OPEN COMPETITION

Request for Proposal

PROVISION OF PRIVATE SECURITY GUARD SERVICE

ADB/RFP/COLR/2021/006
SUMMARY DESCRIPTION

PART I – SELECTION PROCEDURES AND REQUIREMENTS

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

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

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

Section 4: Statement of Work / Technical Specification / Drawings
This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts.

Section 5: Technical Proposal Questionnaire
This Section includes the forms for technical proposal and financial proposal forms that are to be completed by potential bidders and submitted in accordance with the requirements of Section 2.

Section 6: Eligibility Requirements
This Section contains information on the Bank’s eligibility criteria and list of member countries.

PART II – CONDITIONS OF CONTRACT

Section 7: This Section includes the General Conditions of the Bank that shall not be modified and the Special Contract Conditions.
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SECTION I – LETTER OF INVITATION

Dear Sir/Madam,

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

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

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

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

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

6. The information contained in the RFP is designed to enable bidders complete and submit bids. Bidders shall read the RFP carefully and ensure bids comply with the instructions provided in the RFP. Bidders are required to complete and submit the Bid Questionnaire (Section 5) in accordance with the Instructions to Bidders (Section 2), Bid Data Sheet (Section 3), Statement of Work/Technical Specification/Drawings (Section 4), Eligibility criteria (Section 6) and General and Specific Conditions (Section 7). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.

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

8. A copy of all documents referred to in the RFP can be found on the Bank’s website: http://www.afdb.org/fr/about-us/corporate-procurement/procurement-notices/current-solicitations/

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

Director General, RDGW
SECTION 2 - INSTRUCTIONS TO BIDDERS

GENERAL

1. Eligibility of Bidders, Goods, Services and Works - Goods, services and works 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 bid if it determines that the bidder, or any of its personnel, agent, consultant, contractor or service provider, has, directly or indirectly, engaged in “Corrupt”, “Fraudulent”, “Collusive”, “Coerce” or “Obstructive” practices in competing for the contract in question. These terms are defined in the General and Specific Conditions. The Bank may also declare the bidder ineligible for participation in future procurement and award of contracts, either indefinitely or for a stated period of time.
   2.2. A bidder/supplier who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank shall reject a bid 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 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 partners. 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 bids 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 bids.

7. Clarification of RFP
   7.1. A bidder requiring any clarification shall notify the Bank in writing at the details provided in the Bid Data Sheet and within the period for clarification in the Bid 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 shall be raised at the earliest opportunity in writing at the details provided in the Bid Data Sheet. The Bank shall not consider any request to change the General Conditions.

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

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

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

8. Site Visit / Pre-Bid meeting

8.1. If provided in the Bid 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 Bid Data Sheet, to reach the Bank no later than one week before the meeting.

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

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

PREPARATION OF BIDS

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

10. Language of Bid

10.1. The bid and all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be written in the language specified in the Bid Data Sheet. A bid submitted in a language not specified in the Bid 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 Bid Data Sheet shall be accompanied by a certified translation in the language in the Bid Data Sheet of its pertinent passages in which case, for the purpose of interpretation of the bid, the translation shall govern.

11. Subcontractors and services 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 Bid – Bids shall comprise the Bid Questionnaire, completed in full and supported with evidence and information requested by the Bank.

13. Statement of Conformity and Bill of Quantity/Price Schedule – Bidders shall sign the Statement of Conformity and complete the bill of quantity/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 bids. 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 bids.
   15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank determine whether the bidder has the required capability, experience, knowledge and expertise to satisfactorily perform the contract.

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

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

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

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

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

21. **Acceptance of the General and Specific Conditions** - It shall be clearly understood that by submitting a bid in response to the RFP, a bidder shall be deemed to have accepted the General and Specific Conditions. A bid 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 invoices.

23. **Bid Prices**
23.1. The bidder shall fill in rates and prices for all items described in the Bill of Quantity/Price schedule. The rates and prices quoted by the bidder shall be separately indicated. Items for which no rate or price is entered by the bidder shall not be paid for by the Bank and shall be deemed covered by the other rates and prices in the Bill of Quantity/Price Schedule.

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

23.3. 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, services and works; maintenance; spare parts; warranty; training; disposal; shipment; insurance) of the requirement.

24. **Currency of Bid** – The prices shall be expressed in the currency in the **Bid 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 bid for one or multiple lots unless otherwise stated in the **Bid Data Sheet**.

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

27. **Bid Security**
   27.1. If provided in the **Bid Data Sheet**, the bidder shall furnish, as part of its bid, the signed Bid-Securing Declaration form or bid security in the amount, form and valid for the period stated in the **Bid 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 bid 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 bid and shall list all members of the joint venture.
   27.5. The bid security shall be returned to bidders in the circumstances specified in the **Bid Data Sheet**.

**SUBMISSION AND OPENING OF BIDS**

28. **Deadline for Submission of Bids**
   28.1. The Bank shall receive bids no later than the deadline in the **Bid Data Sheet**. It is the sole responsibility of bidders to ensure timely receipt of bids by the Bank.

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

29. **Late Bids** – The Bank shall not consider any bid received after the deadline for submission of bids. Any bid received by the Bank after the deadline for submission shall be declared late and rejected by the Bank.

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

31. **Bids submitted electronically via AfDB e-Procurement portal**
31.1. If provided in the Bid Data Sheet, bids shall be submitted electronically via AfDB e-Procurement portal.
31.2. Bidders can obtain guidance on submitting bids 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. Bids submitted by mail, courier or hand-delivery
32.1. If provided in the Bid Data Sheet, bids shall be submitted by mail, courier or hand delivery.
32.2. Bids shall be submitted in a sealed envelope (one original and four copies and any attachments, appendix and annex thereto must also be submitted in one original and four copies) and delivered to the address in the Bid Data Sheet. The original bid shall clearly mark “Original” and each of the four copies must clearly mark “Copy”.
32.3. Each bidder shall seal the original and copies of the bid in an envelope (the “internal envelope”). The internal envelope shall carry the name and address of the bidder and the RFP reference. The internal envelope shall be placed in a large single envelope (the “external envelope”). The external envelope shall be anonymous and carry the label in the Bid Data Sheet that should be photocopied and placed on the external envelope.
32.4. Any alternative bid shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly be identified as “Alternative”.
32.5. All pages of the bid shall be numbered. Each copy of the bid shall be bound in a single volume where practical. All documentation submitted with the bid shall be bound in a single volume.
32.6. The person or persons signing the bid shall initial all pages of the bid where correction has been made.
32.7. When delivered by hand, the bid shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 12.00 hrs. and from 14.00 hrs. to 18.00 hrs., Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

33. Modification / Withdrawal of Bids - Bidders may modify or withdraw bids prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw bids after the deadline for submission.
33.1. Bids submitted electronically via AfDB e-Procurement portal - Bidders can obtain guidance on modifying or withdrawing bids in the user manual.
33.2. Bids submitted by mail, courier or hand-delivery - The bidder’s modification or withdrawal shall be prepared, sealed, marked and dispatched as per the instructions set out in this section and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as “Modification” or “Withdrawal”.

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

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

36. Clarification of Bids
36.1. To assist in the examination and evaluation of bids and qualification of bidders, the Bank may, at its discretion:
36.1.1. Require any bidder to clarify any part of its bid;
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 bid shall be sought, offered or permitted. Where a bidder does not provide the information requested the bid shall be evaluated as presented.

37. Determination of Responsiveness
37.1. The Bank’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in the RFP. A substantially responsive bid 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 bids.
37.3. The Bank shall examine bids to determine whether bids are substantially responsive with the requirements. If a bid is not substantially responsive to the requirements of the RFP, it shall be rejected by the Bank and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

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

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

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

41. Contract Award
41.1. By issuing this RFP, the Bank is not committed to award a contract for all or part of the requirements.
41.2. The Bank reserves the right to award a 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 a contract to a bidder to satisfy the entire requirement.
41.4. The Bank reserves the right to increase or decrease the volume of goods, services or works, usually not to exceed 20%, without any change in unit price or other terms and conditions.

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

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

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

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

46. Contractual Relationship - The contractual relationship shall be governed by the General and Specific Conditions and shall include the statement of work, technical specification, drawings, successful bidder’s technical and financial bid. No other terms and conditions put forward at any time by the bidder shall form part of the contract.

47. Performance Security
47.1. If provided in the Bid Data Sheet, the successful bidder shall furnish the performance security within the period, amount and form stipulated in the Bid Data Sheet. The performance security shall be in the form of a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank.
47.2. The performance security shall be returned to the bidder as set out in the General and Specific Conditions.
47.3. Failure of the successful bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award to the bidder without any right of action against the Bank.
47.4. In lieu of bank guarantee, the Bank may retain 10% of the contract sum that shall be returned to the bidder as set out in the General and Specific Conditions.

48. Advance Payment
48.1. If provided in the Bid 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 Bid Data Sheet.
48.2. For the purpose of receiving the advance payment, the bidder shall make an estimate of, and include in its bid, the expenses that will be incurred during the first month beginning with the date of the Bank’s notice to proceed or contract signature, whichever is earliest.
48.3. The advance payment shall be repaid by deducting proportionate amounts from payments due to the bidder as set out in the General and Specified Conditions.
48.4. The advance payment guarantee shall be returned to the bidder as set out in the General and Specific Conditions.

49. Defects Liability Period and Retention Fee – If provided in the Bid 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 Bid Data Sheet.
FURTHER ASSISTANCE

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

51. Assistance – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual available on the Bank’s website. Alternatively, bidders can contact Tender_COLR@AFDB.ORG and quote the tender reference.
# SECTION 3 – RFP DATA SHEET

| § 1 | The goods, services and works to be provided: Supply and maintenance of an Internet Based Network Solution, and as outlined in Section 4. |
| § 1 | To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria: |

- **Bid Validity period**: One Hundred and Twenty (120) days.

- **Appendix 5A (Declaration of conformity)**: Completed and signed

- **Appendix 5K (Bid Securing Declaration Form)**: Completed and signed

- **Appendix 5L (Letter of bid)**: Completed and signed

- **Required security services certificate/agreement delivery by the country concerned Authority (Ministry of Security, etc.);**

- **Required certificate/agreement from the regulatory radio frequency authority responsible for the Country spectrum assignment entity.**

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

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

- **Financial Standing**: An average turnover of at least **140,000.00 United States Dollars (USD)** equivalent per annum for the **last three years [2020, 2019, 2018 or latest]**. A bidder shall demonstrate current soundness of financial position and long-term profitability.

- **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 should be at least 70% complete) in the last Five (05) years, of minimum value equal to USD30,000.00. If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 5 years with certificate of compliance and amount and contract or letter of award.

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

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

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

| § 7 | Request for clarification and/or request for any change to the RFP shall be sent in writing by electronic mail: tender_COLR@afdb.org. The request shall be received by the Bank no later than **25 November 2021 at 5:00 P.M. (Liberia local time)** |
| § 8 | The Bank shall organize a non-compulsory pre-bid meeting (virtual meeting): **YES**. The site visit and pre-bid meeting are mandatory requirement: **NO, but highly recommended**. There will be a voluntary virtual pre-bid meeting on **22nd November 2021 at 11.00am Liberia Time**; interested bidder should send email to Tender_COLR@AFDB.ORG to request for the connection link before that date. |
| § 10 | The language of proposals and all correspondence is: **English**. This language will govern the contractual/legal relationship between the Bank the contract. Bidders who so wish may bid in French. However, Appendixes 5A, 5K and 5L (section 5) as well as the proposed contract shall be in English. |
| § 20 | Alternative bids are accepted: **NO** |
| § 24 | The prices shall be expressed in **United States Dollars (USD)** |
| § 25 | The Bank’s requirement is divided into lots: **NO** Bidders can submit a bid for one or multiple lots **NOT APPLICABLE** |
| § 26 | The minimum period of validity of bids is **one hundred and twenty (120) days** from the deadline for submission of bids. |
| § 27 | Bid security is required **NO**. The bidder shall furnish bid security in the amount of [insert amount and currency]. Bid security shall be valid for [twenty-eight (28) days] beyond the period of validity of bids.
If the bid security is in the form of a certified cheque [insert instructions for submitting the cheque including whom the cheque should be payable.]

If the bid security is in the form of a bank guarantee, the format shall be in accordance with the form of bid security in Section 5.

The bid security shall be returned if: a) the bid security has expired, unless it has been extended; b) the entry into force of a contract with the successful bidder; c) the cancellation of the procurement process, unless the cancellation is a result of failure by the successful bidder to enter into the contract or provide performance security or other documents required by the Bank, the bid security of that bidder shall be drawn; d) the withdrawal of a proposal prior to the deadline for proposals.

The bid security shall be forfeited if: a) a bidder withdraws its bid between the deadline for submissions and the expiration of the period of validity; b) the successful bidder fails to sign the contract or furnish a performance security in accordance with the RFP.

§ 27.1 However, Bidders are required to fill out a Bid-Securing Declaration Form to secure their bid. Any bid not supported by a Bid-Securing Declaration will be automatically disqualified.

Bidders should use the form included in Section 5, Appendix 5K.

§ 28 The deadline for submission of bids is 2nd December 2021 at 5:00 P.M. (Liberia local time)

§ 31 Proposals shall be sent to the following address and the external envelope shall bear the following information:

African Development Bank,
Liberia Country Office,
Sophie Community, Congo Town
Monrovia, Liberia

RFP – DO NOT OPEN UNTIL BID OPENING DAY

Reference:
ADB/RFP/COLR/2021/006 – PROVISION OF PRIVATE SECURITY SERVICES FOR THE AFRICAN DEVELOPMENT BANK AT THE LIBERIA COUNTRY OFFICE.

RFP Closing Date and Time: 2nd December 2021 (5:00 P.M. (Liberia local time)

§ 47 Performance security is required: NO

The bidder shall furnish the performance security within [ten (10) days] from the date of the notice to proceed or contract signature whichever is the earliest and in the amount of [insert amount and currency]

If the performance security is in the form of bank guarantee, the format shall be in accordance with the form of performance security in Section 5.

The performance security will be returned to the bidder as set out in the General and Specific Conditions.
SECTION 4 – TERMS OF REFERENCE

4.1 PREAMBLE

The African Development Bank Group (AfDB or the Bank) is a regional multilateral development finance institution established in 1964 and engaged in mobilizing resources towards the economic and social progress of its Regional Member Countries (RMCs) individually and collectively. In 2014, the Bank moved back to its Headquarters in Abidjan, Côte d'Ivoire. The Bank has 81 members consisting of 54 regional (RMCs) and 27 non-regional (NRMCs) member countries and has approximately 2,000 staff members, who have been recruited from a wide geographic area only limited by membership in the Bank, making the institution multicultural in every sense of the word. The Bank has two official languages: English and French. It co-operates with a large network of international development partners. For purposes of its operations, the Bank maintains field offices in certain of its RMCs.

4.2 BACKGROUND

This document describes the objectives and requirements that AfDB has in seeking a PSC provider to provide general security guard services for AfDB facility/facilities in Country Office and International Staff residence.

Mission

The selected security provider will be expected to provide protection for AfDB personnel and visitors, to protect AfDB Facilities and equipment from damage or loss due to violent attack and theft and to safeguard ADB information from outside exploitation. The local guard force also will carry out specific actions as described in their general orders and the instructions for each individual Guard Post. The local guard force will consist of individual guards, a shift supervisor, and a quick reaction force. All components will have the ability to communicate among themselves and to the AfDB designated security representative.

PROVIDER’S RESPONSIBILITIES

Core Responsibilities

The PSC shall provide all the necessary personnel, equipment and accessories needed to perform the services required based on the County Office profile. The PSC must comply with all applicable requirements established by the host Government. The PSC shall comply with and enforce all orders, policies and/or procedures issued by the AfDB Country Office.
Security Guard Service
The PSC provider shall furnish the security services, in accordance with industry standards, including but not limited to:

- Providing access control Management
- Performing luggage, handbag and suitcase searches and inspections manually or using a hand-held metal detector;
- Providing information and assistance to all visitors, guests and employees;
- Responding to events such as security alerts, probable criminal acts, civil demonstrations and altercations occurring on the country office’s property;
- Responding to life threatening situations such as medical alerts, fire alarms, suspected or actual crimes and other related situations occurring on AfDB facilities
- Providing for checks and/or patrols to monitor security, safety and building systems. While patrolling the compound and perimeter of the compound, the guard should check for breaks in security (e.g., the perimeter, windows, doors, etc.);
- Performing package and other security related inspections, as directed;
- Directing and controlling vehicular and pedestrian traffic, as directed;
- Receiving, issuing and accounting for keys and locks issued to the offices, gates and other controlled or restricted areas requiring key access;
- Monitoring the CCTV, recorders, intrusion alarms, fire alarms, Emergency Communication System, guard monitoring system and other security or safety equipment owned or controlled by AfDB

Others Security Services

- Provide rapid and emergency response in case of incident
- Provide site and specialist technical survey
- Conduct installation, maintenance and operation of security technology, such as: walk-through magnetic detectors, CCTV systems, Alarm system, Fire detection system, intrusion system etc...
- Perform security and First aid kid training.
- Perform other services

PROVIDER ELIGIBILITY AND SELECTION
Private Security Company offering Security Services must meet to be considered for selection:

- Valid and current licences to provide security services in the country
- Shall not have a record of human rights violations or other discriminatory or unethical practices.
- Shall meet all AfDB procurement guidelines.

GUARD RESPONSIBILITIES

Access control
Provide access control for personnel and vehicles and prevent the damage or loss of assets and disruption of operations from criminal or malicious acts. This could include, but is not necessarily limited to the following:

- Enforce entry/exit control procedures to a given site or sites
- Enforce restrictions on access to sensitive areas
- Enforce visitor control procedures, including escorts where required
- Use electronic body, package or vehicle search equipment
- Perform personal searches for visitors and contractors
- Perform vehicle searches
- Perform premises or area searches for suspicious items and explosive devices
- Perform mail screening by inspecting materials and packages entering the premises
- Facilitate movement within the premises or area in a manner that meets the operating needs
- Activate barrier systems when necessary

Patrolling
- Identify and report suspicious persons or objects, which may cause a security concern.
- Contain or remove suspicious persons or objects, which may cause a security concern.

Monitoring and Report
- Write reports of daily activities and irregularities such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
- Monitor and respond to intrusions and safety alarms;
- Maintain guard post records and logs.
- Provide accident/incident, after-action, and hazard reporting.
- Provide safety, fire, traffic and visitors in the event of incidents.

Reporting Line:
- The security guard will report to the Security Focal Point through the Security Guard Supervisor.

Assistance & Emergency
- Provide safety, fire, traffic and medical assistance to personnel and visitors in the event of incidents;
- Call police or fire departments, Security Focal Point or AfDB Security Officer in cases of emergency, such as fire or presence of unauthorized persons.

GUARD SKILLS AND ABILITIES

Communication
- Language Skills: Must have the ability to read, write, speak, and understand English, French or Country Official language.
- Excellent verbal and written communication skills;
- Must be able to communicate effectively in English, French or the country official language, both verbally and in writing.

Interpersonal Relationship and Teamwork
- Excellent interpersonal skills.
- A polite and approachable manner at all times
- Ability to deal with large numbers of AfDB personnel,
- High level of tact and diplomacy in dealing with intercultural issues, under a wide variety of circumstances.
- Ability to work as team
- Strong commitment to a team building approach to all issues within AfDB office and all the office/ building stakeholders.
- Ability to work harmoniously within a team environment.

Medical
- Valid First Aid Certificate required.
- Valid CPR certificate is an asset

Technical
- Technological Awareness - working knowledge of CCTV, metal detectors, and other security equipment

Others Competencies
- Professionalism - Demonstrates professional competence and mastery in Safety and Security, conscientious and efficient in achieving results
- Client Orientation - treats all staff and visitors with a professional and courteous attitude, demonstrates ability to work effectively in a stressful environment.
- Well groomed with a good level of physical fitness;
SUPERVISOR RESPONSIBILITIES

The supervisor is responsible for ensuring the Logbooks are properly maintained and that all appropriate entries are made. His duties include, but is not necessarily limited to the following:

- Overseeing patrols.
- Responding to incidents.
- Investigating incidents.
- Maintaining discipline.
- Enforcing rules and regulations.
- Scheduling and assigning personnel.

GUARD SCREENING, QUALIFYING AND TRAINING

Screening

- Psychological personality testing (Regional Hub)
- A criminal background record check with the national police and, where appropriate, military services of the person’s current country of residence, the country of current employment and the country (or countries) of nationality;
- Criteria Attention Skills Test (CAST)

Training

- Private Security Training certification required.
- Fire extinguishers training required
- First Aid Kit training mandatory

Education:

- Secondary education,
- Security Guard Training obtained
- Fire Safety, First Aid Training Obtained.

Experience

- Three to five years performing duties as Security Guard
- Security Guard within UN Agencies or with other International Organizations or NGOs is an asset.

Other requirements

- Applicants should be between 22 to 35 years of age
- Must be country citizen
- Must be mentally and physically fit
- All duties are performed generally in uniform
- Duties may require long periods of standing, working evenings, overnights and weekends
- Applicants must have clear character records verified by competent authority
- Able candidates might be selected to discharge duties as shift leader or supervisor

GUARD DISPATCHING

24 Hours Security Services

Security guards work a maximum of 8 hours shift, to ensure best security 24/7.

- 1st Shift: 7 am to 3 PM
- 2nd Shift: 3 PM to 11 PM
- 3rd Shift: 11 PM to 7 AM
BREAKDOWN OF GUARDS

<table>
<thead>
<tr>
<th>S/N</th>
<th>SHIFT</th>
<th>TIME</th>
<th>DUTY POST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1st</td>
<td>7:00 A.M. – 3:00 P.M.</td>
<td>Lieutenant (CCTV room) /Rover (1)</td>
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<td>Compound Entrance gate &amp; bum gate (Record vehicles &amp; visitors) - (2)</td>
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<td>Compound Rear (1)</td>
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<td>Exit Gate (1)</td>
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<td>Relieving Officer (1)</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>2nd</td>
<td>3:00 P.M. – 11:00 P.M.</td>
<td>Lieutenant (CCTV room) /Rover (1)</td>
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<td>Compound Entrance gate &amp; bum gate (Record vehicles &amp; visitors) - (2)</td>
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<td>Compound Rear (1)</td>
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<td>Exit Gate (1)</td>
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<td></td>
<td>Relieving Officer (1)</td>
<td>6</td>
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<tr>
<td>3</td>
<td>3rd</td>
<td>11:00 P.M. – 7:00 A.M.</td>
<td>Lieutenant (CCTV room) /Rover (1)</td>
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<td>Compound Entrance gate &amp; bum gate (Record vehicles &amp; Patrol) - (1)</td>
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<td>Relieving Officer (1)</td>
<td>7</td>
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<td></td>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
<td>19</td>
</tr>
</tbody>
</table>

General Post Orders

**Coverage**

Provide security coverage to AfDB office and residence twenty-four (24) hours per day, seven (7) days per week. Security Guard should not leave this post unmanned for any reason. In the event that scheduled relief does not arrive, officers should notify management immediately and await instructions. It is strongly recommended that all Security Guard report for duty 10 minutes early to consult with the officer on duty regarding any unusual activities or special instructions from the shift supervisor or AfDB Security Focal Point.

**Arrival / Relieve of Post**

- Inspect all post equipment to ensure it is operational;
- Inspect the post for damage to equipment and property;
- Check the post for cleanliness and perform any post maintenance required to maintain a safe and presentable work area;
- Account for all post keys;
- Ask the shift officer you are relieving if there is any important information to pass on.
- Ensure all necessary post paperwork and forms are available.
- Locate and review the post orders;
- Report any post discrepancies to the Security Focal Point immediately.

**Not authorized for use/storage on any post**

- Televisions, except CCTV installed by AfDB, which are part of the security network;
- Personal radios, digital music devices, compact disc/tape players (with or without earphones);
- Hand-carried bags of all types (purses, back packs, etc.) are to be kept out of the sight of the general public;
Reading material, (only work-related material is allowed); religious materials, newspapers, magazines, schoolbooks, etc., are not authorized;

- Food items and beverages, (exception: water in clear bottles or cups). Eating on post is prohibited unless the post orders for that specific post state otherwise.
- If you do not report unauthorized items to your supervisor you will be held accountable for them being on the post that you assumed.
- Security personnel will not tamper with telephones, office equipment, or any personal effects located in AfDB offices, common areas or other designated work spaces. Equipment or items that present a safety hazard may be handled when safe to do so. Closed off areas will only be entered to conduct official business when authorized to do so.

Duty Log

- A daily duty log for each post will contain a record of ALL activities, special events, unusual occurrences, and specific instructions/alerts.
- The log will be kept and updated by the officer assigned to the individual post. The duty supervisor will monitor and authenticate the log.
- All entries must be complete and legible.
- In the absence of unusual circumstances, log entries shall be made at least once every hour to indicate post status.
- Security Guard Supervisor are required to indicate in the security log when they assume a post and when they are relieved or close a post.

Preparing for Duty

- Personnel shall be physically rested prior to reporting to duty to ensure both mental and physical alertness during their assigned tour.
- Security Guard will refrain from consuming alcoholic beverages a minimum of eight (8) hours in advance of scheduled duty in order to eliminate any residual odor or effect.
- Security Guard will report for scheduled duty on time and in the proper uniform. Personnel are required to be on post at the assigned start time of their shift.
- Security Guard will remain at their post unless instructed otherwise by a direct supervisor, or until properly relieved by the authority of their security manager.
- If an emergency occurs notify your direct supervisor immediately, using your VHF radio, GSM phone or post phone. The radio is the primary means of communication (where applicable); post telephones are secondary.

Fire Prevention and Reporting

The guards should frequently review the General and Post Orders in the event of an emergency. It is important that only correct and prescribed procedures are followed in order to minimize the emergency. AfDB Security Focal Point will establish emergency procedures in liaison with the Regional Security Officer

- Inform Guard Supervisor and/or activate the fire alarm, prior to attempting to extinguish the fire.
- Prevent the fire from starting.
- Inform employees in the immediate vicinity of the fire and order them to evacuate the area immediately.
- Prevent the loss of life and property in case a fire should start.
- Confine the fire to its place of origin
- Assist the fire warden during the building evacuation.

Security Operating Procedures (SOP)

Medical Emergencies

- Ensure the medical emergency is not a diversionary tactic.
- For access control posts, access control is the primary responsibility; maintain security and control at all times.
- Immediately notify the security Focal Point, the team warden, local authorities and request medical assistance.
- Administer first aid when possible (Primary Survey)
- Keep people away from the victim (Crowd Control)
- Assist the first aid team or medical personnel as necessary
- Obtain all pertinent information for an Incident Report.

**Suspicious Activity**
- Suspicious activity, such as photography, videotaping, sketching, drawing, pacing off distances from entrances or continuously observing persons entering and exiting the facility should be brought to the attention of the Security Focal Point and a security supervisor or manager immediately.
- If the person(s) leave the area observe the direction and means of departure. If the individual departs via motor vehicle a complete description to include color, make, model, and tag number must be recorded and given to the supervisor.

**Telephone Bomb Threat**
Follow these procedures in the event a telephone bomb threat is received or reported:
- If possible, place the Bomb Threat Card in front of you and refer to it when speaking with the caller.
- Keep the caller on the line as long as possible. Ask him/her to repeat the message. Record every word spoken by the caller.
- If the caller does not indicate the location of the bomb or the location of the possible detonation, ask for this information.
- Inform the caller that the building is occupied and the detonation of a bomb could result in death or serious injury to many innocent people.
- Pay particular attention to background noise, such as music playing, motors running and any other noise that may provide valuable information in identifying the location of the caller.
- Listen closely to the caller’s voice for accents, speech impediments, and male/female or any other condition that could be helpful in identifying the caller.
- After the caller hangs up proceed with the following steps depending on the time of the call:
  a. Immediately report the call to AfDB Security Focal Point
  b. Notify the local authorities (Police and Fire)
  c. Notify your supervisor and manager immediately

**Code of Conduct for Security Guards and Supervisors**

**DO’s:**
- Keep this booklet/pamphlet with you while on duty.
- Always obey and follow the policy of the company/department.
- Wear your proper uniform.
- Your uniform should be neat and properly ironed.
- Your shoes should be neat and polished.
- Shave daily/keep beard and mustache trimmed.
- Ensure that you have a proper haircut.
- Display your identity card on your person while on duty.
- Be punctual.
- Be alert and vigilant.
- Be polite and courteous.
- Be enthusiastic.
- Be respectful to all customers/visitors.
- Be aware of the Company’s locations.
- Greet and reply the greetings in a friendly way.
- Keep yourself healthy and fit.
- Stay calm with an angry customer.
- Deal respectfully with lady customers.
- Know your senior staff.
- Inform your supervisor/superiors about any unexpected or emergency situation.
20. Ensure secrecy of Company information.
21. Make sure you know your duties/responsibilities at every post.
22. Proper duty handing over should be carried out.
23. Be cooperative and build a good relationship with all.
24. Be available and flexible for any Emergency duty.
25. Do simple stretching exercises every hour while on duty.
27. Maintain your cool while speaking over telephone.
28. Be aware of the vulnerable areas, security threats and emergency exits at your location.
29. Ensure that the premises are secure after business hours.
30. Carry a torch with you for night duty.
31. Keep a list of important telephone numbers with you.
32. Be aware of the actions to be taken in case of any emergency.
33. You should know how to frisk and check visitors if required.
34. Keep an eye on the movement of personnel and vehicles in your area.
35. Be aware of hiding places in vehicles which have to be checked.
36. Carry out regular patrolling of your area of responsibility.
37. Ensure that all security gadgets in your area are working properly.
38. Report any breaches of Security to your superior immediately.
39. Ensure proper key management.
40. Ensure that display vehicles are secured.
41. Barriers to be down/gates to be closed when not in use.
42. Make sure the first aid box is available in your post and is to be used in an emergency.
43. Make sure you know the types of fire extinguishers and how to use them in case of an emergency.

DON'T's:
1. Do not leave your post unless permitted by your supervisor or for patrolling.
2. Do not allow entry to any unauthorized person into the premises without permission.
3. Do not come to work under the influence of liquor/narcotic substances.
4. Do not smoke while on duty.
5. Do not chew gum or tobacco while on duty.
6. Do not sleep on duty.
7. Do not engage in unnecessary conversation while on duty.
8. Do not take leave without permission.
9. Do not argue with or shout at customers.
10. Do not be busy in secondary matters while on duty.
11. Do not indulge in rumor mongering.
12. Do not use company property or services for personal gain.
13. Do not entertain your friends/relatives in the guard post.
14. Do not listen to music while on duty.
15. Do not bring electronic devices to the work place.

Special Orders

Rotation of Guards
- To preclude the possibility of complacency and avoid over familiarization, the guards may be changed a year basis regularly.
- However, requested by the staff or the Security Focal Point, the security guard may be permitted to continue until the end of the contract with the Private Security Company
- No change can be made without the bank approval
- The list of approved security guard will be annexed to the current TOR and Contract.

Accountability
- All private security company personnel filling any post shall read and familiarize themselves with the current TOR.
- This can be done through mandatory training or Briefing
- For accountability, each person to fulfil tasks on AfDB premises and staff residence shall sign the log acknowledging that he/she knows the current TOR

Failure of private security company personnel to comply with the orders and SOPs is a failure of the private security company to comply with the conditions of the contract

SECTION 5 – BID QUESTIONNAIRE
STATEMENT OF CONFORMITY

The African Development Bank
Sophie Community, Congo Town
Monrovia, Liberia

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/COLR/2021/006, PROVISION OF PRIVATE SECURITY SERVICE 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, services and works in conformity with the RFP and in the rates and prices indicated in the Bill of Quantity/Price Schedule form included in our bid;
(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) If provided in the RFP, the prices quoted will remain fixed for the duration of the contract;
(f) Our bid 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;
(g) 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;
(h) 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;
(i) We understand that if we withdraw our bid after the deadline for submission, the Bank may decide to exclude us from future procurements;
(j) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
(k) 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;
(l) 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 bid with the lowest evaluated quoted price or any other bid that you may receive.

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

Name __________________________
In the capacity of ____________________

Signature ____________________

Email ______________________

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

Dated on ________________________ Official Stamp
# Appendix 5B

**BIDDER INFORMATION SHEET**

ADB/RFP/COLR/2021/006

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

---

Liberia Country Office, Sophie Community, Congo Town, Monrovia, Liberia
PARTY TO JOINT VENTURE INFORMATION SHEET
ADB/RFP/COLR/2021/006

<table>
<thead>
<tr>
<th>1. Bidder’s Legal Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. JV’s Party legal name:</td>
</tr>
<tr>
<td>3. JV’s Party Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>4. JV’s Party Year of constitution or registration into a legally enforceable JV:</td>
</tr>
<tr>
<td>5. JV’s Party Legal address in Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>6. JV’s Party Authorized Representative Information:</td>
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</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
</tbody>
</table>

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
ADB/RFP/COLR/2021/006

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

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

A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity (Appendix 5A) and bid submission form in the format provided.

A power of attorney shall be attached, if applicable.

A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the Bid Securing Declaration form in the format provided (Appendix 5K).

A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the Letter of Bid in the format provided (Appendix 5L).

Bid validity of 120 days
### PASS/FAIL CRITERIA

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

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

### ELIGIBILITY CRITERIA

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

The bidder is from a member country of the Bank.

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

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

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

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

The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a 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...
<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>
<tbody>
<tr>
<td></td>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
</tr>
<tr>
<td>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.</td>
<td>All partners combined</td>
<td>At least one partner</td>
<td></td>
</tr>
<tr>
<td>The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?</td>
<td>Each partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been debarred or cross-debarred by the Bank based on corrupt, fraudulent, collusive, coercive and obstructive practices.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>JV (if applicable)</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
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<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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**

The bidder has a minimum turnover of at least USD **140,000** for the last three years 2020, 2019, 2018 or the three latest. *(Appendix 5E)*

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

The bidder can demonstrate sound financial performance? *(Appendix 5E Bis)*

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

If yes, provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the past three years 2020, 2019, 2018 of three latest.
## PASS/FAIL CRITERIA

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

### PASS/FAIL CRITERIA

#### Single Entity
- **Joint venture and any other form of partnership (JV)**
  - All partners combined
  - Each partner
  - At least one partner

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>N/A</td>
</tr>
<tr>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**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 (05) years. the bidder shall have a minimum of Five (05) years experience**

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

**If yes, provide evidence, such as, information on the bidder’s company (description, including a short**
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
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<td></td>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
<tr>
<td>History, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has specific experience (please provide evidences) in at least two (02) similar contracts as a prime contractor within the past five (05) years, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP. With a minimum value equal to USD30,000.00 for each assignment. If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 5 years with certificate of compliance and amount and contract or letter of award.</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>N/A</td>
</tr>
<tr>
<td>If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 5 years. (Appendix 5F and Appendix 5F Bis)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder shall have been in business for the last five (5) years and has the experience and capability to provide the goods and services required for a PASS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
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<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has had a contract(s) terminated in the last three (3) years for unsatisfactory performance or default.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders shall complete the litigation history form (Appendix 5H).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder is involved in litigation that represents more than <strong>50%</strong> percent of the bidder’s net worth.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders shall complete the litigation history form (Appendix 5H).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CONFLICT OF INTEREST

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Must meet</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form (Appendix 5I).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

### MANUFACTURER’S AUTHORIZATION

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Must meet</th>
<th>Existing or intended JV must meet requirement</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form (Appendix 5I).</td>
<td></td>
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</table>

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

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<td>All partners combined</td>
<td>Each partner</td>
</tr>
</tbody>
</table>

**Or Reseller Agreement**
**Or Annual qualification**
**Or Sales Certification**
**Or partnership Status**
The bidder’s local partner (if applicable) shall also provide on the above-mentioned document

The bidder shall demonstrate that it has authorization, experience, and capability to provide the goods and services required for a PASS.

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

### Remarks (Accept/Reject for the next stage)
FINANCIAL CAPACITY
ADB/RFP/COLR/2021/006

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

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

<table>
<thead>
<tr>
<th>Financial (US$)</th>
<th>Information</th>
<th>Historical information for the previous three (3) years (most recent to oldest) in USD equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 2020</td>
</tr>
<tr>
<td>Statement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information from Balance Sheet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Total Assets (TA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Current Assets (CA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Total Liabilities (TL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Current Liabilities (CL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information from Income Statement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5) Total Revenue (TR)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6) Profits before Taxes (PBT)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Worth (1) – (3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Ratio (2) / (4)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AVERAGE ANNUAL TURNOVER**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount in United States Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td></td>
</tr>
</tbody>
</table>

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified

Name of Firm: _____________________________
## FINANCIAL RESOURCES

**REF.: ADB/RFP/COLR/2021/006**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet services requirements of the subject contract as indicated in Section III, Evaluation and Qualification Criteria.

<table>
<thead>
<tr>
<th>Source of financing</th>
<th>Amount (in USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

## FINANCIAL PERFORMANCE

<table>
<thead>
<tr>
<th>Financial ratio</th>
<th>Formula</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net profit margin</td>
<td>Net profit /Total revenues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return on assets</td>
<td>Net profit/Total assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return on equity</td>
<td>Net profit/Stockholder's equity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quick ratio / Acid-test</td>
<td>Cash+ Marketable securities+ Receivables/Total current liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt-to-equity</td>
<td>Total debt/Total equity</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BIDDER’S GENERAL EXPERIENCE
ADB/RFP/COLR/2021/006

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

General Experience and Specific Experience

<table>
<thead>
<tr>
<th>Starting Month / Year</th>
<th>Ending Month / Year</th>
<th>Years*</th>
<th>Contract Identification</th>
<th>Role of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Brief Description of the Service performed by the Bidder:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Name of Client:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Email:</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Brief Description of the Service performed by the Bidder:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Name of Client:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

Appendix 5F Bis
## BIDDER’S SPECIFIC EXPERIENCE

**ADB/RFP/COLR/2021/006**

(Please complete one form per assignment)

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Approx. value of the contract (in USD):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country: Location within country:</td>
<td>Duration of assignment (months):</td>
</tr>
<tr>
<td>Name of client</td>
<td>Amount of bandwidth provided:</td>
</tr>
<tr>
<td>Address:</td>
<td>Approx. value of the services provided by your firm under the contract (in USD):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Start date (month/year):</th>
<th>No. of professional staff-months provided by associated consultants:</th>
</tr>
</thead>
<tbody>
<tr>
<td>End date (month/year):</td>
<td></td>
</tr>
</tbody>
</table>

Narrative description of project:

Description of actual services provided by your staff within the assignment:

Name of Bidder: _________________________________
**Appendix 5G**

### KEY PERSONNEL

**REF.: ADB/RFP/COLR/2021/006**

<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>Organization</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please insert CV for proposed Key Professional Personnel
## RESUME OF PROPOSED PERSONNEL

### REF.: ADB/RFP/COLR/2021/006

(The Bidder shall provide all the information requested below. – Please complete one form per staff)

<table>
<thead>
<tr>
<th>Position*</th>
<th>Personnel information</th>
<th>Name*</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Present employment</th>
<th>Personnel information</th>
<th>Name of employer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of employer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Contact (manager / personnel officer)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job title</th>
<th>Years with present employer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Summarize professional experience, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company / Project / Position / Relevant technical and management experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
LITIGATION HISTORY
ADB/RFP/COLR/2021/006

Name of Bidder:

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.

<table>
<thead>
<tr>
<th>Non-Performing Contracts – contracts terminated in the past three (3) years for unsatisfactory performance or default</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Pending Litigation</td>
</tr>
</tbody>
</table>

☐ 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>Contract description:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser:</td>
<td>Contract description:</td>
</tr>
</tbody>
</table>
CONFLICT OF INTEREST DISCLOSURE FORM

<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>

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.

1. 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.
   - Bidders Response: [ ] Yes [ ] No
   - Comments /Information provided:

2. Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?
   - Bidders Response: [ ] Yes [ ] No
   - Comments /Information provided:

3. Are you an employee or stakeholder of the Bank?
   - Bidders Response: [ ] Yes [ ] No
   - Comments /Information provided:

4. Has the Bank offered you a contract of employment in the last 12 months?
   - Bidders Response: [ ] Yes [ ] No
   - Comments /Information provided:

5. Are you participating in more than one bid in the procurement process?
   - Bidders Response: [ ] Yes [ ] No
   - Comments /Information provided:

6. Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?
   - Bidders Response: [ ] Yes [ ] No
   - Comments /Information provided:

7. Have you held a position in government in the last 3 years? For example, a ministerial position
   - Bidders Response: [ ] Yes [ ] No
   - Comments /Information provided:

8. Has a member of your family held a position in government in the last three years? This includes your spouse, parent, brother, sister or child.
   - Bidders Response: [ ] Yes [ ] No
   - Comments /Information provided:

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 bid from the procurement process.

Name:________________________
In the capacity of:________________________
Signed:________________________
Duly authorized to sign this proposal for and on behalf of:________________________
Dated on:________________________
Appendix 5J

TECHNICAL EVALUATION
ADB/RFP/COLR/2021/006

Bidders (including each partner of a JV, affiliates and suppliers) shall provide the information required in sufficient detail and provide supporting documentation in support of bidders’ response. The Bank shall carry out a detailed examination of the bids to determine compliance with the technical requirements and conditions.

The evaluation of the bidder’s technical bid shall include an assessment of the bidder’s technical capacity to mobilize key equipment and personnel for the contract, consistent with its proposal regarding work methods, scheduling and material sourcing, in sufficient detail, and fully in accordance with the requirements.

1. Bidders shall provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which a full completion certificate has yet to be issued.

<table>
<thead>
<tr>
<th>Contact details of client – address /telephone/fax</th>
<th>Value of outstanding work (USD equivalent)</th>
<th>Estimated completion date</th>
<th>Average monthly invoicing over last six months (USD/month equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Bidders shall provide a comprehensive description of the proposed major items of equipment for carrying out the works.

<table>
<thead>
<tr>
<th>Type of equipment and characteristics</th>
<th>Description, make, model, year of manufacture</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom) or to be purchased (from whom). Include lease agreements, where relevant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

3. Bidders shall provide details of work performed as a prime contractor on works of a similar nature and volume over the last three years. Bidders shall complete one table per contract.

<table>
<thead>
<tr>
<th>Contract Number/Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract description:</td>
<td></td>
</tr>
<tr>
<td>Country of contract performance:</td>
<td></td>
</tr>
</tbody>
</table>
4. Bidders shall provide a list of the proposed subcontractors and suppliers to be involved in the contract, setting out the subcontractors and suppliers experience in the **last three years** relating to the part of the contract they will be performing.

<table>
<thead>
<tr>
<th>Section(s) of work to be performed by subcontractor</th>
<th>Value of subcontract</th>
<th>Name and address of subcontractor</th>
<th>Subcontractors experience in similar contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. Bidders shall provide a comprehensive work programme and technical information, including drawings, charts, as necessary, to comply with the requirements. The work programme should not exceed the period for completion of all works.

6. Bidders shall provide a comprehensive method statement showing how it intends to carry out the works to conform to the requirements.

7. Bidders shall provide a comprehensive mobilization schedule detailing the action plan for the period between the award of contract and commencement of work, to include mobilization timetable, risk registers, mobilization and deployment of equipment and personnel.

8. Bidders shall provide a comprehensive construction schedule detailing the series of events or plan of actions to complete the project. The response shall identify the critical path.

9. Bidders shall provide a detailed site organization plan detailing how it intends to organize a safe and healthy construction site, including traffic management, materials storage and waste management, meeting local administrative and legal requirements, if relevant.

10. Bidders shall provide details on the qualification and experience of key personnel proposed for the administration and execution of the contract, including the proposed Project Manager. Bidders shall complete one table per individual.

<table>
<thead>
<tr>
<th>Proposed Position:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm:</td>
<td></td>
</tr>
<tr>
<td>Name of Staff:</td>
<td></td>
</tr>
<tr>
<td>Profession:</td>
<td></td>
</tr>
<tr>
<td>Years with Firm in proposed position:</td>
<td></td>
</tr>
<tr>
<td>Nationality:</td>
<td></td>
</tr>
<tr>
<td>Membership in Professional Society/Organization (if appropriate):</td>
<td></td>
</tr>
<tr>
<td>Detailed tasks to be assigned under the Contract:</td>
<td></td>
</tr>
<tr>
<td>Key Qualifications - Give an outline of key staff member’s experience and training most</td>
<td></td>
</tr>
<tr>
<td>pertinent to tasks of the assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use up to half a page.</td>
<td></td>
</tr>
<tr>
<td>Education - Summarize college/university and other specialized education, including, names of schools, dates attended and degrees obtained. Use up to a quarter page.</td>
<td></td>
</tr>
<tr>
<td>Employment Record - Starting with the present position, list in reverse order every employment held. List all positions held since graduation, including, dates, names of employing organization, title of positions held and location of assignments. For experience in the last ten years, provide types of activities performed and client references, where appropriate. Use up to three-quarters of a page.</td>
<td></td>
</tr>
<tr>
<td>Languages - Indicate proficiency in speaking, reading and writing of each language: i.e excellent, good, fair, or poor.</td>
<td></td>
</tr>
</tbody>
</table>

## ANNEX III – EVALUATION CRITERIA AND METHODOLOGY

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

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

3) The final score shall be calculated as follows:

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

**TECHNICAL EVALUATION (Weight=70%)**

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 (Weight=30%)**

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:

\[
N_f (\text{financial score}) = 100 \times \frac{F_m}{F}
\]

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

**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.

**Final Score (NG) = \(N_t \times T\%) + (N_f \times F\%)**

**TECHNICAL EVALUATION**

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

1.1 For each lot, Pass / Fail criteria shall apply equally, then technical evaluation will consider the following criteria and score/weights. Each lot will be assessed based on below criteria.

1.2 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:

1.3 Name of the Bidder

Lot(s):

<table>
<thead>
<tr>
<th>Description</th>
<th>Maximum Points</th>
<th>Marks</th>
</tr>
</thead>
</table>

Methodology for implementation of PRIVATE SECURITY GUARD SERVICES,
-Technical capacity and approved methodology in carrying out the assignment : 10 points
- 30
- Clear service level agreement shown in terms of each activity and management of the contract: 10 points
- Organization and staffing: 10 points

| Service implementation, Help desk, Supervision and Reporting (10 points) | 10 |
| Relevant experience of the company in similar assignment including: | 20 |
| - Provided service to International Organizations/ large corporates (5 points) | |
| - Similar environment, type of buildings, size and number of sites (5 points) | |
| - List of current and previous assignments indicating name of client, period and duration of the contract, contact person and telephone. At least three referees of big organizations (10 points) | |
| - Demonstrated possession of the necessary skills: 5 points | 15 |
| - Outsourcing of other companies including coordination with manufacturers of equipment installed: 5 points | |
| - Availability/outsourcing of equipment for provision of PRIVATE SECURITY GUARD SERVICES (electrical and plumbing tool kit etc…) | |

Qualifications and level of competency of Private security guard services to be assigned to the execution of the contract, the onsite Team leader guard:

1. Certificate of good conduct: 2.5 points
2. Curriculum Vitae: 2.5 points
3. Possess Tertiary education in security guard services
   Qualified Team leader Guard: 2.5 points
4. Knowledge in security services: 2.5 points
5. Three years of security services Experience: 2.5 points
6. Speaks English: 2.5 points

(Use format as described in Appendix C)  

| Guard Agent | 10 |
| - Qualification certificate (tertiary education): 2.5 points | |
| - General/Specific experience (3 years in security services, works): 2.5 points | |
| - Certificate of good conduct: 2.5 points | |
| - Speaks English: 2.5 points | |

Total 100

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.
BID-SECURING DECLARATION FORM

Date: [insert date (as day, month and year)]
Bid No.: ADB/RFP/COLR/2021/006

To: The African Development Bank
   Liberia Country Office

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]
The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and address.

Invitation for Bid No.: ADB/RFP/COLR/2021/006

To: African Development Bank
Liberia Country Office
Sophie Community, Congo Town
Monrovia, Liberia

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/COLR/2021/006, PROVISION OF PRIVATE SECURITY SERVICE and have no reservation to the RFP including addendum issued;
(b) We offer to provide the goods and services in the total amount of USD………………….., indicated in the Price Schedule form included in our proposal;
(c) If provided in the RFP, the prices quoted shall remain fixed for the duration of the contract.
(d) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name
In the capacity of

Signed

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

Dated on
### PRICE SCHEDULE

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>SHIFT</th>
<th>QTY</th>
<th>UNIT PRICE/ Month</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A FIRST SHIFT (7:00 AM – 3:00 PM)</strong></td>
<td>Lieutenant (CCTV room) /Rover</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Compound Entrance gate&amp; bum gate</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Compound Rear</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exit Gate</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Relieving Officer</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B SECOND SHIFT (3:00 PM – 11:00 PM)</strong></td>
<td>Lieutenant (CCTV room) /Rover</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Compound Entrance gate&amp; bum gate</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Compound Rear</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exit Gate</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Relieving Officer</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C THIRD SHIFT (11:00 PM – 7:00 AM)</strong></td>
<td>Lieutenant (CCTV room) /Rover</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Compound Entrance gate&amp; bum gate</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exit Gate</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exit Gate</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Relieving Officer</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>Per month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount for 12 months</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount for three years</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Please indicate the breakdown of the salary paid to the Security Personnel including but not limited to the items indicated below.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>Amount per guard</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIC SALARY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PENSION (insert %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL (insert %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER STATUTORY REQUIREMENTS (insert %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAYE (TAX) (insert %)</td>
<td></td>
<td></td>
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<tr>
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<td>GRAND TOTAL</td>
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ARTICLE 3: ELIGIBILITY

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

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

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

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

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

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

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

3.3 In order to be eligible:

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

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

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

a) The Natural Person or Business has become bankrupt, is insolvent or, in the case of a Business, is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation;
b) The Natural Person or Business has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the Natural Person or Business is established or where the contract is to be performed;

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

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

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

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

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

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

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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

Works means the construction, reconstruction, demolition, outfitting, repair or renovation of premises or related infrastructures. Such contracts may include related Services where the value of those Services does not exceed the value of the Works.
ADB/RFP/COLR/2021/006

FOR
SECURITY GUARDS SERVICES

BETWEEN

THE AFRICAN DEVELOPMENT BANK
LIBERIA COUNTRY OFFICE

AND

THE CONTRACTOR
This Contract is entered into & between the Liberia Country Office of the African Development Bank (hereinafter referred to as the "Bank"), having its offices in Sophie Community, Congo Town, Monrovia, Liberia of the one part and __________ (hereinafter referred to as "the Contractor"), having its principal office in .................& whose address is: ________________on the second part.

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

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

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

ARTICLE 1. Definitions

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

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

(ii) “Contract” means this Contract, including the Terms of Reference (Annex A), the List and Description of the Premises (Annex B) and Names of Key Personnel (Annex C).

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

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

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

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

1.2 The Parties agree that words and abbreviations, not specifically defined herein above, but which have well known technical or trade meanings, are used in this Contract in accordance with such recognized meanings.
ARTICLE 2. Order of Precedence of Contract Documents

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

(a) Main Contract Document
(b) List and description of the premises (Annex A)
(c) Contractor's Proposal (Annex B)
(d) Names of key personnel (Annex C)

ARTICLE 3. Purpose of Contract

The purpose of this Contract is to perform and provide Security Guard Services to the Liberia country Office.

ARTICLE 4. Statement of Work

4.1 In performing the Services, the Contractor shall conform to the description; criteria, methodology, approach and work plan set forth in his Proposal.

4.2 Scope of Work

1. The services of uniformed, equipped, security personnel will be required seven days (7) per week, twenty-four (24) hours per day, for the sites stated in Annex B. The Bank reserves the right to make changes with regard to the work of the Contractor, including but not limited to increase or decrease the number of guards, change the hour of replacement of guards during the day, in accordance with its needs. If as a consequence of such modifications, the scope of the services is significantly changed, the Contract price may be equitably adjusted by written agreement of the Parties.

2. The Contractor shall not do any work, provide or perform any services, which may result in an additional charge to the Bank over and above the Total Contract Price referred to in Article 9, without the prior written consent of the Bank.

4.3 General Responsibilities of the Contractor

1. The Contractor shall provide fully uniformed and equipped security guard services for the protection of Bank employees, families, assets and property against fire, theft, pilferage, malicious injury and destruction.

2. The security services covered by this Contract shall be performed by qualified, careful, and efficient employees in strictest conformity with accepted security practice and standards. All the guards provided under this Contract must have been cleared by the Contractor as professionals capable to perform the Services as agreed.
2. The Contractor shall immediately verbally notify the Bank of any security problems or incidents. Contractor will submit a written report of the problems or incidents within forty-eight (48) hours of occurrence.

4.4 Work Hours

The Services shall be performed twenty-four (24) hours per day and seven (7) days per week. If the Services shall be interrupted for any reason, a guard shall not leave his duty without making sure that he/she has been replaced by another guard. The Bank should immediately be notified of shift change.

4.5 Contractor Personnel

a) Guards assigned must meet the following minimum requirements:

1. Uniformed - Own and maintain the provided uniforms and accessories, consistent with duties.

2. All personnel shall be physically able to do their assigned work; such fitness shall be confirmed by an annual physical examination.

3. All personnel shall be capable employees, thoroughly trained through in-house training courses and qualified in the work assigned to them.

4. The Contractor’s personnel must carry company identification.

b) The Contractor shall provide the services of qualified employees and shall identify the proposed employees to the Bank for approval prior to the commencement of the Services. Any change of personnel shall be subject of the Bank’s prior written approval. The Contractor shall upon written request from the Bank, promptly replace at its own expenses any member of the Contractor’s security team who the Bank considers unfit or otherwise unsatisfactory with others approved by the Bank.

4.6 Responsibilities and Duties of Guards

The guard personnel shall perform the following duties:

1. Guard is permitted to enter only those rooms and areas agreed upon, unless instructed to do so by the Senior Field Office Security Officer of his designee.

2. Guard will not allow a visitor to enter the Bank premises, unless confirmed and escorted by the Bank’s Staff.

3. Guard will receive orders from the Contractor or the Senior Field Office Security Officer or any other Bank staff designated by the Country Manager.
4. Guard shall immediately inform the Senior Field Office Security Officer or his designees of anything found to be out of order or signs of suspicious activities.

5. Guards will not leave the assigned areas without the order of the Bank’s Staff.

6. Guard who noticed some strange phenomenon around the guard premises (such as strange person, object, car, etc.) will immediately notify the company, follow each step taken by the stranger without abandoning his post, while waiting for the police, the company or the Bank’s staff for further instruction.

7. Guard will take the necessary measures to protect the guarded premises against incidents such as robbery, murder, arson or attempts of forcible entry and report to the Bank’s Staff and the concerned personnel in the company for further instruction.

8. Guard will report and sound appropriate alarms for any fire or disorder on, or adjacent to, the installation.

ARTICLE 5. Duration of the Contract

The duration of this Contract is Three (3) year, renewable on annual basis, and it will effect on 1st January 2022. This contract may be extended for two more period(s) of all or part of one (1) year with the aggregate time period of the original contract plus all combined extensions not to exceed three (3) years.

ARTICLE 6. Contractor's Key Personnel

6.1 The Contractor shall assign _______Guards (xxx guards/site for 3 shifts) for its _______sites to secure Bank’s premises (names of the guards plus their resume to be provided in Annex C);

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

6.3 The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Bank/COLR. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Bank will notify the Contractor within fifteen (15) calendar days after receipt of all required information of whether the proposed substitutes are satisfactory.
ARTICLE 7. Standards of Performance

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

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

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

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

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

ARTICLE 8. Indemnification

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

8.2 The Contractor hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses (“Losses”) (including, without limitation reasonable attorney’s fees) which the Bank may incur in relations to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Contractor or any of the Contractor’s Associates including without limitation all third party claims, 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 Loses. The Contractor shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property or industrial design rights arising from the performance of the Services of the Contractor and any of the Contractor’s associates.

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

ARTICLE 9. Contract Price and Terms of Payment

9.1 For the full and proper performance of all of Contractor’s obligations under this Contract, the Bank shall pay the Contractor the Total Contract Price of (USD per Month) which shall consist of the fixed unit price for each type of service or personnel multiply by the number effectively retained by the Bank.

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

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

ARTICLE 10 Payment for Services

10.1 The unit prices set forth in the Contractor’s Proposal are fixed and firm and not subject to escalation.

10.2 The currency of payment shall be United States Dollars.

10.3 The Bank may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Bank from loss under this Contract on account of:

1) the Contractor's failure to perform the Services, or to make adequate progress in the performance, except for failure arising out of Force Majeure;
2) the Contractor's failure to correct and remedy defective and/or unsatisfactory Service, when such failure has been drawn to its attention by the Bank;

3) the Contractor's failure to submit on time the reports required hereunder; or
4) the existence of damage claims against the Contractor presented by the Bank, or of reasonable evidence indicating the probable basis on which damage claims may be presented by the Bank.
5) The withholding by the Bank of any payment shall not affect the Contractor's obligation to continue performance under this Contract. No interest shall accrue on payments eventually withheld by the Bank in application of this paragraph.

10.4 Each payment shall be made by the Bank on the basis of an invoice submitted by the Contractor in one (1) original and three (3) copies. Each invoice shall contain the Bank contract number as well as detailed banking instructions either requesting a check to be issued to the Contractor or stating – whenever an electronic transfer is required – the name and address of the Contractor’s bank, account number.

ARTICLE 11: Insurance

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

ARTICLE 12: Confidentiality

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

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

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

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

ARTICLE 13. Suspension of Contract

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

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

ARTICLE 14. Force Majeure

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

14.2 The term “impediment”, as used herein shall include unforeseeable events, not within the control of either Party, such as, in particular, acts of God, laws or regulations, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, embargoes, civil disturbances insurrections, riots., epidemics, landslides, earthquakes, storms, lighting, floods, washouts and explosions.

14.3 If a Party considers that any such impediment has occurred, which affects performance of its obligations, it shall promptly notify the other Party giving full particulars in writing of such impediment, including its probable duration and its effect on the Party’s ability to perform. In the event the delay or failure subject of this clause extends for more than thirty (30) days after the notification, the Party able to perform shall have the right, by giving written notice to the non-performing Party, to terminate this contract.
ARTICLE 15. Termination of Contract

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

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

b) if the Contractor becomes insolvent or bankrupt;

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

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

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

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

15.4 Payment upon termination

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

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


16.1 The date of entry into force of this Contract is _____________

16.2 Any notice given by either of the Parties hereunder to the other party shall be sent in writing, or by facsimile confirmed in writing send the day after. The notices shall include the contract number.

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

The Country Manager
African Development Bank
Liberia Country Office
Sophie Community, Congo Town
Monrovia, Liberia
Notices to the Contractor shall be addressed to:

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

ARTICLE 17. Corruption

17.1 The Contractor warrants that no employee of the Bank involved in the attribution of this Contract has received or will received directly or indirectly any kind of benefit or advantage from, or influence in another way by, Contractor or its affiliates for the award of the Contract or its implementation.
17.2 Any breach of this statement could result in a termination of the Contract and a prohibition to participate in any Bank’s contract whether for the Bank itself or the Bank’s funded projects.

ARTICLE 18. Modification

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

ARTICLE 19. Settlement of disputes

19.1 Any dispute, controversy or claim arising out of or in relation to this Contract or the breach, termination or invalidity thereof, that cannot be settled amicably, may be submitted to arbitration by either party, in accordance with the UNCITRAL Arbitration Rules as at present in force.
19.2 The number of arbitrators shall be three. The appointing authority shall be the International Chamber of Commerce. The place of arbitration shall be England, and the language to be used in the arbitration proceedings shall be English. Either Party shall bear its own cost arising in connection with the arbitration and shall evenly share the cost for the arbitrator(s) and other common arbitration cost.
19.3 The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.
19.4 Nothing in this article or in or relating to this Contract shall be deemed to constitute a waiver of any of the privileges and immunities of the Bank.

ARTICLE 20. Governing Law

This Contract shall be governed by and construed in accordance with the laws of England.
ARTICLE 21. Severability

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

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Contract.

For the: CONTRACTOR

For the: AFRICAN DEVELOPMENT BANK

Date: ...........................................

Place: ...........................................

For the: CONTRACTOR

For the: AFRICAN DEVELOPMENT BANK

Date: ...........................................

Place: ...........................................
## LIST OF MEMBER COUNTRIES OF THE BANK

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PART II – GENERAL AND SPECIFIC CONDITIONS

Appendix 7A

Special Conditions of Contract

At the end of the procurement process, the Bank will issue a Purchase Order for the supply and delivery of the equipment and services in line with Section 4 and the General Terms and Conditions of the Bank in Appendix 7 B.

Bidders are requested to propose a draft support and maintenance contract which shall substantially conform with this section 7.
1.1 Constitution of Agreement

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

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

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

1.2 Representations

1.2.1 The Supplier represents and warrants that:

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

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

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

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

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

1.2.2 The Supplier declares that it is fully cognizant of the Bank regarding suppliers that is attached to the Agreement.

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

1.3 Performance of Agreement

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

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

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

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

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

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

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

1.4 Environmental Protection

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

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

1.5 Liability, Immunities and Applicable Law

1.5.1 The financial liability of the Bank under the Agreement shall not exceed the total amount specified in the Agreement.

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

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

1.6 Insurance

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

1.7 Documents

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

1.8 Changes to Agreement and Amendments

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

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

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

1.9 Taxes

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

1.9.2 If a Supplier is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoices and the Supplier shall provide to the Bank any additional
1.10 Payment terms

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

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

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

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

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

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

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

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

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

1.11 Inspection, Acceptance or Rejection

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

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

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

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

1.12 Warranty

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

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

(ii) In conformity with national or international technical, safety, health and environmental protection standards or recommendations;

(iii) Free from any defects in design, workmanship or materials.

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

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

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

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

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

1.14 Termination

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

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

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

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

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

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

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

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

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

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

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

1.15 Audit

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

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

1.15.3 In the event an audit determines that the Bank has overpaid the Supplier, the Supplier shall reimburse the
1.16 Liquidated Damages

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

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

1.17 Liability

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

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

1.18 Intellectual Property and Confidentiality

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

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

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

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

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

1.19 Dispute Settlement

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

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

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

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

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

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

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

1.20 Force Majeure

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

1.20.2 The party affected by such Force Majeure shall give prompt written notice to the other party of the nature and probable duration of such Force Majeure, and of the
1.19.3 During the continuance of such Force Majeure, the obligations of the affected party shall be suspended to the extent necessitated by such Force Majeure.

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

1.21 Severability

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

2. Packaging, Title and Risk of Loss for Goods

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

2.1.2 Title to all goods furnished under the Agreement shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to the Bank. Title will pass to the Bank on the earlier of the date of the payment for such goods or acceptance of the goods. The Supplier shall assume all risk of loss or damage for the goods until such time the title passes to the Bank.
AFRICAN DEVELOPMENT BANK
CORPORATE PROCUREMENT DIVISION

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

The purpose of this Code of Conduct (the “Code”) is to outline the key principles of conduct expected from all service providers, suppliers and contractors (“You”, “Your”) and the Bank (“Us”, “We”, “Our”).

You and Us agree to respect the principles and spirit of the Code. You should be aware that any violation of the Code may be considered as poor performance of Your obligations that could result in actions being invoked by Us, including termination of the contract and any other relationship without notice and/or without compensation at Your risk and expense.

The principles and spirit of the Code also applies to Your suppliers, subcontractors, employees and any other third party (“They”, “Them”) with whom You assign any part of Your obligations. It is Your responsibility to ensure that the Code is communicated to Them and They are aware and comply with the principles and spirit of the Code.

OUR EXPECTATION

You undertake to:

1) Act in good faith:

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

   b. Refrain from any action that may represent reputational risk to Us, for example, by paying Your subcontractors and any other third party assigned to the contract on time, by complying with all applicable laws in your country of establishment and where the contract is performed;

   c. Not offer any gift of any value to Our staff.

2) Fulfil an advisory and partnership role:

Liberia Country Office, Sophie Community, Congo Town, Monrovia, Liberia
3) Maintain Confidentiality and Security of Information:

a. Take appropriate steps to safeguard and maintain confidentiality of Our confidential information, including maintaining it in confidence, in a secure location and not disclosing it to third parties (not assigned to the contract) without Our prior written consent, during the contract period and after its conclusion;

b. Not use Our name and logo for any purpose without Our prior written consent;

c. Observe the utmost discretion in all matters relating to Us, Our business and activities.

4) Take appropriate steps to manage any conflict of interest:

a. Disclose any actual or potential conflict of interest;

b. Disclose any interest Our staff or a agent may have in Your business or any other economic ties with You.

5) Be transparent:

a. Implement an open book approach;

b. Provide any information and/or documentation relating to the contract upon request, in a timely manner;

c. Place at Our disposal any accounting or financial information relating to the contract upon request;

d. Fully cooperate and provide assistance in any investigation relating to the contract that We commission or conduct (including audits or investigation relating to fraudulent and corruptive practices).

6) Ensure the probity and integrity of Your staff working on Our contracts:

a. Employ staff who meet minimum requirements in relation to criminal conviction, security clearance and qualification;

b. Replace any staff, as soon as possible, who are unsatisfactory to carry out the services under the contract;

c. Ensure Your staff, whilst on Our premises, are aware of Our code of conduct for staff and conduct themselves in the same manner as Our staff are expected to conduct themselves.

7) Not partake in corruption and fraudulent practices:
a. Not accept any gift, favor or compensation that could influence the impartial performance of Your obligations under the contract;

b. Not offer any gift, favor, compensation or any other inducement that could influence the actions of any natural person or business;

c. Not act or misrepresent the facts deliberately or recklessly or attempt to induce Us in error in order to gain any form of advantage;

d. Not collude with two or more persons in order to achieve an improper purpose;

e. Not obstruct any investigation into bribery, fraudulent or collusive activities by not destroying, altering or deliberately concealing evidence, and not make false statement to investigators or prosecutors;

f. Not threaten, harass or intimidate a person with the intention to prevent him or her from sharing information relating to an investigation or willfully obstruct Us to exercise Our right of review.

8) Submit to Audit:

a. Permit Us to inspect Your accounts and records relating to Your performance of the contract and have them audited by auditors appointed by Us.

9) Comply strictly with all laws in your country of establishment and the country where the contract is performed:

a. Comply with all applicable laws and regulation (for example protection of the environment; employment laws pertaining to minimum wage, working hours, working conditions, health and safety at work; payment of taxes and social security contribution);

b. Undertake initiatives to promote greater environmental and social responsibility.

10) Endeavour to improve services and deliver value for money:

a. Actively seek to optimize service delivery through savings and efficient cost management through the life of the contract;

b. Proactively pursue continuous improvement of services to reduce waste and improve efficiency across Our organization;

c. Support Our “Green” initiatives.

YOUR EXPECTATION

We will:
a. Carry out Our obligations with due care and skill and in accordance with the contract;

b. Make all payments due as soon as possible;

c. Work with You to optimize service delivery;

d. Make you aware of Bank policies which you are required to comply;

e. Provide all documentation You require to perform Your obligations as soon as possible.
## CONTRACTOR PERFORMANCE EVALUATION FORM

<table>
<thead>
<tr>
<th>Evaluation criteria</th>
<th>Coefficient (1-3)</th>
<th>Rating (1-10)</th>
<th>Total Score</th>
<th>Max. Possible Score</th>
<th>COMMENTS</th>
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<td>2. COMPLIANCE WITH RULES</td>
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<td>4. SUPPLY</td>
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<td>10. PLANNING</td>
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<td>11. COMPLIANCE WITH LOCAL LAWS</td>
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<td>12. COMPLIANCE OF SERVICES</td>
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<td>14. Management Effectiveness</td>
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<td>15. Cost Control</td>
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<td>16. Compliance with Standards</td>
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<td>17. Capacity to Update System Installed</td>
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<td>18. Time Flexibility</td>
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<td>19. Compliance with Contract Clauses</td>
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<td>21. Respect for the Environment</td>
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<td>22. Innovation of Services</td>
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<td>23. Skills Transfer, Training</td>
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## II. Staff

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<tr>
<td>2. Name of Contact Person</td>
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<td>3. Performance, Qualification, Competence of Staff</td>
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<td>4. Punctuality</td>
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<td>5. Professionalism</td>
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<td>6. Capacity to Adapt</td>
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<td>7. Responsiveness</td>
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<td>8. Compliance with Instructions</td>
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<td>9. Confidentiality</td>
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<td>10. Timeliness</td>
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<td>11. Respect of the Work Environment</td>
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<td>12. Quality of Collaboration</td>
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<td>13. Understanding of Work Software</td>
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<td>14. Conduct/Behaviour</td>
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<td>15. Working Language</td>
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## III. Services

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<tr>
<td>2. Availability of Service</td>
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<td>4. Quantity</td>
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<td>5. Variety</td>
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