OPEN COMPETITION

TENDER FOR THE PROVISION OF AUDIOVISUAL AND MULTIMEDIA SERVICES DURING THE 2022 ANNUAL MEETINGS OF THE AFRICAN DEVELOPMENT BANK GROUP

REF: ADB/RFP/CHGS/2022/0071

Launching Date: 14 April 2022
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.
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SECTION I – LETTER OF INVITATION

Dear Sir/Madam,

(a) The African Development Bank (the “Bank”) invites proposals for Framework Agreements to provide 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.

(b) 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.

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

(d) 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.

(e) 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.

(f) 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.

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

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

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

________________________
Acting Division Chief
Corporate Procurement Division
SECTION 2 - INSTRUCTIONS TO BIDDERS

GENERAL

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

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

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

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

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

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

4. Joint Venture

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

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

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

CLARIFICATION OF THE PROCUREMENT PROCESS

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

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

7. Clarification of RFP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   a) Technical Proposal Questionnaire; and
   b) Financial Proposal Questionnaire.

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

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

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

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

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

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

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

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

21. **Acceptance of the General and Specific Conditions** - It shall be clearly understood that by submitting a proposal in response to the RFP, a bidder shall be deemed to have accepted the General and Specific Conditions. A proposal that does not accept the General and Specific Conditions shall be rejected as non-responsive.
22. **Taxes** - The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes, such as customs duties, as the Bank, by virtue of its status as an international organization, is exempt from paying any direct or indirect taxes, by virtue of Article 57 of the Agreement establishing the Bank. If the bidder is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoice.

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

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

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

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

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

**SUBMISSION AND OPENING OF PROPOSALS**

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

29. **Late Proposals** – The Bank shall not consider any proposal received after the deadline for submission of proposals. Any proposal received by the Bank after the deadline for submissions shall be declared late and rejected by the Bank.
30. **Proposals rejected by the Bank** – Proposals rejected by the Bank shall be destroyed or returned to bidders, at its own cost, if so requested.

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

32. **Proposals submitted by mail, courier or hand-delivery**
   32.1. If provided in the **RFP Data Sheet**, proposals shall be submitted by mail, courier or hand delivery.
   32.2. Proposals shall be submitted in a sealed envelope (with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes) and 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:
      • the RFP reference;
      • the mention “Technical Proposal” or “Financial Proposal” as the case may be; and
      • 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”.

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Reference: ADB/RFP/CHGS/2022/0071
Audiovisual and Multimedia services during the 2022 Annual Meetings

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01 BP 1387, Immeuble SIEGE, 17ème Etage, Bureau S22, Abidjan, Cote d’Ivoire – e-mail: tender@afdb.org - Internet: www.afdb.org
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,

   37.2.1. If accepted, would:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FURTHER ASSISTANCE**

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

51. **Assistance** – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact tender_assistance@afdb.org and quote the tender reference.
**SECTION 3 – RFP DATA SHEET**

The numbering below refers to the appropriate numbering of the introduction

### § 1

The goods and services to be provided: **Audiovisual and Multimedia services during the 2022 Annual Meetings** and as outlined in Section 4.

The goods and services to be provided are outlined in Section 4. They are divided in five (5) lots as outlined below:

- **Lot 1:** Video Camera, Editors and Video Crew for coverage, reports and interviews. Setup Broadcast Master Control Room with Video Crew to run it and provide editing suites and crew
- **Lot 2:** Still camera, Photographers, Photo Crew and Editors
- **Lot 3:** Multi language Live Streaming Codec, Encoder, decoder, Switcher and Technical Team
- **Lot 4:** Video Wall, Switcher, video processor, Video Server (NDI Supporting) and Technical Team
- **Lot 5:** Cloud Content Storage, Digital Signage, AfDB TV, Archiving & Remote Support

### § 1

To qualify for award, bidders (including each partner in a joint venture, 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.

**Registration Certificate:** the offer must contain the Company Registration certificate.

**Financial Standing:** An average turnover of at least:

Lot 1: USD 380,000,
Lot 2: USD 80,000,
Lot 3: USD 100,000,
Lot 4: USD 300,000,
Lot 5: USD 188,000.

or equivalent for the last three years 2018, 2019, 2020 or latest. A bidder shall demonstrate current soundness of financial position and its long-term profitability.

**General and Specific Experience:** a bidder shall have a minimum of **three (3) years’** experience and successfully or substantially implemented as a prime contractor at least two (02) projects of a similar nature and complexity (the contracts cited shall be at least 70% complete) in the **last seven (7) years**.

**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.

**History of ongoing contracts and disputes:** a bidet must demonstrate that he was able to execute his previous contracts and that his company, including all subcontractors or suppliers involved in connection with the service, is not in a conflict of interest.
### 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 electronic mail: tender@afdb.org; or (ii) to the questions and answers section in the AfDB e-Procurement portal. The request shall be received by the Bank no later than: **Thursday 21 April 2022 at 5p.m.** (Abidjan local time). |
| § 8  | The Bank shall organize a pre-bid meeting: **YES**<br>A virtual pre-bid conference will be organized by videoconference and bidders are strongly encouraged to participate as important information on the tender and the method of electronic submission of tenders will be communicated. **Virtual pre-bid conference:**<br>Date and Time of the conference: **Tuesday 19 April 2022 at 11:00 a.m.** local time in Abidjan (GMT)<br>Venue: Virtual Meeting by Videoconference. The Zoom link to access the conference is: [https://afdb.zoom.us/j/98076053361?pwd=NDRaWjc2YjhHVjZqbEpUL1Z5UhVPQT09](https://afdb.zoom.us/j/98076053361?pwd=NDRaWjc2YjhHVjZqbEpUL1Z5UhVPQT09) <br>Meeting ID: 980 7605 3361 Password: 84755718 |
| § 9  | **Site Visit - A not Mandatory site visit will be held on 21st April 2022 from 2.30 pm to 4 pm at the Accra International Conference Centre, Accra, Ghana.** Bidders that wish to conduct site visit prior to submission of proposals are invited to send email to tender@afdb.org not later than **Tuesday 19 April 2022 at 12:00 a.m.** The cost of the site visit shall be at the bidder's own expense. |
| § 10 | The language of proposals and all correspondence is: **ENGLISH.** This language will govern the contractual/legal relationship between the Bank the contract. However, considering the bilingual nature of the Bank, submissions in **FRENCH.** Appendixes 6A and 6L (section 6) as well as the proposed contract shall be in English. |
| § 12 | In addition to the Technical and Financial Proposals Questionnaires, bidders are required to provide:<br> - (i) a **certificate of incorporation/registration**<br> - (ii) **Articles and Memorandum of Association / Charter**<br> - (ii) a **Certificate of tax regularity.**<br> - (iv) the firm’s **Organizational Structure**<br> - (v) **Insurance certificate for professional liability** |
| § 20 | Alternative proposals are accepted: **NO** |
| § 24 | The prices shall be expressed in **US Dollar** or any freely convertible currency. |
| § 25 | The Bank’s requirement is divided into lots: **YES**<br>The requirements are divided into **five (5) lots** as stated above § 1. Each provider can apply for one or several lots. Each lot should have a separate financial proposal.<br>In case of submission for multiple lots, **the average annual turnover should be a total of the average turnovers required for both lots.** |
| § 26 | The minimum period of validity of proposals is **one hundred and twenty (120) days** from the deadline for submission of proposals. |
| § 27 | Bid security is required [**YES**] in the form of Bid Securing Declaration (see Appendix 6D).<br>Any proposal not supported by a bid-securing declaration will be automatically disqualified |
| § 28 | The deadline for submission of proposals is **Tuesday 26 April 2022, at 12:00 p.m., Abidjan (Côte d’Ivoire) local time.** |
| § 31 | Proposals shall be submitted electronically through the AfDB e-procurement portal: **YES** |
| § 32 | Proposals shall be submitted **electronically only: YES**  
The proposals will be submitted electronically only through the link below:  
**Link:** [https://eprocurement.afdb.org/irj/portal](https://eprocurement.afdb.org/irj/portal)  
**Closing date and time to receive proposals:** **Tuesday 26 April 2022 at 12:00 p.m., Abidjan (Côte d’Ivoire) local time.**  
**Reference:** ADB/RFP/CHGS/2022/0071  
**Subject:** Audiovisual and Multimedia services for the 2022 Annual Meetings  
**NB:** Any offer submitted electronically via another link outside the link above will be declared inadmissible. |
| § 46 | 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 defect’s liability period: **N/A** |
| § 51 | In addition to User Manual for electronic submission available on the Bank’s website, bidders can obtain further support by sending an email to [tender_assistance@afdb.org](mailto:tender_assistance@afdb.org). |
SECTION 4 – TERMS OF REFERENCE

ANNUAL MEETINGS 2022 – ACCRA, GHANA

AUDIOVISUAL AND MULTIMEDIA ACTIVITIES DURING THE 2022 ANNUAL MEETINGS OF THE AFRICAN DEVELOPMENT BANK GROUP

BACKGROUND INFORMATION
The African Development Bank Group (AfDB) is a multilateral development finance institution established in 1964 to fight poverty and promote sustainable economic growth and social progress in Africa. The Bank’s annual flagship event is its Annual Meetings, this year held in Accra, Ghana. The Meetings customarily contain statutory elements (Boards of Governors meetings). As many as 2,000 African and non-African delegates – government, business, civil society – will be present. We expect a large number of press – possibly up to 200 journalists and news organizations.

OBJECTIVE OF THE PROJECT
Within this framework, the Bank’s Communications and External Relations Department (PCER) is looking for a high standard agency, specialized in audiovisual coverage, to provide full audiovisual and multimedia coverage of the event.

SCOPE OF WORK
Tasks are expected in the areas of video coverage, reporting, editing and photography. The Annual Meetings will be held from 23 to 27 May 2022. The services of the providers to be retained will be for a period of eight (10) days from 20 to 29 May 2022. Not all the provider’s staff will be required for the post-event reconciliation process: while photographers, photo assistants, cameramen will not be needed after 27 May 2022, video and photo editors as well as a relevant number of journalists could be required till 29 May 2022.

The requirements are divided into five (5) lots as follows. Each provider can apply to one or several lots. Each lot should have a separate financial proposal.

- **Lot 1**: Video Camera, Editors and Video Crew for coverage, reports and interviews. Setup Broadcast Master Control Room with Video Crew to run it and provide editing suites and crew.
  - **Video Equipment**:
    - A) 9 4K cameras with compact flash cards (type Sony XDCAM)
    - B) 16 batteries (autonomy 6 hours)
    - C) 9 tripods (type MVH502A, 546BK-1 PRO VIDEO)
    - D) 8 wireless microphones (Lapel mic new generation)
    - E) 3 Boom Mics
    - F) 8 LED lights torches (type Litepanels MICRO KIT)
    - G) 8 professional headsets (type SENNHEISER HD 25 1 II BE)
    - H) 1 Mac computer for Voice over with microphones and accessories
    - I) Setup Mobile studio to cover interview with branding that include below Autocue camera teleprompter for videotaping Governors’ statutory speeches
      Digital control room: control monitors, control screens and 2 display monitors

- **Lot 2**: Still camera, Photographers, Photo Crew and Editors

- **Lot 3**: Multi language Live Streaming Codec, Encoder, decoder, Switcher and Technical Team

- **Lot 4**: Video Wall, Switcher, video processor, Video Server (NDI Supporting) and Technical Team

- **Lot 5**: Cloud Content Storage, Digital Signage, AfDB TV, Archiving & Remote Support

Lot 1 – Video Camera, Editors and Video Crew for coverage reports and interviews:
Crew

A) 1 team leader (work organization, workflow, team management, executive decisions)
B) 9 cameramen (including 4 video reporters)
C) 3 assistants
D) 4 journalists (Bilingual)
E) 1 Autocue Teleprompter Operator with computer
F) 1 Rush Assistant
G) 1 Data Manager with computer
H) 1 Make-up artist

Editing Equipment (minimum)

A) 6 Mac book pro with FINAL CUT PRO / PREMIERE PRO CC software for Logging with 4 multi-format card readers
B) 6 Mac editing stations with FINAL CUT PRO / PREMIERE PRO CC software (each with 2 screens and mouse)
C) 1 high stereo speakers
D) 8 professional headsets (type SENNHEISER HD 25 1 II BE)
E) 1 (mini) cabin for recording voice over (mini cabin with professional micro, tripod, and NOISE FILTER connected to mac computers)
F) Setup NAS 60 TB for editor content flow with minimum gigabit network.

Storage Accessories

G) 2 Professional Hard Drive of 16TB (higher capacity for 4K shooting). (All hard drives will be handed to the Bank)
H) 4 Professional Hard drives (Backup Videos) of 4 TB (Hand over to the bank)

Editors and Journalists:

A) 4 video editors
B) 2 editing assistants
C) 1 production assistant
D) 3 journalists for voice off and translations (Bilingual)

Lot 2: Still camera, Photographers, Photo Crew and Photo Editors

Photographers and coordinator

A) 6 photographers with their HD devices (minimum resolution of 23 mega pixels). Each with a wide-angle lens and telephoto lens. All photographers should be able to take quality pictures in dark environments. Each photographer should be equipped with bright lenses: f/2.8 for 70-200 lenses, f/2.8 for 24-70mm lenses, f/1.4 or 1.8 for 35, 50 or 55 mm lenses, f/1.4 for 80 mm lenses. Special attention should be paid to the quality of the pictures, especially those shot in dark conditions. Each photographer should be equipped with at least 70-200 mm and 35 / 50 / 55 mm lenses with the highest luminosity available in the range.
B) 1 coordinator with laptop and a card reader
C) 2 Photo editors with computers

Storage Accessories

D) 2 mobile external hard drives (Lacie Mobile Drive 6.0) 4TB (1 for archiving the pictures, the second one for backup, Hander over to multimedia Team).

Lot 3: Multi language Live Streaming Codec, Encoder, decoder, Switcher and Technical Team

Equipment

A) 3 Live Streaming Codec (2 Fixed, 1 Mobile Unit) for Support YouTube/Vimeo (All Codec must support multi language and NDI )
B) 1 Static Video Camera with Tripod for Live Movement Feed
C) Setup junction to get video and audio feed from meeting room to central location to do live streaming using optical fiber or NDI network.
Crew:
A) 2 Live Stream Engineers with computers
B) 2 Live Streaming Technician with computers
C) 3 Remote Live Streaming/Content Management Engineer (Live, VoD and Screen Update)
D) 3 Remote cloud transcoding engineers for Multilanguage Vimeo, YouTube, Facebook and LinkedIn

Lot 4: Video Wall, hexagonal display wall branding with curved Ticket Switcher, video processor, Video Server (NDI Supporting), Digital Screen and Technical Team

Equipment
A) 1 X P2 Pixel Pitch LED Video Wall 6 m x 1.5 m (Include Video Switcher, 10 Video Inputs, Video Wall Branding: see next page)
B) 2 Laptop with HDMI out for video inputs in video wall.
C) 1 Video wall server for split screen as per our requirement in custom layout
D) 1 Outdoor/Indoor Speaker Connected with Video Wall’s Audio Switcher
E) 1 x Video Server
F) 25 Screen Cloud OS device (Hand over to the bank)
G) 2 x UltraStudio 4K Mini with 128 GB SD Card with HDMI to AVI Convertor (Hand over to the bank)
H) 2 x H.265/H.264 HDMI Video Encoder Support RTMP/RTMPS/RTSP/UDP/RTP/HTTP/FLV, HDMI to IP Encoder (Hand over to the bank)
I) 1 x Video Processor
J) Branding for Video Wall
   a. 2 X Hexagonal structure to support 6 65” display units.
   b. 2 x 6 x 65” LED Display with HDMI input and USB inputs
   c. 2 x 1 Ticketing Display with Video switcher and input by 1 laptop applications

Crew:
A) 2 onsite Video wall Screen Engineer with computers
B) 2 onsite Video wall Screen Technicians with computers
C) 6 Remote Content Management Engineer (For Support Video Wall and Hexagon screen)
D) 4 Remote Content Customizer and Editor (Video, Photo) for Screen

Lot 5: Cloud Content management, Digital Signage, AfDB TV, Archiving & Remote Support

Remote Infrastructure
A) 700 mbps Internet speed backup with different ISP provider
B) Content Network Operation Center with 5 Display for monitor playlist
C) 6 TB cloud storage for data management
D) Local Storage NAS 20 TB
E) Round the clock office facility to work crew remotely
F) All resources have dedicated system with standard application
G) Power backup

Crew:
A) 2 x Remote Photo Content Archivist for flickr, SmugMug afdb, SmugMug PRST and shared link for Dropbox
B) 2 x Remote Video Content Archivist for Vimeo, YouTube afdb, YouTube PRST and dropbox
C) 2 Remote resource for AfDB TV content manager
D) 3 Remote resource for digital screen management across events sites, include hotels and afdb offices
E) 2 Remote Senior Video/Photos Journalist
F) 8 Remote Video/Photos Journalist
**Deliverables:**
All deliverables will be in English and French:

A) 3-5-minute and 1-minute **Best Of**s for each day of the Annual Meetings
   - The 5-minute **Best of** consist of a 4K / full HD video of 3-5 minutes summarizing the day's events, including interviews and narration.
   - The 1-minute **Best of** consist of a 4K / full HD video of 1-2 minutes derived from the 5-minute best-of to be used on social media.

B) **1 video highlights** for each "high level" or “knowledge” Event of the Annual Meetings.
   - A 4K / full HD video of 3-5 minutes of each “high level” or “knowledge” Event.

C) **1 edited full coverage video** for each event of the Annual Meetings
   - A 4K / full HD video capturing all the event

D) **Video montage** of all the Best of and "high level" events broadcasted in live.

E) **Edited and translated video statements by the Governors**
   - A 4K / full HD video capturing every speech made by Governors. All speeches delivered in another language than English or French must be available in the original language and translated into English and French.

F) All raw footage, properly filename and timecoded.

G) Create for each session a Flickr photo album with relevant photos, captions and album name. Upload to Flickr and Dropbox must happen just after the end of each session.

H) Create for each session a Smugmug AfDB photo album with relevant photos, captions and album name. Upload to Smugmug and Dropbox must happen just after the end of each session.

I) Create for relevant session for PRST a Smugmug PRST photo album with relevant photos, captions and album name. Upload to Smugmug PRST and Dropbox must happen just after the end of each session.

J) **Video Title, description for each Video and playlist for YouTube and Vimeo**

K) Video Time stamp for video relevant for YouTube Channel

L) Twice a day (1 pm and 6 pm), all albums created by the provider must be shared with the multimedia team (URL sharing).

**Remarks:**
1. All the videos will be posted on the Bank’s Vimeo account as soon as they are post-produced.
2. All the photos will be posted on the Bank’s Flickr account, Smugmug to specific albums, made available as the session goes by.
3. Specific attention will be given to statutory events such as the Sittings of the Boards of Governors: during these sessions, in addition to wide angle and ambiance pictures, individual high quality pictures of each Governor must be taken and uploaded to specific Flickr albums and DropBox.
4. The videos are the Bank’s property. However, all shoots / fixtures required by media and public will be available.
5. The videos should be released at the end of the day.
6. All crew members should be dressed in official dress or casual dress (No shorts/Slippers) with a firm jacket or tshirt clearly identifying their firm.

It should be noted that the Bank can decide to cancel some components of the assignment before the signature of the contract.
Sample design for audiovisual services during the 2022 Annual Meetings

Site Visit - Bidders that wish to conduct site visit prior to submission of proposals are invited to express interest in writing to enable the Bank to organize the visit in Accra accordingly. The cost of the site visit shall be at the bidder’s own expense.

Reference: ADB/RFP/CHGS/2022/0071
Audiovisual and Multimedia services during the 2022 Annual Meetings

Sample design for video wall branding

Sample design for hexagonal display wall branding with curved Ticket
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, Appendix 6 F.

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

3) The final score shall be calculated as follows:

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

TECHNICAL EVALUATION

4) Bidders shall obtain a minimum of 80 points out of 100 points following evaluation of technical proposals (“Qualifying Technical Score”) to be considered for financial evaluation.

5) Only those bidders whose technical bid meets the qualifying technical score will have their financial bids opened and evaluated. The financial proposals shall be opened and checked for completeness and corrected for computational errors.

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

<table>
<thead>
<tr>
<th>#</th>
<th>Category</th>
<th>Evaluation sub-Factor</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MANAGEMENT APPROACH AND TECHNICAL CAPABILITIES (25 points)</td>
<td>1.1. Understanding of the work, including creativity and thoroughness shown in understanding the objectives of the TOR and specific tasks, and planned execution of the project</td>
<td>5pts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.2. Evidence of specific methods and techniques for completing each discrete task, to include such items as quality assurance, and customer-service.</td>
<td>5pts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.3. Ability to address anticipated potential problem areas, and creativity and feasibility of solutions to problems and future integration of new processes and technology enhancements</td>
<td>5pts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.4. Degree to which the bidder’s proposal demonstrates an understanding of logistics, schedule, and any other issues the Bank should be aware of.</td>
<td>5pts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.5. Quality and effectiveness of the allocation of personnel and resources.</td>
<td>5pts</td>
</tr>
<tr>
<td>2</td>
<td>PROPOSED METHODOLOGY AND APPROACH (20 points)</td>
<td>2.1. Provide a detailed description of the methodology for how the firm will achieve the TOR, keeping in mind the appropriateness to local conditions and project environment.</td>
<td>10pts</td>
</tr>
<tr>
<td>Reference: ADB/RFP/CHGS/2022/0071</td>
<td>Audiovisual and Multimedia services during the 2022 Annual Meetings</td>
<td></td>
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<td>------------------------------------</td>
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<tr>
<td><strong>Used Appendix 6I</strong></td>
<td>2.2 customer service staff: Briefly discuss your proposed approach to providing customer service and indicate your response time for customer service inquiries.</td>
<td>10pts</td>
<td></td>
</tr>
<tr>
<td><strong>Overall Methodology and Approach</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. PAST PERFORMANCE (10points)</td>
<td>3.1. The bidder’s history of successful completion of similar projects; history of producing high-quality reports and other deliverables; history of staying on schedule and within budget. Similar projects must convey similarity in topic, dollar value, workload, duration, and complexity.</td>
<td>5pts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3.2. The quality of cooperation (with each other) of key individuals within your organization, and quality of cooperation and performance between your organization and its clients. The organization’s specific past performance on prior similar efforts specified within this Terms of Reference.</td>
<td>5pts</td>
<td></td>
</tr>
<tr>
<td><strong>Overall Past Performance</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. PROJECT PLAN (20points)</td>
<td>4.1. Describe the overall project plan toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.</td>
<td>10pts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.2. Execution Plan: Timeline for successful assumption of responsibilities (period required to commence services); critical path for successful implementation; action plan clearly identifying responsible parties; chronological list of tasks that would be involved from accepting the tender to successful implementation; proposed service levels and related indicators; Quality assurance procedures.</td>
<td>10pts</td>
<td></td>
</tr>
<tr>
<td><strong>Overall Project Plan</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. COMPOSITION AND QUALIFICATIONS OF PROPOSED TEAM (15points)</td>
<td>5.1. The currency, quality and depth of experience of individual personnel in working on similar projects. A minimum of three (3) years of experience in Broadcast services and be able to communicate/interact with local staff and governmental staff. (attach CVs of key staff). The key staff should be bilingual (English and French).</td>
<td>5pts</td>
<td></td>
</tr>
<tr>
<td>Use Appendix 6J and 6Jbis</td>
<td>5.2. Quality and depth of education and experience on other projects which may not be similar enough to include in response to #5.1. (Immediately above) but may be relevant.</td>
<td>5pts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5.3. Three (3) years of experience as Technical Manager and more than 10 years in the field of Audiovisual and Multimedia. The currency, quality and depth of how the Technical Manager will supervise and coordinate the workforce. (attach CV)</td>
<td>5pts</td>
<td></td>
</tr>
<tr>
<td><strong>Overall Qualifications of Key Personnel</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>6. LIST OF PROPOSED EQUIPMENT (10points)</td>
<td>Proposed list of equipment for the execution of the project</td>
<td>10pts</td>
<td></td>
</tr>
<tr>
<td>Use Appendix 6M</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Summary</strong></td>
<td><strong>Overall Technical Rating</strong></td>
<td>100pts</td>
<td></td>
</tr>
</tbody>
</table>

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1 Information provided in Form 6K- Relevant Experience will be used to rate bidders on this. Bidders are required to attach proof of experience. One (1) point per contract up to 10 contracts totaling 10 points.
FINANCIAL EVALUATION

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

\[
N_f = \frac{100 \times F_m}{F}
\]

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

FINAL RANKING

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

POST-QUALIFICATION (Post-verification)

9) The Bank will ensure that the Bidder (s) selected as having obtained the highest final rating has the qualifications required to perform the Contract satisfactorily, in accordance with the provisions of this Request for Proposals. The Bank will ensure in the manner described below that no substantial change has occurred after the assessments which adversely affect the ability of the successful Bidder to perform the Contract.

10) This determination will relate to the Bidder’s financial and technical capacities, and it will be based on an examination of the supporting documents for the Qualifications of the Bidder, and on any other information that the Bank deems necessary and appropriate in particular, compliance with payment obligations, social security contributions (CNPS), contributions to the pension fund, taxes (Certificate of tax regularity) or other compulsory contributions under the legislation of the country in which the tenderer is established or in which the contract is to be performed. It may include making contact with customers given as references by the Bidder, field inspections and all other measures.

11) The Bidder having obtained the highest final score will only be awarded the Contract if the ex-post verification is concluded in a positive manner. If not, its offer will be rejected and the Bank will examine the second most advantageous evaluated offer, to ensure in the same way the ability of the Bidder to perform the Contract satisfactorily.

AWARD OF CONTRACT

12) The Bank will sign a framework contract with the two (2) bidders who attained the highest combined technical and financial score with satisfactory price, terms and conditions to provide these services.
SECTION 6 – TECHNICAL PROPOSAL QUESTIONNAIRE

Appendice 6A

(To be included in the Technical Proposal)

STATEMENT OF CONFORMITY

To the African Development Bank
01 BP 1387
Avenue Joseph Anoma-Plateau
Abidjan, Côte d’Ivoire

Dear Sir/Madam,
We, the undersigned, declare that:

(j) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2022/0071 and have no reservation to the RFP including addendum issued;
(k) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;
(l) We offer to provide the goods and services in conformity with the RFP;
(m) 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;
(n) 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;
(o) 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;
(p) 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;
(q) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;
(r) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
(s) 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;
(t) 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 __________________________

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

Dated on ________________________ Official Stamp

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## Appendix 6B

*(To be included in the Technical Proposal)*

### 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:
   - [ ] a *certificate of incorporation/registration*
   - [ ] *Articles and Memorandum of Association / Charter*
   - [ ] *Certificate of tax regularity*
   - [ ] the firm’s *Organizational Structure*
   - [ ] *Insurance certificate for professional liability*
   - [ ] 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.
**Appendix 6C1**

**Average Annual Turnover**

RFP Reference: **ADB/RFP/CHGS/2022/0071**

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

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

**Bidder’s Legal Name:** ________________________________  **Date:** _____________________

**JVCA Partner Legal Name:** _____________________________  **No.:** __________________

---

### Annual turnover data

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount and Currency</th>
<th>US$ equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Financial Information (US$)

#### Information from Balance Sheet

1. Total Assets (TA)
2. Current Assets (CA)
3. Total Liabilities (TL)
4. Current Liabilities (CL)

#### Information from Income Statement

5. Total Revenue (TR)
6. Profits before Taxes (PBT)

Net Worth (1) – (3)

Current Ratio (2) / (4)

---

**Services may be disqualified.**
Appendix 6C2

(To be included in the Technical Proposal)

RFP Reference: ADB/RFP/CHGS/2022/0071

Financial Resources

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

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

(To be included in the Technical Proposal)

FORM OF BID-SECURING DECLARATION

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

Bid No.: ADB/RFP/CHGS/2022/0071

To: African Development Bank

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the African Development Bank for a period of three years starting from the date of bid submission, 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, in accordance with.

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)
### PARTY TO JOINT VENTURE INFORMATION SHEET

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Bidder’s Legal Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2. JV’s Party legal name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>3. JV’s Party Country of Registration, Constitution or Incorporation:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>4. JV’s Party Year of constitution or registration into a legally enforceable JV:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>5. JV’s Party Legal address in Country of Registration, Constitution or Incorporation:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>6. JV’s Party Authorized Representative Information:</strong></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td><strong>7. Attached are copies of original documents of:</strong></td>
<td></td>
</tr>
<tr>
<td>☐ a <strong>certificate of incorporation/registration</strong></td>
<td></td>
</tr>
<tr>
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</tr>
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</tr>
<tr>
<td>☐ In case of government owned entity from the Bank’s member country, <strong>documents establishing legal and financial autonomy</strong> and compliance with the principles of commercial law.</td>
<td></td>
</tr>
</tbody>
</table>
## 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></td>
<td>Single Entity</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Joint venture and any other form of partnership (JV)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>All partners combined</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Each partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### STATEMENT OF CONFORMITY AND BID SUBMISSION FORM

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

A power of attorney shall be attached, if applicable.

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

### ELIGIBILITY CRITERIA

The bidder is from a member country of the Bank.

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

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

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

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

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

The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, 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>
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<tr>
<td>All partners combined</td>
<td>Each partner</td>
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</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**

<table>
<thead>
<tr>
<th><strong>JV (if applicable)</strong></th>
<th><strong>N/A</strong></th>
<th><strong>Existing or intended JV must meet requirement</strong></th>
<th><strong>Must meet requirement</strong></th>
<th><strong>N/A</strong></th>
</tr>
</thead>
</table>

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

The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract. Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.

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

### FINANCIAL STANDING

| **See below** |

The bidder has a minimum turnover of at least:

- Lot 1: USD 380,000,
- Lot 2: USD 80,000,

| **Must meet** | **Existing or intended JV** | **Must meet at least 20% of** | **Must meet 40% of the requirement** |

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01 BP 1387, Immeuble SIEGE, 17ème Etage, Bureau S22, Abidjan, Cote d’Ivoire – e-mail: tender@afdb.org - Internet: www.afdb.org
**PASS/FAIL CRITERIA**

<table>
<thead>
<tr>
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<td>Each partner</td>
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</tr>
</tbody>
</table>

Lot 3: USD 100,000, Lot 4: USD 300,000, Lot 5: USD 188,000.

or equivalent for the last three years 2018, 2019, 2020 or latest. A bidder shall demonstrate current soundness of financial position and its long-term profitability.

The bidder can demonstrate sound financial performance?

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

If the laws of the bidders’ country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for **the past three years 2018, 2019, 2020 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.

Must meet requirement | Must meet requirement | Must meet requirement | N/A |

Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement |

Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A |
### PASS/FAIL CRITERIA

<table>
<thead>
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</tr>
</tbody>
</table>

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

### GENERAL AND SPECIFIC EXPERIENCE

The bidder has been in business for the past **(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).

The bidder has experience in at least **two (2) similar contracts** as a prime contractor within the last **seven (7) years**, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP.

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

### HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION

<table>
<thead>
<tr>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>Must meet requirement for one specialism</th>
</tr>
</thead>
</table>

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

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

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>

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)**
Appendix 6G

**To be included in the Technical Proposal**

**LITIGATION HISTORY**

Name of Bidder: ____________________________

RFP Reference: ADB/RFP/CHGS/2022/0071

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

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

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

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

### Pending Litigation

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name of Purchaser:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address of Purchaser:</td>
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<tr>
<td></td>
<td></td>
<td>Contract description:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract award date:</td>
</tr>
<tr>
<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>
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</thead>
<tbody>
<tr>
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<td>Contract award date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Matter in dispute:</td>
</tr>
</tbody>
</table>
## CONFLICT OF INTEREST DISCLOSURE FORM

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>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?</td>
<td></td>
</tr>
<tr>
<td>Are you an employee or stakeholder of the Bank?</td>
<td></td>
</tr>
<tr>
<td>Has the Bank offered you a contract of employment in the last 12 months?</td>
<td></td>
</tr>
<tr>
<td>Are you participating in more than one proposal in the procurement process?</td>
<td></td>
</tr>
<tr>
<td>Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?</td>
<td></td>
</tr>
<tr>
<td>Have you held a position in government in the last 3 years? For example, a ministerial position</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

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 tasks and that it has an approach, methodology and work plan to overcome those challenges.

Bidders to provide a section on Approach, Methodology and work plan for performing the assignment that should include:

a) Technical Approach and methodology

b) Work Plan, and

(a) Technical Approach and Methodology.

In this section explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. Explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) Work Plan. In this section, propose the main activities of the assignment, their content and duration, ensuring phasing and interrelations, milestones (including interim approvals by the Bank), and delivery dates of reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be consistent with the “ACTIVITY (WORK) SCHEDULE FORM” shown below.
RESUME OF PROPOSED PERSONNEL

RFP Reference: **ADB/RFP/CHGS/2022/0071**

The Bidder shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

<table>
<thead>
<tr>
<th>Name of Bidder</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Position*</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Present employment</th>
<th>Name of employer</th>
</tr>
</thead>
</table>

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

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

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

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

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

<table>
<thead>
<tr>
<th>From*</th>
<th>To*</th>
<th>Company / Project / Position / Relevant technical and management experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix 6j (Bis)

PERSONNEL PROPOSED

*(To be completed and included in the technical proposal)*

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

<table>
<thead>
<tr>
<th></th>
<th>Job Designation</th>
<th>Name</th>
</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>Etc.</td>
<td>Job Designation</td>
<td>Name</td>
</tr>
</tbody>
</table>

01 BP 1387, Immeuble SIEGE, 17ème Etage, Bureau S22, Abidjan, Cote d’Ivoire – e-mail: tender@afdb.org - Internet: www.afdb.org
Appendix 6K

**General Experience BY LOT**

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

Page _______ of _______ pages

<table>
<thead>
<tr>
<th>Starting Month / Year</th>
<th>Ending Month / Year</th>
<th>Years*</th>
<th>Contract Identification</th>
<th>Role of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract name: Brief Description of the Service performed by the Bidder: Name of Client: Address: Email:</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 6L

To be included in the Technical Proposal

SPECIFIC EXPERIENCE – BY LOT

RFP Reference: ADB/RFP/CHGS/2022/0071

Bidder shall provide details of at least 5 projects related to the subject requirements completed in the last 3 years.

For each project Bidder shall describe contents of services, size of events, number of participants, length of event and value of contract.

Bidder shall also indicate whether project involved archiving, data retrieval using multiplatform Flickr, SmugMug and NAS.

(Please complete one form per assignment)

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

Name of Bidder: _________________________________
Appendix 6M

**LIST OF EQUIPMENT – BY LOT**

RFP Reference: **ADB/RFP/CHGS/2022/0071**

Bidder shall provide full details of list of equipment related to the subject requirements for each lot and their specifications and any other information the Bank should be aware of related to the equipment.

<table>
<thead>
<tr>
<th>S/N</th>
<th>Equipment type</th>
<th>Proposed quantity</th>
<th>Observations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Bidder: _________________________________

*To be included in the Technical Proposal*
Appendix 6N

RECEIPT ACKNOWLEDGEMENT LETTER  
(To be completed and sent to the bank after invitation)

This document must be sent to the Corporate Procurement Division upon receipt of this RFP document. Please do not include it with your offer.
Send by email tendere@afdb.org

Date: ___________

Dear Sir/Madam,

SUBJECT: Request for Proposal ADB/RFP/CHGS/2022/0071—Audiovisual and Multimedia services during the 2022 Annual Meetings

We, the undersigned, acknowledge receipt of your Invitation to Bid (RFP) No. ADB/RFP/CHGS/2022/0071 and hereby confirm that we:

[ ] INTEND [ ] DO NOT INTEND
to submit our offer to the Bank by the deadline of 22 April 2022 at 12:00 p.m. Abidjan time and that

[ ] INTEND [ ] DO NOT INTEND
to send one (1) authorized representative to the pre-bid conference.

Name & Title of Authorized Representative:_______________________________________________

Company Name and Address:__________________________________________________________

Telephone No: (____) ____________________________

Email ____________________________ Signature: ____________________________

If you do not to submit an offer to the Bank please indicate the reason:

[ ] We do not offer this product or service.
[ ] Specifications too “tight”,
[ ] Specifications are unclear (please explain below)
[ ] We are unable to meet specifications.
[ ] Insufficient time to response to RFP but keep our name on your bidder’s list for future reference.
[ ] We are unable to meet insurance requirements.
[ ] Remove us from your bidder’s list for this particular commodity or service.
[ ] Others: (Please specify________________________________________________________)

FURTHER REMARKS: (e.g., name change, address, phone,)

__________________________________________________________________________
SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE
Appendix 7A

(To be included in the Financial Proposal)

BID SUBMISSION FORM

To the African Development Bank
01 BP 1387
Avenue Joseph Anoma-Plateau
Abidjan, Côte d'Ivoire

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2022/0071 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 __________________________
PRICE SCHEDULE

**LOT 1 - Video Camera, Editors and Video Crew for coverage, reports and interviews. Setup Broadcast Master Control Room with Video Crew to run it and provide editing suites and crew.**

Financial offer should be all-inclusive, covering all cost elements: human resources, equipment, consumable, transport and logistics. Bidders are requested to indicate total price as a lump sum.

<table>
<thead>
<tr>
<th>Item</th>
<th>Position</th>
<th>Quantity</th>
<th>Unit Price ($, excl.tax)</th>
<th># of days</th>
<th>Total ($, excl.tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1. Video Equipment:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>9 4K cameras with compact flash cards (type Sony XDCAM)</td>
<td>9</td>
<td>9 per day</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>16 batteries (autonomy 6 hours)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9 tripods (type MVH502A, 546BK-1 PRO VIDEO)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>8 wireless microphones (Lapel mic new generation)</td>
<td>8</td>
<td>8 per day</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>3 Boom Mics</td>
<td>3</td>
<td>3 per day</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>8 LED lights torches (type Litepanels MICRO KIT)</td>
<td></td>
<td>8 per day</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>8 professional headsets (type SENNHEISER HD 25 1 II BE)</td>
<td>8</td>
<td>8 per day</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td>1 Mac computer for Voice over with microphones and accessories</td>
<td>1</td>
<td>1 per day</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>g.</td>
<td>Setup Mobile studio to cover interview with branding that include below</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Autocue camera teleprompter for videotaping Governors’ statutory speeches</td>
<td></td>
<td></td>
<td>1 per day</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>- Digital control room: control monitors, control screens and 2 display monitors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1.2. Crew</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>1 team leader (work organization, workflow, team management, executive decisions)</td>
<td>1</td>
<td>1 per day</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>9 cameramen (including 4 video reporters)</td>
<td>9</td>
<td>9 per day</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>3 assistants</td>
<td>3</td>
<td>3 per day</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>4 journalists (Bilingual)</td>
<td>4</td>
<td>4 per day</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>1 Autocue Teleprompter Operator with computer</td>
<td>1</td>
<td>1 per day</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td>1 Rush Assistant</td>
<td>1</td>
<td>1 per day</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>
1.3. Editing Equipment (minimum)

<table>
<thead>
<tr>
<th>Option</th>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 6 Mac book pro with FINAL CUT PRO / PREMIERE PRO CC software for Logging with 4 multi-format card readers</td>
<td>6 per day</td>
<td>8</td>
</tr>
<tr>
<td>b. 6 Mac editing stations with FINAL CUT PRO / PREMIERE PRO CC software (each with 2 screens and mouse)</td>
<td>6 per day</td>
<td>8</td>
</tr>
<tr>
<td>c. 1 high stereo speakers</td>
<td>1 per day</td>
<td>8</td>
</tr>
<tr>
<td>d. 8 professional headsets (type SENNHEISER HD 25 1 II BE)</td>
<td>8 per day</td>
<td>8</td>
</tr>
<tr>
<td>e. 1 (mini) cabin for recording voice over (mini cabin with professional micro, tripod, and NOISE FILTER connected to mac computers)</td>
<td>1 per day</td>
<td>6</td>
</tr>
<tr>
<td>f. Setup NAS 60 TB for editor content flow with minimum gigabit network</td>
<td>1 per day</td>
<td>10</td>
</tr>
</tbody>
</table>

1.4. Storage Accessories

<table>
<thead>
<tr>
<th>Option</th>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 2 Professional Hard Drive of 16TB (higher capacity for 4K shooting). (All hard drives will be handed to the Bank)</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>b. 4 Professional Hard drives (Backup Videos) of 4 TB (Hand over to the bank)</td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

1.5. Editors and Journalists:

<table>
<thead>
<tr>
<th>Option</th>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 4 video editors</td>
<td>4 per day</td>
<td>8</td>
</tr>
<tr>
<td>b. 2 editing assistants</td>
<td>2 per day</td>
<td>8</td>
</tr>
<tr>
<td>c. 1 production assistant</td>
<td>1 per day</td>
<td>8</td>
</tr>
<tr>
<td>d. 3 journalists for voice off and translations (Bilingual)</td>
<td>3 per day</td>
<td>8</td>
</tr>
</tbody>
</table>

Grand total

NB: The Annual Meetings will be from 23 to 27 May 2022. The services of the providers to be retained will be for a period of Ten (10) days from 20 to 30 May 2022.

2 This is not subject to rental
LOT 2 - Still camera, Photographers, Photo Crew and Photo Editors

<table>
<thead>
<tr>
<th>Item Position</th>
<th>Quantity</th>
<th>Unit Price ($, excl.tax)</th>
<th># of days</th>
<th>Total ($, excl.tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.1. Photographers and coordinator</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. 6 photographers with their HD devices (minimum resolution of 23 mega pixels). Each with a wide-angle lens and telephoto lens. All photographers should be able to take quality pictures in dark environments. Each photographer should be equipped with bright lenses: f/2.8 for 70-200 lenses, f/2.8 for 24-70mm lenses, f/1.4 or 1.8 for 35, 50 or 55 mm lenses, f/1.4 for 80 mm lenses. Special attention should be paid to the quality of the pictures, especially those shot in dark conditions. Each photographer should be equipped with at least 70-200 mm and 35 / 50 / 55 mm lenses with the highest luminosity available in the range.</td>
<td>6 per day</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. 1 coordinator with laptop and a card reader</td>
<td>1 per day</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. 2 Photo editors with computers</td>
<td>2 per day</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.2. Storage Accessories</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. 2 mobile external hard drives (Lacie Mobile Drive 6.0) 4TB (1 for archiving the pictures, the second one for backup, Hander over to multimedia Team).</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand total

LOT 3 - Multi language Live Streaming Codec, Encoder, decoder, Switcher and Technical Team

<table>
<thead>
<tr>
<th>Item Position</th>
<th>Quantity</th>
<th>Unit Price ($, excl. VAT)</th>
<th># of days</th>
<th>Total ($, excl. VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.1 Equipment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. 3 Live Streaming Codec (2 Fixed, 1 Mobile Unit) for Support YouTube/Vimeo (All Codec must support multi language and NDI)</td>
<td>3 per day</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. 1 Static Video Camera with Tripod for Live Movement Feed</td>
<td>1 per day</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Setup junction to get video and audio feed from meeting room to central location to do live streaming using optical fiber or NDI network.</td>
<td>1 per day</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3.2 Crew:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. 2 Live Stream Engineers with computers</td>
<td>2 per day</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. 2 Live Streaming Technician with computers</td>
<td>2 per day</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. 3 Remote Live Streaming/Content Management Engineer (Live, VoD and Screen Update)</td>
<td>3 per day</td>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3 This is not subject to rental
**d. 3 Remote cloud transcoding engineers for Multilanguage Vimeo, YouTube, Facebook and LinkedIn**  
**3 per day**  
**6**

<table>
<thead>
<tr>
<th>Grand total</th>
<th></th>
</tr>
</thead>
</table>

**LOT 4 - Video Wall, hexagonal display wall branding with curved Ticket Switcher, video processor, Video Server (NDI Supporting), Digital Screen and Technical Team**

<table>
<thead>
<tr>
<th>Item</th>
<th>Position</th>
<th>Quantity</th>
<th>U.Price ($, excl. VAT)</th>
<th># of days</th>
<th>Total ($, excl. VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4.1. Equipment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>1 X P2 Pixel Pitch LED Video Wall 6 m x 1.5 m (Include Video Switcher, 10 Video Inputs, Video Wall Branding: see next page)</td>
<td>1 per day</td>
<td></td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>2 Laptop with HDMI out for video inputs in video wall.</td>
<td>2 per day</td>
<td></td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>1 Video wall server for split screen as per our requirement in custom layout</td>
<td>1 per day</td>
<td></td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>1 Outdoor/Indoor Speaker Connected with Video Wall’s Audio Switcher</td>
<td>1 per day</td>
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<tr>
<td>e.</td>
<td>1 x Video Server</td>
<td>1 per day</td>
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<td>f.</td>
<td>25 Screen Cloud OS device (Hand over to the bank) No Rental</td>
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<td>g.</td>
<td>2 x UltraStudio 4K Mini with 128 GB SD Card with HDMI to AVI Convertor (Hand over to the bank) No Rental</td>
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<td>h.</td>
<td>2 x H.265/H.264 HDMI Video Encoder Support RTMP/RTMPS/RTSP/UDP/RTP/HTTP/FLV, HDMI to IP Encoder (Hand over to the bank) No Rental</td>
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<tr>
<td>i.</td>
<td>1 x Video Processor</td>
<td>1 per day</td>
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| j. | Branding for Video Wall :  
 i. 2 x Hexagonal structure to support 6 65” display units.  
 ii. 2 x 6 x 65” LED Display with HDMI input and USB inputs  
 iii. 2 x 1 x Ticketing Display with Video switcher and input by 1 laptop applications | 1 per day | | 7 | |
| **4.2. Crew:** | | | | | |
| a. | 2 onsite Video wall Screen Engineer with computers | 1 per day | | 7 | |
| b. | 2 onsite Video wall Screen Technicians with computers | 2 per day | | 7 | |
| c. | 6 Remote Content Management Engineer (For Support Video Wall and Hexagon screen) | 3 per day | | 7 | |
| d. | 4 Remote Content Customizer and Editor (Video, Photo) for Screen | 2 per day | | 7 | |

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## LOT 5 - Cloud Content management, Digital Signage, AfDB TV, Archiving & Remote Support

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<th># of days</th>
<th>Total ($, excl. VAT)</th>
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### 5.1. Remote Infrastructure
| a.   | 700 mbps Internet speed backup with different ISP provider | 1 | | 7 | 7 |
| b.   | Content Network Operation Center with 5 Display for monitor playlist | 1 | | 7 | 7 |
| c.   | 6 TB cloud storage for data management | 1 | | 7 | 7 |
| d.   | Local Storage NAS 20 TB | 1 | | 7 | 7 |
| e.   | Round the clock office facility to work crew remotely | 1 | | 7 | 7 |
| f.   | All resources have dedicated system with standard application | 1 | | 7 | 7 |
| g.   | Power backup (Remote Infra support) | 1 | | | |
### 5.2. Crew:
| a.   | 2 x Remote Photo Content Archivist for flickr, SmugMug afdb, SmugMug PRST and shared link for Dropbox | 2 per day | 10 |
| b.   | 2 x Remote Video Content Archivist for Vimeo, YouTube afdb, YouTube PRST and dropbox | 2 per day | 10 |
| c.   | 2 Remote resource for AfDB TV content manager | 2 per day | 7 |
| d.   | 3 Remote resource for digital screen management across events sites, include hotels and afdb offices | 3 per day | 7 |
| e.   | 2 Remote Senior Video/Photos Journalist | 2 per day | 10 |
| f.   | 8 Remote Video/Photos Journalist | 8 per day | 10 |

**Grand total**
**SECTION 8 – PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK**

**ARTICLE 3: ELIGIBILITY**

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

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

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

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

- 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

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## NON REGIONAL COUNTRIES

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PART II – GENERAL AND SPECIFIC CONDITIONS

Annex 1

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 encountered which may jeopardize the performance of the Agreement.

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

1.10.5 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.

1.11 Inspection, Acceptance or Rejection

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

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

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

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

1.12 Warranty

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

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

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

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

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

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

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

1.13 Suspension

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

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

1.14 Termination

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

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

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

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

1.14.5 Upon receipt of the notice of termination under paragraphs 1.14.1, 1.14.2, 1.14.3 or 1.14.4, the Supplier shall, either immediately or upon such date as is specified in the notice of termination cease all further work under this Agreement, except for such work as the Bank may specify in the notice of termination for the sole purpose of protecting that part of the goods already delivered or of services already rendered or except for any work required in order to leave the site in a clean and safe condition. Subject to paragraph 1.14.6, the Supplier shall be entitled to be paid the Price specified in the Agreement attributable to the portion of the Agreement executed as at the date of termination, including all services provided and goods delivered, and reasonable costs, if any, incurred in 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 rights, and shall guarantee the Bank against any claim.

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

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

1.19.7

1.19.8 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.

1.19.9 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.
PART II - Annex 2

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

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

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

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

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

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

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

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

YOUR OBLIGATION

4. Labour:

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

4.2. Child Labour: The Bank expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that

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This principle is set out in the ILO fundamental conventions, No. 29, Forced Labor, 1930, its Protocol of 2014 and No. 105, Abolition of Forced Labor, 1957.

Audiovisual and Multimedia for the 2022 Annual Meetings

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Immeuble Siège - 01 BP 1387 Abidjan 01 Cote d’Ivoire – Courriel: tender@afdb.org - Internet: www.afdb.org
4.3. Discrimination: The Bank expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, gender, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place. The BANK expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

4.4. Wages, Working Hours and Other Conditions of Work: The Bank expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the Bank and the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers must be complying with the ILO Conventions, Recommendations and Codes of Practice.

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

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

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

4.8. Sexual exploitation: Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the Bank. Prior to entering into agreements with the Bank, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the BANK. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of morality of such persons, (2) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for gender, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The Bank expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The BANK also
expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. Bank contracts will contain provisions concerning a supplier’s obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the Bank.

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

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

5. **Environment**:

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

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

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

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

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

6. **Ethical conduct**:

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

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

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

6.4. **Post-employment restrictions**: Post-employment restrictions may apply to Bank staff in service and former Bank staff members who participated in the procurement process, if such persons had prior professional

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10 This prohibition arises out from the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on their Destruction (Ottawa Treaty, the Anti-Personnel Mine Ban Convention). The Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on Their Destruction is the cornerstone of the international effort to end the suffering and casualties caused by anti-personnel mines. The Convention was adopted on 18 September 1997 and it entered into force on 1 March 1999. To date, 164 States have formally agreed to be bound by the Convention. The Convention provides a framework for mine action, seeking both to end existing suffering and to prevent future suffering. It bans the use, stockpiling, production and transfer of anti-personnel mines. In addition, States that accede to the Convention accept that they will destroy both stockpiled and emplaced anti-personnel mines, and assist the victims of landmines (https://www.apminebanconvention.org/overview-and-convention-text/).
dealings with suppliers. Bank suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

6.5. Money laundering: The Bank expects its suppliers to comply with Legislation, regulations\(^\text{11}\) and the best international standards for combating money laundering and terrorism financing. Money laundering is defined as the process where the identity of the proceeds of crime are so disguised that it gives the appearance of legitimate income. Criminals specifically target financial services firms through which they attempt to launder criminal proceeds without the firm’s knowledge or suspicions. The Bank encourages suppliers to adopt AML/CFT compliance strategies to avoid such situations.

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

6.7. Social Corporate Liability: The Bank suppliers are encouraged to promote the social responsibilities of business and their contribution to the decent work agenda shall be regarded by the Bank has a central part of Banks efforts to promote economic and social progress\(^\text{12}\).

**You undertake to:**

7. Act in good faith:
   7.1. execute Your obligations with the highest professional standard to the industry standards and practices in which you operate and in accordance with the provisions of the contract;
   7.2. Refrain from any action that may represent reputational risk to us.

8. Fulfil an advisory and partnership role:
   8.1. Exercise due care, diligence and skill in providing expert and advisory services, when required, on the implementation and performance of the goods, services and/or works under the contract.

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

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

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

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

13. Submit to Audit:

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\(^{11}\) SCA-licensed entities with the provisions of Federal Law No. (4) of 2002 Concerning Combating Money Laundering Crimes and Terrorism Financing; the amendments thereof; and the regulations issued thereunder and with the SCA Board Chairman’s Resolution No. (17/R) of 2010 Concerning Anti-Money Laundering and Counter-Terrorism Financing Procedures and the amendments thereof.

\(^{12}\) “Corporate Social Responsibility is one of the important ways today in which enterprises affirm their principles and values, both in their own internal processes and operations and in their interaction with other actors. While enterprises are increasingly reflecting the principles that underpin international labor standards in their CSR policies, for the ILO it is important to emphasize the voluntary nature of CSR” (cf. https://www.ilo.org/empent/Informationresources/WCMS_101253/lang--en/index.htm).
13.1. Permit us to inspect your accounts and records relating to your performance of the contract and have them audited by auditors appointed by us.

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

**OUR OBLIGATION**

We will:

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

Contacts: Any questions related to this Code of Conduct can be addressed to the African Development Bank Corporate Procurement Division (CHGS.2) at email: corporateprocurement@afdb.org.
PAR II Annex 3

FRAMEWORK CONTRACT N° : ABD/CTR/CHGS/2022/0071\(^\text{13}\)

FOR THE PROVISION OF AUDIOVISUAL AND MULTIMEDIA ACTIVITIES
FOR ANNUAL MEETINGS OF THE AFRICAN DEVELOPMENT BANK

BETWEEN

THE AFRICAN DEVELOPMENT BANK

AND

XXXXXXXX

\(^{13}\) This is just sample and might be subject to changes
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 01 BP 1387, Abidjan 01, COTE d'IVOIRE of the one part, and xxxxxxx formed and existing under the laws of xxxxxxx (hereinafter called the "Contractor"), whose address is xxxxxxxxxxxxxxx of the other part.

WHEREAS:

(i) The African Development Bank Group (AfDB) is a multilateral development finance institution established in 1964 to fight poverty and promote sustainable economic growth and social progress in Africa;
(ii) The Bank’s annual flagship event is its Annual Meetings of the Boards of Governors, this year held being in ACCRA, GHANA. As many as 4,000 African and non-African delegates – government, business, civil society– will be present, there will be a large number of up to 400 press representatives;
(iii) The Bank through its Communications and External Relations Department (PCER) has decided to retain a high standard provider specialized in audiovisual and multimedia services to provide support and technical assistance;
(iv) Following a competitive bidding process, the Bank has retained the Contractor.
(v) The Contractor represents and warrants that it possesses the requisite experience, qualifications, competence and skills to perform the Services hereunder and to carry out all of the duties and responsibilities set out in this Contract and that all information given concerning such experience, qualifications, competence and skills is accurate;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES AND CONTRACTUAL DOCUMENTS

1.1. The services to be performed by the Contractor under this Framework Contract (hereinafter called the "Services") are described in the terms of reference attached hereto as Annex 1 (hereinafter called the "Terms of Reference") and forming an integral part hereof.

1.2. Notwithstanding Article XV hereof, the Bank shall be entitled to modify the Terms of Reference provided however, that no such modification shall change the essential nature or purpose of the Services. If, as a consequence of such modification, the scope of the Services is significantly changed, the Contract Amount (as defined in Section 8.1 hereof) and/or the Contract period may be adjusted by the Bank.

1.3. The following documents shall constitute the Framework Contract between the Bank and the Contractor and each shall be read and construed as an integral part of the Contract:
   (a) This Framework Contract;
   (b) Annex I: The Terms of Reference
   (c) Annex II: Payment Schedule
   (d) Appendix 1: The Bank’s General Terms and Conditions of Purchase for Goods, Works and Services
ARTICLE II:
COMMENCEMENT AND DURATION
The Contractor shall commence the Services for the 2022 Annual Meetings on xxxxx for a period of xxxx days inclusive in accordance with the schedules and time limits established under the Terms of Reference, or as otherwise indicated to the Contractor in writing by the Bank. The framework agreements is renewable yearly subject to satisfactory performance.

ARTICLE III:
DUTIES OF THE CONTRACTOR
3.1. 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.

3.2. The Contractor shall report regularly to the Bank and seek guidance and direction therefrom on all matters relating to this Contract and the performance of the Services hereunder.

3.3. The Contractor shall perform the Services to the satisfaction of the Bank in accordance with the Terms of Reference and shall submit to the Bank satisfactory and complete report(s) as required under the Terms of Reference.

3.4. The Contractor designates xxxxxxxxxx as the project’s leader to spearhead and coordinate the performance of the Services 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 include, but are not limited to, daily supervision and oversight of the Services and all communications between the Contractor and the Bank.

3.5. The Contractor shall provide the services of qualified experts and employees through all stages of this Contract and shall identify such experts to the Bank for approval prior to the commencement of the Services. Any change of such experts shall be subject to the Bank’s prior written approval. The Contractor shall upon written request from the Bank, promptly replace at its own expense any member of the Contractor’s project team who the Bank considers unfit or otherwise unsatisfactory with experts approved by the Bank.

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

3.7. The Contractor shall seek and obtain all necessary visas and/or residence permits as shall be required for carrying out the Services and for performing its obligations under this Contract. The Bank shall, as necessary, use reasonable efforts to assist the Contractor in obtaining such visas and/or residence permits.

3.8. 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 Services or performing its other obligations under this Contract.

3.9. The Contractor, by signing this Contract, covenants that neither itself nor any of its experts, employees or agents has any public or private interest, direct or indirect, nor shall acquire directly or indirectly any such interest which does or 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.
3.10. Except as otherwise agreed by the Bank in writing during the term of this Contract, the Contractor and any entity in which the Contractor has a professional participation or interest shall be disqualified from supplying any goods, performing any work or service related to or resulting from the Services.

ARTICLE IV:
REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

4.3. The Contractor represents and warrants to the Bank that: (i) the execution and delivery by the Contractor of this Contract, the consummation of the transactions contemplated hereby and the performance by the Contractor of this Contract will not violate, conflict with or result in the breach of any of the terms and conditions of, or otherwise give any other contracting party the right to terminate, any contract, agreement, license, franchise, commitment or binding arrangement to which the Contractor is a party and which would otherwise be material to the performance by the Contractor of its obligations hereunder; and (ii) the Contractor possesses and will maintain all required licenses, and permits in respect of, or otherwise possesses and will maintain good and valid title to, all the intellectual and other property necessary for the performance of its obligations hereunder. The foregoing representations and warranties of the Contractor shall survive the termination of this Contract.

ARTICLE V:
INSURANCE

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

ARTICLE VI:
RELATIONSHIP OF THE PARTIES, INDEMNIFICATION

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

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

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

ARTICLE VII: CONTRACTOR’S INABILITY TO PERFORM SERVICES

If, at any time and for whatever reason, in the opinion of the Bank the Contractor is unable to perform or to complete the performance of the Services in a manner satisfactory to the Bank, the Bank may, at its option, either terminate this Contract, or extend the time within which the Services are to be performed. Any additional costs or expenses to the Bank arising from such extension shall be borne by the Contractor.

ARTICLE VIII: PAYMENT FOR THE SERVICES

8.1. The Bank shall, subject to satisfactory performance of the Services, pay to the Contractor the amounts specified in Section 1 of Annex II to this Contract (hereinafter collectively referred to as the “Contract Amount”, which Annex II forms an integral part hereof.

8.2. Payment of the Contract Amount shall be in accordance with the modalities specified in Section 2 of Annex II to this Contract.

ARTICLE IX: COPYRIGHT, CONFIDENTIALITY AND OWNERSHIP

9.1. The Contractor shall not at any time without written authorization from the Bank, communicate to any person or entity any Confidential Information disclosed to it for the purpose of performing the Services or obtained by it in the course of performing the Services, or make any public statements concerning this Contract. All Confidential Information shall be treated as confidential by the Contractor and the Contractor’s Associates and remain the property of the Bank. The Contractor and the Contractor’s Associates shall not be entitled to use or copy such Confidential Information for any purpose not related to this Contract. For purposes hereof, “Confidential Information” refers to all documents, statistics, reports, data or other information whether in written, oral or other tangible form provided, or made available to, or created, obtained, compiled or prepared by the Contractor in respect of, in connection with or by virtue of this Contract.

9.2. The Contractor shall exercise sufficient control over any Confidential Information in order to preserve the confidential nature thereof, and to safeguard the Confidential Information from theft and/or access by unauthorised personnel and third parties and to ensure that Confidential Information is not used in an unauthorised manner.

9.3. The obligations of the Contractor under Section 9.1 of this Contract will not be deemed to have been breached to the extent that Confidential Information: (a) is disclosed by the Contractor to the Contractor's Associates solely in order to comply with obligations, or exercise rights, under this Contract; or (b) is in the public domain other than due to a breach of Section 9.1. Where the Contractor discloses Confidential Information to another person pursuant to clause (a) above, the Contractor will (a) notify the receiving person that the information is Confidential Information and (b) not provide the Confidential Information unless the receiving person agrees to comply with the terms and conditions set forth in Section 9.1. In every instance, the Contractor shall notify the Bank
(a) of such disclosure to the Contractor’s Associates prior to making such disclosure, and (b) promptly of any breach of its confidentiality obligations when it has learnt of such a breach.

9.4. The Contractor shall not publish or cause or permit to be published, without the prior written approval of the Bank, the existence of this Contract nor any conclusions or recommendations nor part thereof formulated in the course of or as a result of the performance of the Services.

9.5. All proprietary and intellectual property rights in all documents, reports, statistics, data and other information provided, made available to, or created, obtained, compiled or prepared by, the Contractor in the course of carrying out the Services shall be vested in and become the property of the Bank. All such documents, reports, statistics, data and any other information shall, upon the completion of Services or termination of this Contract, be promptly returned to the Bank. Such materials shall be sorted and indexed by the Contractor in a manner acceptable to the Bank prior to delivery to the Bank.

9.6. The Contractor further agrees to include the contents of this Article in all subcontracts and consulting agreements entered into by the Contractor for the performance of Services under this Contract.

9.7. The provisions of this Article shall survive the expiration or the termination of this Contract.

ARTICLE X:
ASSIGNMENT AND SUBCONTRACTING

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

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

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

ARTICLE XI:
FORCE MAJEURE

11.1. "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 Contract, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of such party, and (d) occurs without the fault or negligence of such party.

11.2. 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.

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

11.4. In the event of Force Majeure which delays performance of this Contract or any part thereof by more than Sixty (60) days, either party shall have the right, by notice to the other party, to terminate this Contract.
ARTICLE XII:
FRAUD AND CORRUPTION

12.1. The Contractor represents and warrants that no employee of the Bank involved in the award of this Contract, has received, or will receive, directly or indirectly, any benefit or advantage from the Contractor, or any of the Contractor’s Associates, resulting from the award of this Contract or its performance.

12.2. If the Contractor or any of the Contractor’s Associates is found to have engaged in any corrupt or fraudulent practice in connection with this Contract, the Bank may, in its sole discretion, do any or a 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 Contractor ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Contractor. For purposes hereof, "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an individual in the procurement process or in contract execution, and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, or collusive practice among bidders prior to or after bid submission.

ARTICLE XIII:
TERMINATION

13.1. The Bank may terminate this Contract at any time without advance notice in the event the Contractor engages in misconduct. For purposes hereof, “misconduct” means conduct that is unlawful or improper, and that the Bank determines in its discretion, reflects seriously and adversely on the Bank.

13.2. The Bank may, upon giving not less than sixty (60) days' notice in writing to the Contractor, terminate this Contract if the Bank determines that the Contractor has failed to perform satisfactorily the Services or to otherwise comply with any of its obligations under this Contract.

13.3. The Bank may, at its option and in its sole discretion, terminate this Contract when it is in the interest of or the convenience of the Bank to do so, provided, that the Contractor shall in such event be given prior notice of not less than thirty (30) days of such termination.

13.4. The Contractor may terminate this Contract if the Bank has, within a period of forty-five (45) days after the due date, failed to pay any amount due to it in respect of which no dispute has arisen.

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

13.6. 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, in accordance with Section 9.4 hereof, 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.

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

ARTICLE XIV:
DISPUTE SETTLEMENT

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

14.2. 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 disagreement, either party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force.

14.3. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) days after the date of the Notice of Dispute, the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration (“LCIA”) shall act as the appointing authority.


14.5. The language to be used in the arbitral proceedings shall be English.

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

14.7. 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.

14.8. The provisions of this Article shall survive the termination of this Contract.

**ARTICLE XV: MODIFICATION OR AMENDMENT**

Subject to Section 1.2 hereof, no changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by both parties hereto.

**ARTICLE XVI: EFFECTIVE DATE AND EXPIRY**

16.1. This Contract shall enter into force on the Effective Date which shall be the date of last signature by the parties).

16.2. Unless terminated under Article VII, XI, XII or XIII hereof or unless otherwise indicated in writing by the Bank, this Contract shall expire no later than the earlier of ……………… or date on which all obligations arising out of or under this Contract have been discharged, except for those expressly stated to survive the termination of this Contract.

**ARTICLE XVII: NOTICES**

17.1. All notices or requests required or permitted to be given or made shall in the case of the Bank be addressed or made to the Director, Communications & External Relations Department (PCER), or such officer duly authorised by it in writing to receive or act upon the same.

17.2. Any notice or request to be given or made under this Contract shall be in writing and have been duly made or given when delivered by hand, or by certified mail or by facsimile to the party to the following address, or such other address as any of the parties may have notified to the other party in writing.
FOR THE BANK

Mailing Address          The African Development Bank
                          01 BP 1387, Abidjan 01
                          COTE d’IVOIRE
Attention: (i) Division Manager, CHGS.2
And also: (ii) The Director, PCER

FOR THE CONTRACTOR

Mailing Address          XXXXX
                          XXXXX
                          Tel: +XXXXXXX
                          E-mail: XXXXX

ARTICLE XVIII:
GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of England.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on the respective dates specified below.

<table>
<thead>
<tr>
<th>FOR THE CONTRACTOR</th>
<th>FOR THE AFRICAN DEVELOPMENT BANK</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________________</td>
<td>________________________________</td>
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<tr>
<td>Procurement Officer Corporate Procurement Division</td>
<td></td>
</tr>
<tr>
<td>___________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
## PAR II Annex 5

**Supplier Performance Evaluation Form**

### PERFORMANCE EVALUATION OF SERVICES CONTRACT PROVIDERS

<table>
<thead>
<tr>
<th>SERVICE PROVIDER</th>
<th>PURPOSE OF CONTRACT</th>
<th>CONTRACT REFERENCE</th>
<th>DATE OF EFFECTIVENESS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Progress Report</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Final Evaluation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPANSION DATE</th>
<th>Would you use this contractor again</th>
<th>YES/NO (if not, attach an explanation)</th>
</tr>
</thead>
</table>

### EVALUATION PERIOD

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>COEFFICIENT (1-3)</th>
<th>RATING (1-10)</th>
<th>TOTAL SCORED</th>
<th>Maximum Possible Score</th>
<th>COMMENTS</th>
</tr>
</thead>
</table>

| 1. CONTRACT SUPERVISION Quality | - | - | - | - | - |
| 2. COMPLIANCE WITH RULES | - | - | - | - | - |
| 3. COMPLIANCE WITH TIMEFRAMES | - | - | - | - | - |
| 4. HUMAN RESOURCES | - | - | - | - | - |
| 5. TECHNICAL RESOURCES | - | - | - | - | - |
| 6. APPROPRIATE MEASURES PROPOSED | - | - | - | - | - |
| 7. ANTICIPATION AND PROACTIVE HANDLING OF | - | - | - | - | - |
| 8. PLANNING | - | - | - | - | - |
| 9. COMPLIANCE WITH LOCAL LAWS | - | - | - | - | - |
| 10. COMPLIANCE OF SERVICES EFFECTIVENESS | - | - | - | - | - |
| 11. MANAGEMENT | - | - | - | - | - |
| 12. COST CONTROL | - | - | - | - | - |
| 13. CAPACITY TO UPDATE SYSTEM INSTALLED | - | - | - | - | - |
| 14. TIME FLEXIBILITY | - | - | - | - | - |
| 15. COMPLIANCE WITH CONTRACT CLAUSES | - | - | - | - | - |
| 16. RESPECT FOR THE WORK ENVIRONMENT | - | - | - | - | - |
| 17. INNOVATION OF SERVICES | - | - | - | - | - |
| 18. SKILLS TRANSFER, TRAINING | - | - | - | - | - |

### TOTAL

| TOTAL | - | - | - | - | - |

Where appropriate, attach a supplementary sheet, related documentation or correspondence giving details.
### ANNEX 6BIS
SUPPLIER FEEDBACK (360 DEGREE) FORM

<table>
<thead>
<tr>
<th>NAME OF SERVICE PROVIDER</th>
<th>CONTRACT TITLE</th>
<th>CONTRACT REFERENCE</th>
<th>START DATE</th>
<th>EXPIRY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>EVALUATION PERIOD</th>
<th>OVERALL PERFORMANCE LEVEL</th>
<th>Very Poor</th>
<th>Poor</th>
<th>Satisfactory</th>
<th>Good</th>
<th>Very Good</th>
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<table>
<thead>
<tr>
<th>EVALUATED BY</th>
<th>POSITION IN THE ORGANISATION</th>
<th>DATE</th>
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<table>
<thead>
<tr>
<th>PERFORMANCE LEVEL</th>
<th>Very Poor</th>
<th>Poor</th>
<th>Satisfactory</th>
<th>Good</th>
<th>Very Good</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>DELIVERY AND SUPPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear and accurate communication of requirements and specification</td>
</tr>
<tr>
<td>Accurate and complete information on Purchase Orders</td>
</tr>
<tr>
<td>Adequately supporting timely delivery by providing adequate lead times, accurate information and limiting late or frequent changes to the requirements</td>
</tr>
<tr>
<td>Staff / project manager attends meetings as required by the parties</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timely payment of invoices in accordance with contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMMUNICATION &amp; RESPONSIVENESS</th>
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Audiovisual and Multimedia for the 2022 Annual Meetings
ADB/CTR/CHGS//2022/0071
Immeuble Siège- 01 BP 1387 Abidjan 01 Cote d'Ivoire – Courriel: tender@afdb.org - Internet: www.afdb.org
## PERFORMANCE LEVEL

<table>
<thead>
<tr>
<th></th>
<th>Very Poor</th>
<th>Poor</th>
<th>Satisfactory</th>
<th>Good</th>
<th>Very Good</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timely response in a professional and efficient manner</td>
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<tr>
<td>Clear instructions are provided. No conflicting communication from various parties within the organization</td>
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<tr>
<td>The technology infrastructure is effective, increasing the efficiency of doing business</td>
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<tr>
<td>Staff / project manager demonstrates appropriate subject matter knowledge and provides effective response to inquiries</td>
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<tr>
<td>Proactively provides options to resolve and eliminate identified problems</td>
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</tbody>
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## PARTNERSHIP

|                                                                 |           |      |              |      |           |
| Receptive to discussing ideas for collaboration on products, service innovation and continuous improvement |           |      |              |      |           |
| Regular communication and proactive feedback                      |           |      |              |      |           |
| Working together collaboratively to execute the contract           |           |      |              |      |           |

### Comments

### SELF-ASSESSMENT AND CONTINUOUS SERVICE IMPROVEMENT

|                                                                 |           |      |              |      |           |
| Do you agree with the Bank’s evaluation of your performance? If you disagree, provide reasons. |           |      |              |      |           |
| How the service provision can be optimized in terms of costs, service levels, quality or sustainability? |           |      |              |      |           |
| Any other comments                                                 |           |      |              |      |           |