REQUEST FOR PROPOSAL FOR REVIEW, SUPPLY, INSTALLATION AND MAINTENANCE OF A FIRE DETECTION AND SUPPRESSION SYSTEM FOR THE AFRICAN DEVELOPMENT BANK, Ghana Country Office, Accra

REF: AfDB/RFP/COGH/2022/001

Ghana Country Office

APRIL 2022
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Reference</th>
<th>Contents</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 1</strong></td>
<td>Instructions to Bidders</td>
<td>For information</td>
</tr>
<tr>
<td><strong>Annex I</strong></td>
<td>RFP Data Sheet</td>
<td>For information</td>
</tr>
<tr>
<td><strong>Annex II</strong></td>
<td>Description of Goods/Technical Specification/Terms of Reference</td>
<td>For information</td>
</tr>
<tr>
<td><strong>Annex III</strong></td>
<td>Evaluation Criteria and Methodology</td>
<td>For information</td>
</tr>
<tr>
<td><strong>Annex IV</strong></td>
<td>Technical Proposal Questionnaire</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix A – Statement of Conformity (Mandatory)</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix B – Bidder Information Sheet</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix C – Party to Joint Venture Information Sheet</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix D – Qualification (Pass/Fail) Assessment</td>
<td>For information</td>
</tr>
<tr>
<td></td>
<td>Appendix E – Litigation History</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix F – Conflict of interest</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix G – Technical Evaluation</td>
<td>For information</td>
</tr>
<tr>
<td></td>
<td>Appendix G (ii) – Detailed Sustainability criteria Evaluation</td>
<td>For information</td>
</tr>
<tr>
<td></td>
<td>Appendix H – CVs of proposed personnel</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix I – List / summary of proposed key personnel</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix J – List of current and previous clients</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix K – List of equipment and tools</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix L – Bid Securing Declaration Form (Mandatory)</td>
<td>For completion</td>
</tr>
<tr>
<td><strong>Annex V</strong></td>
<td>Financial Proposal Questionnaire</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix A – Bid Submission Form</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix B – Price Schedule</td>
<td>For completion</td>
</tr>
<tr>
<td><strong>Annex VI</strong></td>
<td>Eligibility Requirements</td>
<td>For information</td>
</tr>
<tr>
<td><strong>Annex VII</strong></td>
<td>List of member countries</td>
<td>For information</td>
</tr>
<tr>
<td><strong>Annex VIII</strong></td>
<td>General and Specific Conditions</td>
<td>For information</td>
</tr>
<tr>
<td><strong>Annex IX</strong></td>
<td>Draft contract</td>
<td>For information</td>
</tr>
<tr>
<td><strong>Annex X</strong></td>
<td>Supplier performance evaluation form</td>
<td>For information</td>
</tr>
<tr>
<td><strong>Annex XI</strong></td>
<td>Contractor’s code of conduct</td>
<td>For information</td>
</tr>
</tbody>
</table>
INTRODUCTION

Dear Sir/Madam,

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

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

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

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

5. The information contained in the RFP is designed to enable bidders complete and submit proposals. Bidders shall read the RFP carefully and ensure proposals comply with the instructions provided in the RFP. Bidders are required to complete and submit the Technical Proposal Questionnaire (Annex IV) and Financial Proposal Questionnaire (Annex V) in accordance with the Instructions to Bidders (Section 1), RFP Data Sheet (Annex I), Description of Goods/Technical Specification/Terms of Reference (Annex II), Eligibility Criteria (Annex VI) and General and Specific Conditions (Annex VII). The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology (Annex III). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.


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

Eyerusalem FASIKAI
Country Manager
GENERAL

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

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

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

2.2. A bidder/supplier who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank shall reject a proposal if it determines that any such gift has been offered.

2.3. All bidders/suppliers are required to comply with the Code of Conduct for Suppliers in the General and Specific Conditions.

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

4. Joint Venture

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

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

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

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

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

7. **Clarification of RFP**

7.1. A bidder requiring any clarification on the RFP shall notify the Bank in writing at the details provided in the **RFP Data Sheet** and within the period for clarification in the **RFP Data Sheet**. Written copies of the Bank’s response (including the questions raised without identifying the source) shall be posted on the Bank’s website.

7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change to the RFP shall be raised at the earliest opportunity in writing at the details provided in the **RFP Data Sheet** and in any event no later than the deadline in the **RFP Data Sheet**. **The Bank shall not consider any request to change the General Conditions.**

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

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

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

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

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

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

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

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

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**PREPARATION OF PROPOSALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Bid Prices**

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

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

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

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

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

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

SUBMISSION AND OPENING OF PROPOSALS

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

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

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

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

32. Proposals submitted by mail, courier or hand-delivery
   32.1. If provided in the RFP Data Sheet, proposals shall be submitted by mail, courier or hand delivery.
   32.2. Proposals shall be submitted in a sealed envelope (with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes) and addressed to the Bank at the address in the RFP Data Sheet.
   32.3. Each bidder shall submit proposal in one original and four copies (any attachment, appendix and annex thereto shall also be submitted in one original and four copies): the
original proposal shall carry the mention “Original” and each of the four copies the mention “Copy”. The technical proposal (one original and four copies) and the financial proposal (one original and four copies) shall each be placed in two separate sealed envelopes (the “internal envelopes”).

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

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

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

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

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

32.9. When delivered by hand, the proposal shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 12.30 hrs. and from 14.00 hrs. to 17.30 hrs. Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

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

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

33.2. **Proposals submitted by mail, courier or hand-delivery** - The bidder’s modification or withdrawal shall be prepared, sealed, marked and dispatched as per paragraph 32 and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as “Modification” or “Withdrawal”.

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

**EXAMINATION OF PROPOSALS**

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

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

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

37. **Determination of Responsiveness**

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

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

37.2. A material deviation, reservation or omission is one that,
   37.2.1. If accepted, would:
      37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;
      37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank’s rights or the bidder’s obligations under the proposed contract; or
      37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.

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

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

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**BID EVALUATION**

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

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

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**AWARD OF CONTRACT**

40. **Award Methodology**
40.1. The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology.

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

41. **Contract Award**

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

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

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

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

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

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

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

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

46. **Performance Security**

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

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

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

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

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

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

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

47.4. The advance payment guarantee shall be returned to the bidder as set out in the General and Specific Conditions.

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

**FURTHER ASSISTANCE**

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

50. **Assistance** – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact Tender_COGH@AFDB.ORG and quote the tender reference.
ANNEX I – RFP DATA SHEET

The numbering below refers to the appropriate numbering of the introduction

| § 1 | The goods and services to be provided are outlined in Annex II. |
| § 1 | To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria: |

- Bid Validity period: one twenty (120) days.
- Appendix 4A (Declaration of conformity): Completed and signed
- Appendix 4L (Bid Securing Declaration Form): Completed and signed
- Appendix 5A (Letter of bid): Completed and signed

Eligibility of Bidders, Goods and Services: Interested Companies must originate from one of the Bank’s member countries listed in Annex VII of the Request for Proposal.

Eligibility Criteria: a bidder shall not be eligible if any of the situations listed in Annex VI apply.

Financial Standing: An average turnover of at least GHS700,000 (Seven Hundred Thousand Ghana Cedis) per annum for the last three years [2019, 2020, 2021 or latest].

General and Specific Experience: a bidder shall have a minimum of Five [05 years] experience and successfully or substantially implemented as a prime contractor at least two projects of a similar nature and complexity (the contracts cited shall be at least 70% complete) in the last Seven [07 years] of minimum value equal to GHS200,000 for each project. If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 7 years with certificate of compliance and amount and contract or letter of award.

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

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

The numbering below refers to the appropriate numbering of the instructions to bidders
§ 7 Request for clarification and/or request for change to the RFP shall be sent in writing: by electronic mail: Tender_COGH@AFDB.ORG; The request shall be received by the Bank no later than 18th May 2022 at 1500hrs (Ghana local time).

§ 8 The Bank shall organize a site visit and pre-bid meeting: [YES]. 11 May 2022 at 11.00 hours (Ghana local time) at the Bank’s premises located at Ghana Country Office (COGH) in Accra – Ghana (No. 2 Rangoon Lane, Rangoon House (Vivo Place), (3rd Floor), Cantonments).

The site visit and pre-bid meeting is a mandatory requirement: Yes

§ 10 The language of proposals and all correspondence is English. This language will govern the contractual/legal relationship between the Bank and the contract. Bidders who so wish may bid in French. However, Appendixes 4A, 4L, and 5A (section 4) as well as the proposed contract shall be in English.

§ 20 Alternative proposals are accepted: NO

§ 24 The prices shall be expressed in GHS – Ghana Cedis.

§ 25 The Bank’s requirement is divided into lots – NO

Bidders can submit a proposal for one or multiple lots: N/A

§ 26 The minimum period of validity of proposals is one twenty (120) days from the deadline for submission of proposals.

§ 27 Bid security is required: YES in a form of Bid-Securing Declaration

§ 27.1 If a Bid-Securing declaration form is required:

However, bidders are required to complete the bid-securing declaration form to secure their proposal. Any proposal not supported by a bid-securing declaration will be automatically disqualified. Bidders should use the bid-securing declaration form in Section 4.

§ 28 The deadline for submission of proposals is 26th May, 2022 at 15:00 hours (Ghana local time)

§ 31 Proposals shall be hand delivered at the address indicated below
### § 32
Proposals shall be sent to the following address and the external envelope shall bear the following information:

African Development Bank | Ghana Country Office
No. 2 Rangoon Lane
Rangoon House, (3rd Floor)
Cantonments, Accra.
P.M.B. MB 59, Ministries
Accra, Ghana

### § 46
Performance security is required: **NO**

### § 47
Advance payment will be provided to the successful bidder: **N/A**

### § 48
The Bank shall retain 10% of the contract sum until the end of the defects liability period: **N/A**
ANNEX II DESCRIPTION OF GOODS / TECHNICAL SPECIFICATION / TERMS OF REFERENCE

1.0 BACKGROUND INFORMATION

1.1 The African Development Bank is a ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further the economic development and social progress of African countries, individually and collectively. 80 member countries including all the 54 African countries and 27 non-African countries in the Americas, Europe and Asia own the Bank (Please see Annex 6 for a list of the Bank’s member countries).

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

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

2.0 OVERVIEW OF THE GHANA COUNTRY OFFICE

The ADB hereby invites companies to submit their proposal to supply, install and maintain a Fire Detection and Suppression System in its Server Room.

Supply, Installation and Maintenance of Fire Detection and Suppression System

A. BACKGROUND

Contractor shall have the capacity to review, design, configure, install and provide maintenance services for a Fire Detection and Suppression System to be deployed in its Server Room located at Ghana Country Office (COGH) in Accra – Ghana (No. 2 Rangoon Lane, Rangoon House (Vivo Place), (3rd Floor), Cantonments).

The Contractor is to review the existing components, provide all labor, tools, equipment, hardware and consumables to facilitate the system deployment. The awarded Contractor shall design, furnish, engineer, fabricate, install, test and maintain a complete and operational Fire Detection and Extinguishing System, including charged storage cylinders, piping, valves nozzles, wiring, components, appurtenances, and accessories. All materials and equipment shall be new and unused except existing equipment. The Contractor will be required to complete successful Sealing of the Server Room for Containment of Fire Suppression Agents.
B. OBJECTIVE

The primary objective of the system would be to detect and suppress fire in the Server Room before it gains the potential to cause damage to equipment. The fire detection and suppression system should extinguish a fire while not harming equipment or posing a threat to humans or the environment.

SCOPE OF WORK

The review, design, configuration, installation, testing, commissioning and maintenance of the Fire Detection and Suppression System shall include but will not be limited to the following:

i. Review of existing equipment on site;
ii. Installation of a Total Flooding Clean Agent container with the required quantity of fire extinguishing agent, to be determined by the Contractor;
iii. Complete piping and nozzle assembly;
iv. Installation of a single hazard panel with an abort and manual release;
v. Install all the necessary alarm bell(s), alarm strobe(s), alarm horn/strobe(s) and sensors;
vi. Conduct a pressure and leakage test to verify closure requirements and the integrity of the design;
vii. Maintenance of existing building-wide smoke detector system

C. DESIGN

Piping shall be concealed above the ceiling except for the extension to the wall nozzle which may be exposed adjacent to the wall. The entire server room must have Clean Agent coverage. The System components shall be located to maintain no less than the minimum clearances from energized electrical parts.

Working plans and Clean Agent calculations shall be submitted for approval. Plans shall include, but will not be limited to, showing the location and construction of the protected enclosure walls, enclosure cross section, design extinguishing concentration, schedule of equipment, piping and hangers, isometric view of the distribution system, location of storage container, sensors, nozzles, control panel, alarms, signs, etc.

D. MANUFACTURER’S DATA

The awarded Contractor shall provide to the Bank data from the manufacturer on the main system components including dimensions, wiring diagram, installation, testing procedures, maintenance, etc. as applicable.

E. MATERIALS
All materials provided under this agreement shall comply with the requirements of the Standard on Clean Agent Fire Extinguishing Systems. Written proof of this should be provided.

The storage container shall be manufactured in accordance with industry regulations. In addition, the storage container shall have a pressure gauge, a liquid level indicator and a low-pressure supervisory switch.

The discharge nozzles shall be designed to complete the discharge of the Clean Agent in ten (10) seconds or less, and shall have been tested for their ability to discharge under extreme conditions.

The control panel shall be microprocessor-based with hardware and software integration designed to guarantee reliability. The control panel shall be complete with all required components and functions for the specific application including, but not limited to:

- Detection circuits that can be configured for sequential detection,
- Status LEDs for instant feedback
- A diagnostic LED display for troubleshooting, providing current status and retaining stored events
- A reset and silence switch;

F. INSTALLATION

Installation, service and maintenance shall be performed by the Contractor personnel skilled in Clean Agent Fire Extinguishing system technology (bidders shall supply any certifications detailing such.)

G. SYSTEM TESTING

After the completion of the installation, the Contract or shall test the entire system. The installation and tests shall be approved by the City Council of Nairobi Fire Department’s Office. The test report and/or certification shall be submitted to the Bank for approval.

H. TRAINING

After the completion of the installation, tests, etc., the Contractor shall provide training in operation of the system to selected Bank staff and security personnel responsible for the system. The cost of training shall be deemed to be included in the schedule of rates for the equipment. Special care shall be taken to make sure the employees:

i. Understands how and when to utilize the manual release and abort functions;
ii. Understands how to read the container pressure gauge and liquid level indicator and their normal readings;
iii. Understands how to test the alarm components;
iv. Understands how to read the status LED’s; and  
v. Understands how to utilize the diagnostic LED for troubleshooting,  
vi. reading the current status and accessing the stored events information.

I. DOCUMENTATION

An as-built Instruction and Maintenance Manual shall be provided prior to final acceptance of the system to the Bank and maintained on site.

J. CONTRACTOR EXPERTISE REQUIRED

The Contractor must document a professional level of expertise in plumbing and electrical system installation and must be a certified reseller/installer of Fire Suppression Gas System (Clean Agent). The Contractor shall be trained by the manufacturer to calculate/design, install, test and maintain the fire suppression system and shall be able to produce a certificate stating such on request.

K. CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein:

- Certified Fire Suppression Gas System (Clear Agent) Reseller/Installer
- Licensed Electrician
- Licensed Plumber/Gas Fitter
- The contractor must have:
  i. a minimum of five (3) years’ experience in the design and manufacture of systems of similar type.
  ii. The name of the manufacturer and manufacturer part numbers shall appear on all major components.
  iii. All devices, components and equipment shall be the products of the same manufacturer/supplier.
  iv. The system shall be supplied and installed by a factory-authorized, Fire Suppression Systems Distributor. The Distributor/Installer shall be trained by the manufacturer to calculate/design, install, test and maintain the fire suppression system and shall be able to produce a certificate stating such on request.
  v. The factory-authorized Fire Suppression Systems distributor shall confirm in writing that he stocks a full complement of spare parts and offers 24-hour emergency service for all equipment being furnished.

L. SYSTEM MAINTENANCE
The contractor will be required to provide system maintenance and repair services for the following:

1. Fire detection and suppression system (server room).
2. Four (3) portable fire extinguishers in COGH Office (2 CO2 and 1 Powder).

For this, the contractor will provide the following:

i. **Scheduled Semi-Annual maintenance cost.** The scheduled maintenance will involve: optimization of fire detection and suppression system functionality, testing and Clear Agent level optimization in the Server Room and the maintenance of the portable fire extinguishers annually.

ii. **User Support/ Repair Charges** – the cost of site visit to repair a reported fault or offer user assistance in the operation of the systems.

iii. The supplier will provide telephone number and email address for User Support, fault and maintenance call reporting.
ANNEX III – EVALUATION CRITERIA AND METHODOLOGY

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

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

3) The final score shall be calculated as follows:

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

TECHNICAL EVALUATION

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

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

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

FINANCIAL EVALUATION

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

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

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

FINAL RANKING

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

AWARD OF CONTRACT

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

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

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

11) Prospective bidders should be ready to facilitate an on-site visit at the Client place with meetings with key stakeholders of the project.

12) The selected Bidder will be required to provide an Insurance certificate for professional liability of the bidder.
ANNEX IV – TECHNICAL PROPOSAL QUESTIONNAIRE

STATEMENT OF CONFORMITY

To:
African Development Bank | Ghana Country Office (COGH) |
No. 2 Rangoon Lane
Rangoon House, (3rd Floor)
Osu, Accra.
P.M.B. MB 59, Ministries
Accra, Ghana

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No. AfDB/RFP/COGH/2022/001 - SUPPLY, INSTALLATION AND MAINTENANCE OF A FIRE DETECTION AND SUPPRESSION SYSTEM and have no reservation to the RFP including addendum issued;

(b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;

(c) We offer to provide the goods and services in conformity with the RFP;

(d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract;

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

(f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;

(g) We understand that the Bank’s policy requires bidders and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;

(h) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;

(i) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;

(j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;

(k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

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

We understand that you are not bound to accept the most advantageous proposal or any other proposal that you may receive.
We confirm that the undersigned are authorized to commit the bidder(s) to the obligations contained in the RFP and the contract.

Name

In the capacity of

Signed

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

Dated on
**Appendix B**

**BIDDER INFORMATION SHEET**

1. Bidder's Legal Name:

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

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

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

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

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

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

PARTY TO JOINT VENTURE INFORMATION SHEET

1. Bidder’s Legal Name:

2. JV’s Party legal name:

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
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</thead>
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<td>STATEMENT OF CONFORMITY AND BID SUBMISSION FORM</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
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</tbody>
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A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity and bid submission form in the format provided.

A power of attorney shall be attached, if applicable.

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

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### ELIGIBILITY CRITERIA

The bidder is from a member country of the Bank.

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

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

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

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

The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by

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**PASS/FAIL CRITERIA**

**Bidders Compliance Requirements**

**Bidders Response**

**Comments / Evidence provided**

---

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- **an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation.**

- **The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.**

- **The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?**
### PASS/FAIL CRITERIA

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

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

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

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

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

<table>
<thead>
<tr>
<th>JV (if applicable)</th>
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The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.

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

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

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

### FINANCIAL STANDING

See below
### PASS/FAIL CRITERIA

| Bidders Compliance Requirements                                                                 | Bidders Response | Comments
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<td><strong>must meet at least 20% of the requirement</strong></td>
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**The bidder has a minimum turnover of at least Ghana Cedis 700,000 annually, for the last three years [2019, 2020, 2021 or latest].**

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

**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 [2019, 2020, 2021 or the latest].

If the laws of the bidders’ country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2019, 2020, 2021 or the latest].
### PASS/FAIL CRITERIA

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

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

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

### GENERAL AND SPECIFIC EXPERIENCE

See below

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

| Must meet requirement | Must meet requirement | Must meet requirement | N/A |
### PASS/FAIL CRITERIA

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</table>

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

- The bidder has experience in at least two (2) similar contracts as a prime contractor within the last Seven (7) years, which have been successfully or substantially completed (the contract shall be at least 70% completed) of minimum value equal to GHS200,000. If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 7 years with certificate of

- Must meet requirement
- Must meet requirement
- Must meet requirement for one specialism
### PASS/FAIL CRITERIA

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

- **compliance and amount and contract or letter of award.**
  The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP.

If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 7 years.

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

### HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION

<table>
<thead>
<tr>
<th>Must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
<td></td>
</tr>
</tbody>
</table>

- **The bidder has had a contract(s) terminated in the last three (3) years for unsatisfactory performance or default.**
### PASS/FAIL CRITERIA

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

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

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

### CONFLICT OF INTEREST

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

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

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

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

Name of Bidder: 

Reference: **AfDB/RFP/COGH/2022/001**

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

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

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

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

### Pending Litigation

- □ No pending litigation
- □ Pending litigation

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

- □ No pending litigation
- □ Pending litigation
**CONFLICT OF INTEREST DISCLOSURE FORM**

**Name of Bidder:**

Reference: AfDB/RFP/COGH/202/001

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

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

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

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

Are you an employee or stakeholder of the Bank?

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

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

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

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

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

Name: In the capacity of:

Signed:

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

Dated on:
### TECHNICAL EVALUATION

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Maximum Points</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methodology for implementation of services and management of the contract</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Certified Fire Suppression Gas System (Clear Agent) Reseller/Installer® certification provided</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Manufacturer’s Data: Contractor shall provide to the Bank data from the manufacturer on the main system components including dimensions, wiring diagram, installation, testing procedures, maintenance, etc. as applicable</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Experience of the company in similar assignment including working with International Organizations (at least 3 years) List of current and previous assignments indicating name of client, period and duration of the contract, contact person and telephone no. (at least 3 clients)</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Qualifications and level of competency of each key staff to be assigned to the execution of the contract (use format as described in Appendix I)</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Equipment and tools: indicate the list of equipment to be made available for this contract. All devices, components and equipment shall be the products of the same manufacturer/supplier: (provide a list)</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
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</tbody>
</table>

An offer will be declared technically qualified and will be considered for the financial analysis if it obtains a minimum score of seventy (70) points.
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

(To be included in the Technical Proposal)

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

National Identity number:

Certificate of good conduct:

Date of Birth:

Years with Firm: Nationality:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date:

Signature of staff or authorized officer from the bidding firm

Day/Month/Year
**SUMMARY OF PROPOSED KEY PERSONNEL**

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

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

LIST OF CURRENT AND PREVIOUS CLIENTS

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

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

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

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Description, make, and Age (years)</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom or to be purchased from whom)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
Appendix L

BID-SECURING DECLARATION FORM

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

Bid No.: AfDB/RFP/COGH/2021/006

To: African Development Bank | Ghana Country Office (COGH) |
   No. 2 Rangoon Lane
   Rangoon House, (3rd Floor)
   Cantonments, Accra.
   P.M.B. MB 59, Ministries
   Accra, Ghana

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]
ANNEX V – FINANCIAL PROPOSAL QUESTIONNAIRE

BID SUBMISSION FORM

To: African Development Bank | Ghana Country Office (COGH) |
No. 2 Rangoon Lane
Rangoon House, (3rd Floor)
Cantonments, Accra.
P.M.B. MB 59, Ministries
Accra, Ghana

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No AFDB/RFP/COGH/2022/001 REVIEW, SUPPLY, INSTALLATION AND MAINTENANCE OF AN AUTOMATIC FIRE DETECTION AND SUPPRESSION SYSTEM and have no reservation to the RFP including addendum issued;
(b) We offer to provide the goods and services in the amount indicated in the Price Schedule form included in our proposal: GHS……………………………
(c) If provided in the RFP, the prices quoted shall remain fixed for the duration of the contract;
(d) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name
In the capacity of

Signed and stamp

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

Dated on
Appendix B

PRICE SCHEDULE FORM – to be sealed in the separate envelop “Financial bid”

Schedule 1: Review, Installation of Fire Detection and Suppression System in Server Room

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Items Required</th>
<th>Quantity</th>
<th>Country of Origin</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>Product Brochure</td>
<td>- Provide Colour Product Brochure for all system components indicating full product features and specifications.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td>1 year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Ghana Country Office, No. 2 A2 Rangoon Lane, Rangoon House, (3rd Floor), P.M.B. MB 59, Ministries, Accra, Ghana
Tel: 233-50 132 8869-71; 302-662818 – e-mail: TENDER_COGH@AFDB.ORG
Internet: www.afdb.org
## Schedule 2: Maintenance

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Items Required</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Scheduled Semi-Annual Maintenance Cost of Fire Detection and Suppression System - Server Room -</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Annual Maintenance of Portable Fire Extinguishers for Office (2 CO2 and 1 Powder)</td>
<td>2 CO2</td>
<td>1 Powder</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Site Visit/User Support Cost for Fire Detection and Suppression System</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Delivery required at NO. 2 A2 RANGOON LANE, RANGOON HOUSE (VIVO PLACE) 3RD FLOOR CANTONMENTS, ACCRA, GHANA

Payment Terms

100% Payment on Delivery and Installation, Certification & Invoicing

Shipping Mode

Delivery period 14 Days from issuance of Purchase Order.

Warrant/ Guarantee offered (at least one year)

Quotation Valid for 90 Days

Currency stated in Ghana Cedi

Any additional special conditions are given in this RFQ. In case of any conflict, these supersede any General Conditions for Purchase of Goods.

By signing and returning this Price Schedule, we agree to supply to the African Development Bank the above mentioned items at the rates quoted. We agree that the contract will be governed by the General Conditions of Purchase of Goods of the African Development Bank and the Special Conditions for this purchase.

Bidder Comments (if any):

Name, Signature and functional title of Person completing this Form

(Add additional pages if necessary)

Seal of the company giving the name and address.
1. ANNEX VI – PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

ELIGIBILITY

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

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

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

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

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

3.3 In order to be eligible:

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

Contractor means a Vendor who has entered into a contract with the Bank for the provision of Goods, Services, Real Estate or Works.
**Goods** means tangible items, including assets and expendable items that are purchased, hired, leased or rented by the Bank. A ‘Good’ may include related Services, such as transportation, insurance, installation, commission, training and initial maintenance, provided that the value of those Services is less than the value of the Goods acquired.

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

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

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

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

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

**REGIONAL COUNTRIES** (*means location of existing or future Bank offices)*

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<td>Senegal*</td>
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**NON REGIONAL COUNTRIES**

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52

Ghana Country Office, No. 2 A2 Rangoon Lane, Rangoon House, (3rd Floor), P.M.B. MB 59, Ministries, Accra, Ghana
Tel: 233-50 132 8869-71; 302-662818 – e-mail: TENDER_COGH@AFDB.ORG
Internet: www.afdb.org
ANNEX VIII – GENERAL AND SPECIFIC CONDITIONS

1.0 Constitution of Contract

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

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

2.0 Performance of Contract

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

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

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

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

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

4.0 Financial Liability, Immunities and Applicable Law

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

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

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

5.0 Insurance

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

6.0 Documents

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

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

7.0 Changes

7.1 The Bank may, at any time by written order designated or indicated to be a change order, make changes to the Contract/PO or any part thereof.
7.2 If any such change increases or decreases the cost of and/or the time required for the performance of any part of the Contract/PO, an equitable adjustment shall be made in the Contract/PO price or time schedule or both, and the Contract/PO shall accordingly be amended. No change in, modification of, or revision to the Contract/PO shall be valid unless in writing and signed by an authorized representative of the Bank.

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

8.0 Payment and Claims

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

The Country Manager  
African Development Bank  
Ghana Country Office (COGH)  
No. 2 Rangoon Lane  
Rangoon House, (3rd Floor)  
Cantonments, Accra

Appropriate documentation should accompany all invoices.

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

9.0 Warranties

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

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

10.0 Safety

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

11.1 The Bank may at any time suspend the performance of the Contract/PO or any part thereof, even for its convenience, by a written notice specifying the part to be suspended, the effective date and the anticipated period of suspension. The Bank shall not be responsible for the cost of the Contractor’s further performance of the suspended part after the Contractor has been directed to suspend performance.

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

12.0 Termination of Contract/PO

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

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

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

12.1.3 For convenience, without assigning any reason.

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

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

12.4 If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (iii) for convenience, the notice of such a termination shall state that termination is for the Bank’s convenience, the extent to which the performance under the Contract/PO is terminated, and the effective termination date. The Bank will issue an equitable adjustment, not to exceed the total Contract/PO price, to compensate Contractor for: (i) the Contract/PO price for the Services accepted by Bank but not paid previously and adjusted for any savings, (ii) the costs incurred in the performance in the work terminated, including initial and preparatory expenses; (iii) the cost of settling and paying other Contractors, subcontractors or lessees under terminated agreements properly chargeable to the terminated portion of the Contract/PO and not included in items (i) and (ii) hereof; and (iv) a reasonable profit on item (ii) above.
12.5 If the Contractor is found to have engaged in any corrupt or fraudulent practices in connection with the Contract/PO, the Bank may in its sole discretion do any or a combination of the following: (i) declare void or terminate this Contract; (ii) declare the Consultant ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Consultant. For purposes hereof,:

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

13.0 Period of performance and Liquidated Damages

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

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

14.0 Liability

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

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

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

15.0 Intellectual Property and Confidentiality

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

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

16.0 Dispute Settlement

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

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

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

16.4 The arbitration shall take place in, Pretoria, South Africa and shall be in the English language.

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

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

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

17.0 Governing law

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

18.0 Force Majeure

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

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

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

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

19.0 Severability

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

20.0 Copyrights, database and design rights

The deliverable report(s) and other creative work of the Contractor called for by this Contract/PO, including all written, graphic, audio, visual and other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media, (the “Deliverable Work”) is being specially commissioned as work made for hire in accordance with the applicable copyright, data protection and design laws of the country governing the Contract/PO originated. The Bank is the proprietor of the Deliverable Work from the time of its creation and owns all right, title and interest therein throughout the world including, without limitation, copyrights and all related rights. To the extent that it is determined that the Deliverable Work does not qualify as a work made for hire within the meaning of the applicable copyright, data protection and design laws of the country governing the Contract/PO, then the Contractor hereby irrevocably transfers and assigns to the Bank all of its right, title and interest, throughout the world and in perpetuity, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by the Contractor or any other person.
DRAFT CONTRACT
No. AfDB/CTR/COGH/2021/006

SERVICE CONTRACT
AfDB/CTR/COGH/2022/001

FOR THE REVIEW, SUPPLY, INSTALLATION AND MAINTENANCE SERVICES
FOR AN AUTOMATIC FIRE DETECTION AND SUPPRESSION SYSTEM

BETWEEN

THE AFRICAN DEVELOPMENT BANK
GHANA COUNTRY OFFICE - COGH

AND

CONTRACTOR.

CONTRACT- No. AfDB/CTR/COGH/2021/006
REVIEW, SUPPLY, INSTALLATION AND MAINTENANCE OF AUTOMATIC FIRE DETECTION AND SUPPRESSION EQUIPMENT AT THE AFRICAN DEVELOPMENT BANK, GHANA COUNTRY OFFICE

THIS CONTRACT together with the General Terms and Conditions for the Purchase of Goods, Works and Services hereto and forming an integral part hereof, (hereinafter called the “Contract”) is made on the ………………………, 2014 between the AFRICAN DEVELOPMENT BANK, an International Financial Institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 BP 1387, Abidjan 01, COTE D’IVOIRE, 15 Avenue du Ghana, BP 323, 1002 Tunis Belvedere, TUNISIA, (hereinafter called “the Bank”), of the one part, and ……………………………… business registration No. ……………………………………… having its principal place of business at ………………………………………, (hereinafter called the “Contractor”), of the other part.

WHEREAS the Bank has determined the need to procure the services of a Contractor to execute Supply, Install and provide Maintenance Services Works for an Automatic Fire Detection and Suppression System at the Bank’s Ghana Country Office (COGH) (hereinafter called the “Works”).

WHEREAS the Bank has accepted the Bid by the Contractor for the execution and completion of the said Works and related services and the remedying of any defects therein;

AND WHEREAS the Contractor represents and affirms that it has the requisite qualifications, experience, skills and competence to perform the said Works;

NOW THEREFORE the parties hereto have agreed as follows:

Article 1. Description of Works

1.1 For the purpose of this Contract, “Works” shall mean the whole of the activities, services, materials, equipment, matters and things required to be done, delivered or performed by the Contractor, in accordance with the terms of this Contract, with regards to RFP No. AfDB/RFP/COGH/2021/006. Other words and expressions shall have the meaning given to them in the General Terms and Conditions for the Purchase of Goods, Works and Services.

1.2 Works shall be performed in accordance with the terms and conditions listed in the following documents:

   1.2.1 General Terms and Conditions for Purchase of Goods, Works and Services attached hereto.

   1.2.2 The RFP.

   1.2.3 The Work Plan proposed by the Contractor as accepted by the Bank.

   1.2.4 Contractor’s Proposals to RFP No. AfDB/RFP/COGH/2021/006.
Article 2. Commencement and Duration

The Contractor shall commence the Works from ………………………….. or the date of receipt of Notice to proceed.

Article 3. Duties of the Contractor

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

3.2 The Contractor shall perform the Works to the satisfaction of the Bank in accordance with the terms and conditions of this Contract.

3.3 The Contractor designates ………………………….. as the project’s leader to spearhead, and coordinate the performance of the Works and to act as the principal liaison between the Bank and the Contractor during the performance of this Contract. In this capacity, the project leader’s responsibilities shall include, but not be limited to, supervision and oversight of the Works and all communications between the Contractor and the Bank.

3.4 The Contractor shall keep and maintain accurate and complete accounts in respect of expenditure incurred by the Contractor under this Contract, in such form and detail as shall be satisfactory to the Bank, for the purposes of the Bank making payment under this Contract.

3.5 The Contractor shall be fully liable for the consequences of any error or omission on its part and for any damage caused by negligence on its part in carrying out the Works or performing its other obligations under this Contract.

3.6 The Contractor shall be fully liable for the consequences of error or omission on its part and for any damage caused by negligence on its part carrying out the Works or performing its other obligations under this Contract.

3.7 Cleaning and restoring the site and the removal of debris is the responsibility and liability of the contractor. It will be insured by the Contractor at its expenses.

Article 4. Representations, warranties and Covenants

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

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

Article 5. Insurance

The Contractor shall be responsible for insurance coverage for its experts and employees performing the Works in accordance with relevant industry norms and standards. The Bank shall have no responsibility whatsoever for such coverage or for any expenses that the Contractor or its employees, agents, affiliates, subcontractors or other persons deriving authority from the Contractor (collectively hereinafter referred to as the “Contractor’s Associates”) may incur.

Article 6. Relationship of the Parties and Indemnification

6.1 Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Bank and the Contractor other than that of independent contractor. Accordingly, the Contractor hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Contractor, or the Contractor’s Associates.

6.2 The Contractor hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and losses, liabilities, costs, claims, damages and expenses (“Losses”) which the Bank may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Contractor or any of the Contractor’s Associates, and the Contractor will reimburse the Bank for all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses.

Article 7. Payment for the Works

The Bank shall, subject to satisfactory performance of the Works, pay to the Contractor the amounts specified and in the manner prescribed in the Tender Document.

Article 8. Contract prices

Except as otherwise agreed with the Bank in accordance with the General Conditions, total payments under this contract shall be a sum equivalent to GHS ...........................................(………………………………………………Ghana Cedi).

Article 9. Facilities and Services Required for the Works

The Contractor shall provide all equipment and tools, required for the Works.

Article 10. Assignment and Subcontracting
10.1 The Contractor shall not assign, transfer or make any other disposition of any of its rights and obligations under this Contract, in whole or in part, except with the prior written consent of the Bank.

10.2 The Contractor shall not subrogate the whole or any part of the Works to any person or entity except with the prior written consent of the Bank given in respect of the particular person or entity.

10.3 Notwithstanding any such consent given by the Bank pursuant to Articles 10.1 or 10.2 above, the Contractor hereby guarantees full compliance by each of the Contractor’s Associates with the terms of this Contract and the prompt performance by each of them of the subcontracted parts of the Works. The Contractor further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Works.

Article 11. Effective Date and Expiry

11.1 The Contract shall become effective upon its signature by both parties (the date of the last such signature being the “Effective Date”)

11.2 Unless terminated, the Contract shall remain in force until ............................................ , the date on which all obligations arising out of or under this Contract have been discharged, in accordance with the provisions of the General Conditions of Contract.

Article 12. Notices and Requests

Any notice or request required or permitted to be given or made under this Contract shall be in writing and in the English or French language. Such notice or request shall be deemed to have been duly given or made when delivered by hand or by registered mail or facsimile to the party to which it is required to be given or made at the following address or such other address as any of the parties may have notified to the other party in writing.

FOR THE BANK

Mailing Address

The African Development Bank
Ghana Country Office
P.M.B MB 59 Ministries
Accra - GHANA

Attention
FOR THE CONTRACTOR

Mailing Address

Attention

Article 13. Modification or Amendment

13.1 This Contract constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof all of which are expressly excluded.

13.2 No amendment, modification or waiver of any provision of this Contract, nor consent to any departure by either Party therefrom, shall in any event be effective unless the same shall be mutually agreed upon, in writing and signed by authorized representatives of both Parties. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No delay or failure on the part of either Party in exercising any right, power or privilege hereunder shall constitute a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Article 14. Severability

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

Article 15. Counterparts

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names by their duly authorized representatives, on the respective dates specified below.
FOR THE AFRICAN DEVELOPMENT BANK

………………………………………………………… Date: __________________________

FOR THE CONTRACTOR Date: __________________________

ARTICLE 16. TERMS OF REFERENCE

This contract includes the corrective maintenance and is linked to the principal contract.

NOW THEREFORE, the parties hereto agree as follows:

16.1 SCOPE AND TERM OF CONTRACT

The purpose of this Contract is to describe the Supplier's responsibilities in the Maintenance of an Automatic Fire and Suppression System equipment is to be installed in the Server Room at the Ghana Country Office (COGH). The Supplier shall perform the services and carry out its obligations with due diligence, efficiency and economy, in accordance with standards specified in the Service Level Agreement. The Supplier shall observe sound management practices, and employ as appropriate advanced technology and safe method. In respect of this Contract, the Supplier shall always act as a faithful adviser to the Bank and shall at all times support and safeguard the Bank’s legitimate interest in any dealings with sub-contractors or third parties.

16.2 This Maintenance Contract shall remain valid for a period of five years in accordance with the General Conditions of Maintenance of the Fire Detection and Suppression System installed in the Server Room of the Ghana Country Office (COGH) concluded between the Bank and …………………………………; The Supplier warrants that it is qualified by the manufacturer, in case of third party products, to supply and provide maintenance services, technical or help desk support, new version upgrade and/or other services related to the equipment installed. The Supplier further warrants that its work will not negatively affect the performance of the system.

ARTICLE 17. MAINTENANCE FEES - PAYMENT TERMS

17.1 In consideration of the provision of maintenance services for support for the Automatic Fire Detection and Suppression System hereunder, the Bank agrees to pay to the Supplier an amount not exceeding GHS ………………………… (…………………………………………………….. Ghana Cedis) for annual Maintenance.
The repairs and maintenance of the system shall commence on ................. Payment shall be made annually following receipt of invoice. The support will cover enhancement, upgrade and maintenance. Please note that this does not cover hardware replacement. The cost of any replaceable hardware after the warranty period shall be billed to the Bank.

17.2 The Annual Maintenance Fee is fixed for all the duration of 5 years and shall be paid at the rate indicated on the price schedule attached as Annex ............... Payment will be processed on presentation to the Bank of appropriate invoices and supporting documents. Payment shall be made by the Bank within thirty (30) days of receipt of the relevant invoice at the end of the year and after rendered service.

ARTICLE 18. OBLIGATIONS OF THE SUPPLIER

The Automatic Fire Detection and Suppression System components installation must be maintained in a safe condition and in accordance with statutory requirements. The contractor shall ensure, in liaison with the Rangoon House(Vivo Place) Tower building Manager, that electrical power from the public network to the Automatic Fire and Detection System Equipment systems remains uninterrupted.

18.1 Support and Routine Assistance

The Supplier’s maintenance and technical support personnel shall be available to assist and consult with the staff of the Bank during normal business hours of the Ghana Country Office (COGH). However, in the event of a critical or serious technical fault developing outside of these hours, the contractor shall ensure that technical support personnel are available to respond to and remedy any such fault at all times, including weekends and public holidays. Critical or serious faults are defined within the Service Level Agreement.

18.2.1 Errors and Corrections of defects for the products

The Supplier agrees to correct defects of the products sold to the Bank and to supply replacements to the Bank at no additional charge. The Bank agrees to report promptly to the Supplier any and all defects in, or problems with, the devices, which it may discover. The Supplier shall correct the defects promptly after they are discovered by the Bank or are reported to the Supplier.

ARTICLE 19. SERVICES

19.1 Support and Routine Assistance.

The Supplier’s support staff shall provide support services to answer questions and to assist the Bank, either on the phone or through on-site intervention, in resolving problems related to the use and operation of the Fire Detection and Suppression system installation. In addition, the user will institute a service, fault and maintenance register. The Supplier shall undertake regular preventive maintenance of the Bank’s Equipment. This task shall include, among other duties, the replacement of defective consumables, gas level verification and refilling and electrical spare parts. He should report to the Bank’s staff, keep the maintenance records, and enter into
the maintenance register the date of the visit, the tests carried out, and the adjustments made, and any further details that may be required accordingly.

19.2 Preventive maintenance

The Supplier commits to ensure a support of the Automatic Fire Detection and Suppression system by on-site maintenance in accordance with timetables adopted and agreed to by both two parties.

The service tasks of the preventive maintenance covered by this include:

- A semi-annual onsite preventive visit to check the correct operation of the Fire Detection and Suppression system.
- A comprehensive Semi-annual preventive maintenance of all the Fire Detection and Suppression System according to regulations and following the manufacturers’ requirements. Troubleshooting, repair and restoration of proper functioning of the all the components of the system.
- A deep annual preventive review of all the components of the Fire Detection and Suppression system according to regulations and following the manufacturers’ requirements.
- Assistance and advice in the best practice administration relating to the Fire Detection and Suppression system industry.
- Report to the Bank’s IT Officer of the Bank, keep the maintenance records, and enters into the maintenance register the date of the visit, the tests carried out, the adjustments made, and any further details that may be required accordingly.
- Check and optimize the gas levels of the fire detection and suppression system
- Tightening the electrical connections
- Clean the Fire Detection and Suppression system and all its components
- Ensure the availability of the Fire Detection and Suppression system on 24/7 basis.

19.3 Curative maintenance

The Supplier makes every effort to ensure the curative maintenance consisting in executing the repair works of Fire Detection and Suppression system further to the breakdowns caused by a normal use which could arise. To answer the demands of intervention, The Supplier arranges following services:

- A Hot line service for repair requests.
• An e-mail address for system malfunctions of all kinds, which allows for the defining of problems and secures an effective intervention.

For the curative maintenance, the contractor should provide a list of necessary spare parts required for smooth functioning of the electrical components.

ARTICLE 20. FORCE MAJEURE

If the performance of this Contract is prevented or interfered with by reason of any circumstances beyond the reasonable control of a party hereto, and which makes a party’s performance of its obligations under the Contract impossible or so impracticable as to be considered impossible under the circumstances, such party shall be excused from such performance for the duration of the force majeure, provided that the party so affected a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and b) has informed the other party as soon as possible about the occurrence of such an event.

ARTICLE 21. CONTRACT AMENDMENTS

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

ARTICLE 22. ASSIGNMENT

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank’s prior written consent.

ARTICLE 23. SUBCONTRACTS

The Supplier shall notify the Bank in writing of all subcontracts awarded under this Contract. Such notification shall not relieve the Supplier from any liability or obligation under the Contract.

ARTICLE 24. DELAYS IN THE SUPPLIER’S PERFORMANCE

All services to be performed under this Maintenance Contract shall be provided by the Supplier in accordance with the time schedule prescribed within the Service Level Agreement. If at any time during performance of this Contract, the Supplier should encounter conditions impeding timely delivery of and the performance of the Services, the Supplier shall promptly notify the Bank in writing of the delay, it’s likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Bank shall evaluate the situation and may at its discretion extend the Supplier’s time for performance or terminate the Contract with or without claiming liquidated damages from the Supplier.

ARTICLE 25. TERMINATION OF CONTRACT
25.1 Termination for default - The Bank, without prejudice to any remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part, if the Supplier fails to perform any obligation(s).

25.2 Termination for insolvency - The Bank may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

25.3 Termination for convenience - The Bank, by written notice sent to the Supplier, before 2 months, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

25.4 Upon termination of this Contract, the Supplier shall take immediate steps to end the performance of the Contract in a prompt and orderly manner, mitigating any losses and keeping further expenditure to a minimum.

If this Contract is terminated under this clause, the Bank shall be liable only for payment for the part of the contract actually performed and actual expenses reasonably incurred prior to the effective date of termination.

ARTICLE 26. RESOLUTION OF DISPUTES

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

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the Supplier have been unable to amicably resolve the dispute or disagreement, either party shall have the right to initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected 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 Tunis. The language to be used in the arbitral proceedings shall be English. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. Neither the parties, nor the Arbitrator, nor the Appointing authority shall disclose the existence, consent, or results of any arbitration except with the prior written consent of both parties.
26.3 The Arbitrator shall abide by the rules of Ethics for international Arbitrators established by the international bar association. The authority of the Arbitration Tribunal to grant relief is subject to the terms of this Arbitration clause, the terms of this agreement, and the law governing the Contract. The Arbitration Tribunal shall have no authority to award exemplary, punitive, or treble damages.

26.4 Nothing in this Contract shall operate or be construed as a waiver, renunciation or other modification of any right, privilege, immunity and exemption accorded to the Bank under the Agreement establishing the Bank, or under any applicable law.

ARTICLE 27. GOVERNING LANGUAGE

The Contract shall be written in the English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English or French.

ARTICLE 28. GOVERNING LAW

This Contract shall be governed and interpreted in accordance with English Law, excluding its conflicts of law provisions.

ARTICLE 29. TAXES AND DUTIES

The Bank, its assets, property, operations, transactions and income are exempt from all forms of taxation in accordance with the provisions of the Agreement establishing the African Development Bank. Accordingly, the Supplier shall not claim from the Bank any taxes, levies, licence fees or any other such charges in relation to this Contract which are paid or may be payable to the municipal/local Council or any other responsible Authority in relation to this Contract and or the Services provided under this Contract.

ARTICLE 30. CORRUPTION

The Supplier states that no employee of the Bank involved in the award of this contract, has received, or will received, directly or indirectly, any kind of benefit or advantage from the Supplier or its affiliates, resulting from the award of the Contract or its implementation.

ARTICLE 31. ENTRY INTO FORCE

This Contract shall be effective on the day following system acceptance as specified in Article 1.2 of this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed in their respective names by their duly authorized representatives, on the respective dates specified below.
FOR AFRICAN DEVELOPMENT BANK

………………………………………… Date: ____________________

FOR THE CONTRACTOR

………………………………………… Date: ____________________
Managing Director
Annex X: PERFORMANCE EVALUATION OF SERVICE CONTRACT FORM

<table>
<thead>
<tr>
<th>SERVICE PROVIDER</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PURPOSE OF CONTRACT</td>
<td></td>
</tr>
<tr>
<td>CONTRACT REFERENCE</td>
<td></td>
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<tr>
<td>DATE OF EFFECTIVENESS</td>
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<td>EXPIRATION DATE</td>
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<tr>
<td>EVALUATION PERIOD</td>
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<tr>
<td>TOTAL MAXIMUM POINTS</td>
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<tr>
<td>OVERALL EVALUATION SCORE</td>
<td>-</td>
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<tr>
<td>OVERALL SCORE IN %</td>
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<tr>
<td>PERFORMANCE LEVEL</td>
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<tr>
<td>EVALUATED BY</td>
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</tbody>
</table>

**Very Good**: 90% and above

**Good**: 80% to 89%
### EVALUATION CRITERIA

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

### II. STAFF

<table>
<thead>
<tr>
<th></th>
<th>AVAILABILITY OF CONTACT PERSON</th>
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<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
<td>NAME OF CONTACT PERSON</td>
<td></td>
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<tr>
<td>3.</td>
<td>PERFORMANCE, QUALIFICATION, COMPETENCE OF STAFF</td>
<td></td>
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</tr>
<tr>
<td>4.</td>
<td>PUNCTUALITY</td>
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<tr>
<td>5.</td>
<td>PROFESSIONALISM</td>
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<td>6.</td>
<td>CAPACITY TO ADAPT</td>
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<td>7.</td>
<td>RESPONSIVENESS</td>
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<tr>
<td>8. COMPLIANCE WITH INSTRUCTIONS</td>
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<tr>
<td>9. CONFIDENTIALITY</td>
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<tr>
<td>10. TIMELINESS</td>
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<tr>
<td>11. RESPECT OF THE WORK ENVIRONMENT</td>
<td></td>
<td></td>
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<tr>
<td>12. QUALITY OF COLLABORATION</td>
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<tr>
<td>13. UNDERSTANDING OF WORK SOFTWARE</td>
<td></td>
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<tr>
<td>14. CONDUCT/BEHAVIOR</td>
<td></td>
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<tr>
<td>15. WORKING LANGUAGE</td>
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</table>

### III. SERVICES

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. QUALITY OF SERVICE</td>
<td></td>
</tr>
<tr>
<td>2. AVAILABILITY OF SERVICE</td>
<td></td>
</tr>
<tr>
<td>3. CLEANLINESS</td>
<td></td>
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<tr>
<td>4. QUANTITY</td>
<td></td>
</tr>
<tr>
<td>5. VARIETY</td>
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</tr>
</tbody>
</table>

**TOTAL**

### ANNEX XI: SERVICE LEVEL AGREEMENT (SLA)

**Purpose**
The purpose of this maintenance Support Service Level Agreement (SLA) is to specify in detail the level of maintenance and support service expected from the Supplier under the Contract for the Maintenance of the Automatic Fire Detection and Suppression System at the Bank’s Eastern Africa Resource Centre. This SLA will evolve over time, with additional knowledge of the Bank’s Air Conditioning requirements.

**Scope**

---

Ghana Country Office, No. 2 A2 Rangoon Lane, **Rangoon House, (3rd Floor), P.M.B. MB 59, Ministries, Accra, Ghana**  
Tel: 233-50 132 8869-71; 302-662818 – e-mail: TENDER_COGH@AFDB.ORG  
Internet: [www.afdb.org](http://www.afdb.org)
Timely maintenance and fault resolution of the Automatic Fire Detection and Suppression System is of special importance towards the successful functioning of the EARC Server Room equipment. The supplier of this service is expected amongst other things to meet the criteria as specified in this document.

Services to be provided:
The followings service shall be provided:

1. Preventive maintenance
The Supplier commits to ensure a semi-annual preventive maintenance of the equipment by on-site maintenance at AfDB located in Nairobi in accordance with a timetable adopted by the two parties. Thus, the service objectives of the preventive maintenance include:

   i. **Scheduled Visits**
      a. A comprehensive semi-annual preventive maintenance of the Fire Detection and Suppression System according to regulations and following the manufacturers’ requirements. Troubleshooting, repair and restoration of proper functioning of the all the components of the Air Conditioning equipment.
      b. A semi-annual onsite preventive visit to check the correct operation of the Fire Detection and Suppression System shall be carried out.
      c. A deep annual preventive review of all the Fire Detection and Suppression System according to regulations and following the manufacturers’ requirements.

   ii. **Equipment Cleaning & Inspection**
      The Service Provider shall clean the Equipment to ensure that all system components are clean and free from dust and debris.

   iii. **Environmental Inspection**
      The Service Provider shall check that the Equipment is kept in an environment compliant with manufacturer specifications.

   iv. **Mechanical Inspection**
      The Service Provider shall inspect assemblies, sub-assemblies, and modules, mechanical integrity.

   v. **Gas Level**
      The Service Provider shall verify, refill and regulate equipment gas levels as required to ensure that Fire Detection and Suppression System has the correct gas level for optimal operation.

   vi. **Functional Verification**
      Upon completion of work as detailed in this section the Equipment will undergo a complete functional verification test to ensure that it is once again performing in accordance with specifications and expectations.

   vii. **Reporting**
The Service Provider shall provide a comprehensive report of findings relative to the work as detailed in this section and shall include recommendations for various future preventative activities.

2. Curative Maintenance

Curative maintenance service deliverables comprise of:

i. Unscheduled Visits - Skilled Labour

a. These visits shall be provided on an “as & when” basis and shall be unlimited in number.
b. A Hot line service telephone number shall be provided for repair requests.
c. An e-mail address for system malfunctions of all kinds, which allows for the defining of problems and secures an effective intervention.
d. The contractor shall provide a list of necessary spare parts required for smooth functioning of the electrical components.
e. This skilled labour shall be provided solely for the purpose of achieving the goals as defined in this section.

ii. Guaranteed Response Time

The response time for the purpose of providing the Services shall be a maximum of two (2) hours.

iii. Replacement Parts

a. In the event that parts are required to be replaced as a function of wear & tear or deterioration due to age or malfunction due to reasonable causes then these shall be provided at the cost provided by the contractor in their Bid document

iv. Functional Verification

Upon completion of work as detailed in this section the Equipment will undergo a complete functional verification test to ensure that it is once again performing in accordance with specifications and expectations.

vii. Reporting

The Service Provider shall provide a comprehensive report of findings relative to the work as detailed in this section and shall include any necessary recommendations.

3. Obligations of the Supplier

- The Supplier commits to maintain the Fire Detection and Suppression System covered by the present contract, in good working order.
- The Supplier commits to intervene further to the announcement of the breakdown by The AfDB.
4. Processes and Procedures Related To This Contract

Request for Support
A request for support is defined as a request to fix a defect in existing Air Conditioning hardware or a minor configuration change. Such requests may be executed by e-mail, fax or phone call. In the latter case the Bank contact staff must summarize in writing for its file, the conversation held with the Supplier and/or its Local agent. The support request sent to the Supplier shall clearly mention the severity level of the problem.

5. Call Management Process

The Supplier shall set up within its organization a unit in charge of recording and tracking all problem reports, inquires, or other types of calls received from the Bank.

6. Performance Evaluation

6.1 Evaluation Reporting
The Bank will provide regular reporting to the Supplier to indicate how the latter is performing vis-à-vis the related target performance (see below). These reports are expected to be produced by the Bank’s support unit and will provide details on the Supplier’s performance against SLA targets.

6.2 Evaluation Criteria

Reporting against the SLA resolution targets will focus on the time to resolve operating problems. This evaluation will only address the support requests submitted to the Supplier for resolution. The evaluation report will be in the form of a written letter or e-mail as appropriate.

7. Characteristics for problem categorization

7.1 Severity Codes

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
➢ Work outage
➢ Number of clients affected
➢ Workaround
➢ Acceptable resolution time

It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem.

<table>
<thead>
<tr>
<th>Severity 1 (Critical)</th>
<th>Severity 2 (High)</th>
<th>Severity 3 (Medium)</th>
<th>Severity 4 (Low)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business and financial exposure</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The hardware/electricity network service failure creates a serious business and financial exposure.</td>
<td>The hardware/electricity network service failure creates a low business and financial exposure.</td>
<td>The hardware/electricity network service failure creates minimal business and financial exposure.</td>
<td></td>
</tr>
</tbody>
</table>

**Work Outage**

The hardware/electricity network service failure causes the client to be unable to perform some significant portion of their job. The hardware/electricity network service failure causes the client to be unable to perform some significant portion of their job. The hardware/electricity network service failure causes the client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.

**Number of Clients Affected**

The hardware/electricity network service failure affects all clients. The hardware/electricity network service failure affects a large number of clients. The hardware/electricity network service failure affects a small number of clients. The hardware/electricity network service failure may only affect one or two clients.
African Development Bank Group
Reference: AfDB/RFP/COGH/2022/001

<table>
<thead>
<tr>
<th>Severity 1 (Critical)</th>
<th>Severity 2 (High)</th>
<th>Severity 3 (Medium)</th>
<th>Severity 4 (Low)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Work-around</strong> [This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]</td>
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<tr>
<td>There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).</td>
<td>There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).</td>
<td>There may or may not be an acceptable workaround to the problem.</td>
<td>There is likely an acceptable workaround to the problem.</td>
</tr>
</tbody>
</table>

| **Response Time** | | | |
| Within one hour. | Within one hour. | Within eight hours or by next business day. | Within eight hours or by next business day. |

| **Resolution Time** | | | |
| The maximum acceptable resolution time is 24 continuous hours, after initial response time. | The maximum acceptable resolution time is two business days. | The maximum acceptable resolution time is 3 business days. | The maximum acceptable resolution time is 5 calendar days. |

7.2 **Levels of Service**

The service levels offered by the Supplier to the Bank are described below. The Supplier’s goal must be to meet, and even exceed, when possible, the levels of services described below.

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Severity 1, 2</th>
<th>Severity 3, 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>24/7</td>
<td>- The Supplier shall provide support 24 hours seven days a week by phone and/or on-site intervention by operations and network service specialists.</td>
<td>- Requests taken 24 hours, seven days a week.</td>
</tr>
<tr>
<td></td>
<td>- Support requests are taken 24 hours, seven days a week.</td>
<td>- The Supplier and/or Local Agent shall provide support during normal working hours in the Bank by phone and/or on-site intervention.</td>
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<tr>
<td></td>
<td>- Telephone call back within one hour from receipt of the request by the Supplier and/or Local Agent.</td>
<td>- Call back within one hour during normal working hours at the Supplier or Local agent.</td>
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<tr>
<td></td>
<td>- Guaranteed delivery of hardware replacements within four (4) business days of receiving the request for support.</td>
<td>- Guaranteed delivery of hardware replacements within four (7) business days of receiving the request for support.</td>
</tr>
</tbody>
</table>
7.3 **Levels of Effort**
The level of effort expected of the Supplier shall be exercised in full, either through corrective maintenance activities or through preventative maintenance activities.

8.0 **Roles and Responsibilities of the Bank and the Supplier**

8.1 **The Supplier**
The Supplier’s Support Team has the following general responsibilities under the Contract.

➢ The Supplier shall conduct business in a courteous and professional manner

➢ Once a support request has been submitted, the Supplier shall make themselves available to work with the Bank support resource assigned to the support request.

➢ Supplier’s Support Specialists

- The Bank end users do not contact the Supplier support resources directly to report a problem. All problem calls must be logged through the Bank network support unit.

- Conducting all root-cause analysis and bug fix isolation and resolution activities, and associated documentation for the individual tasks, as assigned by the Bank.

- Acting as a point of contact for all network issues (bugs and enhancements).

- Identifying all tasks associated with each support request and deriving estimates for the completion of each task.

- Responsibility for responding to support requests.

- Conducting troubleshooting to resolve network service problems.

- Preparing monthly status reports.

8.2 **The Bank**

The Bank has the following general responsibilities under the Contract:

➢ The Bank shall conduct business in the context of this Contract in a courteous and professional manner with the Supplier.

➢ The Bank shall log all information from the Supplier required to establish contact information, document the nature of a problem and the Supplier’s hardware/network environment (as applicable).

➢ The Bank shall attempt to resolve problems over the phone on first call.

➢ The Bank shall escalate support request to next level of severity upon approach of established resolution targets.

➢ The Bank support unit shall assign severity codes based on its analysis of the situation.

➢ The Bank’s COGH IT Officer is integral to the provision of support services to the Bank. The IT Officer roles include the following:
The COGH IT Officer will act as the task manager and will provide the overall direction of the activities of the support specialists, participate directly in the production of the associated deliverables, and will negotiate with the Supplier’s support manager regarding the classification of enhancements and the scheduling of tasks.

His or her duties will include:

- Ensuring SLA targets are met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule).

- Ensuring all work is performed according to the agreed-upon work methods and standards. Participating directly in the production of the associated deliverables.

- Assigning severity codes to support requests and liaising with the Supplier’s team to negotiate the scheduling of tasks, and coordinate the activities of the Supplier’s support team.

- Ensuring all required documentation, information, and knowledge capital has been prepared, as per transition checklist, and turned over prior to the start of support for a new network service.

The Banks COGH IT Officer works as a point of contact for all activities relating to the transition of a new or modified Air Conditioning service from the Supplier to the African Development Bank’s support unit and the decommissioning of supported Air Conditioning equipment and services.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed in their respective names by their duly authorized representatives, on the respective dates specified below.

FOR AFRICAN DEVELOPMENT BANK

………………………………………………… Date: __________________

FOR THE CONTRACTOR

…………………………………………………… Date: __________________