Request for Proposal (RFP)
Event Management Services
for the Japan-Africa Business Forum

REF: ADB/RFP/SNAR/2017/001
SUMMARY DESCRIPTION

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation
This Section is a letter from the Bank addressed to potential Vendors 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 Vendors 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 Vendors 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 Vendors, including Vendors’ 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,

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

2. The proposals submitted by Vendors shall be received by the Bank on or before the date and time and in the manner specified in Section 3. The Bank’s requirement is set out in Section 3, Section 4 and Section 5.

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

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

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

6. The information contained in the RFP is designed to enable Vendors complete and submit proposals. Vendors shall read the RFP carefully and ensure proposals comply with the instructions provided in the RFP. Vendors 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 Requirements (Section 8) and Conditions of Contract (Section 9). The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology (Section 5). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.

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


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

Tadashi YOKOYAMA
Head, External Representation Office for Asia
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 specified in the RFP Data Sheet of its pertinent passages in which case, for the purpose of interpretation of the proposal, the translation shall govern.

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

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

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

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

15. **Meeting the Bank’s Requirements**
   15.1. Unless otherwise provided, bidders shall meet the Bank’s requirements by the deadline for submission of proposals.
   15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank 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:
   a) the RFP reference;
   b) the mention “Technical Proposal” or “Financial Proposal” as the case may be; and
   c) the name and address of the bidder.

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

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

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

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

32.9. When delivered by hand, the proposal shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 12.00 hrs. and from 14.00 hrs. to 18.00 hrs., Monday through Friday except for holidays observed by the Bank. Delivery to any other office
of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

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

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

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

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

**EXAMINATION OF PROPOSALS**

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

36. **Clarification of Proposals**

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

36.1.1. Require any bidder to clarify any part of its proposal;
36.1.2. Require any bidder to provide further information or documentation;
36.1.3. Undertake site visit to any bidder; or
36.1.4. Contact referees provided by any bidder.

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

37. **Determination of Responsiveness**

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

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

37.2. A material deviation, reservation or omission is one that,

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 brief 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 predetermined 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@afdb.org and quote the tender reference.
### SECTION 3 – RFP DATA SHEET

The numbering below refers to the appropriate numbering of the introduction

<p>| § 1 | The goods and services to be provided for Event Management Services for the Japan-Africa Business Forum and as outlined in Section 4. To qualify for award, Vendors (including each partner in a joint venture or partnership, subcontractors) shall meet the pass/fail qualification criteria stipulated in Appendix 6D. |
| § 7 | Request for clarification and/or request for change to the RFP shall be sent in writing: (1) by telefax (at the fax number [+81-(0)3-4589-8725] or (2) by electronic mail: <a href="mailto:SNAR_Tender@AFDB.ORG">SNAR_Tender@AFDB.ORG</a> The request shall be received by the Bank no later than: <strong>By 12:00pm on March 8, 2017 (Japan Standard Time)</strong> |
| § 8 | The Bank shall organize a pre-bid meeting: [YES]. <strong>March 10, 2017 (Japan Standard Time)</strong> The time and venue will be informed to the Vendors who express of interests for attending the pre-bid meeting. Questions for pre-bid meeting shall be submitted to (1) by telefax (at the fax number [+81-(0)3-4589-8725]) or (2) by electronic mail: <a href="mailto:SNAR_Tender@AFDB.ORG">SNAR_Tender@AFDB.ORG</a> The pre-bid meeting is a mandatory requirement: [YES] The Vendors wish to attend the pre-bid meeting shall contact ADB, External Representation Office for Asia at the address below: (1) by telefax (at the fax number [+81-(0)3-4589-8725]) or (2) by electronic mail: <a href="mailto:SNAR_Tender@AFDB.ORG">SNAR_Tender@AFDB.ORG</a> |
| § 10 | The language of proposals and all correspondence is: [English. Vendors are allowed to submit Appendix 6G in English or Japanese and any documents officially issued in Japanese shall be in Japanese. However the successful Vendor shall submit certified translation in English for all documents in Japanese.] |
| § 14 | Submission of brochures, general marketing or promotional material with proposal shall be permitted. |
| § 18 | The Vendors will be requested to provide a live demonstration (Presentation of Proposal). |
| § 20 | Alternative proposals are accepted: [NO] |
| § 24 | The prices shall be expressed in [Japanese Yen]. |
| § 25 | The Bank’s requirement is divided into lots [NO] Vendors can submit a proposal for one or multiple lots [NO] |</p>
<table>
<thead>
<tr>
<th>§ 26</th>
<th>The minimum period of validity of proposals is ninety (90) days from the deadline for submission of proposals.</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 27</td>
<td>Bid security is required [NO]</td>
</tr>
<tr>
<td>§ 27.1</td>
<td>If a Bid-Securing declaration form is required: [YES]</td>
</tr>
<tr>
<td></td>
<td>However, the Vendors are required to complete the bid-securing declaration form to secure their proposal. Any proposal not supported by a bid-securing declaration will be automatically disqualified. The Vendors should use the bid-securing declaration form in Section 6.</td>
</tr>
<tr>
<td>§ 28</td>
<td>The deadline for submission of proposals is By 12:00pm on March 27, 2017 (Japan Standard Time)</td>
</tr>
<tr>
<td>§ 31</td>
<td>Proposals shall be submitted electronically via the AfDB e-Procurement portal: [NO]</td>
</tr>
<tr>
<td>§ 32</td>
<td>Proposals shall be submitted by mail, courier or hand delivery: [YES]</td>
</tr>
<tr>
<td></td>
<td>Proposals shall be sent to the following address and the external envelope shall bear the following information:</td>
</tr>
<tr>
<td></td>
<td>African Development Bank, External Representation Office for Asia</td>
</tr>
<tr>
<td></td>
<td>NBF Hibiya Bld. 7F, Uchisaiwai-cho, Chiyoda-ku, Tokyo 100-0011, Japan</td>
</tr>
<tr>
<td></td>
<td>The Proposals shall be delivered during the working hour of Bank, External Representation Office for Asia from 10:00am to 12:00pm and from 13:00pm to 16:00pm (JST)</td>
</tr>
<tr>
<td>§ 47</td>
<td>Performance security is required: [YES]</td>
</tr>
<tr>
<td></td>
<td>The Vendor shall furnish the performance security within ten (10) days from the date of the notice to proceed or contract signature whichever is the earliest and in the amount not less than ten percent (10%) of the Contract Price.</td>
</tr>
<tr>
<td></td>
<td>The Performance Security shall be subject to ICC Uniform Rules for Demand Guarantees (ICC Publication No.458 or 758) and is unconditionally payable against the presentation of Bank’s receipt accompanied by the original Performance Security.</td>
</tr>
<tr>
<td></td>
<td>Validity: To cover the period from the date of signing the Contract Agreement to more than thirty (30) days from the estimated date of completion of the works (maybe extended if so requested).</td>
</tr>
<tr>
<td></td>
<td>The Performance Security will be returned to the Vendor as set out in the Contract Agreement.</td>
</tr>
</tbody>
</table>
| § 48 | Advance payment will be provided to the successful bidder: [YES]  
Payment will be made as set out in the Contract Agreement.  
The successful Vendor will be required to provide Advance Payment Guarantee in the format set out in Section 6.  
The Bank shall make an Advance Payment to the Vendor of maximum 30% of the Contract Price after signing of the Contract Agreement.  
The Advance Payment Guarantee shall be subject to ICC Uniform Rules for Demand Guarantees (ICC Publication No. 458 or 758) and is unconditionally payable against the presentation of Bank’s receipt accompanied by the original Advance Payment Guarantee.  
Validity: To cover the period from the date of signing the Contract Agreement to more than thirty (30) days from the estimated date of completion of the works (maybe extended if so requested).  
The Advance Payment Guarantee will be returned to the Vendor as set out in the Contract Agreement. |
| § 49 | The Bank shall retain 10% of the contract sum until the end of the defects liability period: [NO] |
SECTION 4 – DESCRIPTION OF GOODS / TECHNICAL SPECIFICATION / TERMS OF REFERENCE

1 BACKGROUND INFORMATION

The Bank, External Representation Office for Asia is mandated to promote Bank’s strategic relationships with its Asian Non-Regional Member Countries, namely Japan, South Korea, China, and India. The Bank, External Representation Office for Asia particularly emphasizes on partnership building in the business communities between Asia and Africa through organizing investment and business promotion seminars and conferences in Asian member countries.

The First Japan-Africa Business Forum in Tokyo in 2014, mainly planned and organized by the Bank, External Representation Office for Asia jointly with the African Diplomatic Corps (ADC) in Tokyo, was widely recognized as a flagship event of the Bank’s investment and business promotion efforts between Asia and Africa. This event was particularly successful because the Forum was held one year after TICAD V, which strongly emphasized further enhancement of the business partnerships between Japan and Africa by identifying “promotion of private sector-led economic growth,” as a priority agenda. The Forum attracted more than 1,200 participants and boosted interests of business communities in the TICAD VI.

As the Forum became one of supporting factors, TICAD VI was successfully held in late August, 2016, in Nairobi, Kenya. A large number of Japanese business executives visited Africa during TICAD VI and agreed to accelerate the “promotion of private sector-led economic growth.” This created growing expectations within both the African and Japanese communities for organizing a business forum of this type to share in-depth understandings and business cases in African market. In order to capitalize good outcome of TICAD VI and bridge such outcome to TICAD VII in 2018 by further promoting businesses between Japan and Africa, the Bank, External Representation Office for Asia is planning to host the Second Japan-Africa Business Forum in Tokyo, Japan, in July 2017. During the Forum, many participants of various entities from both Japan and Africa will discuss development and business opportunities in Africa and present their experiences. In addition, the Bank, External Representation Office for Asia will help increase business matching opportunities on this occasion.

2 SCOPE OF ACTIVITIES AND TENTATIVE PROGRAM

The Forum tentatively plans to comprise (a) six plenary sessions for 1.5 days, (3) Regional sessions, Thematic sessions, and Business Partnership Seminars for the rest of half a day, (4) a networking reception and a business matching platform, (5) one or two-days Industry visits, and (6) live streams.

(a) The topics of plenary sessions will touch upon the Bank’s “High 5s” and the TICAD process. With respect to “High 5s,” five sessions will be dedicated to interactive panels moderated by, for example, Japanese and African executives and entrepreneurs or representatives from the public sector. As for the TICAD process, representatives of African Diplomatic Corps (ADC) in Japan and the Japanese Government will share the results and lessons learned from the Yokohama Action Plan and the progress of the Nairobi Declaration.

(b) Regional sessions, Thematic sessions, and Business partnership seminars will take place simultaneously at the venue for half a day, after the plenary sessions, in order to facilitate in-depth understandings of African businesses among participants. Particularly in the regional sessions and business partnership seminars, representatives of Japanese and African public and private sectors will be provided with the opportunity to showcase perspectives about key investment opportunities.
(c) In addition to a networking reception, which will be held on the first night of the Forum, a part
of the conference hall will be allocated as a meeting space for the entire period of the Forum
so that participants can have one-on-one meetings between potential partners and identify
new business linkages. An on-line interface may also function as a platform for matching
and information sharing as well as communication tools.
(d) One or two-days Industry visits will be provided for the third day (and the fourth day (TBD)).
Attendance is voluntary for African participants, but those visits will help them understand
the new source of business opportunities.
(e) Lastly, setting up live streams will increase Forum’s outreach.

<OUTLINE OF THE FORUM>

(a) Date From July 25 to July 26, 2017
*Site Visit will take place on July 27 and July 28, 2017
(b) Venue Conference Hall and Hotel around Hibiya area
(c) Number of Sessions 6 plenary sessions for 1.5 days (invitee only) and
8 sessions and 27 business partnership seminars for
0.5 day (invitees and registered participants)
(d) Expected Number of Participants Approximately 1,300 for general participants
And 5 high level officials and 50 chairs, speakers and
facilitators
(e) Participants Profile Government officials and business persons from
African countries and Japan

3 OBJECTIVES OF THE EVENTS MANAGEMENT VENDOR’S MISSION

The principal objectives are to;
(a) ensure that preparations of the Japan-Africa Business Forum are done in a timely, efficient
and smart manner;
(b) ensure that the facilities, such as conference hall, accommodation, transport, information
technology, media, and catering meet the required standards set out in the Japan-Africa
Business Forum requirements;
(c) ensure that the implementation process is consistent with the established Timeline of the
Events; and
(d) work closely with the Bank and expert(s) assigned by the Bank to ensure the effective
preparation, management and execution of the Events in accordance with the highest
international standards.

4 SCOPE OF ACTIVITIES

The scope of activities of the Events Management Vendor is as follows;
(i) Conference Secretariat – Overall conference management to successfully deliver the
Japan-Africa Business Forum;
(ii) **Program Planning** - Assist the Bank and expert(s) assigned by the Bank to plan the program for the Forum;

(iii) **Business Matching** – Following an advice from the Bank and expert(s) assigned by the Bank, design and operate the system to offer business opportunities for business matching and networking;

(iv) **Liaison and Coordination** – Communication and arrangement with organizers, co-organizers and supporting organizations;

(v) **Invitation, Travel and Visas Management** - Send out Invitations to all participants, including chairs, speakers, facilitators, etc and collect confirmation of participation. Send out Information/logistic note to all participants (arrival details, hotels, visa requirements, general city info etc.) and arrange for VISAs for all participants. Protocol arrangement for VIPs.

(vi) **Speaker Management** – Communication with chairs, speakers and facilitators and manage presentation materials;

(vii) **Sponsorship** - Propose and implement a sponsorship plan for the Forum to support a part of the Forum’s cost particularly cost of the reception in the evening of July 25, 2017. The Forum itself is a free of charge event but the vendors should propose a measure to attract financial support from private corporations for the cost of the reception. This sponsorship plan does not trade speakers’ opportunity during the plenary and parallel sessions. All sponsorship arrangements should be authorized by the Bank;

(viii) **Marketing Strategy** – Propose and implement a brand and media exposure strategy as much cost effective as possible for the purpose of increasing participants for Parallel Sessions, Thematic Sessions and Business Partnership Seminars on July 26, 2017 and raising understanding and support for the Forum. Propose the way to attract media coverage by major daily newspapers and TV news programs including organizing a press conference. The Vendors shall avoid using paid advertisements as much as possible;

(ix) **Technology** - Create a web site for participant’s registration, business matching platform, forum advertisement and communication with speakers and companies;

(x) **Registration** - Identification and registration of participants both online and on-site;

(xi) **Conference Hall and Other Facility** - Identify and evaluating the adequacy, capacity and technical suitability of available conference and reception facilities; the equipment for simultaneous interpretation and multimedia presentations; office facilities for use the proper setup of the facilities with the highest standards;

*Conference Hall, venue for reception and simultaneous interpretation will be designated by the Bank;

(xii) **Arrange Necessary Equipment and Device** – Arrange necessary equipment and device, if necessary;

(xiii) **Printing** – Prepare the printing materials, such as speakers/panelist list, program, etc;

(xiv) **Conference Management** – Manage venue set-up, arrange receptionists, MC, photographer and sound and lighting, prepare venue decorations, sign boards and
intermission slides, logistic manual, shoot Live-Streaming Video, prepare lunch (for all the participants on July 25, 2017 and for VIPs on July 26, 2017) and coffee/tea break, prepare proceedings, arrange for person with disabilities if necessary in accordance with Japanese regulation (Discrimination Act, April 2016), etc;

(xv) **Breakfast Meeting (for chairs, speakers and facilitators)** – Manage venue set-up and forum operation, arrange receptionists, MC, photographer, simultaneous interpretation (JP, EN), order menu, prepare and send invitations, prepare program, etc;

(xvi) **Reception** - Manage venue set-up and forum operation, arrange receptionists, MC, photographer, consecutive interpretation (JP, EN), order menu, prepare and send invitations, prepare program, etc;

(xvii) **Live-Streaming System and Twitter** – Create and operate a live-streaming system and Twitter for plenary session to enable remote audiences to participate in the Forum;

(xviii) **Transportation** - Arrange transportation (1) between airport and hotel and (2) between hotel and venue for VIPs, chair, speakers and facilitators;

(xix) **Site Visit** – Liaise with organizer(s) of site visit, send out Invitations to prospective participants and collect confirmation of participation;

(xx) **Payment for Conference Hall and Facilities** - Payment for designated conference hall and facility;

(xxi) **Cash Management** – Manage cashes, if necessary;

(xxii) **Report** - Submit periodical report and completion report including result of survey; and

(xxiii) **Risk Management** – Identifying risk such as security, accident, etc and control and/or mitigate the risks.

Scope of Activities is subject to change.

### 5 Duties and Responsibilities

(i) Ensure that preparations of the Forum are done in the timely manner;

(ii) Provide advice to the Bank on all matters relating to the successful organization of the Forum;

(iii) Follow-up the identified priority logistics requirements for organizing the Forum. Inform the Bank regularity of the critical issues that may delay adherence to deadline and targets;

(iv) Establish an effective communication system with the chairs, speakers and facilitators to make sure and on the achievement and realization of targets and milestones;

(v) In performing its duties and responsibilities under the contract, the Vendor shall regularly consult and interact with Bank and the expert(s). This will include frequent visits to the venue of the meeting; and
(vi) The Vendor will work closely with the Bank that may have to provide facilities for organizing the Forum. Vendor’s representatives should visit there regularly to monitor activities on the ground.

6 Outputs/Deliverables

The Vendor shall successfully deliver the Japan-Africa Business Forum.

7 Reporting

The Vendor shall prepare and submit to Bank for review and comments, periodic reports, as agreed, on progress on all aspects of the preparation of the Forum. The Vendor shall also submit the completion report including result of the participants questionnaire to be carried out at the end of the Forum.

8 Duration of the Framework Contract

The Bank intends to sign a non-exclusive framework contract with the selected bidder for an initial period of six (6) months renewable for the same period, on the same terms and conditions, upon satisfactory performance for a maximum of duration one (1) year.

During the validity period of the agreement, the Bank may request the selected Vendor to execute similar ad-hoc assignments. Prices negotiated for additional assignments will become an integral part of the framework contract. The Bank does not guarantee a minimum volume of activities during the extended period of the contract. Quotations will be requested from the selected Vendor on a need basis, and the Bank will issue a purchase order based on the agreed negotiated price.
SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

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

2) Technical proposals determined to meet the minimum pass/fail criteria shall be evaluated using a one-stage evaluation procedure. The Selection of bidders will be based on technical quality only.

3) **TECHNICAL EVALUATION**

Following Pass/Fail assessment, responsive offers will be subject to a technical analysis. The Bank shall carry out evaluation applying the evaluation criteria and point systems specified below. Each responsive proposal shall be attributed a technical score:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Competence and Experience of the Vendor</td>
<td>25</td>
</tr>
<tr>
<td>Reputation of organization and staff / credibility / reliability</td>
<td>5</td>
</tr>
<tr>
<td>General Organizational Capability which is likely to affect implementation (e.g. Financial stability, project management controls, partnership and networks, etc.)</td>
<td>5</td>
</tr>
<tr>
<td>Relevance of: - Specialized Knowledge - Experience on Similar Events - Experience on Events in the Region Provide at least 3 examples of satisfactory performance under similar assignments.</td>
<td>15</td>
</tr>
<tr>
<td>Proposed Methodology and Approach</td>
<td>35</td>
</tr>
<tr>
<td>Degree of understanding of the Terms of Reference</td>
<td>4</td>
</tr>
<tr>
<td>Adequacy of technical approach and methodology for implementation of the tasks to deliver the expected outputs and the degree of detail of such outputs.</td>
<td>25</td>
</tr>
<tr>
<td>Relevance of Work Organization, Structure and Composition of the proposed team for successful implementation of the Event.</td>
<td>6</td>
</tr>
<tr>
<td>Work Plan and Schedule</td>
<td>15</td>
</tr>
<tr>
<td>The sequence of activities and tasks, and their planning are logical, realistic and promise efficient implementation of the Event.</td>
<td>8</td>
</tr>
<tr>
<td>The proposed work plan proposes service levels and related indicators, quality assurance procedures, complaint management process, etc.</td>
<td>7</td>
</tr>
<tr>
<td>Key Personnel</td>
<td>15</td>
</tr>
<tr>
<td>Team Leader - Relevant Education - Suitability for the Event - Professional Experience in the area of event management - Language Qualifications (Bilingual - English and Japanese)</td>
<td>10</td>
</tr>
</tbody>
</table>
Event Management Services for the Japan-Africa Business Forum

Others
*Vendor shall propose any other key personnel
- Relevant Education
- Suitability for the Event
- Professional Experience in the area of event management
- Language Qualifications (Bilingual - English and Japanese)

<table>
<thead>
<tr>
<th>Live Demonstration (Presentation of Proposal)</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarity and comprehensiveness of the presentation and its alignment with the technical proposal</td>
<td>10</td>
</tr>
</tbody>
</table>

**TOTAL TECHNICAL SCORE**

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

**FINANCIAL EVALUATION**

The Selection of Vendors will be based on technical quality only. The Vendor with the highest final technical score will be considered for financial negotiation. The Vendor scoring less than 70 points final technical score will be rejected.

**4) FINANCIAL NEGOCIATION**

The Vendor obtaining the Highest Qualifying Technical Score (above 70 points) will be ranked first and eligible for further consideration.

The Vendor obtaining the Highest Qualifying Technical Score will be eligible to be considered for financial negotiations.

Following the technical evaluation, the Bank shall notify the Vendor with the Highest Qualifying Technical Score, by e-mail or fax, that its proposals was accepted, by inviting him to negotiate its financial offer.

Negotiations begin by examining the financial proposal, the methodology of service delivery, staff proposed and any suggestions to improve the service delivery. Special attention shall be paid to optimizing the required outputs from the Vendor and to defining clearly the inputs required from the Bank to ensure satisfactory implementation of the assignment. Agreed changes must then be reflected in the revised financial proposal which will be part of the contract.

If these negotiations fail, the Bank will invite the next highest ranked vendor (provided the score is equal or above 70 points) for the opening of its financial proposal and to negotiate the contract.

The negotiations shall be concluded with a review of the draft form of the contract. The Bank and the Vendor shall finalize the contract to conclude negotiations.

For purpose of evaluation, the Bank will convert all bid prices expressed in the currency of the RFP in which the bid price is payable, 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).
5) **AWARD OF CONTRACT**

The Bank will sign contract with the Bidder with the **Highest Qualifying Technical Score** and with whom satisfactory price, terms and conditions have been agreed.

**POST-QUALIFICATION**

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

The selected Vendor will be required to provide an insurance certificate for professional liability of the bidder.
SECTION 6 – TECHNICAL PROPOSAL QUESTIONNAIRE
STATEMENT OF CONFORMITY

To the African Development Bank
Avenue Joseph Anoma
01 BP 1387 Abidjan 01
COTE D’IVOIRE

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/SNAR/2017/001 and have no reservation to the RFP including addendum issued;
(b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;
(c) We offer to provide the goods and services in conformity with the RFP;
(d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract;
(e) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;
(g) We understand that the Bank’s policy requires Vendors and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;
(h) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;
(i) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
(j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;
(k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

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

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

We confirm that the undersigned are authorized to commit the Vendor(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
## VENDOR INFORMATION SHEET

1. Vendor's Legal Name:

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

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

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

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

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Vendor’s Legal Name:</td>
</tr>
<tr>
<td>2.</td>
<td>JV’s Party legal name:</td>
</tr>
<tr>
<td>3.</td>
<td>JV’s Party Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>4.</td>
<td>JV’s Party Year of constitution or registration into a legally enforceable JV:</td>
</tr>
<tr>
<td>5.</td>
<td>JV’s Party Legal address in Country of Registration, Constitution or Incorporation:</td>
</tr>
<tr>
<td>6.</td>
<td>JV’s Party Authorized Representative Information:</td>
</tr>
<tr>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Telephone/Fax numbers:</td>
</tr>
<tr>
<td></td>
<td>Email Address:</td>
</tr>
<tr>
<td>7.</td>
<td>Attached are copies of original documents of:</td>
</tr>
<tr>
<td></td>
<td>[ ] Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure.</td>
</tr>
<tr>
<td></td>
<td>[ ] A letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement and power of attorney nominating an authorized representative of the JV</td>
</tr>
<tr>
<td></td>
<td>[ ] In case of government owned entity from the Bank’s member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law</td>
</tr>
<tr>
<td></td>
<td>[ ] Organizational chart of the company and list of current staff</td>
</tr>
</tbody>
</table>
Vendors 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>Vendors Compliance Requirements</th>
<th>Vendors Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
</tbody>
</table>

**STATEMENT OF CONFORMITY AND BID SUBMISSION FORM**

Must meet requirement

Existing or intended JV must meet requirement

Must meet requirement

N/A

A person or persons duly authorized to bind the Vendor 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 Vendor shall sign and return the documents in the format provided for a PASS.

**ELIGIBILITY CRITERIA**

Must meet requirement

Existing or intended JV must meet requirement

Must meet requirement

N/A

The Vendor is from a member country of the Bank. If yes, provide evidence, such as, articles of incorporation or registration.
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Vendors Compliance Requirements</th>
<th>Vendors Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
</tbody>
</table>

- of firm, memorandum of association (if available), information on the capital structure and legal status of the Vendor.

- The goods and services offered are produced in a member country of the Bank.
  If yes, provide evidence, such as, operating license, information on origin of goods and services.

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

- The Vendor 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 Vendor has not fulfilled obligations relating to the payment of social security contributions, pension
<table>
<thead>
<tr>
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</thead>
<tbody>
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<td><strong>Single Entity</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the Vendor is established or where the contract is to be performed.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Joint venture and any other form of partnership (JV)</strong></td>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
<tr>
<td>The Vendor has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Vendor has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>The Vendor has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>The Vendor has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.</td>
<td></td>
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</tr>
<tr>
<td>The Vendor, or any of its affiliates, has not been engaged to provide consulting services for the preparation</td>
<td></td>
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<td></td>
</tr>
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<td>PASS/FAIL CRITERIA</td>
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<td></td>
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</tr>
</tbody>
</table>

or implementation of the procurement.

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

<table>
<thead>
<tr>
<th>JV (if applicable)</th>
<th>N/A</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Vendor has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Vendor 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.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Vendor 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

01 BP 1387, Abidjan 01 Côte d'Ivoire Tel: +225 20 26 10 20 – e-mail: tender@afdb.org - Internet: www.afdb.org
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Vendors Compliance Requirements</th>
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<td><em>All partners combined</em></td>
<td><em>Each partner</em></td>
<td><em>At least one partner</em></td>
</tr>
<tr>
<td>The Vendor has a minimum turnover of at least JPY160,000,000 for the last three (3) years [2014, 2015, 2016 or latest].</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet at least 20% of the requirement</td>
</tr>
<tr>
<td>The Vendor can demonstrate sound financial performance?</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>The Vendor can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
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<td>Each partner</td>
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</tbody>
</table>

its current work commitments?

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

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

### GENERAL AND SPECIFIC EXPERIENCE

<table>
<thead>
<tr>
<th>See below</th>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Vendor has been in business for the past [five (5)] years?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, provide evidence, such as, information on the Vendor’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).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Vendor has experience in at least [three (3)] similar contracts as a prime</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
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## PASS/FAIL CRITERIA

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<td>No</td>
</tr>
<tr>
<td>All partners combined</td>
<td>meet requirement</td>
<td>for one specialism</td>
</tr>
<tr>
<td>Each partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor within the last [three (3)] 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 three (3) years.

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

### HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION

<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>
<tbody>
<tr>
<td>The Vendor has had a contract(s) terminated in the last [three (3)] years for unsatisfactory performance or default. The Vendor shall complete the litigation history form.</td>
<td>The Vendor is involved in litigation that represents more than [50% -</td>
<td></td>
<td></td>
</tr>
<tr>
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100%] of the Vendor’s net worth. Vendors shall complete the litigation history form.

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

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

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

**The Vendor 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 Vendor shall PASS all above criteria to be considered for the next stage.**
## LITIGATION HISTORY

**Name of Vendor:**

**RFP Reference:**

Vendors shall provide information on any history of litigation or arbitration resulting from contracts executed in the last [three (3) years] or currently under execution. A separate sheet shall be used for each partner of a joint venture.

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

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

### Pending Litigation

- **No pending litigation**

- **Pending litigation**

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<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
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<td>Contract description:</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Matter in dispute:</td>
<td></td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

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</tr>
</tbody>
</table>
CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

Are you an employee or stakeholder of the Bank?

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

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

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

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

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

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

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

In this section, the Vendor should provide a comprehensive description of how it will provide the required Goods and 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 Vendor has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.

Your Technical Proposal should include, among others, the following:

- Documentation and description of related services;
- A detailed Project plan, Communication Plan, Quality Management Plan, etc for the Forum;
- A resource plan detailing the resources needed to support the implementation efforts;
- A Risk Management Proposal;
- Any other relevant Documentation such as proof of competence for this type of project;
- Proof that goods and services will come from the AfDB Member countries
Appendix 6H

BID-SECURING DECLARATION FORM

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

Bid No.: ADB/RFP/SNAR/2017/001

To: The African Development Bank
Avenue Joseph Anoma
01 BP 1387 Abidjan 01
COTE D’IVOIRE

We, the undersigned, declare that:

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

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

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

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

We understand this Bid-Securing Declaration shall expire if we are not the successful Vendor, upon the earlier of (i) our receipt of your notification to us of the name of the successful Vendor; or (ii) twenty-eight (28) 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 Vendor]

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]
Advance Payment Guarantee

(Put on bank/insurance company letter head)

Ref: [bank/insurance Co. to insert]
Date: [bank/insurance Co. to insert]

To: African Development Bank,
Avenue Joseph Anoma
01 BP 1387 Abidjan 01
COTE D’IVOIRE

We acknowledge that [NAME OF THE LEGAL ENTITY] whose address is [Address] (hereinafter called the “Contractor”) has undertaken, in pursuance of Contract No. ADB/CTR/SNAR/2017/001 dated ** April 2017 for the Event Management Services for the Japan-Africa Business Forum (hereinafter called the “Contract”):

In accordance with the provisions of Article XV ("Advance Payment") of the above-mentioned Contract, the Contractor is required to deposit with The African Development Bank (the “ADB”), a Bank Guarantee to guarantee proper and faithful performance of the Contractor’s obligations under the said Contract, in an amount of [Amount in Words] Japanese Yen (JPY[Amount in Figures]).

We, [full name of the bank or insurance company, Registration No. ……] duly incorporated and existing under the laws of [insert applicable member country of the ADB] and having its registered office/principal place of business at [insert complete physical and postal address of the bank/insurance company], as instructed by the Contractor, hereby unconditionally and irrevocably guarantee payment to the ADB on its first written demand stating that the Contractor has committed a breach or default under the contract, without whatsoever right of objection on our part and without the ADB first claiming from the Contractor, of an amount not exceeding [Amount in Words] Japanese Yen (JPY[Amount in Figures]).

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between the ADB and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of receipt by the Contractor of the advance payment, until completion of the Work. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (or No.758), except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

For: [insert full name of the bank/insurance company in capital letters]

(signature & seal of the bank/insurance company).¹

¹ The Guarantee is not valid without the Common Seal of the bank/insurance company.
[Name of authorized signatory]
[Title]

Authority to commit the bank/insurance company confirmed by:

____________________________________
[Name of authorized signatory]
[Title]

This Guarantee is not valid without the Common Seal of the bank/insurance company.
PERFORMANCE SECURITY
(Put on bank/insurance company letter head)

Ref: [bank/insurance Co. to insert]

Date: [bank/insurance Co. to insert]

To: African Development Bank,
Avenue Joseph Anoma
01 BP 1387 Abidjan 01
COTE D’IVOIRE

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [NAME OF THE LEGAL ENTITY] (hereinafter called "the Contractor") has entered into Contract No. ADB/CTR/SNAR/2017/001 dated [insert day and month], [insert year] with you, for the execution and completion of Event Management Services for the Japan-Africa Business Forum and the remedying of any defects therein (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Employer, we hereby irrevocably undertake to pay you any sum(s) not exceeding [Amount in Words] Japanese Yen (JPY[Amount in Figures]) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month], [insert year], and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (or No.758), except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank]

2 Insert the date thirty (30) days after the expected completion date.
SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE
BID SUBMISSION FORM

To the African Development Bank
Avenue Joseph Anoma
01 BP 1387 Abidjan 01
COTE D’IVOIRE

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/SNAR/2017/001 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 Vendor(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 FORM

### Breakdown of the Bid Price

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Personnel Expenses</td>
<td>JPY</td>
</tr>
<tr>
<td>2</td>
<td>Web Site Creation</td>
<td>JPY</td>
</tr>
<tr>
<td>3</td>
<td>Live-Streaming</td>
<td>JPY</td>
</tr>
<tr>
<td>4</td>
<td>Printing</td>
<td>JPY</td>
</tr>
<tr>
<td>5</td>
<td>Sponsorship and Marketing</td>
<td>JPY</td>
</tr>
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<td>Transportation</td>
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<td>7</td>
<td>Expenses for Necessary Equipment and Devices</td>
<td>JPY</td>
</tr>
<tr>
<td>8</td>
<td>Payment for Conference Hall and Facilities</td>
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<td>The Bank will inform Vendors of the fix price.</td>
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<td>9</td>
<td>Others</td>
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**Grand Total** | JPY

### Payment Terms

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<td>Upon Vendor’s request accompanying with</td>
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<td>Advance Payment Guarantee</td>
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<tr>
<td>Final Payment</td>
<td>JPY</td>
</tr>
<tr>
<td>Upon submission of completion report</td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total** | JPY

- Vendors may be required to provide detailed breakdown for each cost element to enable the Bank to assess the computations and carry out arithmetic checks.

- In addition, in the event that the recurrent costs that will be charged to the Bank are dependent on variables such as the number of participants or sessions, the Vendors are requested to provide their pricing information accordingly. Such information could include units prices or pricing by range of the number of participants on a separate sheet. This additional information will be used for contract negotiation with the selected Vendor. The Vendors are expected to provide all details for each cost element to enable the Bank to make its own computations and verifications.
SECTION 8 – ELIGIBILITY REQUIREMENTS

ARTICLE 3: ELIGIBILITY (PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK)

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** mean 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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</table>
CONTRACT AGREEMENT

BETWEEN

THE AFRICAN DEVELOPMENT BANK

AND

****

CONTRACT NUMBER No. ADB/CTR/SNAR/2017/001
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ARTICLE XV: ADVANCE PAYMENT SECURITY
ARTICLE XVI: PERFORMANCE SECURITY
THIS CONTRACT AGREEMENT is entered into by and between the AFRICAN DEVELOPMENT BANK (hereinafter called the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE D'IVOIRE of the one part, and [NAME OF THE LEGAL ENTITY] formed and existing under the laws of [place of incorporation] (hereinafter called the "Vendor"), whose address is [Street address, City, Postal Code, State/, Province/, District, COUNTRY] of the other part.

WHEREAS the Bank has determined the need to procure the services of the Vendor during specific periods for the organization of the Event described in the Terms of Reference;

WHEREAS the Vendor agrees to provide specific goods and services required by the Bank subject to the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I: INTERPRETATION AND DEFINITIONS

1.1. The definitions of any term or expression included in this Contract Agreement or in any of the documents mentioned in section 1.2 below apply to and shall have the same meaning throughout the Agreement.

1.2. This Contract Agreement, together with the following documents (the “Contractual Documents”) shall constitute the Agreement between the Bank and the Vendor (the “Agreement”):

(a) the Terms of Reference (the “TOR”), attached to the Request for Proposal No. ADB/RFP/SNAR/2017/001 (the “RFP”);

(b) The Price Schedule as negotiated between the Parties;

(c) The Implementation Plan for the Event to be agreed between the parties within 10 days following the signature of this Contract Agreement;

(d) The General Terms and Conditions (the “General Conditions”), attached as Appendix 9B of the RFP;

(e) The Vendor’s Technical Proposal in response to the RFP, as accepted by the Bank, with its forms and annexes; and

(f) The Bank’s RFP, excluding the documents listed above.

1.3. In the event of any ambiguity or conflict between this Contract Agreement and the Contractual Documents, the order of precedence shall be this Contract Agreement followed by the Contractual Documents in the order in which they are listed in section 1.2 above.

1.4. For the purpose of the Agreement, the following words and expressions shall have the following meaning:

“Event” means the Japan-Africa Business Forum and related events as further described in the TOR;

“Goods” means the goods to be delivered by the Vendor for the Event in accordance with the Agreement and described in the TOR;

“Order Form” means the order form described in Article V of this Contract Agreement;

“Proposal” means the Vendor’s response to an Order Form received from the Bank which contains all information required under Article V of this Contract Agreement;
“Purchase Order” means any purchase order issued in accordance with the procedures set out in Article V of this Contract Agreement;

“Services” means the services to be performed by the Vendor for the Event in accordance with the Agreement and described in the TOR;

ARTICLE II: SCOPE OF SERVICES

2.1. The Vendor offers to deliver the Goods and perform the Services related to the Event in accordance with the agreed upon Implementation Plan, the Price Schedule and all other provisions of the Agreement.

2.2. Subject to sections 2.3 and 2.4 below, to take into account changing or unforeseen circumstances in the host country of the Event which may affect the scope of the Services or the nature and quantities of Goods and related Services, including the decision of the Government of the host country to take over from the Bank or to divest to the Bank certain aspects of the Event, the Bank shall be entitled to modify the TOR and the Implementation Plan.

2.3. Where, as a consequence of such modification, the scope of the Services or the nature or quantities of Goods and related Services are significantly changed and new Services or Goods must be procured, the following rules apply:

(a) If the required Goods and Services have been clearly priced in the Price Schedule, the Bank will issue a Purchase Order in accordance with Article V of this Contract Agreement;

(b) If the required Goods and Services have not been priced in the Price Schedule, but are necessary for the success of the Event and fall within the general scope of the Agreement, the Parties may amend this Contract Agreement in accordance with Article 7.0 of the General Conditions. However, if the Parties fail to agree on an amendment within a reasonable time or if the estimated costs for the additional Goods and Services are expected to exceed Fifteen Percent (15%) of the Contract Price for the Event, the Bank reserves the right to use another procurement method for similar goods and services and the Vendor shall have no claims whatsoever against the Bank as a result of the Bank’s decision to procure the additional goods and services through a separate process.

2.4. If, because of a modification as referred to in section 2.2 above, the scope of the Services or the nature or quantities of Goods and related Services are significantly reduced the Bank may send a written notice to the Vendor to this effect. The Vendor shall then, either immediately or upon such date as is specified in the notice from the Bank, cease to deliver the specified Goods and to perform the specified Services in accordance with the notice. The Vendor shall be entitled to be paid:

(a) the Price attributable to the portion of the Goods already delivered or the Services already executed as at the date of notice;

(b) reasonable costs, if any, incurred in leaving the site in a clean and safe condition;

(c) initial and preparatory expenses for discontinued Services and abandoned Goods; and

(d) the cost of settling disputes with and making payments to the Vendor’s contractors, subcontractors or lessors under terminated agreements properly chargeable to the reduced Goods and Services.

ARTICLE III: PAYMENTS AND FINANCIAL LIMITATIONS

3.1 Subject to the provisions of Article 8.0 of the General Conditions and in consideration of the satisfactory delivery of the Goods and Services required under this Contract Agreement, the Bank
shall pay the Vendor a total amount of [Amount in Words] Japanese Yen (JPY[Amount in Figures]) (the “Contract Price”) as follows:

(a) Advance Payment
[Amount in Words] Japanese Yen (JPY[Amount in Figures]) shall be paid upon Vendor’s request accompanying with Advance Payment Guarantee. It is understood by the parties that this amount is meant to cover expenses for the payment of conference hall expense;

(b) Final Payment
[Amount in Words] Japanese Yen (JPY[Amount in Figures]) shall be paid upon submission of completion report.

; and

(c) Each payment provided for in this section 3.1 will be effected by the Bank on the basis of appropriate invoices supported by evidence of expenses incurred and goods and services ordered to ensure timely completion of the services under this Contract.

3.2. As applicable, the cost to the Bank under this Contract Agreement must not exceed the Contract Price specified in section 3.1 above unless otherwise authorized in writing by the Bank. The Vendor must not deliver Goods or perform any Services, which would cause the Contract Price to be exceeded, unless the Bank authorizes an increase in writing.

ARTICLE IV: COMMENCEMENT AND TIMELINES

4.1. This Contract Agreement shall enter into force on the date of last signature by the Parties. Unless terminated earlier, this Contract Agreement shall expire no later than the date on which all obligations arising out of or under this Contract Agreement have been discharged, except for those expressly stated to survive the termination of this Contract Agreement.

ARTICLE V: PROCEDURES

5.1. The Bank may procure Goods and Services from the Vendor in accordance with the procedures described in this Article. The Vendor agrees to provide the Goods or perform the Services under the Agreement in accordance with each individual Purchase Order, subject to the limitation set out in section 3.2 of this Contract Agreement.

5.2. Where the Bank requires Goods or Services to be delivered or performed in connection with the Event, the Bank will issue to the Vendor an Order Form which includes the following information:
(a) The detailed description of the required Goods or Services with specific reference to the TOR and the Price Schedule;

(b) As applicable, the Timeline, location and any special requirement regarding the delivery and acceptance of the Goods, including any options;

(c) As applicable, the Timeline and location of the performance of the Services, including any options;

(d) The level of expected effort required for the Services and, if otherwise described in the Agreement, the specific category, qualifications and level of expertise of the Vendor that is required to perform the Services; and

(e) The deadline for submission of the Vendor’s Proposal.
5.3. The Vendor’s Proposal must be received within the specified deadline in order to be considered by the Bank. The Proposal must be signed by the Project Leader identified in the Contract Agreement, or by another duly authorized representative of the Vendor.

5.4. The Proposal shall include the following information:

(a) The quantity and detailed description of the Goods to be delivered as requested under the Order Form, a description of the related Services such as installation, configuration, maintenance and warranty, and a proposed Timeline for the delivery of the Goods and related Services;

(b) The list of proposed resources for the Services required under the Order Form, a description of their availability and suitability to provide the expected level of effort and a proposed timeline for the performance of the Services;

(c) Where applicable, any information specified by the Order Form that would establish that the Vendor and the proposed resources have the specific category, qualifications and level of expertise required to perform the Services;

(d) The Price for such Goods and Services calculated on the basis of the Price Schedule; and

(e) Any other information requested in the Order Form.

5.5. After receipt of the Proposal, the Bank shall carry out an assessment of the proposed resources against the requirements set out in the Agreement, the Price Schedule and in the specific Order Form. During the assessment, the Bank may require additional information or may negotiate the scope of the assignment with the Vendor.

5.6. If the Bank is satisfied with the Proposal, the Bank may issue a Purchase Order, which includes all the information mentioned in section 5.2 of this Contract Agreement, specifies the Price and sets the agreed upon Timeline.

5.7. The unqualified acceptance of the Purchase Order by the Vendor shall be binding and enforceable between the Bank and the Vendor, subject to all the terms and conditions of the Agreement. In addition to express acceptance of the Purchase Order, any of the following shall be deemed to constitute the Vendor’s unqualified acceptance of the Purchase Order:

(a) No objection from the Vendor received by the Bank within five (5) working days of the receipt of the Purchase Order;

(b) The delivery of the Goods requested under the Purchase Order;

(c) The commencement of performance of any Services under the Purchase Order; or

(d) Acceptance of any payment.

ARTICLE VI: POST-EVENT EVALUATION

6.1. The Bank will carry out an evaluation of the Vendor’s performance in relation to the Event on the basis of performance criteria determined by mutual agreement and taking into account the fulfillment of contractual obligations by the Vendor. This evaluation does not relieve the Vendor from its obligation to supervise and control the quality of the Services performed and the appropriateness with regards to the requirements for the Goods delivered. The performance evaluation shall be communicated to the Vendor for its comments.
ARTICLE VII: REPORTING

7.1. The Vendor shall provide any and all reports within the established deadlines as may be required under the TOR, subject to the application of penalties under Article VIII of this Contract Agreement.

ARTICLE VIII: PENALTIES

8.1. Subject to sections 8.2 and 8.3 below, where the Vendor does not deliver the Goods or perform the Services or provide the reports mentioned in section 7.1 of this Contract Agreement within the period prescribed by the schedule set out in the Implementation Plan for the Event or in the TOR (except in cases of Force Majeure or liability of the Bank), the Bank reserves the right, after having inquired from the Vendor the reasons for the delay, to apply for each day of delay and without prior notice, penalties calculated using the following formula:

\[ P = V \times \frac{R}{100} \]

- \( P \) = the amount of the penalty.
- \( V \) = the value of Goods or Services for which the penalty is calculated.
- \( R \) = the number of late days.

8.2. Within the period of 48 hours before the start of the Event, the Vendor guarantees the availability and deployment of all required technical and logistical resources needed to hold the Event. Where the Vendor fails to deliver the Goods or perform the Services or provide the above-mentioned reports in a manner that jeopardizes the success of the Event, the Vendor incurs, without prior notice, a penalty of [Amount in Words] Japanese Yen (JPY[Amount in Figures]) per day (ten percent (10%) of the amount of Contract Price).

8.3. During the Event, where the Vendor fails to deliver the Goods or perform the Services or provide the mentioned reports within the prescribed period, the Bank reserves the right, after inquiring from the Vendor the reasons for the delay, to apply for each hour of delay, and without prior notice, a penalty of [Amount in Words] Japanese Yen (JPY[Amount in Figures]) per day (five percent (5%) of the amount of Contract Price).

ARTICLE IX: AUTHORITIES AND NOTICES

9.1. The Vendor designates [Name of the Team Leader] 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 Vendor.

9.2. 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 Vice President Secretary General, SEGL, or such officer duly authorized by it in writing to receive or act upon the same.

9.3. 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
External Representation Office for Asia
NBF Hibiya Bld. 7F, Uchisaïwai-cho, Chiyoda-ku,
Tokyo 100-0011
Japan
Attn: Mr. Mamoru ENDO
Telephone: +81(0)3-4589-8721
Fax: +81(0)3-4589-8725
ARTICLE X: SAFETY AND INSURANCE

10.1. The Vendor 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 Vendor, its experts, employees, agents or sub-contractors may incur.

10.2. The Vendor shall obtain commercial general liability insurance, and maintain it in force throughout the duration of the Agreement, to cover its liability to the Bank and third parties claiming losses or damages caused by the Vendor, its experts, employees, agents or sub-contractors in the performance of the Agreement.

10.3. At any time during the execution of the Agreement, the Vendor must be able to produce the evidence of coverage upon request of the Bank within five (5) days of receipt of the request.

ARTICLE XI: INDEMNIFICATION AND LIMITATION OF LIABILITY

11.1. The Vendor hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses (“Losses”) (including, without limitation, reasonable attorney’s fees and 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) to the extent those Losses result from any wilful act, wilful omission or wilful error or from any negligence of the Vendor, its experts, employees, agents or sub-contractors, including without limitation all third party claims, and are determined (I) by any settlement or compromise entered into by the Parties, or (ii) by an arbitral award resulting from the Dispute Settlement process set out in the General Conditions. The Vendor 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 Vendor, its experts, employees, agents or sub-contractors. Neither party will be liable to the other for any lost profits or any indirect, consequential or incidental damages.

11.2. The provisions set out in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XII: INTELLECTUAL PROPERTY RIGHTS

12.1. 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 Vendor 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 Agreement, be promptly returned to the Bank. Such materials shall be sorted and indexed by the Vendor in a manner acceptable to the Bank prior to delivery to the Bank.

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

12.3. The provisions of this Article shall survive the expiration or the termination of this Agreement.
ARTICLE XIII: DISASTER RECOVERY

13.1. For avoidance of doubt, the disaster recovery described in the TOR shall not be construed as Force Majeure within the meaning if the General Conditions.

ARTICLE XIV: LANGUAGE

14.1 In the event of any conflict between the two languages on the meaning or interpretation of a word, phrase or clause in the Contractual Documents, the English language version shall prevail.

ARTICLE XV: ADVANCE PAYMENT SECURITY

15.1 The Vendor shall furnish the performance security within ten (10) days from the date of the notice to proceed or contract signature whichever is the earliest and in the amount not less than ten percent (10%) of the Contract Price.

15.2 The Performance Security shall be subject to ICC Uniform Rules for Demand Guarantees (ICC Publication No.458 or 758) and is unconditionally payable against the presentation of Bank’s receipt accompanied by the original Performance Security.

15.3 To cover the period from the date of signing the Contract Agreement to more than thirty (30) days from the estimated date of completion of the works (maybe extended if so requested).

15.4 The performance security shall be released immediately after the submission of completion report.

ARTICLE XVI: PERFORMANCE SECURITY

16.1 The Vendor shall furnish the performance security within ten (10) days from the date of the notice to proceed or contract signature whichever is the earliest and in the amount not less than ten percent (10%) of the Contract Price.

16.2 The Performance Security shall be subject to ICC Uniform Rules for Demand Guarantees (ICC Publication No.458 or 758) and is unconditionally payable against the presentation of Bank’s receipt accompanied by the original Performance Security.

16.3 To cover the period from the date of signing the Contract Agreement to more than thirty (30) days from the estimated date of completion of the works (maybe extended if so requested).

16.4 The performance security shall be released immediately after the submission of completion report.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates specified below.

FOR THE AFRICAN DEVELOPMENT BANK

________________________________________

Tadashi YOKOYAMA
HEAD
EXTERNAL REPRESENTATION OFFICE FOR ASIA

Date

FOR THE VENDOR

_______________________________

[Name]
[TITLE]

Date
African Development Bank

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

1.0 Constitution of Contract

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

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

2.0 Performance of Contract

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

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

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

3.0 Conflict of Interest

3.1 The remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor shall not accept for its benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any subcontractors, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.
3.2 Contractor or the contractor's employees, subcontractors and subcontractor's employees shall, during the term of the Contract/PO strictly avoid carrying out any other assignments that may be in conflict with this assignment for the Bank.

4.0 Financial Liability, Immunities and Applicable Law

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

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

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

5.0 Insurance

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

6.0 Documents

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

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

7.0 Changes

7.1 The Bank may, at any time by written order designated or indicated to be a change order, make changes to the Contract/PO or any part thereof.

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

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

8.0 Payment and Claims

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

Financial Control Department
African Development Bank

Appropriate documentation should accompany all invoices.

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

9.0 Warranties

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

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

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

11.0 Suspension

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

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

12.0 Termination of Contract/PO

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

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

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

12.1.3 For convenience, without assigning any reason.

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

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

12.4 If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (iii) for convenience, the notice of such a termination shall state that termination is for the Bank’s convenience, the extent to which the performance under the Contract/PO is terminated, and the effective termination date. The Bank will issue an equitable adjustment, not to exceed the total Contract/PO price, to compensate Contractor for: (i) the Contract/PO price for the Services accepted by Bank but not paid previously and adjusted for any savings, (ii) the costs incurred in the performance in the work terminated, including initial and preparatory expenses; (iii) the cost of settling and paying other Contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Contract/PO and not included in items (i) and (ii) hereof; and (iv) a reasonable profit on item (ii) above.

12.5 If the Contractor is found to have engaged in any corrupt or fraudulent practices in connection with the Contract/PO, the Bank may in its sole discretion do any or a combination of the following: (i) declare void or terminate this Contract; (ii) declare the Consultant ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Consultant. For purposes hereof:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the procurement process or in Contract/PO execution.

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

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

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

14.0 Liability

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

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

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

15.0 Intellectual Property and Confidentiality

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

16.0 Dispute Settlement

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

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

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

16.4 The arbitration shall take place in, Tokyo, Japan and shall be in the English language.
16.5 The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.

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

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

17.0 Governing Law

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

18.0 Force Majeure

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

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

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

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

19.0 Severability

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

20.0 Copyrights, Database and Design Rights

20.1 The deliverable report(s) and other creative work of the Contractor called for by this Contract/PO, including all written, graphic, audio, visual and other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media, (the “Deliverable Work”) is being specially commissioned as work made for hire in accordance with the applicable copyright, data protection and design laws of the country governing the Contract/PO originated. The Bank is the proprietor of the Deliverable Work from the time of its creation and owns all right, title and interest therein throughout the world including, without limitation, copyrights and all related rights. To the extent that it is determined that the Deliverable Work does not qualify as a work made for hire within the meaning of the applicable copyright, data protection and design laws of the country governing the Contract/PO, then the Contractor hereby irrevocably transfers and assigns to the Bank all of its right, title and interest, throughout the world and in perpetuity, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by the Contractor or any other person or entity.