Request for Proposal – Quality and Price

MAINTENANCE OF UNINTERRUPTIBLE POWER SUPPLY (UPS) AT AFRICAN DEVELOPMENT BANK, RDGE OFFICE IN NAIROBI

REF: ADB/RFP/RDGE/2019/0142
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: Terms of Reference
This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts.

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

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

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

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

PART II – CONDITIONS OF CONTRACT

Section 9: This Section includes the General Conditions of the Bank that shall not be modified and the Special Contract Conditions.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Reference</th>
<th>Contents</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART I</strong></td>
<td><strong>SELECTION PROCEDURES AND REQUIREMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>Section 1</td>
<td>Letter of Invitation</td>
<td>For information</td>
</tr>
<tr>
<td>Section 2</td>
<td>Instructions to Bidders</td>
<td>For information</td>
</tr>
<tr>
<td>Section 3</td>
<td>RFP Data Sheet</td>
<td>For information</td>
</tr>
<tr>
<td>Section 4</td>
<td>Description of Goods/Technical Specification/Terms of Reference</td>
<td>For information</td>
</tr>
<tr>
<td>Section 5</td>
<td>Evaluation Criteria and Methodology</td>
<td>For information</td>
</tr>
<tr>
<td>Section 6</td>
<td>Technical Proposal Questionnaire</td>
<td></td>
</tr>
<tr>
<td>Appendix 6A</td>
<td>Statement of Conformity</td>
<td>For completion</td>
</tr>
<tr>
<td>Appendix 6B</td>
<td>Bidder Information Sheet</td>
<td>For completion</td>
</tr>
<tr>
<td>Appendix 6C</td>
<td>Party to Joint Venture Information Sheet</td>
<td>For completion</td>
</tr>
<tr>
<td>Appendix 6D</td>
<td>Qualification (Pass/Fail) Assessment</td>
<td>For completion</td>
</tr>
<tr>
<td>Appendix 6E</td>
<td>Litigation History</td>
<td>For completion</td>
</tr>
<tr>
<td>Appendix 6F</td>
<td>Conflict of Interest Disclosure Form</td>
<td>For completion</td>
</tr>
<tr>
<td>Appendix 6G</td>
<td>Proposal / Methodology / Description of the Solution / Approach</td>
<td>For completion</td>
</tr>
<tr>
<td>Appendix 6H</td>
<td>Detailed evaluation for sustainable criteria</td>
<td>For completion</td>
</tr>
<tr>
<td>Section 7</td>
<td>Financial Proposal Questionnaire</td>
<td></td>
</tr>
<tr>
<td>Appendix 7A</td>
<td>Bid Submission Form</td>
<td>For completion</td>
</tr>
<tr>
<td>Appendix 7B</td>
<td>Price Schedule</td>
<td>For completion</td>
</tr>
<tr>
<td>Section 8</td>
<td>Eligibility Requirements</td>
<td>For information</td>
</tr>
<tr>
<td><strong>PART II</strong></td>
<td><strong>CONDITIONS OF CONTRACT</strong></td>
<td></td>
</tr>
<tr>
<td>Section 9</td>
<td>Appendix 9A Contract Agreement</td>
<td>For information</td>
</tr>
<tr>
<td>o</td>
<td>Special Conditions of Contract</td>
<td></td>
</tr>
<tr>
<td>o</td>
<td>General Conditions of Contract</td>
<td></td>
</tr>
</tbody>
</table>
SECTION I – LETTER OF INVITATION

Dear Sir/Madam,

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

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

3. The Bank is an ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further economic development and social progress of African countries, individually and collectively. 80 member countries including all the 54 African countries and 26 non-African countries in the Americas, Europe and Asia own the Bank.

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

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

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

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


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

______________________________
Nnenna Nwabufo
Deputy Director General, RDGE
SECTION 2 - INSTRUCTIONS TO BIDDERS

GENERAL

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

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

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

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

CLARIFICATION OF THE PROCUREMENT PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

**PREPARATION OF PROPOSALS**

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

10. **Language of Proposals**

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

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

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

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

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

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

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

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

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

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

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

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

   The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Proposal of the successful bidder shall be considered.
21. **Acceptance of the General and Specific Conditions** - It shall be clearly understood that by submitting a proposal in response to the RFP, a bidder shall be deemed to have accepted the General and Specific Conditions. A proposal that does not accept the General and Specific Conditions shall be rejected as non-responsive.

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

23. **Bid Prices**
   23.1. The prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all labour, supervision, materials, transportation, insurance, profit, general risks, liabilities and obligations set out or implied in the contract.
   23.2. The Bank shall award the contract based on value for money that takes into account the whole life costing (i.e., life-cycle costs of the goods and services, maintenance, spare parts, warranty, training, disposal, shipment, insurance) of the requirement.

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

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

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

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

**SUBMISSION AND OPENING OF PROPOSALS**

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

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

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

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

32. Proposals submitted by courier or hand-delivery
   32.1. If provided in the RFP Data Sheet, proposals shall be submitted by courier or hand delivery.
   32.2. Proposals shall be submitted in a sealed envelope (with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes) and delivered to the address in the RFP Data Sheet.
   32.3. Each bidder shall submit proposal in one original and four copies (any attachment, appendix and annex thereto shall also be submitted in one original and four copies): the original proposal shall carry the mention “Original” and each of the four copies the mention “Copy”. The technical proposal (one original and four copies) and the financial proposal (one original and four copies) shall each be placed in two separate sealed envelopes (the “internal envelopes”).
   32.4. The following mention shall appear on each internal envelope:
      a) the RFP reference;
      b) the mention “Technical Proposal” or “Financial Proposal” as the case may be; and
      c) the name and address of the bidder.
   32.5. The internal envelopes shall be placed together in a large single envelope called “external envelope” which shall be anonymous and carry the label in the RFP Data Sheet that should be photocopied and placed on the external envelope.
   32.6. Any alternative proposal shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly be identified as “Alternative”.
   32.7. All pages of the proposal shall be numbered. Each copy of the proposal shall be bound in a single volume where practical. All documentation submitted with the proposal shall be bound in a single volume.
   32.8. The person or persons signing the proposal shall initial all pages of the proposal where correction has been made.
   32.9. When delivered by hand, the proposal shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 12.00 hrs. and from 14.00 hrs. to 18.00 hrs., Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

33. Modification / Withdrawal of Proposals – Bidders may modify or withdraw proposals prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw proposals after the deadline for submission.
33.1. **Proposals submitted electronically via AfDB e-Procurement portal** - Bidders can obtain guidance on modifying or withdrawing proposals in the user manual.

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

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

**EXAMINATION OF PROPOSALS**

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

36. **Clarification of Proposals**

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

36.1.1. Require any bidder to clarify any part of its proposal;

36.1.2. Require any bidder to provide further information or documentation;

36.1.3. Undertake site visit to any bidder; or

36.1.4. Contact referees provided by any bidder.

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

37. **Determination of Responsiveness**

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

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

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

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

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

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

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

37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.
37.3. The Bank shall examine the technical proposals to determine whether proposals are substantially responsive with the requirements.

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

**BID EVALUATION**

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

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

**AWARD OF CONTRACT**

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

41. **Contract Award**
   41.1. By issuing this RFP, the Bank is not committed to award a contract for all or part of the requirements.
   41.2. The Bank reserves the right to award a contract for all or part of the requirements. Bidders shall indicate if they would not accept a contract for part of the requirements.
   41.3. If the requirement is divided into lots, the Bank reserves the right to award a contract to a bidder to satisfy the entire requirement.
   41.4. The Bank reserves the right to increase or decrease the volume of goods or services, usually not to exceed 20%, without any change in unit price or other terms and conditions.

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

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

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

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

46. **Contractual Relationship** - The contractual relationship shall be governed by the General and Specific Conditions and shall include the description of goods/technical specification/terms of reference, the successful bidder’s technical and financial proposal. **No other terms and conditions put forward at any time by the bidder shall form part of the contract.**
47. Performance Security  
47.1. If provided in the RFP Data Sheet, the successful bidder shall furnish the performance security within the period, amount and form stipulated in the RFP Data Sheet. The performance security shall be in the form of a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank.  
47.2. The performance security shall be returned to the bidder as set out in the General and Specific Conditions.  
47.3. Failure of the successful bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award to the bidder without any right of action against the Bank.  
47.4. In lieu of bank guarantee, the Bank may retain 10% of the contract sum that shall be returned to the bidder as set out in the General and Specific Conditions.

48. Advance Payment  
48.1. If provided in the RFP Data Sheet, the Bank shall provide advance payment to the successful bidder, subject to a maximum amount not to exceed 30% of the contract sum. The advance payment request shall be accompanied by an advance payment guarantee from an insurance company or bank located in a member country of the Bank and acceptable to the Bank. The advance payment guarantee shall be in the form specified in the RFP Data Sheet.  
48.2. For the purpose of receiving the advance payment, the bidder shall make an estimate of, and include in its proposal, the expenses that will be incurred during the first month beginning with the date of the Bank’s notice to proceed or contract signature, whichever is earliest.  
48.3. The advance payment shall be repaid to the Bank by deducting proportionate amounts from payments due to the bidder as set out in the General and Specific Conditions.  
48.4. The advance payment guarantee shall be returned to the bidder as set out in the General and Specific Conditions.

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

FURTHER ASSISTANCE  
50. Authorized Representative – Bidders shall provide the Bank with up to two authorized representatives. The Bank shall contact bidders through the authorized representative. The Bank shall assume that the representative is authorized to act on behalf of the bidder and bind the bidder to any response.  
51. Assistance – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact RDGE_Tender@afdb.org and quote the tender reference.
## SECTION 3 – RFP DATA SHEET

### The numbering below refers to the appropriate numbering of the introduction

| § 1 | The Supply, Installation and Maintenance services of the UPS to be provided for the African Development Bank Eastern Africa Regional offices and as outlined in Section 4. |
| § 1 | To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria: |

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

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

**Financial Standing:** An average turnover of at least KES 7,000,000 per annum for the last three years [2016, 2017, 2018 or the latest]. A bidder shall demonstrate current soundness of financial position and its long-term profitability.

**General and Specific Experience:** The bidder should have a minimum of Five years’ experience, and shall have successfully implemented as a principal contractor, three projects of a similar nature and complexity (the Bank reserves the right to check references).

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

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

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

| § 7 | Request for clarification and/or request for change to the RFP shall be sent in writing: (i) by telefax (at the fax number [+254 20 271 2938]),(ii) by electronic mail: RDGE_Tender@afdb.org or (iii) to the question and answer section in the AfDB e-Procurement portal. The request shall be received by the Bank no later than 29th August 2019 |
| § 8 | The Bank shall organize a mandatory pre-bid conference: [YES].

The conference will be held, at the Bank’s premises located along 10 Longonot road Upper Hill, Nairobi.

Questions for the site visit and pre-bid meeting shall be submitted to RDGE_Tender@afdb.org.

The pre-bid conference is a mandatory requirement: [YES] |
<p>| § 10 | The language of proposals and all correspondence is: ENGLISH |</p>
<table>
<thead>
<tr>
<th>§ 20</th>
<th>Alternative proposals are accepted: [NO]</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 24</td>
<td>The prices shall be expressed in KENYA SHILLINGS</td>
</tr>
<tr>
<td>§ 25</td>
<td>The Bank’s requirement is divided into lots [NO]</td>
</tr>
<tr>
<td>§ 26</td>
<td>The minimum period of validity of proposals is Ninety (90) days, from the deadline for submission of proposals.</td>
</tr>
<tr>
<td>§ 27</td>
<td>Bid security is required [NO]</td>
</tr>
</tbody>
</table>
| § 27.1 | If a Bid-Securing declaration form is required:  
However, bidders are required to complete the bid-securing declaration form to secure their proposal. Any proposal not supported by a bid-securing declaration will be automatically disqualified. Bidders should use the bid-securing declaration form in Section 6. |
| § 28 | The deadline for submission of proposals is |
| § 31 | Proposals shall be submitted electronically via the AfDB e-Procurement portal at [NO]. |
| § 32 | Proposals shall be submitted by courier or hand delivery: [YES]  
Proposals shall be sent to the following address and the external envelope shall bear the following information:  

**African Development Bank**  
P O BOX 4861 – 00200, Nairobi  
**Regional Development and Business Delivery Office (RDGE)**  
Off Longonot Road, Upper Hill  
Tel +254 20 271 2925-26-28  
RFP – DO NOT OPEN UNTIL BID OPENING DAY  
Reference: ADB/RFP/RDGE/2019/0142– MAINTENANCE OF UNITERRUPTIBLE POWER SUPPLY (UPS) AT THE AFRICAN DEVELOPMENT BANK-EASTERN AFRICA REGIONAL OFFICES  

**RFP Closing Date and Time:** 5th September 2019 (15:00Hrs Local Time) |
| § 47 | Performance security is required: [NO] |
| § 48 | Advance payment will be provided to the successful bidder: [NO]. |
| § 49 | The Bank shall retain 10% of the contract sum until the end of the defects liability period: [NO] |
1.0 BACKGROUND INFORMATION
1.1 The African Development Bank is a ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further the economic development and social progress of African countries, individually and collectively. 80 member countries including all the 54 African countries and 26 non-African countries in the Americas, Europe and Asia own the Bank (Please see Annex 6 for a list of the Bank’s member countries).

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

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

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

2.0 OBJECTIVE

The objective of engaging a local service provider for APC UPS equipment and VENER7 SERVO voltage stabilizer maintenance at RDGE is to provide equipment curative and preventive maintenance support services to ensure optimal equipment functionality and minimize down time that would occur in the event of equipment failure. The service provider will also supply new UPS batteries and cooling fans for the UPS.

2.1 The Service provider will provide necessary support services, to answer questions and to assist the Bank in resolving problems related to the UPS and Voltage stabilizer equipment installed at the RDGE offices.

3. SCOPE OF WORK

3.1 The service provider will supply UPS batteries – YUASA or Sprinter Exide with a life span of 5 years.

The Service Provider will provide timely maintenance and fault resolution of the existing APC UPS Galaxy 5000 and VENER7 SERVO voltage stabilizer equipment. Once the Bank has entered into agreement with the Service provider:

1. Preventive Maintenance: The service provider will carry out quarterly preventive maintenance on the specified UPS and Voltage Stabilizer equipment.
2. Curative Maintenance: The service provider will ensure curative maintenance consisting in executing the repair works of the installed APC UPS and VENER7 SERVO Voltage Stabilizer equipment. Responsive troubleshooting
- Next-business-day hardware replacement
- APC software support, including maintenance releases, patches and minor and major updates

INVENTORY OF APC UPS AND POWER STABILIZER EQUIPMENT AT RDGE

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment type</th>
<th>Model</th>
<th>Capacity</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Uninterruptible Power Supply (UPS)</td>
<td>APC SURT</td>
<td>10 KVA</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Uninterruptible Power Supply (UPS)</td>
<td>APC GALAXY 5000</td>
<td>80 KVA</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Voltage Stabilizer</td>
<td>VENER7 SERVO</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Batteries</td>
<td>YUASA or SPRINTER Exide</td>
<td>12Vots 40 AH</td>
<td>120</td>
</tr>
<tr>
<td>5</td>
<td>Fans for Galaxy 80kva</td>
<td>Axial AC Fan – 5915PC-23T-B30-A00</td>
<td>230 Volts AC, 50/60 HZ, 1 PHASE 35/35</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>3 KVA Inverter</td>
<td>YUASA OR SPRINTER EXIDE</td>
<td>Luminous GX Sinewave Inverter</td>
<td>1</td>
</tr>
</tbody>
</table>

4.0 COMMENCEMENT OF THE MAINTENANCE CONTRACT
The expected commencement of provision of Maintenance Services is 1st January 2020

DURATION OF THE CONTRACT
The contract is expected to last for three years renewable twice for an additional period of one year subject to satisfactory performance.
SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

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

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

3) The final score shall be calculated as follows:

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

TECHNICAL EVALUATION

Technical evaluation (100 points) (minimum [70] points)

4) Bidders shall obtain a minimum of Seventy (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) Each responsive proposal shall be attributed a technical score:

To be responsive, and to be legible for further evaluation, Bidders must comply with the Pass/fail criteria indicated above and further evaluation will be carried out for Offers that qualify for the next stage will as follows.
<table>
<thead>
<tr>
<th>(a) Technical Evaluation Criteria</th>
<th>Poi</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s Technical Response to the RFP particularly the Terms of References provided in Annex 2. A list of tasks to be performed during maintenance service.</td>
<td></td>
<td>25</td>
</tr>
<tr>
<td>Bidder’s methodology, capabilities and understanding of UPS equipment</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>- Frequency of maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- List of consumables that may be required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturers Certification - The bidder should provide proof of equipment manufacturer's authorization to provide maintenance services for the installed equipment.</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Curriculum Vitae of Technicians to perform maintenance services at the AfDB offices</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>Relevant experience of the company in similar assignment including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>International Organizations/ large corporates (5 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Similar environment, type of buildings, size and number of sites (5 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of current and previous assignments indicating name of client, period and duration of the contract, contact person and telephone. Five clients, each client will earn one point</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Sustainable maintenance - The supplier demonstrated that they will provide maintenance services in a sustainable manner taking into consideration the environment, social and economic aspects</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Refer to the detailed evaluation Matrix for sustainable maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Marks</td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

Bidders who will meet a minimum of 70% final technical score will be considered for the next stage and their Financial Proposals will be opened. The Bank will verify the availability of equipment and tools by visiting the office premises of the service provider to ascertain the following:

- Office premises
- Equipment
- Tools

Page 18 of 86
- **Workshop**

  The Bidders who fail to do so, or whose offer did not comprehensively address this RFP, will have their financial proposal not opened and not evaluated. Financial offers will then be returned to them unopened.

6) The bidders obtaining the Qualifying Technical Score of Seventy (70) points shall be notified of the opening of financial proposals. The financial proposals shall be opened and checked for completeness and corrected for computational errors.

**FINANCIAL EVALUATION**

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

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

   (F = amount of financial proposal converted in the common currency).

**FINAL RANKING**

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

**AWARD OF CONTRACT**

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

**POST-QUALIFICATION**

10) Prior to award of the contract, the Bank may undertake a site visit to a prospective bidder’s premises, contact referees and carry out due diligence review in order to validate the information provided in the proposal.

11) The selected bidder will be required to provide an insurance certificate for professional liability of the bidder.
SECTION 6 – TECHNICAL PROPOSAL QUESTIONNAIRE

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

(To be included in the Technical Proposal)

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

National Identity number:

Certificate of good conduct:

Date of Birth:

Years with Firm: Nationality:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

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

Date:

Signature of staff or authorized officer from the bidding firm  Day/Month/Year
Appendix 6A

STATEMENT OF CONFORMITY

To the African Development Bank
Eastern Africa Regional Center
P.O.Box 4861-00200
Nairobi,
Kenya.

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/RDGE/2019/0142 and have no reservation to the RFP including addendum issued;

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

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

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

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

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

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

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

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

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

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

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

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

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

Name ______________________ In the capacity of ______________________

Signature ______________________
Email _______________________
**BIDDER INFORMATION SHEET**

1. Bidder’s Legal Name:

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

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

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

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

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder’s Legal Name:</td>
</tr>
<tr>
<td>2.</td>
<td>JV’s Party legal name:</td>
</tr>
<tr>
<td>3.</td>
<td>JV’s Party Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>4.</td>
<td>JV’s Party Year of constitution or registration into a legally enforceable JV:</td>
</tr>
<tr>
<td>5.</td>
<td>JV’s Party Legal address in Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>6.</td>
<td>JV’s Party Authorized Representative Information:</td>
</tr>
<tr>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Telephone/Fax numbers:</td>
</tr>
<tr>
<td></td>
<td>Email Address:</td>
</tr>
<tr>
<td>7.</td>
<td>Attached are copies of original documents of:</td>
</tr>
<tr>
<td></td>
<td>- Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure.</td>
</tr>
<tr>
<td></td>
<td>- A letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement and power of attorney nominating an authorized representative of the JV</td>
</tr>
<tr>
<td></td>
<td>- In case of government owned entity from the Bank’s member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law</td>
</tr>
<tr>
<td></td>
<td>- Organizational chart of the company and list of current staff</td>
</tr>
</tbody>
</table>
Appendix L

BID-SECURING DECLARATION FORM

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

Bid No.: [insert number of bidding process]

To: The African Development Bank
    HQ Building
    17th Floor-Room 17 S24
    Avenue Joseph Anoma
    01 BP 1387 Abidjan 01, Côte d'Ivoire

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]
QUALIFICATION (PASS/FAIL) ASSESSMENT

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

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

<table>
<thead>
<tr>
<th>STATEMENT OF CONFORMITY AND BID SUBMISSION FORM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must meet requirement</td>
</tr>
<tr>
<td>Existing or intended JV must meet requirement</td>
</tr>
<tr>
<td>Must meet requirement</td>
</tr>
<tr>
<td>N/A</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 and bid submission form in the format provided.

A power of attorney shall be attached, if applicable.

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

<table>
<thead>
<tr>
<th>ELIGIBILITY CRITERIA</th>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder is from a member country of the Bank.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 27 of 86
<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></td>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
</tbody>
</table>

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
## PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
</tbody>
</table>

- The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.
- The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?
- The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.
- The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.
## PASS/FAIL CRITERIA

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

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

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

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

### JV (if applicable)

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

The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.

The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
<tr>
<td>Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FINANCIAL STANDING</th>
<th>See below</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has a minimum turnover of at least KES 7,000,000 annually, for the last three years [2015, 2016, 2017 or latest].</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
</tr>
<tr>
<td>The bidder can demonstrate sound financial performance?</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
</tr>
<tr>
<td>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 [2015, 2016, 2017 or the latest].</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### PASS/FAIL CRITERIA

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

If the laws of the bidders’ country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2015, 2016, 2017 or the latest].

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

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

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

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

### GENERAL AND SPECIFIC EXPERIENCE

- **The bidder has been in business for the past three (3) years.**
  - If yes, provide evidence, such as, information on the bidder’s company (description, including a short history, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business).
  - **Must meet requirement**
  - **Existing or intended JV must meet requirement**
  - **Must meet requirement**
  - **N/A**

- **The bidder should have a minimum of Five years’ experience, and shall have successfully implemented as a principal contractor, three projects of a similar nature and complexity (the Bank reserves the right to check references).**
  - If yes, provide description of similar contracts undertaken as a prime contractor (including name of one specialism)
  - **Must meet requirement**
  - **Existing or intended JV must meet requirement**
  - **Must meet requirement**
  - **Must meet requirement for one specialism**
## PASS/FAIL CRITERIA

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

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

## HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION

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

| The bidder has had a contract(s) terminated in the last three (3) years for unsatisfactory performance or default. |
| Bidders shall complete the litigation history form. |
| The bidder is involved in litigation that represents more than 50% percent of the bidder’s net worth. |
| Bidders shall complete the litigation history form. |
| The bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract for a PASS. |

## CONFLICT OF INTEREST

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

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>All partners combined</td>
<td>Each partner</td>
</tr>
<tr>
<td></td>
<td>meet requirement</td>
<td></td>
</tr>
</tbody>
</table>

The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.

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

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

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

Name of Bidder: ___________________________  
RFP Reference: ___________________________

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

<table>
<thead>
<tr>
<th>Non-Performing Contracts – contracts terminated in the past three (3) years for unsatisfactory performance or default</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ □ □ Contract non-performance did not occur during the stipulated period</td>
<td></td>
</tr>
<tr>
<td>□ □ □ Contract non-performance during the stipulated period</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Name of Purchaser:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Address of Purchaser:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract description:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract award date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Termination date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Reason for termination:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pending Litigation</th>
<th>Total Contract Amount (current value, US$ equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ □ □ No pending litigation</td>
<td></td>
</tr>
<tr>
<td>□ □ □ Pending litigation</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

Are you an employee or stakeholder of the Bank?

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

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

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

Have you held a position in government in the last 3 years? For example, a ministerial position

Has a member of your family held a position in government in the last three years? This includes your spouse, parent, brother, sister or child.
We hereby certify that: a) we have read and understood the contents of this disclosure form; and b) we have disclosed all actual or potential conflict of interest.

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

Name: 
In the capacity of: 
Signed:
Duly authorized to sign this proposal for and on behalf of: 
Dated on:
PROPOSAL / METHODOLOGY / DESCRIPTION OF THE APPROACH / SOLUTION

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

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

1. Technical Proposal (Technical Envelope)

   (a) In respect of article 9 of the Letter of Invitation, the bidder must submit the following documents:
      - A statement of conformity (using format as described in Appendix A)
      - Power of attorney, if applicable
      - Declaration form

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

   (c) Details of the proposed methodology, including but not limited to:
      - bidder’s facilities, equipment, resources;
      - frequency of UPS Maintenance;
      - Support and routine Assistance;
      - Support and Routine Assistance.
      - Preventive maintenance
      - Curative maintenance;
      - suggestions of current IT tools used to enhance monitoring and reporting standards;
      - Procedures to be used to meet the Bank’s service requirements at minimum costs.
(d) **Experience and past performance**: bidder should provide at least three attestations duly signed by the companies for which the bidder provided similar services. The document should include signatory name, telephone and fax numbers.

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

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

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

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

(g) **Qualification of Proposed personnel**, professional experience and educational qualifications for this project (use format as described in Appendix H):

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

- Training plan: Describe the proposed training plan. On-going training provided by the company (especially as regard to development of core competencies and soft skills) for its staff

2. **Financial Proposal** (Financial envelope)

   The financial proposal will include:

   - a bid submission form, fully completed and signed (using format as described in Appendix 7A)
   - a general table summarizing pricing (Appendix 7B)

3. **Currencies of Bid**

   The Bidders are free to submit their prices in Kenya Shillings. However, for the purpose of evaluation, the Bank will convert all bid prices into the Bank’s Unit of Account by using the Bank’s monthly moving average rate for the applicable month (deadline for submission of proposals). The currency that shall be used to convert all bid prices expressed in various currencies into a single currency is: **UA** (Unit of Accounts).
**DETAILED EVALUATION FOR SUSTAINABLE CRITERIA (100 Points) (weight = 10% of the Technical Evaluation)**

The UPS components are usually considered to have both Environment and economic impacts.

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

The provider is requested to indicate the level of engagement and compliance with the terms of reference in relation to sustainability and demonstrate their current status on the following criteria.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Yes/No</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Effective sustainable management</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have in place a documented, and is implementing a long-term sustainability management system that addresses environmental, social, cultural, economic, quality, human rights, health, safety, risk and crisis management issues and drives continuous improvement.</td>
<td>Yes</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Engages staff with the development and implementation of the sustainability management system and receives periodic guidance and training regarding their roles and responsibilities in its delivery.</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Compliance with all applicable local, national and international legislation and regulations including health, safety, labour and environmental aspects e.g. OSHA, ERC regulations, NEMA</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Monitors and takes corrective action on customer satisfaction including aspects of sustainability.</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Promotional materials and marketing communication regarding the organization and its products and services, are accurate and do not promise more that is being delivered.</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Use of local appropriate and sustainable practices and materials e.g. plants used in landscaping, construction materials used.</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Access and information for persons with special needs, where appropriate.</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td><strong>2) Social and economic benefits to the local community</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actively supports initiatives for local infrastructure and social community development e.g. education, training, health and sanitation and projects which address the impacts of climate change.</td>
<td>Yes</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Supports local entrepreneurs in the development and sale of sustainable products and services.</td>
<td>Yes</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

---

Page 41 of 86
| Have in place and implement a policy against commercial, sexual or any other form of exploitation or harassment, particularly of children, adolescents, women, minorities and other vulnerable groups. | 4 |
| Offers employment opportunities, including in management positions, without discrimination by gender, race, religion, disability or in other ways. | 4 |
| Labour rights are respected, a safe and secure working environment is provided and employees are paid at least a living wage. Employees are offered regular training, experience and opportunities for advancement. | 4 |
| Activities of the company do not jeopardize the provision of basic services such as food, water, energy, healthcare or sanitation to neighboring communities. | 4 |
| Activities of the company do not adversely affect local access to livelihoods including land and aquatic resource use, right-of-way, transport and housing. | 4 |

### 3) Benefits to the environment

| Purchasing policies favour environmentally sustainable suppliers and products including capital goods, food, beverages, building materials and consumables. | 5 |
| Company carefully manages the purchasing of consumable and disposable goods including food, in order to minimize waste. | 4 |
| Water consumption is assessed, measured and steps are taken to minimize overall consumption and adverse effects on environmental flows. | 4 |
| The company seeks to reduce transportation requirements and actively encourages the use of cleaner and more resource efficient alternative by customers, employees, suppliers and in its own operations. | 4 |
| Wastewater, including grey water, is effectively treated and is only reused or released safely, with no adverse effects to the local population or the environment. | 4 |
| Mechanisms are in place to reduce waste (including food waste) and where reduction is not feasible, to reuse or recycle it. Any residual waste disposal has no adverse effect on the local population or the environment. | 4 |
| The company implements practices to minimize pollution from noise, light, runoff, erosion, ozone-depleting substance and air, water and soil contaminants. | 4 |

### 4) Economy and efficiency

| Have in place value for money, cost effectiveness, cost avoidance mechanisms for its clients. | 5 |
| Have in place policies to provide quality and efficient services to its clients. | 4 |
| Have in place systems and procedures for swift and timely delivery of services to clients. | 4 |

**Total Points** 100
Total points 100. This part will constitute only 10% of the total evaluation score of the Bidder

APPENDIX (6 I):

SUMMARY OF PROPOSED KEY PERSONNEL

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

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Years of Experience</th>
<th>Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

LIST OF CURRENT AND PREVIOUS CLIENTS

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

<table>
<thead>
<tr>
<th>Contract Name and Country</th>
<th>Name of Client and Contact</th>
<th>Type of Work Performed and Year of Completion</th>
<th>Value of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current client</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous clients</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE

Appendix 7A

BID SUBMISSION FORM

To the African Development Bank
Eastern Africa Regional center
P.O.Box 4861-00200
Nairobi,
Kenya.

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No. ADB/RFP/RDGE/2019/0142 and have no reservation to the RFP including addendum issued;

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

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

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

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

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

Name ____________________________

In the capacity of ____________________

Signature ____________________________

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

Dated on ____________________________

Official Stamp ____________________________

Appendix 7B

Page 44 of 86
### Appendix 7B - PRICE SCHEDULE FORM

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment type</th>
<th>Model</th>
<th>Capacity</th>
<th>QTY</th>
<th>Country of Origin</th>
<th>Price per item in Kes</th>
<th>Total Price in Kes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Batteries</td>
<td>YUASA or Exide</td>
<td>12Vots 40 AH</td>
<td>120</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Fans for Galaxy 80kva</td>
<td>Axial AC Fan – 5915PC-23T-B30-A00</td>
<td>230 Volts AC, 50/60 HZ, 1 PHASE 35/35</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>3 KVA inverter</td>
<td>Luminous GX Sinewave Inverter</td>
<td>12V, 100 AH</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL in Kes**

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment type</th>
<th>Model</th>
<th>Capacity</th>
<th>QTY</th>
<th>Country of Origin</th>
<th>Price per item in Kes</th>
<th>Total Price in Kes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Uninterruptible Power Supply (UPS)</td>
<td>APC SURT</td>
<td>10 KVA</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>Uninterruptible Power Supply (UPS)</td>
<td>APC GALAXY 5000</td>
<td>80 KVA</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>Voltage Stabilizer</td>
<td>VENER7 SERVO</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**TOTAL COST**
### Schedule 2 – Spare Parts

<table>
<thead>
<tr>
<th>S.NO</th>
<th>List of Spares</th>
<th>Unit Cost (KES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 3: ELIGIBILITY

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

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

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

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

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

3.3 In order to be eligible:

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

Works means the construction, reconstruction, demolition, outfitting, repair or renovation of premises or related infrastructures. Such contracts may include related Services where the value of those Services does not exceed the value of the Works.
### List of Member Countries of the Bank

#### Regional Countries

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Algeria</td>
<td>2.</td>
<td>Angola</td>
</tr>
<tr>
<td>17.</td>
<td>Equatorial Guinea</td>
<td>18.</td>
<td>Eritrea</td>
</tr>
<tr>
<td>29.</td>
<td>Madagascar</td>
<td>30.</td>
<td>Malawi</td>
</tr>
<tr>
<td>33.</td>
<td>Mauritius</td>
<td>34.</td>
<td>Morocco</td>
</tr>
<tr>
<td>37.</td>
<td>Niger</td>
<td>38.</td>
<td>Nigeria</td>
</tr>
<tr>
<td>41.</td>
<td>Sao Tome &amp; Principe</td>
<td>42.</td>
<td>Senegal</td>
</tr>
<tr>
<td>45.</td>
<td>Somalia</td>
<td>46.</td>
<td>South Sudan</td>
</tr>
<tr>
<td>49.</td>
<td>Tanzania</td>
<td>50.</td>
<td>Togo</td>
</tr>
<tr>
<td>53.</td>
<td>Zambia</td>
<td>54.</td>
<td>Zimbabwe</td>
</tr>
</tbody>
</table>

#### Non Regional Countries

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Argentina</td>
<td>2.</td>
<td>Austria</td>
</tr>
<tr>
<td>5.</td>
<td>Canada</td>
<td>6.</td>
<td>China</td>
</tr>
<tr>
<td>9.</td>
<td>France</td>
<td>10.</td>
<td>Germany</td>
</tr>
<tr>
<td>17.</td>
<td>Netherlands</td>
<td>18.</td>
<td>Norway</td>
</tr>
<tr>
<td>21.</td>
<td>Spain</td>
<td>22.</td>
<td>Sweden</td>
</tr>
<tr>
<td>25.</td>
<td>United Kingdom</td>
<td>26.</td>
<td>United States of America</td>
</tr>
<tr>
<td>4.</td>
<td>Brazil</td>
<td>3.</td>
<td>Belgium</td>
</tr>
<tr>
<td>7.</td>
<td>Denmark</td>
<td>8.</td>
<td>Finland</td>
</tr>
<tr>
<td>11.</td>
<td>India</td>
<td>12.</td>
<td>Italy</td>
</tr>
<tr>
<td>15.</td>
<td>Kuwait</td>
<td>16.</td>
<td>Luxembourg</td>
</tr>
<tr>
<td>23.</td>
<td>Switzerland</td>
<td>24.</td>
<td>Turkey</td>
</tr>
</tbody>
</table>
PART II – GENERAL AND SPECIFIC CONDITIONS

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

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 of 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 g and undertakes to comply with the Code of Conduct 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...
1.3.4 The Supplier shall not engage 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) declare void or terminate this Contract without liability for payment of the Contract Amount or any part thereof; (ii) declare the Supplier ineligible to contract with the Bank or to enter into contracts financed by the Bank; or (iii) pursue legal proceedings against the Supplier. For the purposes of this Agreement:

(i) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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

(v) “Obstructive practice” means:

1. Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

2. Acts intended to materially impede the exercise of the Bank’s inspection and audit rights.

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

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 information or document as may be required by the Bank for obtaining the requisite exemption.

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 transport 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.

1.10.4 Except as otherwise provided in the Agreement, payment will normally be
1.10.5 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.

1.10.6 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.

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

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.
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 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 Bank, within thirty (30) days after receipt of a written request thereof, the amount of any such overpayment.

1.16 Liquidated Damages

1.16.1 Unless provided otherwise in the Agreement, 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 its action or that of its employees, agents or subcontractors, of which the Supplier or its employees, agents or subcontractors 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 employees, agents or subcontractors, may be suffered by 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
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. The Supplier must inform its agents and subcontractors of the confidentiality obligations and security measures required for the execution of the Agreement. It must ensure compliance with these obligations by its subcontractors.

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

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

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

1.19.3 During the continuance of such Force Majeure, the obligations of the affected party shall be suspended to the extent necessitated by such Force Majeure.
1.19.4 In the event of Force Majeure which delays performance of the Agreement or any part thereof by more than thirty (30) days, either party shall have the right, by notice to the other party, to terminate this Agreement

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 Group
Reference: ADB/RFP/RDGE/2019/142

SECTION 9 – CONTRACT AGREEMENT

CONTRACT

ADB/CTR/RDGE/2019/0142

FOR

PROVISION OF PREVENTIVE AND CURATIVE MAINTENANCE SERVICES FOR
UNINTERRUPTIBLE POWER SUPPLY AND VOLTAGE STABILIZER EQUIPMENT

BETWEEN

THE AFRICAN DEVELOPMENT BANK
EAST AFRICA REGIONAL DEVELOPMENT AND BUSINESS DELIVERY OFFICE

AND

“VENDOR”
THIS CONTRACT is entered into by and between THE AFRICAN DEVELOPMENT BANK (hereinafter called ‘the Bank’), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE d’IVOIRE and its Eastern Africa Regional Resource Centre (EARC) having its offices at Khushee Towers, 10 Longonot Road, Nairobi, Kenya on the one part and EVO Business Solutions Ltd., hereinafter called the Service Provider a company duly incorporated and existing under the laws of Kenya, Certification of Incorporation No. 108188 whose principal place of business is located at Madaraka Apartments 56A/695A Ole-Sangale Road NAIROBI-KENYA, of the other part.

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

The Parties hereto agree as follows:

(i) The Supplier represents and warrants that it possesses the competence and resources to supply and perform the Services (as defined in the Terms of Reference which serve as an integral part of the present Contract).

(ii) The Supplier agrees to provide the Services according to the timeline set out in each relevant document in KENYA.

The following documents (hereinafter referred to as “Contract Documents”), shall be deemed to form, and be read and construed as integral parts of this Agreement, viz.:

Annex I: Terms of Reference
Annex II: Service Level Agreement
Annex III: Supplier Performance Evaluation Form
Annex IV: General Terms and Conditions for the Purchase of Goods, Works and Services
Annex V: Service Providers Technical Proposal
Annex VI: Price Schedule of Curative and Preventive Maintenance of Equipment
Annex VII: Price Schedule of Spares

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.

(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 9.1 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 I and V 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) Terms of Reference
(c) Contractor's Proposal

ARTICLE 3. Purpose of Contract

The purpose of this Contract is to perform and provide Maintenance Services for Uninterruptable Power Supply (UPS) And Voltage Stabilizer Equipment to the regional office as stated in Annex A.

ARTICLE 4. Statement of Work

4.1 For the purpose of this Contract, “Works” shall mean the whole of the activities, services, materials, equipment, matters and things required to be done, delivered or performed by the Contractor, in accordance with the terms of this Contract, with regards to RFP No. ADB/RFP/EARc/2016/0034. Other words and expressions shall have the meaning given to them in the General Terms and Conditions for the Purchase of Goods, Works and Services

4.2 Scope of Work
African Development Bank Group
Reference: ADB/RFP/RDGE/2019/142

MAINTENANCE OF UNINTERUPTIBLE POWER SUPPLY (UPS) AT AFRICAN DEVELOPMENT BANK


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

1.1.1 General Terms and Conditions for Purchase of Goods, Works and Services
1.1.2 The RFP.
1.1.3 The Work Plan proposed by the Contractor as accepted by the Bank.
1.1.4 Contractor's Proposals to RFP No. ADB/RFP/RDGE/2019/0142.

ARTICLE 5. Duration of the Contract

The duration of this Contract is three (3) years, with a possibility of renewal twice for a period of one (1) year with effect from 1st January 2020.

ARTICLE 6. Duties of the Contractor

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

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

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

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

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

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

ARTICLE 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 its engineers and the protection of the concerned premises, the conduct of the engineers 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 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.
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 In consideration of the provision of maintenance services for UPS and Voltage Stabilizer Equipment, the Bank agrees to pay to the Supplier an amount not Exceeding KES ........... a period of five (5) years. The annual maintenance fee of KES ............is fixed for all the duration of five (5) years.

9.2 Payment by the Bank to the Provider will be made subject to satisfactory performance of the Works on a Quarterly basis at the rate of KES .......... on presentation of a quarterly invoice for services rendered.

9.3 The cost of any replaceable hardware after the warranty period shall be billed to the Bank according to the price schedule attached as Annex VII.

9.4 The Bank will ensure that payment is made within 30 days of receipt of the invoice. Payments shall be made by Bank Transfer (SWIFT) or such other method that may be agreed between the parties from time to time to the following s account:

   o Name of the Bank:
   o Address of the Bank:
   o Account number:

9.5 Payment of the Contract Amount shall be in accordance with the modalities specified in Annex VI to this Contract.

ARTICLE 10  Contract Prices

10.1 The 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 the Kenyan Shillings

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:

   i) the Contractor's failure to perform the Services, or to make adequate progress in the performance, except for failure arising out of Force Majeure;
ii) 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;

iii) the Contractor's failure to submit on time the reports required hereunder; or

iv) 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.

v) 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.

vi) each payment shall be made by the Bank on the basis of an invoice submitted by the Contractor. Each invoice shall contain the Bank contract number as well as detailed banking instructions – 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
MAINTENANCE OF UNITERRUPTIBLE POWER SUPPLY (UPS) AT AFRICAN DEVELOPMENT BANK

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 1st January 2020

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:
FOR THE BANK

Mailing Address  The African Development Bank  
Regional Business  
P.O Box 4861-00200, Nairobi  
KENYA

Attention  Deputy Director General, RDGE

FOR THE CONTRACTOR

Mailing Address

Attention

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

ARTICLE 17. Corruption

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

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

ARTICLE 18. Modification

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

ARTICLE 19. Settlement of disputes

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

19.2 The number of arbitrators shall be three. The appointing authority shall be the  
International Chamber of Commerce. The place of arbitration shall be Abidjan, Ivory  
Coast, and the language to be used in the arbitration proceedings shall be English.
African Development Bank Group
Reference: ADB/RFP/RDGE/2019/142

MAINTENANCE OF UNITERRUPTIBLE POWER SUPPLY (UPS) AT AFRICAN DEVELOPMENT BANK

Either Party shall bear its own cost arising in connection with the arbitration and shall evenly share the cost for the arbitrator(s) and other common arbitration cost.

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

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

ARTICLE 20. Governing Law

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

ARTICLE 21. Severability

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

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

For the: VENDOR

For the: AFRICAN DEVELOPMENT BANK

Sign: ...............................  Sign: .................................

Date: ...............................  Date: .................................
ANNEX I

TERMS OF REFERENCE FOR CURATIVE AND PREVENTIVE MAINTENANCE OF UNINTERRUPTIBLE POWER SUPPLY AND VOLTAGE STABILIZER EQUIPMENT

1. OBJECTIVE

1.1 The objective of engaging a local Service Provider for APC UPS equipment and VENER7 SERVO Voltage Stabilizer maintenance at the EARC is to provide equipment curative and preventive maintenance support services to ensure optimal equipment functionality and minimize downtime that would occur in the event of equipment failure.

1.2 The Service provider will provide necessary support services, to answer questions and to assist the Bank in resolving problems related to the UPS and Voltage Stabilizer equipment installed at the RDGE Office.

2. SCOPE OF WORK

2.1 The Service Provider will provide timely maintenance and fault resolution of the existing APC UPS and VENER7 SERVO Voltage Stabilizer equipment. Once the Bank has entered into agreement with the Service provider:

- **Preventive Maintenance**: The service provider will carry out quarterly preventive maintenance on the specified UPS and Voltage Stabilizer equipment.
- **Curative Maintenance**: The Service Provider will ensure curative maintenance consisting in executing the repair works of the installed APC UPS and VENER7 SERVO Voltage Stabilizer equipment.

  - Responsive troubleshooting
  - Next-business-day hardware replacement,
  - APC Software support, including maintenance releases, patches, and minor and major updates.
2.2 INVENTORY OF APC UPS AND POWER STABILIZER EQUIPMENT AT THE EARC

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment type</th>
<th>Model</th>
<th>Capacity</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Uninterruptible Power Supply (UPS)</td>
<td>APC SURT</td>
<td>10 KVA</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Uninterruptible Power Supply (UPS)</td>
<td>APC Galaxy 5000</td>
<td>80 KVA</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Voltage Stabilizer</td>
<td>VENER7 SERVO</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

3. Professional standards

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

3.2 For the duration of the service level agreement THE CONTRACTOR shall provide sufficient trained personnel for proper performance of the obligations under the service level agreement. THE CONTRACTOR shall also provide adequate supervision of the staff employed by THE CONTRACTOR (or persons under their control).

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

OSH requirements

3.4 THE CONTRACTOR shall in the scope of services rendered under this service level agreement manage the execution of the services to comply fully with all Occupational Health and Safety regulations in Kenya.

General requirements

3.5 All work undertaken by THE CONTRACTOR shall comply with all relevant statutory acts and regulations (e.g. Local Authority Bylaws, National Building Regulations, etc.), or industry standards current at the time that the work is being planned and implemented.
4. THE CONTRACTOR shall comply with all new acts and regulations coming into force for the duration of this service level agreement and shall advise the Bank of any changes in relevant regulations related to building and facilities management.

**Performance Standards (KPI's)**

4.1 The following table gives an explanation of the meaning of each heading in the performance requirement tables.

- **Table 1: Performance Requirements Table Heading Descriptions**

<table>
<thead>
<tr>
<th>Table element heading</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service objective</td>
<td>A high level statement of the fundamental objectives of the service.</td>
</tr>
<tr>
<td>General Standards</td>
<td>An overriding standard to which the services will be provided.</td>
</tr>
<tr>
<td>Major requirement</td>
<td>A statement of the major function required as part of the service.</td>
</tr>
<tr>
<td>Specific requirement</td>
<td>A breakdown of the major requirement into individual service issues and/or a more detailed explanation of the service outputs.</td>
</tr>
<tr>
<td>Relevant information</td>
<td>Information, which can be procedures, volumes, quantities, etc., which may assist THE CONTRACTOR in assessing their response to this specification.</td>
</tr>
<tr>
<td>Performance standard</td>
<td>Availability and performance standards which will be used to define an acceptable standard of service delivery.</td>
</tr>
<tr>
<td>Priority</td>
<td>Indication of the importance of the aspect of the service to AfDB.</td>
</tr>
<tr>
<td>Rectification</td>
<td>The time scale within which THE CONTRACTOR must return the service to the specified performance standard. In certain cases, temporary and permanent rectification periods are specified.</td>
</tr>
</tbody>
</table>
### Table 2: Priority Category Descriptions

<table>
<thead>
<tr>
<th>Priority</th>
<th>Description</th>
<th>Rectification period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Matters giving rise to an immediate health and safety or security risk or the facility does not comply with legislated requirements.</td>
<td>There is no temporary Rectification Period. Permanent resolution within 1 Working Day of notification or detection by THE CONTRACTOR.</td>
</tr>
<tr>
<td>2</td>
<td>Matters that prevent or severely inhibit <strong>AfDB</strong> from conducting its normal and or required operations</td>
<td>Respond and effect temporary resolution within 2 hours of notification or detection by THE CONTRACTOR. Permanent resolution within 2 Working Days of notification or detection by THE CONTRACTOR. Costs incurred will be for AfDB’s account.</td>
</tr>
<tr>
<td>3</td>
<td>Matters that have a detrimental effect to the beneficial occupation of the Facility.</td>
<td>Respond and effect temporary resolution within 1 Working Day of notification. Permanent resolution within 5 Working Days of notification or detection by THE CONTRACTOR or detection by THE CONTRACTOR.</td>
</tr>
<tr>
<td>4</td>
<td>Matters that relate only to the ongoing provision of an acceptable standard of accommodation</td>
<td>Respond and effect temporary resolution within 2 Working Days of notification or detection by THE CONTRACTOR. Permanent resolution within 10 Working Days of notification or detection by THE CONTRACTOR.</td>
</tr>
<tr>
<td>5</td>
<td>Minor matters of a routine nature</td>
<td>Rectify within 15 Working Days of notification or detection by THE CONTRACTOR.</td>
</tr>
</tbody>
</table>
ANNEX II

SERVICE LEVEL AGREEMENT (SLA)

Purpose
The purpose of this maintenance Support Service Level Agreement (SLA) is to specify in detail the level of maintenance and support service expected from the Supplier under the Contract for the Maintenance of Uninterruptible Power Supply and Voltage Stabilizer Equipment at the Bank’s Regional Development and Business Delivery Office. This SLA will evolve over time, with additional knowledge of the Bank’s electrical power requirements.

Scope
Timely maintenance and fault resolution of the Uninterruptible Power Supply and Voltage Stabilizer Equipment is of special importance towards the successful functioning of the RDGE Office. The supplier of this service is expected amongst other things to meet the criteria as specified in this document.

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

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

   i. Scheduled Visits

      a. A comprehensive quarterly preventive maintenance of the Uninterruptible Power Supply and Voltage Stabilizer Equipment according to regulations and following the manufacturers’ requirements. Troubleshooting, repair and restoration of proper functioning of the all the components of the Uninterruptible Power Supply and Voltage Stabilizer Equipment.

      b. A quarterly onsite preventive visit to check the correct operation of the Uninterruptible Power Supply and Voltage Stabilizer Equipment shall be carried out.

      c. A deep annual preventive review of all the Uninterruptible Power Supply and Voltage Stabilizer Equipment according to regulations and following the manufacturers’ requirements

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

   iii. Environmental Inspection
iv. **Mechanical Inspection**

The Service Provider shall inspect assemblies, sub-assemblies, and modules, mechanical integrity.

vi. **Functional Verification**

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

vii. **Reporting**

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

2. **Curative Maintenance**

Curative maintenance service deliverables comprise of:

i. **Unscheduled Visits - Skilled Labour**

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

ii. **Guaranteed Response Time**

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

iii. **Replacement Parts**

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

iv. **Functional Verification**

Upon completion of work as detailed in this section the Equipment will undergo a complete functional verification test to ensure that it is once again performing in accordance with specifications and expectations.
vii. Reporting
The Service Provider shall provide a comprehensive report of findings relative to the work as detailed in this section and shall include any necessary recommendations.

3. Obligations of the Supplier

- The Supplier commits to maintain the Uninterruptible Power Supply and Voltage Stabilizer Equipment covered by the present contract, in good working order.
- The Supplier commits to intervene further to the announcement of the breakdown by The AfDB.
- The Supplier will keep secret any information having a confidential character or any technical or commercial document of the AfDB, marked confidential, during the duration of the contract.
- Further to the intervention of his technicians, The Supplier will supply to The AfDB a complete index card containing the nature of the problem, the corrective works done and the measures to be taken to avoid its recurrence.
- The Supplier has to inform The AfDB of a possible change of telephone numbers and/or of his address.
- The maintenance contract also includes technical support which may include the followings:
  - Assistance in the resolution of any technical problems with the equipment.
  - All technical support will be supported by a signed report of the work which will indicate the followings:
    - The hour of call;
    - The name of the technical support;
    - The summary of the intervention;
    - The duration of the intervention.

4. Processes and Procedures Related To This Contract

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

5. Call Management Process

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

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

6.2 Evaluation Criteria

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

7. Characteristics for problem categorization

7.1 Severity Codes

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

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

It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem.
<table>
<thead>
<tr>
<th>Severity 1 (Critical)</th>
<th>Severity 2 (High)</th>
<th>Severity 3 (Medium)</th>
<th>Severity 4 (Low)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business and financial exposure</strong></td>
<td><strong>Work Outage</strong></td>
<td><strong>Number of Clients Affected</strong></td>
<td></td>
</tr>
<tr>
<td>The Uninterruptible Power Supply and Voltage Stabilizer Equipment and equipment failure creates a serious business and financial exposure.</td>
<td>The Uninterruptible Power Supply and Voltage Stabilizer Equipment and equipment failure creates business and financial exposure.</td>
<td>The Uninterruptible Power Supply and Voltage Stabilizer Equipment and equipment failure creates a minimal business and financial exposure.</td>
<td>The Uninterruptible Power Supply and Voltage Stabilizer Equipment and equipment failure causes the client to be unable to perform some minor portion of their job, but they are still able to complete most other tasks.</td>
</tr>
<tr>
<td>The Uninterruptible Power Supply and Voltage Stabilizer Equipment and equipment failure causes the client to be unable to perform some significant portion of their job.</td>
<td>The Uninterruptible Power Supply and Voltage Stabilizer Equipment and equipment failure causes the client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.</td>
<td></td>
<td>The Uninterruptible Power Supply and Voltage Stabilizer Equipment and equipment failure causes the client to be unable to perform some small portion of their job, but they are still able to complete most other tasks.</td>
</tr>
</tbody>
</table>
### Severity 1 (Critical) vs Severity 2 (High)

<table>
<thead>
<tr>
<th>Severity 1 (Critical)</th>
<th>Severity 2 (High)</th>
<th>Severity 3 (Medium)</th>
<th>Severity 4 (Low)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Uninterruptible Power Supply and Voltage Stabilizer Equipment/equipment failure affects all clients.</td>
<td>The Uninterruptible Power Supply and Voltage Stabilizer Equipment/equipment failure affects a large number of clients.</td>
<td>The Uninterruptible Power Supply and Voltage Stabilizer Equipment/equipment failure affects a small number of clients.</td>
<td>The Uninterruptible Power Supply and Voltage Stabilizer Equipment/equipment failure may only affect one or two clients.</td>
</tr>
</tbody>
</table>

### Work-around [This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]

<table>
<thead>
<tr>
<th>There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).</th>
<th>There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).</th>
<th>There may or may not be an acceptable workaround to the problem.</th>
<th>There is likely an acceptable workaround to the problem.</th>
</tr>
</thead>
</table>

### Response Time

<table>
<thead>
<tr>
<th>Within Thirty (30) Minutes.</th>
<th>Within one (1) Hour</th>
<th>Within one (1) hour</th>
<th>Within twenty four (24) hours.</th>
</tr>
</thead>
</table>

### Resolution Time

<table>
<thead>
<tr>
<th>The maximum acceptable resolution time is twelve (12) continuous hours, after initial response time.</th>
<th>The maximum acceptable resolution time is one (1) business day.</th>
<th>The maximum acceptable resolution time is one (1) business day.</th>
<th>The maximum acceptable resolution time is two (2) calendar days.</th>
</tr>
</thead>
</table>

### Levels of Service

7.2 Levels of Service

The service levels offered by the Supplier to the Bank are described below. The Supplier’s goal must be to meet, and even exceed, when possible, the levels of services described below.
# MAINTENANCE OF UNITERRUPTIBLE POWER SUPPLY (UPS) AT AFRICAN DEVELOPMENT BANK

## Service Level

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Severity 1, 2</th>
<th>Severity 3, 4</th>
</tr>
</thead>
</table>
| 24/7           | - The Supplier shall provide support 24 hours seven days a week by phone and/or on-site intervention by operations and network service specialists.  
- Support requests are taken 24 hours, seven days a week.  
- Telephone call back within one hour from receipt of the request by the Supplier and/or Local Agent.  
- Guaranteed delivery of hardware replacements within four (4) business days of receiving the request for support. | - Requests taken 24 hours, seven days a week.  
- The Supplier and/or Local Agent shall provide support during normal working hours in the Bank by phone and/or on-site intervention.  
- Call back within one hour during normal working hours at the Supplier or Local agent.  
- Guaranteed delivery of hardware replacements within four (7) business days of receiving the request for support. |

## Levels of Effort

The level of effort expected of the Supplier shall be exercised in full, either through corrective maintenance activities or through preventative maintenance activities.

## Roles and Responsibilities of the Bank and the Supplier

### The Supplier

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

- The Supplier shall conduct business in a courteous and professional manner
- Once a support request has been submitted, the Supplier shall make themselves available to work with the Bank support resource assigned to the support request.
- Supplier’s Support Specialists
  - The Bank end users do not contact the Supplier support resources directly to report a problem. All problem calls must be logged through the Bank network support unit.
  - Conducting all root-cause analysis and bug fix isolation and resolution activities, and associated documentation for the individual tasks, as assigned by the Bank.
  - Acting as a point of contact for all network issues (bugs and enhancements).
Identifying all tasks associated with each support request and deriving estimates for the completion of each task.

- Responsibility for responding to support requests.
- Conducting troubleshooting to resolve network service problems.
- Preparing monthly status reports.

8.2 **The Bank**

The Bank has the following general responsibilities under the Contract:

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

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

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

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

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

- The Bank’s RDGE IT Officer is integral to the provision of support services to the Bank. The IT Officer roles include the following:

  - The RDGE IT Officer will act as the task manager and will provide the overall direction of the activities of the support specialists, participate directly in the production of the associated deliverables, and will negotiate with the Supplier’s support manager regarding the classification of enhancements and the scheduling of tasks.

  His or her duties will include:

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

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

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

  - Ensuring all required documentation, information, and knowledge capital has been prepared, as per transition checklist, and turned over prior to the start of support for a new network service.
African Development Bank Group
Reference: ADB/RFP/RDGE/2019/142

MAINTENANCE OF UNINTERRUPTIBLE POWER SUPPLY (UPS) AT AFRICAN DEVELOPMENT BANK

The Banks EARC IT Officer works as a point of contact for all activities relating to the transition of a new or modified Uninterruptible Power Supply and Voltage Stabilizer Equipment from the Supplier to the African Development Bank's support unit and the decommissioning of supported Uninterruptible Power Supply and Voltage Stabilizer Equipment and services.

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

FOR The Vendor

Name: ________________________________

Signature: ______________________________

Date: ________________________________

FOR THE African Development Bank.

Name: ________________________________

Signature: ______________________________

Date: ________________________________
ANNEX III

PERFORMANCE EVALUATION OF SERVICE PROVIDER

<table>
<thead>
<tr>
<th>SERVICE PROVIDER</th>
<th>PURPOSE OF CONTRACT</th>
<th>REFERENCE OF CONTRACT</th>
<th>EFFECTIVENESS DATE</th>
<th>EXPIRY DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>EVALUATION PERIOD</th>
<th>OVERALL EVALUATION RATING</th>
<th>TOTAL MARK</th>
<th>OVERALL RATING IN %</th>
<th>PERFORMANCE LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVALUATED BY</td>
<td>APPROVED BY</td>
<td>ENDORSED BY CGSP.2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>COEFFICIENT (1-3)</th>
<th>RATING (1-10)</th>
<th>TOTAL (Coef. x Rating)</th>
<th>COMMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. CAPACITY OF SERVICE PROVIDER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. QUALITY OF CONTRACT SUPERVISION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. COMPLIANCE WITH REGULATIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. COMPLIANCE WITH TIME LINES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## MAINTENANCE OF UNITERRUPTIBLE POWER SUPPLY (UPS) AT AFRICAN DEVELOPMENT BANK

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>SUPPLY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>HUMAN RESOURCES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>TECHNICAL RESOURCES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>MATERIAL RESOURCES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>APPROPRIATE MEASURES PROPOSED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>PROACTIVE HANDLING OF PROBLEMS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>PLANNING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>COMPLIANCE WITH LOCAL LAWS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>COMPLIANCE OF SERVICES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>IDENTIFICATION OF SERVICE PROVIDER (uniform, badge, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>MANAGERIAL EFFECTIVENESS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>COST CONTROL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>COMPLIANCE WITH STANDARDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>UPDATE CAPACITY OF INSTALLED SYSTEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>FLEXIBLE HOURS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>COMPLIANCE WITH CONTRACT CLAUSES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>COMPLIANCE WITH TOR/TECHNICAL SPECIFICATIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>RESPECT FOR ENVIRONMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>INNOVATION OF SERVICES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>SKILLS TRANSFER, TRAINING</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## II. STAFF

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>AVAILABILITY OF CONTACT PERSON</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>NAME OF CONTACT PERSON (INTERFACE)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>PERFORMANCE, QUALIFICATION, COMPETENCE OF WORKER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>PUNCTUALITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>PROFESSIONALISM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>ADJUSTMENT CAPACITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>RESPONSIVENESS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>COMPLIANCE WITH INSTRUCTIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>CONFIDENTIALITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>TIMELINESS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>RESPECT FOR WORK ENVIRONMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>QUALITY OF COLLABORATION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>MASTERY OF WORKING SOFTWARE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>CONDUCT / BEHAVIOUR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>WORKING LANGUAGE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## III. SERVICES

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