behalf of: Dated on:	In the capacity of:		

**SECTION VIII – FINANCIAL PROPOSAL AND FINANCIAL
PROPOSAL FORMS**

Appendix A

BID SUBMISSION FORM

(To be included in the Financial Proposal)

The Bidder must prepare the Letter of Bid on stationery clearing showing the Bidder's complete name and address.

Date: _____

No: ADB/RFP/COET/TCGS1/2022/009

To: _____

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including addendum/addenda issued.;
- b) We offer to execute and complete in conformity with the following Request for Proposal (RFP) File: ADB/RFP/COET/TCGS1/2022/009.
- c) Our bid shall remain valid for a period of **120 days** from the date fixed for bid submission; the bid shall remain binding upon us and may be accepted at any time before the expiry of that period;
- d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries, in accordance with the RFP;
- e) Our company, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest, in accordance with the RFP;
- f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with the RFP.
- g) Our firm, it affiliates or subsidiaries, including all subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank.
- h) We are not a government-owned entity/We are a government-owned entity but meet the requirements of the RFP¹.
- i) We have paid, or will pay the following commissions, gratuities or fees with respect to the bidding process or execution/signature of the Contract².

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

¹ The Bidder will use one of two options, as befits its situation.
² If no money has been paid or is not supposed to be paid, indicate "nil"

- j) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in the country of the Bank, as such laws has been listed by the Bank in the RFP of this contract³
- k) We understand that this bid, together with your written acceptance thereof, in your notification of award, shall constitute a binding contract between us, until a formal contract is established and signed.
- l) We understand that you shall not be bound to accept the lowest evaluated bid, or any other bid that you may receive.
- m) If awarded the Contract, the person named below shall act as the Contractor's Representative: _____

Name _____ In the capacity of _____

Signed _____

Duly authorised to sign the bid for and on behalf of _____

Dated _____

{For a joint venture, all partners must sign or only the leader, in which case the authority empowering the signatory to sign on behalf of all partners must be enclosed }

³ The Bank shall accept the introduction of such undertaking, provided the arrangements governing such undertaking are satisfactory to the Bank.

Appendix B

PRICE SCHEDULE FOR EACH PROPOSAL OF PREMISES

(To be included in the Financial Proposal)

The financial evaluation shall take place after the technical evaluation and qualification of lessors meeting the criteria, scored at 30%. It shall also be conducted by Bank experts. To this end, the price schedule in ETHIOPIA Birr / United States Dollar USD below must be completed:

	Cost Description	Unit Price per m ² /month	Total Surface (m ²)	Total Monthly Price
1	Rent			
2	Rental charges*			
*Valid only in case of joint tenancy in a building with other tenants. All the aspects included in the rental charges for which the Bank shall be responsible must be specified (i.e. electricity, water, sanitation, shelter, waste management, maintenance, etc.)				

	Parking	Unit Price/month	Total Number	Total Monthly Price
3	Parking**			
*Valid only in case of joint tenancy in a building with other tenants. In other words, parking space shall only be charged in case of co-rental in a building. If the Bank is the sole tenant of the building, all its parking space must be made available to the Bank free of charge.				
Total monthly rent + charges + parking space				

4	Additional costs			
	1. Deposit			
	2. Other costs			

5	Rent payment and review			
5.1	Frequency of payment of rent in advance (quarterly/ half-yearly / annually)			
5.2	Rent review clause (indicate the percentage)			
5.3	Frequency of rent review (every 3 years)			
5.4	Premises ready for occupancy, if not, indicate the time required for occupancy			
5.5	Rent free Grace Period (Specify the number of months) in case of tenant fitout			
5.6	Effective date of entry into force of contract			
5.7	Lease termination notice (Specify the period)			

For purposes of financial evaluation, the Bank shall take the following elements into account:

- total cost of three years rent, adjusted for the grace period offered
- total cost of three years common area/utility charges
- total cost of parking bays offered for three years, if applicable

SECTION IX – LIST OF BANK MEMBER COUNTRIES

REGIONAL MEMBER COUNTRIES			
1. Algeria	2. Angola	3. Benin	4. Botswana
5. Burkina Faso	6. Burundi	7. Cameroon	8. Cape Verde
9. Central African Republic	10. Chad	11. Comoros	12. Congo
13. Côte d’Ivoire	14. DR Congo	15. Djibouti	16. Egypt
17. Equatorial Guinea	18. Eritrea	19. Ethiopia	20. Gabon
21. Gambia	22. Ghana	23. Guinea	24. Guinea-Bissau
25. Kenya	26. Lesotho	27. Liberia	28. Libya
29. Madagascar	30. Malawi	31. Mali	32. Mauritania
33. Mauritius	34. Morocco	35. Mozambique	36. Namibia
37. Niger	38. Nigeria	39. Republic of South Africa	40. Rwanda
41. Sao Tome & Principe	42. Senegal	43. Seychelles	44. Sierra Leone
45. Somalia	46. Sudan	47. Swaziland	48. Tanzania
49. Togo	50. Tunisia	51. ETHIOPIA	52. Zambia
53. Zimbabwe	54. South-Sudan		
NON-REGIONAL MEMBER COUNTRIES			
1. Germany	2. Argentina	3. Saudi Arabia	4. Austria
5. Belgium	6. Brazil	7. Canada	8. China
9. Korea	10. Denmark	11. Spain	12. United States of America
13. Finland	14. France	15. India	16. Italy
17. Japan	18. Kuwait	19. Luxemburg	20. Norway
21. Netherlands	22. Portugal	23. United Kingdom	24. Sweden
25. Switzerland	26. Turkey	27. Ireland	28. United Arab Emirates (ADF only)

SECTION X
**GENERAL CONDITIONS FOR THE PURCHASE OF GOODS,
SERVICES AND WORKS OF THE BANK**

GENERAL CONDITIONS FOR THE PURCHASE OF GOODS, SERVICES AND WORKS OF THE BANK

1.1 Agreement

1.1.1 For the purposes of the General Conditions for the Purchase of Goods and Services of the Bank ("General Conditions"), the term 'Bank', shall mean the African Development Bank and "Supplier" shall mean the party offering goods and services to the Bank.

1.1.2 The Contract may be completed by Special Conditions, terms of reference or any other document expressly indicated as forming an integral part of the Contract. Any reference in these General Conditions to "Contract" shall refer to the Contract and the documents that complete it.

1.1.3 The submission of a bid shall constitute acceptance by the Supplier of the General Conditions, subject to amendments that may be made by the Special Conditions of the Contract.

1.2 Declaration on Honour and Certification

1.2.1 The Supplier shall declare and certify:

- (i) That it is the owner of the goods and that it is fully authorised to sell, rent or operate them, or that it has the skills, experience, and professional, technical and financial abilities as well as the licences or other authorisations needed to perform the services ;
- (ii) That it is not prohibited from bidding for the award of public contracts in accordance with the applicable regulations of the jurisdiction to which it belongs;
- (iii) That it is not under sanction by any international organisation prohibiting it from supplying goods and services;
- (iv) That it ensures that the salaries of its employees, working hours and other working conditions are at least as favourable as those established for a job in the same place and of the same nature;
- (v) That it complies with all the laws, ordinances, regulations, rules and decisions of public authorities of any jurisdiction in which the Contract is performed.

1.2.2 The Supplier declares that it aware of the Bank's policies and rules and undertakes to comply with them, including the rules of origin and policies that apply to its suppliers as set out in the Code of Conduct on the Bank's website.

1.2.3 The Supplier agrees that the Bank should verify the existence and accuracy of the aforementioned declarations and commitment by the Supplier. It undertakes to facilitate this verification and provide any useful document or information required by the Bank.

1.3 Performance of Contract

1.3.1 The Supplier must not assign, transfer or subcontract any of its obligations under this Contract without the prior, express and written authorisation of the Bank. The Supplier/provider shall be solely responsible for the performance of the Contract.

1.3.2 The Supplier must indicate the number of the Contract on any correspondence that must, unless otherwise indicated, be addressed to the Bank as well as on all invoices, shipping documents, packing slips and parcels.

1.3.3 The Supplier must immediately notify the Bank in writing of any problem encountered that could compromise the performance of the Contract.

1.3.4 The Supplier must not engage in corrupt, fraudulent, coercive, collusive or obstructive practices in connection with this Contract; the Bank may, at its discretion, do any one or combination of the following: i) void or terminate this Contract, as the case may be, without being bound to pay the Contract Amount or part of the said amount ii) declare the Consultant ineligible, either indefinitely or for a specified period, to contract with the Bank, or enter into contracts for procurement financed by the Bank, and iii) initiate proceedings against the Consultant. For the purposes of this Contract:

1.3.5

- (i) "Corrupt practice" shall mean the offering, giving, receiving or soliciting, directly or indirectly, anything of value in order to influence improperly the actions of another party;
- (ii) "Fraudulent practice" shall be any act or omission, including any misrepresentation that knowingly or recklessly misleads or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "Coercive practice" shall be the fact of impairing or harming, or threatening, directly or indirectly, to impair or harm a party in order to influence improperly its actions;
- (iv) "Collusive practice" shall mean an arrangement between two or more parties, designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (v) "Obstructive practice" shall mean:

(1) Deliberately destroying, falsifying, altering or concealing of evidence material to an 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 a party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(2) Deliberately impeding the exercise of the Bank's inspection and audit rights.

1.3.6 The terms of sale must be interpreted in light of the latest edition of INCOTERMS.

1.3.7 The Supplier shall be responsible for obtaining and/or renewing, at its own expense and within the required time, the authorisations, licences and permits required by the regulations and standards applicable or deemed necessary to ensure the performance of the Contract.

1.4 Environmental Protection

1.4.1 The Supplier shall ensure that the services performed under this Contract comply with the regulations 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 Contract and during the warranty period, at the request of the Bank.

1.4.2 In case the regulations on environmental protection change during the performance of the Contract, any changes requested by the Bank to comply with the new regulations, shall be effected through an amendment of the Contract.

1.5 Financial Liability, Immunities and Applicable Law

1.5.1 Under the Contract, the Bank's financial liability shall be limited exclusively to the amount of the Contract expected and accepted by the Bank.

1.5.2 No Contract provision or its annexes shall be interpreted or construed as a waiver of the privileges or immunities and exemptions of the Bank.

1.5.3 Unless otherwise stipulated in the Contract, the latter shall be governed by French law.

1.6 Insurance

1.6.1 Prior to commencement of the work under this Contract, the Supplier shall obtain and maintain, at its own expense, for the duration of the contract, appropriate insurance coverage with appropriate loss limits for the contract, including any such insurance as required by the law of the country of incorporation or licence, and of the country where the work or service is to be performed. Upon request, the Supplier shall submit to the Bank the insurance certificates corresponding to this insurance coverage.

1.7 Documents

1.7.1 The Supplier must produce all the technical documents and information deemed necessary by the Bank for the performance of the Contract. It must attach, in the language indicated by the Bank, any useful information for its maintenance and its use.

1.8 Changes

1.8.1 The Bank may, at any time, in written order, make changes to the Contract or any part thereof, to the extent that they do not upset the contract economy and within the duration of the Contract.

1.8.2 If these changes result in any increase or decrease in the Contract amount and/or delays in the performance of the Contract, an equitable adjustment shall be made in the cost or schedule or both, and the Contract shall accordingly be amended. No change in, amendment of, or revision to this

Contract shall be valid, without a written order signed by the duly authorised representative of the Bank.

1.8.3 The Bank and the Supplier may modify the provisions of the Contract by prior written agreement between the parties.

1.9 Taxes

1.9.1 The Bank shall be exempted from taxes and customs duties in accordance with Article 57 of the Agreement establishing the Bank. The prices quoted must therefore be net of charges, levies, taxes (including VAT), and customs duties imposed by or in application of the laws, statutes or regulations of an agency or governmental authority.

1.9.2 If the Supplier is unable to provide a quote or invoice net of applicable taxes, levies and duties, such taxes, fees and duties must be indicated on a separate line of the quote or invoice. In order to enable the Bank to obtain exemption from these taxes, levies and duties, the Supplier must provide all the necessary documents requested by the Bank.

1.10 Payment Terms

1.10.1 The Bank shall be bound to pay only for the services expressly indicated in the Contract.

1.10.2 The prices indicated in the quote submitted by the Supplier shall be deemed to be firm, complete and final and include all costs and charges ordinarily included in goods or services, relating to packing, storage, packaging, insurance and transport to the point of delivery and all other expenses necessary for the performance of the Contract.

1.10.3 For Contracts including maintenance services, the Supplier's maintenance remuneration shall cover, in particular:

- (i) the value of parts or components, necessary equipment or ingredients, and the cost of the labour assigned to them, including travel allowances; and
- (ii) the expenses necessitated by changes to goods at the initiative of the Supplier after approval of the Bank.

1.10.4 Except otherwise provided in the Contract, payment must be made by bank transfer within thirty (30) days following receipt and acceptance of goods/services or receipt of a duly signed invoice, whichever is later. Invoices must be sent in duplicate (one original and one copy) to the address indicated in the Contract.

1.10.5 Invoices must carry the following information: Contract number, description of goods or services, quantities, address and account number where the payment is to be made, unit prices, agreed additional costs, total price, brand, model and serial number of the goods delivered. The invoice must also indicate the bank address and the account number where the payment is to be made.

1.10.6 All claims made by any of the two parties, the Bank or the Supplier/provider concerning the Contract or relating thereto in any way whatsoever, must be submitted within six (6) months after the expiry of the Contract.

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

1.11 Inspection, Acceptance or Rejection

1.11.1 The Bank shall have thirty (30) calendar days from receipt of the goods or services ordered to inspect, accept or reject them if they do not comply with this Contract.

1.11.2 Rejected goods or services shall be returned to the Supplier. The costs of redirection shall then be borne by the Supplier or held by the Bank, at the disposal of the latter and at its risk and expense.

1.11.3 Based on the inspection of a valid sample, the Bank may reject all or part of the goods or services. If the 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 and re-inspecting the rejected goods or services.

1.11.4 The Supplier agrees that the Bank's payment under this Contract shall not be construed as acceptance of any goods or services delivered under the Contract. Failure to reject the goods or services within thirty (30) days shall be construed as acceptance by the Bank. Acceptance shall not relieve the Supplier of its warranty obligations or liability for latent defects.

1.12 Warranty

1.12.1 The Supplier shall ensure that all the goods delivered under the Contract are:

- (i) Strictly in conformity with the specifications, drawings, submitted and approved documents or other descriptions provided by the Bank;
- (ii) In conformity with national or international technical, safety, health and environmental protection standards and recommendations;
- (iii) Free from defects in materials and construction, and any design, manufacturing or other defect.

1.12.2 All warranties specified in this Contract shall be in addition to all other warranties, express, statutory or implied. These warranties shall survive after acceptance and inspection, and the payment made by the Bank. The Bank's continued use of the goods or services after notifying the Supplier of their non-compliance or breach of the warranty clause shall not constitute a waiver of the Bank's right to a remedy.

1.12.3 Except as otherwise provided in the Contract, all goods or services shall be covered by a warranty of at least twelve (12) months from the date of acceptance pursuant to Article 1.11. The Supplier must carry out all work, such as modifications and repairs necessary to comply with the terms of the Contract, or replace any part that would not comply with the terms of the Contract during the entire warranty period. All costs (including transportation, insurance) incurred under this obligation shall be the sole responsibility of the Supplier.

1.12.4 If the Supplier fails to meet the above requirements, the Bank may, after duly notifying the Supplier, take any action it deems necessary, at the Supplier's expense.

1.13 Suspension

1.13.1 The Bank may, at any time, suspend the performance of this Contract or any part thereof for reasons of convenience, by written notification 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 further performance of the suspended part once the Supplier has received the order to suspend performance.

1.13.2 Suspension of the Contract shall not prejudice or affect the accrued rights or claims and the contractual obligations of any party to the Contract.

1.14 Termination

1.14.1 The Bank may terminate the Contract, in whole or in part, at any time and for its convenience by notifying the Supplier to this effect stating that termination is for the Bank's convenience, the extent to which performance under this Contract is terminated and the effective termination date.

1.14.2 If the Supplier has abandoned the contract, repudiated it or has, without a valid reason, failed to commence or has violated any of the terms of the contract, the Bank shall 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, terminate the contract in whole or in part, if the Supplier fails to remedy the default within the specified period.

1.14.3 Notwithstanding Paragraph 1.14.2, the Bank shall have the right, at its sole discretion, to terminate the Contract for default without having to give the Supplier an opportunity for remedy, if the Supplier is in violation of Paragraphs 1.3.1 or 1.3.4 of the General Conditions, or if the Supplier is under legal redress, liquidation or has become insolvent.

1.14.4 If the Bank has failed to pay the Supplier any sum due under this Contract within the specified period, or if the Supplier is unable to carry out its obligations under the Contract for any reason attributable to the Bank, the Supplier may notify the Bank in writing of such breaches. If the Bank fails to remedy the situation within 45 days of receipt of such written notice, the Supplier may, by a further notice to the Bank, terminate the Contract forthwith.

1.14.5 Upon receipt of the termination notices provided for in Paragraphs 1.14.1, 1.14.2, 1.14.3 or 1.14.4, the Supplier shall, either immediately or on such date as is specified in the notice, cease all further work under this Contract, except for such work as the Bank may specify in the notice of termination for the sole purpose of protecting that part of the goods delivered or 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 for the portion of the services that have been performed, including the price provided for in the Contract for goods already delivered or services already rendered, and reasonable costs, if any, incurred in leaving the site in a clean and safe environment. In case of partial

termination of the Contract, the Supplier shall continue to honour the non-terminated portion.

1.14.6 In the event of termination for default pursuant to Paragraphs 1.14.2 or 1.14.3, the Bank may, at its discretion and as it deems appropriate, procure goods similar to those not delivered. In this case, the Supplier shall be liable for any additional cost or damage caused to the Bank by the Supplier's default. The Bank shall reserve the right to offset such damages and additional costs with any amount that the Bank may otherwise be required to pay to the Supplier.

1.14.7 In the event of termination for convenience pursuant to Paragraph 1.14.1 of these General Conditions, the Bank shall pay to the Supplier, in addition to the amounts payable under Paragraph 1.15.5, fair compensation not exceeding the total Contract, to compensate the Supplier for:

- (i) the price, determined in accordance with the Contract, of services already rendered and accepted by the Bank, taking into account the discounts granted by the Supplier;
- (ii) costs already incurred in the performance of the Contract terminated, including initial and preparatory expenses; and
- (iii) the cost of settling disputes with and making payments to the Supplier's contractors, subcontractors and lessors, following the termination of their underlying contractual commitments.

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

1.15 Audit

1.15.1 The Supplier shall agree to maintain, in accordance with generally accepted accounting principles and practices, the supporting documents of all amounts invoiced under this Contract.

1.15.2 The Supplier shall make the said supporting documents available to the Bank or its designated representative, for the auditing of this Contract, at all reasonable times, until expiry of a period of three (3) years after the date of the final payment.

1.15.3 Where an audit establishes that the Bank has overpaid the Supplier, the Supplier shall reimburse the Bank, within thirty (30) days after receipt of a written request to that effect, the amount of any such overpayment.

1.16 Penalties

1.16.1 Except as otherwise provided in the Contract, if the Supplier/provider fails to perform this Contract or any part thereof within the specified time stated therein, the Bank may, without prejudice to any other remedy under this Contract, deduct from the amount of the Contract, a sum equal to 0.1 % of the price of the delayed component for each day of delay until it is actually performed.

1.16.2 The penalties shall begin to accrue the day after the contractual period of performance of the services has expired, without the need to notify the Supplier of this default.

1.17 Liability-Compensation

1.17.1 The Supplier shall be liable for any damages recognised by the applicable law resulting from its negligence, delinquent acts or omissions or breach of the terms of this Contract or that of its employees, agents or subcontractors.

1.17.2 The Supplier shall bear the full financial consequences (including reasonable legal fees and expenses), of any material or bodily injury, including death, resulting from negligence, delinquent acts or omissions or breach of the terms of this Contract or of that of its employees, agents or subcontractors.

1.18 Intellectual Property and Confidentiality

1.18.1 The Supplier shall undertake to indemnify and relieve the Bank of any liability, claim, suit, action or judicial proceeding relating to a breach of intellectual property and in which the Bank is a defendant or co-respondent, resulting from the transfer or use by the Bank of all goods or services or part thereof acquired under this Contract.

1.18.2 The Supplier must assume all legal and financial consequences, in particular related to the Bank's exercise of its rights, and must protect the Bank against any claim, action or prosecution.

1.18.3 If the Bank is prevented from using the goods or services supplied under this Contract, the Bank shall return the affected goods to the Supplier who must then refund the Bank for the price paid and for the cost of transportation, installation (if any) and all other costs relating to the procurement of the said goods or services

1.18.4 The Bank and the Supplier must not, during Contract performance or at any time thereafter, use or disclose any information of a restricted or confidential nature that it may be privy to during the performance of this Contract. The Supplier must inform its agents and subcontractors of the confidentiality obligations and security measures required for the performance of the Contract. He must ensure that his subcontractors comply with these obligations.

1.18.5 The Supplier shall not use the Bank's name or emblem without prior express authorisation from the Bank.

1.19 Dispute Settlement

1.19.1 The parties shall make every effort to resolve any disagreement or dispute arising from this Contract amicably by direct negotiation. The party asserting the existence of a disagreement or dispute shall, 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 such disagreement or dispute, and shall also provide any such other information as the other party could reasonably require.

1.19.2 If the dispute is not resolved within forty-five (45) days from the receipt of the Notice of Dispute, the parties may require that such disagreement or dispute be resolved by arbitration, in accordance with the UNCITRAL Arbitration Rules as at present in force.

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

1.19.4 The arbitration shall take place in the venue specified in the Contract, or, failing that, in Abidjan, Côte d'Ivoire and shall be in the French language.

1.19.5 The parties shall undertake to execute the arbitral award made and to consider it as a final and definitive settlement of their disagreement or dispute.

1.19.6 Nothing contained in this article shall be construed as or constitute a waiver of the privileges, immunities and exemptions or modification of the latter, granted to the Bank pursuant to the Agreement establishing the African Development Bank or all other international conventions and applicable laws.

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

1.20 Force Majeure

1.20.1 "Force Majeure" shall mean any event or any circumstance, which (a) partially or wholly delays or prevents any of the parties from performing any of its obligations under the Contract, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of such party, and (d) occurs without the fault or negligence of such party.

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

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

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

1.21 Severability

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

2. Packaging, Title and Risk of Loss for Goods

2.1.1 The Supplier must package and identify all the goods, whether they are shipped directly by it or by a transit agent, in accordance with the best business practices in force so that goods shipped should not be damaged. Expenses incurred by the Bank for non-compliance with this provision by the

Supplier shall be borne by the latter. The Bank shall reserve the right to reject any shipment deemed by the Bank to have been inadequately packaged.

2.1.2 Title to all goods acquired under the Contract shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to the Bank. Title shall pass to the Bank on the first of the following dates: the date payment of the price or the date of acceptance of the goods. The Supplier shall be liable for all risk of loss or damage for the goods, until when the title passes to the Bank.

SECTION XI

CODE OF CONDUCT FOR PROVIDERS

The purpose of this code of conduct is to outline the key principles of conduct to which the Bank's contractors commit under the contract(s) binding them to this institution, for optimal satisfaction of the Bank's needs and requirements.

GOOD FAITH

By adhering to this Code of Conduct, we undertake to execute the contracts binding us to the Bank in all good faith and with the highest ethical and professional standards.

DUTY OF ADVICE

We are committed to playing, with the utmost diligence, the advisory role that any service provider owes to its clients.

DUTY OF CONFIDENTIALITY

We undertake that our staff shall observe the utmost confidentiality on all matters relating to the Bank's activities. We are aware that staff should not communicate or use for their own benefit any information to which they may become privy in the course of their activities with the Bank. We recognise that the termination of the duties of one of the staff members does not relieve the latter of this obligation.

TRANSPARENCY

We undertake to perform the contract(s) binding us to the AfDB in all transparency.

As such, we undertake to:

- Submit to the Bank, as soon as possible, any information likely to have an impact on our contractual relations or the performance of the contract;
- Make available to the Bank any accounting, financial or other information that may be necessary;
- Assist the Bank in the event of a possible investigation that it could carry it.

PROBITY AND INTEGRITY OF STAFF AT THE DISPOSAL OF THE AfDB

We undertake to attach particular importance to the choice of persons charged with the execution of contracts with the Bank, and more particularly, with regard to the persons having access to the Bank's premises. As such, we will scrupulously and constantly review the morality and probity of people working on these contracts.

During the performance of the contract, any person whose morality has been proven doubtful or likely to be will immediately be replaced.

In addition, any prejudice caused to the Bank by the said person or resulting from his/her intervention, will be entirely at the expense of our structure.

CORRUPTION

In keeping with the probity and integrity required of our staff assigned to the performance of contracts with the Bank, we undertake:

- Not to accept from any legal entity or natural person, any gift, favour or compensation that could influence the impartial performance of our duties under this contract;
- To assist the Bank in investigations related to possible corruption cases or questionable practices, in which our structure could be involved.

AUDIT

We already agree, under the contract(s) binding us to the Bank, to lend ourselves to any operational and financial audit that the Bank may decide to conduct.

DILIGENCE OF THE BANK

The abovementioned commitments have also been taken into account in the Bank's commitment to fulfil its own contractual obligations with care and diligence.

In particular, the Bank undertakes to make any payment due to us, as soon as possible, provided that it is not subject to any dispute on its part.

SECTION XII

PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES

ARTICLE 3: ELIGIBILITY

- 3.1 Goods, Services, Real Estate and Works procured by the Bank shall be produced in a Member Country and supplied by Contractors from a Member Country, as described in paragraphs 3.2 and 3.3, unless a waiver of Article 17(1)(d) of the Agreement establishing the Bank is granted by the Board of Directors.
- 3.2 The eligibility of a Bidder or Contractor on the basis of nationality shall be determined in accordance with the following rules:
- a) Natural Person: a Natural Person is eligible if he or she is a national of a Member Country of the Bank. Where a person has more than one nationality, such a person shall be eligible if the nationality indicated in his or her submission is that of a Member Country of the Bank.
- b) Business: a Business is eligible if it satisfies the following criteria:
- it has its registered office or has its principal place of business in a country that is a member of the Bank;
 - its legal existence is recognized and is in accordance with the laws of a country that is a member of the Bank; and
 - the majority of its capital is held by nationals from a Member Country of the Bank or, if the Business has no capital, more than half of the value of the members' contributions to the Business has been contributed by nationals from a Member Country of the Bank.
- 3.3 In order to be eligible:
- a) Goods to be procured must have a value of which more than half is attributable to production or to originating materials and inputs from one or more eligible Member Countries of the Bank;
- b) Works must be performed where more than half of the value of the labour is supplied from one or more eligible Member Country of the Bank, and where the equipment and materials needed for carrying out the Works have a value of which more than half is attributable to production or to originating materials and inputs from one or more Member Countries of the Bank.
- 3.4 Any Natural Person or Business shall not normally be eligible at any stage of a competitive procurement process and contract execution if any of the following situations apply and have been declared or should have been declared by the Bidder:

- a) The Natural Person or Business has become bankrupt, is insolvent or, in the case of a Business, is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation;
- b) The Natural Person or Business has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the Natural Person or Business is established or where the contract is to be performed;
- c) The Natural Person or Business has been convicted of a criminal offence relating to the conduct of its business or profession in the last 10 years;
- d) The Natural Person or Business has been the subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity;
- 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.

SECTION XIII
DRAFT LEASE AGREEMENT

DATED THIS ... DAY OF 2023

LEASE AGREEMENT

BETWEEN

.....

“LESSOR”

AND

AFRICAN DEVELOPMENT BANK
“LESSEE”

THIS LEASE AGREEMENT, made and entered into this .. day of by and between, a wholly owned subsidiary of, with its principal office located at, Addis Ababa, Ethiopia (hereinafter referred to as the “**LESSOR**”), of the one part, (which expression shall include its successors-in-title and assigns)

And;

The African Development Bank, an international financial institution having its headquarters in Avenue Joseph Anoma, 01 BP 1387, Abidjan, Cote d’Ivoire (hereinafter referred to as the “**LESSEE**”) of the other part, (which expression shall include its successors-in-title and assigns).

WITNESSETH

1. DEFINITIONS

Except otherwise provided herein, the following shall mean:

- (a) “Consent of the Lessor” shall mean consent in writing signed by or on behalf of the Lessor;
- (b) “Fair wear and tear” includes wear, change or deterioration in the condition and by the ordinary use and occupation of the premises by the Lessee, its officers, servants, agents, contractors, licensees, invitees and visitors as permitted by this Lease;
- (c) “Fittings” includes fixtures, partitions and equipment;
- (d) “Land” means the land, enclosed by a fence, upon which the Premises described in Clause 2.2 is located;
- (e) “Lessee’s Representative” means the person duly authorised to represent the Lessee;
- (f) “Lessor” includes the Lessor’s successors in title, assignees and transferees;
- (g) “Maintenance and Operating Costs” means the total amount reasonably and actually incurred by the Lessor in relation to the Building and the Property, including, but without limiting the generality hereof, the following costs and charges:
 - 1. assessment rates and , fees, levies or charges payable to the local municipality or any other responsible authority;
 - 2. cleaning expenses;
 - 3. security expenses;
 - 4. the cost of electricity, water, oil, coke or any other fuel used in the Building, including any surcharges and penalties;
 - 5. Building amenity costs, toilet paper, towel and other toilet services and the cost of maintaining indoor and outdoor gardens and plants;
 - 6. borehole and irrigation equipment maintenance, road maintenance within the office park, costs of repairs, maintenance contracts and general maintenance of whatever kind, including costs of redecoration and painting;

7. building insurance and public liability insurance costs;
8. sinking fund contributions for replacement of plant and equipment and major works
9. employment costs of all employees of the Lessor or the Lessor's agent
 - i. engaged in the operation and maintenance of the Building and
 - ii. the Leased Property; and
10. Reasonable management fees.

- (h) "Month" means calendar month and monthly has a corresponding meaning;
- (i) "Party" means a party to this lease;
- (j) "Premises" means the premises described in Clause 2;
- (k) "Rent" means the amount specified in Clause 3.2 or such reviewed rent as may be agreed upon by the Parties in accordance therein;
- (l) "Services" means any water, lighting, sanitary, hot water, now or hereafter installed in the Premises and serving the Premises and includes all wires, cables, pipes, ducts, conduits and mechanical plant and all other parts, fittings and accessories whatever, whether ancillary or incidental thereto or associated therewith, other than same installed by the Lessee in accordance with Clause 3.9;
- (m) "Structure" or "Structural" in relation to the building includes but is not limited to all walls (whether load bearing or not), floors, windows, gutters, down pipes, facades, foundations, ceilings, and roof;
- (n) "Term" means the periods specified in Clause 3.1 and any extension or renewal thereof;

2. DEMISE

THIS AGREEMENT WITNESSES THAT FOR AND IN CONSIDERATION of the rents reserved, promises, representations, and stipulations herein made to be paid, kept and performed by the Lessee, the Lessor by these presents as owner of the same, hereby leases, demises, grants and conveys to the Lessee, the area space of square meters of office space known as and ... parking bays , together with all privileges and appurtenances thereto (**all hereinafter referred to as "the Premises"**), in the Lessor's property, a building called, Addis Ababa, Ethiopia (hereinafter referred to as "the Building"), situated on Addis Ababa, Ethiopia (hereinafter referred to as "The Stand",), which for the purposes of identification only are edged and hatched in Green on the Plan annexed to this Lease Agreement as Annex 1 with a measured lettable area of square meters for the purposes of this Lease.

3. THE LESSEE COVENANTS with the LESSOR as follows:

3.1 TERM OF THE LEASE

- 3.1(1) The Lessee shall have and hold the Premises for an initial period of three (3) years commencing from the , inclusive, with an option to renew for further periods of three (3) years. The Lease may be renewed for an additional period in accordance with Clause 7.

3.1(2) Prior to the period provided in sub-clause 3.1(1), and notwithstanding the commencement date of the Lease, the first three months of the first year shall be treated as the “fit-out period”, and no rent shall be payable by the Lessee during that period. For the avoidance of doubt, the “fit-out period” is the three months rent-free or grace period granted by the Lessor to the Lessee during which the Lessee shall have and hold the Premises for the purpose of carrying out the alterations and improvements necessary to allow the Lessee to use the Premises for its purposes. The rent-free “fit-out period” under this Agreement shall be from.

3.2 RENT

3.2(1) The rent payable in respect of the Premises shall be
(.....per month. It is clearly agreed between the Parties that based on the three months “fit-out period”, the Lessee’s obligation to pay rent, shall commence on.

3.2 (2) Unless otherwise agreed in writing by the parties, all rental payments due under this Lease from shall be payable on a quarterly basis in advance at the beginning of each quarter, following receipt of an invoice from the Lessor. Payment shall be effected by way of electronic transfer of funds into a local bank account designated by the Lessor in writing.

3.2(3) In addition, the Lessor shall allocate to the Lessee, ... (..) parking bays, with in the basement, and being on the surface. The basement parking will be charged at a net rental of per bay per month. Of the surface parking bays, the covered bays will be charged at ... per bay per month, with the uncovered parking charged at ...per parking bay per month. In addition to the ... dedicated parking bays, Bank staff and visitors will also have access to the “overflow” parking within the premises, which will be made available for free.

3.2(4) In addition to the rent, the Lessee shall pay monthly Maintenance and Operating Costs as described in the Definition Clause on a pro rata basis for services provided by the Lessor in respect of the Building. The Maintenance and Operating Costs shall be calculated based on actual monthly charges, estimated as % of rental, or per month. The Lessor shall provide to the Lessee the details of the actual Maintenance and Operating Costs incurred with corresponding receipts. The Lessor shall provide all required services on the common areas of the Building. Based on the actual expenditure detailed in the requisite receipts the operating costs shall be settled monthly between the Lessor and Lessee. Any dispute that may arise out of the calculation of Maintenance and Operating Costs will be resolved in according to Clause 6 of this Lease.

3.2(5) Lessor’s Banking Details

Name of Bank
Branch name
Account type
Branch Code
Swift Code
Account Name
Account Number

3.3 LESSEE'S TAX EXEMPTION STATUS

The Lessee is exempt from all direct and indirect taxes, inclusive of the value added tax (VAT), stamp duty, registration fees and the Coast guard Tax otherwise known as the Realty Lease Tax in accordance with the provisions of the Agreement Establishing the African Development Bank and the Agreement Establishing the Country Office of the African Development Bank and the African Development Fund in Ethiopia. Accordingly, the Lessor shall not claim any tax or any other charge in relation to this Lease or the Premises.

3.4 ELECTRICITY, WATER AND OTHER UTILITIES

3.4(1) The Parties mutually agree that the Lessee shall be responsible for the payment of all utility bills – i.e. light, water, telephone services, telex, gas, etc., supplied by the public utility companies of Ethiopia and consumed on the Premises by the Lessee.

3.4(2) The Lessor will facilitate the installation of prepaid or check electricity meters to measure the Lessee's actual electrical consumption used within the leased premises. The Lessee shall be responsible for the payment of all electricity consumed at or in respect of the Leased Premises, and for any surcharges or penalties imposed, in accordance with the meter readings relating exclusively to the Leased Premises.

3.4(3) In the case of a meter not relating exclusively to the Leased Premises, the Lessee shall be responsible for the payment of a pro rata share of the electricity consumed at the Leased Premises, and for any surcharges or penalties imposed, in accordance with such meter readings.

3.4 (4) Such pro rata share shall be based on the ratio which the floor area of the Leased Premises bears to the total lettable floor area served by such electricity meter; or such proportion as may be agreed between the parties. Such proportion of the amount shown by such meter and agreed between the parties shall be paid by the Lessee within seven (7) days of written notice by the Lessor.

3.4 (5) The Lessee may install its own electricity generator in the basement of the leased premises, on space provided by the Lessor. The Lessor will ensure that the basement area where the generator is to be installed is a safe, secure and appropriate location.

3.4(6) The Lessee shall be responsible for the payment of fixed water charges in respect of the Leased Premises to be paid by the Lessee within 14 (fourteen) days of written notice by the Lessor.

3.4 (7) Any dispute in relation to the water, electricity or utility charges shall be resolved amicably between the parties failing which the matter shall be handed over to arbitration in accordance with Clause 6 of this Lease.

3.5 LESSEE'S OBLIGATION TO MAINTAIN AND REPAIR

3.5(1) The Lessee shall:

- (a) Throughout the Term keep and maintain the Premises in good repair and condition; and to replace from time to time the Lessor's fixtures and

appurtenances in the Premises, which may be or become damaged beyond repair at any time during or at the expiration of the Term.

- (b) Be responsible for the cleaning and re-painting of the interior of the Premises.

3.5(2) Nothing in subclause (1) shall require the Lessee to repair:

- (a) damage resulting from fair wear and tear, fire, lightning, storm, flood, tempest, earthquake, water damage (including sprinkler leakage and rain water), radiation, fusion, explosion or concussion from explosion, impact by vehicles and aircraft or article dropped from aircraft, termites, structural or inherent defect (whether due to faulty design, construction, inadequate supervision, defective or unsuitable materials or other cause), inevitable accident, Act of God, riot, civil commotion, strikes and enemy action; or
- (b) any part of the Structure of the Building;

3.6 LESSOR'S RIGHT OF ENTRY

3.6(1) The Lessor may;

- (a) at reasonable times;
- (b) on giving written notice; and
- (c) accompanied by a person appointed by the Lessee if the Lessee so requires; enter that part of the Premises that has not been marked on the plan as restricted space:
- (d) for the purpose of inspecting the state of repair of the Premises to ascertain that the covenants and conditions have been performed and observed;
- (e) re-inspect where, following an inspection under paragraph (d), notice has been served properly requiring the Lessee to remedy any want of repair; or
- (f) with its architects, contractors and workers carry out repairs, maintenance or alteration of the Premises if the work:
 - i. is necessary to comply with the Lessor's obligations to maintain or repair under this lease;
 - ii. is required by law to be done on or in the Premises; or
 - iii. is required to be done for the safety of the Premises.

3.6(2) In exercising its rights of entry under sub-clause 3.6(1)(c) the Lessor shall:

- (a) cause no undue interference with the occupation, use or enjoyment of the Premises by the Lessee;
- (b) forthwith make good any damage caused to the Premises by exercise of those rights; and
- (c) indemnify and keep indemnified the Lessee against all actions, claims, proceeding, expenses and demands in any way resulting from the exercise of those rights.

3.7 ASSIGNMENT/SUB-LETTING:

3.7(1) The Lessee shall not assign, sublet or part with the possession of the Premises or any part thereof to any entity or person without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. However, the Lessor hereby consents to Lessee's assignment or sublease of all or any part of the Premises to any entity

affiliated to the African Development Bank, any other public international organization or any diplomatic mission.

3.7(2) The Lessee shall enforce the performance and observance by every under lessee, of the Lessee's covenant and all other provisions of this lease during the residue of the Term.

3.7(3) The Lessee shall ensure that in any permitted underletting the rent, if reviewed under such underletting, shall be in accordance with the terms of this lease.

3.8 USE OF PREMISES

The Lessee shall not use the Premises for any purpose other than for office use or any other purpose to which the Lessor has given its consent in writing, which consent shall not be unreasonably withheld or delayed.

3.9 ALTERATIONS AND IMPROVEMENTS

3.9(1) It is hereby understood, agreed and mutually accepted by the Parties that during the initial Term, as well as during any optional period, the Lessee is authorized to do any alteration(s) or do any improvements on the Premises to suit its purpose(s) at its own expense with no transfer of any cost to the Lessor. However, any structural alterations that will affect the original design of the building require prior approval by the Lessor. The Lessee shall make good any part of the Premises, which may be damaged by such alterations or improvements.

3.9(2) Without limiting the generality of sub-cause 3.9(1) above, it is also agreed that the Lessee is authorized to carry out at its exclusive cost and expense, (i) a structural assessment of the Premises and (ii) alterations and/or improvements on the Premises, in accordance with an agreed work plan to be signed by both parties, to enable the Lessee utilize the Premises for its purpose. Such alterations and/or improvements per the agreed plan shall include but not be limited to:

- (a) Modify existing space to provide office spaces (cubicles and enclosed offices), meeting rooms, separate reception areas;
- (b) Add-on structure to accommodate a staff eating area; security guard booths;
- (c) Modify access to rear staircase to allow for appropriate fire escape provisions, installation of fire doors, fire alarm system;
- (d) All structural modifications to install and operate electricity generators
- (e) Furnish and install data wiring/Cat 5e;
- (f) Installation of security network including CCTV and access control systems;
- (g) Installation of any safes and communication equipment necessary for the activities of the Lessee, as authorized by relevant government agency;
- (h) The painting, displaying, affixing or exhibiting upon to or within the Premises of signs, insignia, satellite dishes, aerials or flagstaffs;
- (i) Addition of a water tower;
- (j) Plastering of the exterior and interior fence around the property.

3.9(3) The Lessee may at any time during the Term or within fourteen (14) days after the expiration or earlier termination of this Lease or of a holding over under Clause 8 remove its fittings, fixtures, plans, equipment and any other articles and additions brought by it onto the Premises in accordance with sub-clause 3.9(1) provided that if the Lessee damages the

Premises, the Lessee shall as soon as practicable make good any part of the Premises, which may be damaged by such removal.

- 3.9(4) Without prejudice to the obligation of the Lessee to repair damages in accordance with sub-clauses 3.9(1) and 3.9(3), upon the expiration or early termination of this Lease or of a holding over under Clause 8, the Lessee shall have no further obligation to restore the Premises, other improvements or surrounding land to its original condition prior to any alterations, additions, changes and improvements by Lessee under this Lease
- 3.9(5) If the parties agree in writing upon the amount, the Lessee may pay to the Lessor a sum in lieu of its compliance with sub-clauses 3.9(1), 3.9(3) and 3.9(4) where the Lessee is required to make good the Premises in accordance with Clause 3.9 and in full satisfaction of its obligation under the sub-clauses above mentioned.

3.10 NUISANCE AND STATUTORY OBLIGATIONS

- 3.10(1) Each Party shall not do or permit or suffer to remain upon the Premises anything, which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage. Neither the Lessee nor the Lessor shall bring into the Premises any materials containing asbestos in any form.
- 3.10(2) During the term of this Lease, the Lessee shall comply in all respects with the provisions of any statute, any other obligation imposed by law or any bye – laws by the government, a department of the government or a local authority as is applicable to the Premises or in regard to carrying on the business of the Lessee on the Premises, including sanitary laws, ordinances, rules, and orders of appropriate government authorities affecting cleanliness, and preservation of the Premises, during the term of this Lease.

3.11 IDEMNITIES

The Lessee shall be responsible for and shall keep the Lessor indemnified against all damages, losses, costs, expenses, actions, demands and claims and liabilities made against or incurred by the Lessor arising directly out of any of the following:

- (a) any act of omission or negligence of the Lessee, its agents or any persons present at the Premises with the express or implied authority of the Lessee; or
- (b) any breach or non-observance by the Lessee of the covenant conditions or other provisions of this lease, including the obligation to pay rent.

3.12 LESSEE NOT TO VOID LESSOR'S INSURANCE

The Lessee shall not at any time during the Term without the consent in writing of the Lessor do any act or thing upon the premises whereby the Lessor's insurance referred to in Clause 4.9, the terms of which have been made known to the Lessee, may be rendered void or voidable or whereby the rate of the premium on such insurance is increased.

3.13 DIPLOMATIC TERMINATION CLAUSE

Notwithstanding the provisions of clause 3.1 of this Lease, the Lessee is entitled to terminate this Lease by giving the Lessor three (3) months' notice in the event that, for any reason, it ceases its operations in the Ethiopia or closes its Country Office in Addis Ababa. Such termination of this Lease shall be without prejudice to any right of action or remedy of either party in respect of any antecedent breach of the terms and conditions contained in this Lease. If the Lessee terminates this Lease in accordance with this clause, the Lessee shall not be liable for any charges additional to those incurred up to the date the Lease is terminated and the Lessor shall, within thirty (30) calendar days from the termination date, refund to the Lessee all advance rental and other payments made under this lease, in excess of the liability accrued to the date of termination. The Lessee shall yield up the Premises with vacant possession and in full compliance with all tenant covenants in this Lease

4. THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS:

4.1 QUIET ENJOYMENT

4.1(1) The Lessor hereby covenants and agrees that Lessee, paying the rent and performing the covenants and stipulations herein contained, shall peaceably hold, possess and enjoy the Premises without any interruption or disturbance from the Lessor or any person lawfully claiming through or under the Lessor and without molestation or disturbance from any person or persons during the period of this Lease and the Lessee shall use the property for its activities in Ethiopia

4.1(2) Should any breach of sub-clause 4.1(1) above occur:

- (a) The Lessor shall take all reasonable steps to bring the disturbance or interruption to an end as quickly as possible; and
- (b) if the breach, in the reasonable opinion of the Lessee's Representative renders the Premises wholly unfit for occupation, use of enjoyment by the Lessee then the rent and all other moneys payable by the Lessee hereunder shall abate according to the provisions of clauses 5 as if the Premises had been damaged or destroyed.

4.2 NON DEROGATION FROM GRANT

The Lessor shall not derogate from its grant of the Premises to the Lessee and that obligation of the Lessor shall not be excluded or in any way limited by any other terms of this Lease.

4.3 RATES AND TAXES

The Lessor shall be responsible for the payment of the Real Estate Tax and all other taxation which shall, from time to time, be assessed and levied on the Premises by the Government of Ethiopia or the municipal authorities during the period of this lease.

4.4 WARRANTY OF FITNESS

4.4(1) The Lessor:

- (a) warrants that at the commencement of the Term that the Premises are fit for the use and occupation in accordance with the permitted use set out in Clause 3.8;
- (b) undertakes during the Term that the Premises shall remain so fit.

4.4(2) The Lessor shall be responsible for any loss or damage suffered by the Lessee and occasioned by or arising out of:

- a. any structural faults or defects including those inherent in the Premises.
- b. any condition of the Premises which is dangerous to health or unsafe or hazardous; or
- c. a failure on the part of the Lessor, its servants, agents, contractors, or any other person claiming under the Lessor to take all steps reasonable in the circumstance to prevent persons being injured or suffering damage to property while in the Premises.

4.4(3) The Lessor shall, within a reasonable time and at its own expense, comply with the Lessee's reasonable requests relating to the health, safety and security of the Premises and its occupants.

4.5 LESSOR'S OBLIGATION TO MAINTAIN AND REPAIR

4.5(1) Subject to the covenant on the part of the Lessee to repair contained in Clause 3.5 and in accordance with Clause 3.6, the Lessor shall at all times during term and otherwise, so long as the Lessee may remain in possession of the Premises, maintain and keep the Premises and the Lessor's fittings and fixtures therein and the Services, in a safe and secure condition and in good and substantial repair and working order and the Lessor shall immediately remedy all defects which result from faulty design, supervision or materials from construction not having been carried out in a proper workman like manner.

4.5(2) If the Lessor fails to perform its obligations under Clause 4.5 within fourteen (14) days of being requested to do so in writing by the Lessee or if having commenced to carry out its obligations within fourteen (14) days period it is in the reasonable opinion of the Lessee's Representative that the Lessor has failed to diligently pursue its obligation to maintain and repair, then the Lessee may, at its option and without further reference to the Lessor, do or cause to be done whatever is necessary to comply with sub-clause 4.5(1) and shall be indemnified by the Lessor for the costs so incurred.

4.6 HEALTH AND SAFETY

Without limiting the generality of clause 4.4, the Lessor warrants:

- (a) that no materials containing asbestos exist in the Premises; and/or
- (b) that no materials containing asbestos shall be added with the Lessor's knowledge and consent to the Premises during the Term of this Lease.

4.7 SERVICES

4.7(1) The Lessor shall through the term at the Lessor's expense:

- (a) subject always to any failure in the supply of water, or electricity to the Premises which is outside the control of the Lessor, use its best endeavors to provide and operate the Services for the Lessee's enjoyment of the Premises and in accordance with any minimum standards as are commonly applied for similar buildings and premises ; and
- (b) if any of the Services become unusable or otherwise, incapable of being operated in accordance with those standards from any cause, within a reasonable time, repair the same or substitute by way of renewal other fixtures, installations or systems or part thereof (as the case may require) of equivalent type and quality.

4.8 REMEDIES ON MALFUNCTION OF SERVICES

Without prejudice to any other rights or cause of action available to the Lessee, if the occupation or use or enjoyment of the Premises by the Lessee, in the reasonable opinion of the Lessee's Representative, of the Premises has been diminished as a result of a malfunction of the Services or any part thereof in the Premises for a period of three (3) working days excluding weekends and public holidays after written notification by the Lessee to the Lessor of any such malfunction, then:

- (a) subject to sub-clause (b) of this Clause, the rent and any other amounts (or a proportionate part depending upon the proportion of the Premises affected directly or indirectly by such malfunction) payable by the Lessee shall abate from the expiration of such working days and shall continue to abate for each subsequent day of part thereof until the Services are restored and such abatement shall be at a rate mutually agreed upon and failing such agreement shall be determined in accordance with the provisions of Clause 6.1; and
- (b) where the malfunction of the Services is unlikely to be rectified within thirty (30) days from the date of occurrence of the event described in sub-clause 4.8(1), the Lessee may by thirty (30) days' notice in writing to the Lessor terminate this Lease but without prejudice to any rights or claim for damages which may have accrued to either party prior to that termination.

4.9 LESSOR TO INSURE

4.9(1) The Lessor shall, during the term, insure and keep insured at no cost whatsoever to the Lessee, its interests in the Premises including Services and all other improvements of an insurable nature in the Premises, for their full reinstatement or replacement value at the time of loss or damage, against loss or damage from fire, lightening, storm, flood and tempest, earthquake, water damage, explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, riots, strikes, civil commotion.

4.9(2) any insurance policy effected by the Lessor shall be in the form of a standard policy issued by the insurer for that class of insurance. The Lessor shall, if required by the Lessee, produce for inspection by the Lessee, proof of the existence of any insurance policy effected in terms of this clause and evidence of its renewal.

4.10 LESSOR TO CLAIM ON INSURANCE:

On the happening of any event against which the Lessor is, or is required by this Lease to be insured:

- (a) the Lessor shall pursue all and every claim for which it may be indemnified under its insurance; and
- (b) notwithstanding anything contained or implied in this Lease to the contrary, where the damage is caused by negligence of the Lessee or the Lessee's personnel or contractors, the Lessee shall be required to repair or compensate the Lessor pursuant to this Lease or otherwise only to the extent that the Lessor is not entitled to receive indemnity under that insurance or has failed to insure the Premises in accordance with this lease or the insurer has become insolvent..

5. ABATEMENT OR TERMINATION OF LEASE ON DESTRUCTION OR DAMAGE

5.1(1) If during the term of this Lease the Premises or any part thereof are destroyed or damaged so as to render the Premises in the reasonable opinion of the Lessee's Representative wholly or partially unfit for the Lessee to occupy, use or enjoy (including where damage to a fire exit or other part of the Building has made use of the Premises dangerous) then:

- (a) the rent hereby reserved and all other moneys becoming payable by the Lessee under this lease after the date of such destruction or damage or a fair and just proportion thereof according to the nature and extent of the effect upon the Premises shall be suspended and cease to be payable until:
 - i. the Premises have been rebuilt, reinstated and repaired so as to be fit for occupation, use and enjoyment by the Lessee; and
 - ii. a further period has elapsed which is reasonable in all the circumstances to allow Lessee to carry out any necessary refitting out of the premises;
- (b) the Lessee's covenant to repair and maintain the Premises in good and tenantable repair shall cease and be suspended for so long as the Premises or part thereof are unfit;
- (c) where to occupy, use or enjoy by reason of such destruction or damage:
 - i. the Premises are wholly unfit for occupation, use or enjoyment and are likely to remain wholly unfit for not less than three (3) months from the date of the destruction or damage ; or
 - ii. the Premises are as a result of such damage or destruction, condemned as a dangerous building or structure by any authority having jurisdiction for such purpose, the Lessee may by one month's notice in writing to the Lessor terminate this lease; and
- (d) where the Premises are partially unfit for occupation or use and the Lessor fails to render them fit for occupation and use within a reasonable time in the opinion of the Lessee's Representatives having regard to the extent and severity of the destruction or damage suffered, the Lessee may:

- i. by one month's notice in writing to the Lessor terminate this lease; or
- ii. rectify the damage at the cost of the Lessor.

5.1(2) Any termination of this lease under this Clause shall be without prejudice to any rights or claims for damages which may have accrued to either party prior to that termination.

5.1(3) Where the Lessee's negligence has contributed to a material degree to the destruction or damage, the Lessee may exercise its rights under sub-clause 5.1(1) only to the extent that the Lessor is entitled to be indemnified from insurance against loss resulting from that exercise unless the Lessor's inability to gain such indemnity is due to its failure to insure in accordance with this Lease or insolvency of the insurer.

6. RESOLUTION OF DISPUTES:

6.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this lease amicably by direct informal negotiation.

6.2 If after thirty (30) days from the commencement of such informal negotiation the parties have been unable to amicably resolve the dispute or difference, either party shall require that such dispute be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force, by a sole arbitrator appointed by agreement of the parties. If the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration (LCIA) shall act as the appointing authority. The arbitration shall take place in (Republic of). The English language shall be used throughout the proceedings and the resulting award shall be final and binding on the parties and shall be in lieu of any remedy.

6.3 Nothing contained in this Clause 8 or in any provision of this Lease shall be construed as or constitute a waiver, renunciation or other modification of any right, immunity, privilege and exemption accorded to the Bank under the Agreement Establishing the African Development Bank, the Agreement Establishing the Country Office of the African Development Bank in Ethiopia.

7. OPTION TO RENEW

7.1 Any extension of the term of this lease or renewal of this lease for further period(s) shall be as mutually agreed between the parties. To this end:

- (a) The Lessee shall give notice in writing to the Lessor of its intention to renew the Lease not less than three (3) months prior to the expiration of the Lease. Any breach or default under this Lease by the Lessee prior to the giving of the notice shall, unless waived by the Lessor, be rectified by the Lessee before any extension of the term of this lease or grant of a new lease for another duration of three (3) years.
- (b) The annual rent applicable to the extended term or renewal of the Lease shall be as mutually agreed by the parties. However, any periodic rent increase shall not exceed three percent (3%) of the initial Rent.

7.2 If the parties are unable to agree as to the rental to be charged for such renewed term within fourteen (14) days the question shall then be referred by either party to arbitration in accordance with Clause 6 of this Lease, for final and binding determination of the rent.

8. HOLDING OVER

Where the Lessee continues in occupation of the Premises after the expiration of the Term or any further extensions or renewals without any demand for possession having been made by the Lessor, the Lessee shall be deemed to be holding the Premises under a monthly tenancy that may be terminated at any time upon one (1) months' notice being given by either party to the other. The monthly tenancy shall be at the same rent and subject to the same terms as are contained in this Lease.

9. TERMINATION

9.1 The Lessor may terminate this Lease and re-enter upon the Premises, but without prejudice to any rights or claims for damages which may have accrued to the Lessor against the Lessee in respect of any antecedent breach of any of the covenant and conditions in this Lease, if the rent hereby reserved or any part thereof is forty-five (45) days in arrears without any dispute on the amount of the rent due or if the Lessee neglects or fails to perform or observe any of the covenants, conditions or agreements contained in this Lease on its part and that neglect or failure continues for one (1) month after the Lessor gives written notice to the Lessee to remedy the same.

9.2 The parties may terminate this Lease by mutual agreement in writing.

9.3 Without prejudice to any rights or obligations contained herein, either party shall be entitled to terminate this Lease at any time by giving to the other Party six months' notice in writing of its desire to so terminate.

10. NOTICES

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

10.2 For purposes of this clause, the Lessee nominates the leased Premises as its physical address while it is in occupation. Before taking occupation and if the Lessee has vacated the Premises and no other address has been notified to the Lessor, any written communication, notices and requests shall be sent to the Lessee's mailing address at its headquarters in Abidjan, Avenue Joseph Anoma, 01 B. P. 1387, Abidjan, Cote d'Ivoire, or to any other address as may be notified subsequently.

The Lessor

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Addis Ababa
Ethiopia

Attention:
Telephone: +251... ..
Fax: +251
E-Mail:

The Lessee: The African Development Bank,
.....
.....

Attention

Telephone :

Email :

11. TIME FOR COMPLIANCE

- 11(1) Any notice served by the Lessor in accordance with this Lease requiring the Lessee to pay any moneys or perform any act must allow a minimum of fourteen (14) days (unless a longer period is expressly provided) for compliance herewith.
- 11(2) The Lessee shall be under no obligation to pay any amount, except for rental, which the Lessee becomes liable to pay under this Lease, until fourteen (14) days after the Lessor has furnished the Lessee with reasonable particulars of the amounts claimed by the Lessor and reasonable proof of payment thereof.

12 GENERAL CONDITIONS

12.1 GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of Ethiopia.

12.2 COSTS OF LEASE

Each party shall bear their own solicitor's fees, costs and expenses incidental to the preparation of this Lease.

12.3 REGISTRATION

Where the law requires that this Lease be registered, such registration shall be effected at the request of the Lessor, it being understood that the Lessee is exempt from registration fees.

12.4 COUNTERPARTS

This Lease is executed in four (4) counterparts in the English language.

12.5 INTERPRETATION

Except otherwise provided herein:

- (a) a reference to a Clause is to a clause of this Lease;
- (b) a reference to a sub-clause is to the relevant sub-clause of the clause in which the reference appears;
- (c) a reference to a paragraph is to the relevant paragraph of the sub-clause or the schedule in which the reference appears;
- (d) a reference to a Schedule is a reference to a schedule to this lease;
- (e) clause headings, sub-clause heading and foot notes and side notes may be/are included in this Lease for convenience of reference only and shall not be deemed to be part of, and shall not be used in the interpretation or construction of, this Lease.
- (f) words in the singular include the plural and vice versa;
- (g) words importing one gender include each of the other genders;
- (h) all documents referred to as having been supplied to the Lessor copies of which are set out in a Schedule shall mean those documents as amended from time to time during the term.

12.6 ENTIRE AGREEMENT

This Lease contains the full and complete understanding between the parties and supersedes all prior agreements and understandings whether written or oral between the parties in respect thereof.

12.7 BINDING FORCE

The Lease shall be binding upon the parties, their heirs, executors, administrators, legal representatives and assigns and successors-in-business as if they were personally mentioned herein by name.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their signatures, or cause their authorized representatives to set their hands and affix their signatures on the date, month and year first above written.

FOR THE LESSOR

**FOR THE LESSEE
AFRICAN DEVELOPMENT BANK**
