Request for Proposal – Quality and Price
Provision of Security Services for the African Development Bank, Zambia Country Office

REF: ADB/RFP/COZM/2020/0166

Country Office - Zambia

August 2020
PART I – SELECTION PROCEDURES AND REQUIREMENTS

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

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

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

Section 4: Terms of Reference
This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts.

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

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

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

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

PART II – CONDITIONS OF CONTRACT

Section 9: This Section includes the General Conditions of the Bank that shall not be modified and the Special Contract Conditions.
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SECTION I – LETTER OF INVITATION

Dear Sir/Madam,

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

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

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

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

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

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

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


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

Mary Manneko Monyau
Country Manager
SECTION 2 - INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PREPARATION OF PROPOSALS**

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

10. **Language of Proposals**

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

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

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

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

   - Technical Proposal Questionnaire; and
• 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, customs duties or indirect taxes, such as value added tax, 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.

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
Provision of Security Services for COZM

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 omission.

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

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

37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;
37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank’s rights or the bidder’s obligations under the proposed contract; or
37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.
37.3. The Bank shall examine the technical proposals to determine whether proposals are substantially responsive with the requirements.

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

**BID EVALUATION**

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

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

**AWARD OF CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

The numbering below refers to the appropriate numbering of the introduction

| § 1 | The goods and services to be provided for the African Development Bank’s Country Office – Zambia and as outlined in Section 4. |
| § 1 | To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria: |

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

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

**Financial Standing:** An average turnover of at least ZMW 5,000,000.00 per annum for the last three years [2017, 2018, 2019]. A bidder shall demonstrate current soundness of financial position and its long-term profitability.

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

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

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

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

<p>| § 7 | Request for clarification and/or request for change to the RFP shall be sent in writing by electronic mail to <a href="mailto:Tenders_RDGS@afdb.org">Tenders_RDGS@afdb.org</a>. The request shall be received by the Bank no later than 26 August 2020. |
| § 8  | The Bank shall organize a virtual pre-bid conference and site visit: [YES]. The site visit will take place at Atlasmara House, 1st Floor, 746 Church Road, Lusaka between at 10:00 to 12:00 alternative time 14:00 to 13:00 hours Local Times on Wednesday 21 August 2020. The virtual(zoom) pre-bid conference will be held on Friday 24 August 2020, at 10h00 hours Local Times. Bidders are requested submit their request through the email <a href="mailto:Tenders_RDGS@AFDB.ORG">Tenders_RDGS@AFDB.ORG</a> to be sent the zoom link a day before the pre-bid conference. Questions for the site visit and pre-bid meeting shall be submitted to <a href="mailto:Tenders_RDGS@AFDB.ORG">Tenders_RDGS@AFDB.ORG</a> The pre-bid conference and site visit is a mandatory requirement: [YES] |
| § 10 | The language of proposals and all correspondence is: ENGLISH |
| § 20 | Alternative proposals are accepted: [NO] |
| § 24 | The prices shall be expressed in ZAMBIAN KWACHA (ZMW) |
| § 25 | The Bank’s requirement is divided into lots [NO] |
| § 26 | The minimum period of validity of proposals is Ninety (90) days, from the deadline for submission of proposals. |
| § 27 | Bid securing Declaration is required [YES] See 27.1. below, Please fill the Bid Security Declaration ( 6F) |
| § 27.1 | Bidders are required to complete the bid-securing declaration form to secure their proposal. Any proposal not supported by a bid-securing declaration will be automatically disqualified. Bidders should use the bid-securing declaration form in Section 6. |
| § 28 | The deadline for submission of proposals is 17 September 2020 at 15:00Hrs local time. |
| § 31 | Proposals shall be submitted electronically via the AfDB e-Procurement portal at [NO]. |</p>
<table>
<thead>
<tr>
<th>§ 32</th>
<th>Proposals shall be submitted by mail, courier or hand delivery: [YES]</th>
</tr>
</thead>
<tbody>
<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</td>
</tr>
<tr>
<td></td>
<td>Zambia Country Office</td>
</tr>
<tr>
<td></td>
<td>746 Church Road</td>
</tr>
<tr>
<td></td>
<td>Atismara House</td>
</tr>
<tr>
<td></td>
<td>P O Box 51449, Lusaka, Zambia</td>
</tr>
<tr>
<td></td>
<td>RFP Closing Date and Time: 17 September 2020 (15:00Hrs Local Time)</td>
</tr>
<tr>
<td>§ 47</td>
<td>Performance security is required: [NO]</td>
</tr>
<tr>
<td>§ 48</td>
<td>Advance payment will be provided to the successful bidder: [N/A].</td>
</tr>
<tr>
<td>§ 49</td>
<td>The Bank shall retain 10% of the contract sum until the end of the defects liability period: [N/A]</td>
</tr>
</tbody>
</table>
SECTION 4 – DESCRIPTION OF GOODS / TECHNICAL SPECIFICATION / TERMS OF REFERENCE

1.0 BACKGROUND INFORMATION

1.1 The African Development Bank is a ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further the economic development and social progress of African countries, individually and collectively. 80 member countries including all the 54 African countries and 26 non-African countries in the Americas, Europe and Asia own the Bank (Please see Annex 6 for a list of the Bank’s member countries).

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

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

1.0 OVERVIEW OF THE ZAMBIA COUNTRY OFFICE

1.1 The African Development Bank Zambia Country Office is based in Lusaka and situated on the 1st Floor of Atlasmara, 746 Church Road. The office space is approximately 650 square meters.

1.2 The scope of the assignment involves provision of security services for the office, residential premises and the Bank plot. The main objective is to establish and maintain effective security arrangements to protect Bank personnel, property, and information. This includes actions to minimize the possibility of fire through effective fire prevention practices, use of fire detection and extinction systems/equipment, as well as facilitating the rapid movement of staff to safe areas in the event of an emergency.

1.3 The mission of the contracted security company is to control access, provide protection for AfDB personnel and visitors, safeguard the facility and equipment from damage or loss due to violent attack and theft, and to protect AfDB information from unauthorized access or exploitation. The contracted security company will also provide an armed response service linked to a panic button monitored 24/7, mobile patrols, manned guarding, and have the capability to conduct remote monitoring from a national/provincial control room. As needed, the contracted security company will provide (a) manned guarding at residences of select international staff, (b) maintenance and installation of technical security systems, including...
access control, CCTV surveillance, and intruder detection systems. The contracted guard force also will carry out specific actions as described in their general orders and the special instructions for each individual Guard Post. The contracted security company will provide the specified number of guards, including suitably qualified security officers for duty in reception area. The contracted security company will also make use of an automated guard monitoring system.

1.4 Guard personnel will intercept, identify, and make the proper log entries for visitors and other appropriate persons entering Bank facilities and staff residences. As required, guards will conduct inspections of persons, property, and vehicles, confiscate unauthorized items, and issue appropriate access control identification badges according to established site-specific Standard Operating Procedures (SOPs). Further, security officers based at the Country office reception must have sufficient computer skills to manage the Bank’s eVisitor system.

1.5 Security officers will ensure that only authorized persons presenting a valid form of identification and legitimate visitors enter the area they are assigned to protect. Security officers will not hesitate to challenge persons who do not have proper identification or who attempt to avoid specified access control procedures or policies.

1.6 The contracted security personnel will conduct periodic, non-routine inspections of their areas of responsibility and immediately report any unusual incident or circumstances, or emergency situation to the supervisor, Control room, and/or the Country Office Security Focal Point.

1.7 Security officers will be aware of and attempt to detect surveillance directed at AfDB facilities and personnel. If surveillance is detected, the information will be entered in the Occurrence Book and an Incident Report will be prepared. The Supervisor and the Country Office Security Focal Point will be notified immediately.

3.0 **SERVICE REQUIREMENTS**

3.1 The Contractor will be required to provide 24-hour manned guarding presence at the office premises and be capable of exploiting and maintaining technical security installations (including, but not limited to access control, CCTV and fire safety systems). The contractor should also be able to conduct risk/vulnerability assessments and advise on improvements and risk mitigation measures. The contractor’s proposal must include the following:

- ✓ Strong presence in Lusaka.
- ✓ Certification/accreditation from appropriate host nation governing body.
- ✓ Office and control room within Lusaka, no more than 20 kilometers from the AfDB Country Office.
- ✓ Proof of company registration with the relevant national authority in the country.
- ✓ An authenticated copy of the Tax Clearance Certificate from the Zambia Revenue Authority (ZRA).
- ✓ An authenticated copy of the VAT & TPIN from ZRA.
- ✓ License to possess a firearm for business purposes.
- ✓ Proof of current mobile radio license.
Provision of Security Services for COZM

✓ Guard-monitoring system currently in use (specify technology).
✓ Armed response capability (specify company if services are provided by a sub-contractor):
  o 24/7 mobile patrol, with number of pre-positioned vehicles constantly deployed in the metropolitan area (specify neighborhoods or zones).
  o Supervisory patrols.
  o Panic button monitoring capability.
✓ Bidding company must have a training facility.
✓ Bidding company will have an analytical capability (in-house or outsourced) to provide alerts and advisories to the Bank’s Security Focal Point.
✓ Remuneration for security officers will be based on the following considerations:
  o Base pay for all AfDB-assigned guards.
  o No more than 72 working hours per week.
  o Compliance with national legislation relating to minimum wages, statutory working hours and overtime allowances.
  o Each officer to receive a minimum net pay of ZMW 2,500.00 including site bonus/allowance of ZMW 700 per month.
  o Bidders will itemize their financial offers, including net pay, deductions, administrative costs, allowances, profit.
✓ One English-speaking reception guard (Grade B or equivalent) with corporate uniform (coat & tie) and basic computer skills at office during business hours.
✓ Regular refresher training courses (fire safety, first aid, emergency evacuation, etc. every 18 months.)
✓ Proof of Public Liability insurance
✓ Group medical aid/insurance for employees.
✓ Technical security solutions with off-site monitoring capability.
✓ Ability to provide close protection and cash-in-transit services on short notice.
✓ Security Guard Service, 24/7 on AFDB facility and international staff residences:
  o UHF/VHF radio.
  o Panic button linked to rapid response force.
  o Roving supervisor with patrol vehicle.
  o Pre-positioned 24/7 response team/vehicle.

3.2 The Contractor bears the sole burden for ensuring adherence to the law and that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The Contractor shall possess ALL licenses required to perform services in Zambia.

3.3 Immediately after award of the Contract and prior to the Contractor’s performance at the work site, the Bank shall notify the Contractor, and the Contracting Officer’s Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total Contract requirements and a review of the Contractor’s Transition Plan.

3.4 During the performance of the Contract, COTR, and the Contractor shall meet annually or on an as-needed basis to discuss all relevant Contract issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO shall sign the written minutes of these meetings, which will be prepared by the Contractor and incorporated into the Contract file.
3.5 **General requirements for physical security**

1) Conduct regular and comprehensive risk/vulnerability assessments for the assigned facilities to ensure/apply best means of protection.

2) Provide security coverage for the office building, Bank plot and staff residencies. This will include, but not limited to, ensuring visitor registration and access control, making patrols and clock rounds of assigned sites, responding to alarms and assuring gates and doors are locked.

3) Respond to alarms, suspicious activities, fires, security incidents, or any emergency situation including evacuation of personnel to a place of safety.

4) Upon request, install and maintain the Residential Alarm Project (RAP) that consists of the acquisition, the installation and the maintenance of intrusion detection/alarm systems in Bank staff residences based on modern technology, which will provide increased security and help ensure that Bank staff have a safe living environment.

5) Write reports to document incidents, as required.

6) On a quarterly basis, provide an updated security report outlining risks, trends, and criminal tactics in Zambia (with focus on Lusaka).

7) On an ad hoc basis, provide security alerts and advisories (e.g. protests, barricaded routes, political violence, etc.) as the situation dictates.

8) Perform any other duties or functions not specifically outlined or set out herein but which are reasonably identified as falling within the scope and realm of a security contractor’s responsibilities.

9) Compliance with National legislation relating to minimum wages, statutory working hours, medical insurance and overtime allowances.

10) The security officers shall be equipped with suitable and functional security equipment including communication devices, guard monitoring devices, and torches. Residential guards will also have whistles, batons, and mobile panic buttons.

11) The company is to operate a functional and operational control room that provides communications between manned posts and the control room. The control room must be able to respond to panic alarms, fire, and other emergencies, and is responsible for printing access control badges compatible with the Bank’s access control system as directed by the Bank’s Regional Security Advisor.

12) Install and use guard-tracking (patrol-logging) technology at the office and residences of international staff.

13) All supervisors and supervisory vehicles shall be equipped with communications equipment (radios and cellular telephones) to enable supervisors to communicate with both the control room and manned posts and receive instructions from the Bank Security Management Team.
Provision of Security Services for COZM

14) The company must maintain a rapid response service (sub-contractor acceptable) to respond to alarms from all manned posts, with a reaction time of 10 minutes or less. All personnel manning response vehicle shall be adequately trained and equipped.

15) Company training standards of personnel are to be maintained through periodic refresher courses, including basic first aid and fire safety.

16) Personnel shift rotation and methods of rotation (supervisor/self-posting) are to be agreed by both parties.

17) Company policy on uniform allocation should include provision of corporate style uniforms for office-based personnel, with at least two complete and serviceable sets of uniforms for all AfDB guards. Uniforms will be provided by the company at no cost to the security officer.

18) Company must (if requested) be able to provide cash-in-transit and close protection services. Identify sub-contractor to be used if this is not an organic capability.

3.6 Workforce and Assignments

1) Contractor shall provide 24-hours a day/7 days a week/365 days a year, security coverage at Zambia Country Office (COZM) facilities with a number of security personnel determined by the size of the office and security considerations.

2) Contractor may be required to provide 24-hour security coverage at select residences of international personnel.

3) Security officers will be required to wear appropriate security uniforms, including corporate clothing for those based at the COZM during office hours.

4) The company shall be required to conduct routine patrols at all sites, in a manner that is visible and effective. Supervisory visits of all posts must take place at least two times per day shift. Mobile supervisors must make unannounced visits after hours at least twice each week. Supervisory visits must be recorded in a site Occurrence Book.

5) Supervisory patrol vehicles will be available and operational at all times.

6) Personnel shift rotation and methods of rotation (supervisor/self-posting) are to be determined by both parties.

7) Ensure that all contractors, service providers, and visitors have identification, are properly registered and received by the host staff member.

8) Inspect all the visitors who come into the premises.

9) The company shall endeavor to notify the appropriate staff, security focal point and finance & administrative officer in the event of emergencies and incidents, including but not limited to: medical emergencies, catastrophic power failures, lightning strikes, flooding/leakage, malfunctioning power generators, security breaches, etc.

10) Personnel must meet the following requirements regarding personal behavior and ability:
• Understand and speak English;
• Diplomatic skills, i.e. the ability to deal tactfully with Bank employees and the general public;
• Ability to understand, explain, interpret and apply rules, regulations, directives and procedures;
• Self-confidence and an ability to make sound decisions and react quickly under stressful conditions;
• Ability to prepare clear and concise reports;
• Ability to learn and adapt to changing situations; and
• Ability to accept and respond to instructions and direction.

3.7 Communication and Records

1) The company is to operate a functional and operational control room which provides communication between manned posts and the control room.

2) The security officers shall be equipped with suitable and functional security equipment including UHF/VHF radios or Cellular phones, torches and guard monitoring/tracking devices.

3) Redundancy in communication equipment must be catered for at all times.

4) All supervisors and supervisory vehicles shall be equipped with communications equipment (radios and cellular telephones) to enable supervisors to communicate with both the control room and manned posts.

5) Supervisory visits of all posts must take place at least two times per day shift. Mobile supervisors must make unannounced visits after hours at least twice each week. Supervisory visits must be recorded in a site Occurrence Book.

6) Contractor shall provide accurate, legible and detailed daily activity report to the Bank’s Regional Security Advisor or such other person that by be designated to oversee the security function at COZM.

7) The Daily Activity Reports shall include but not limited to information on suspicious events, incidents, and conditions on-site.

8) In the event of an emergency, incidents shall be reported immediately to the Bank’s Regional Security Advisor.

9) The contractor must maintain an armed response service to react to alarms from all manned posts, with a response time of 10 minutes or less. Personnel manning response vehicles shall be adequately trained and equipped.

10) On a quarterly basis, provide an updated security report outlining risks, trends, and criminal tactics in Zambia. As needed, provide security alerts and advisories (e.g. service delivery protests, political demonstrations, barricaded routes, protest violence,) as the situation dictates.

11) The contractor must be Covid-19 compliance in accordance with health measures in place by government.
3.8 Qualifications and level of competency of basic the Security guard officers to be assigned to the execution of the contract at the residence and Bank plot:
   1. Police clearance or criminal background check.
   2. Minimum Grade 9 completed.
   3. Five years of security experience.
   5. English fluency (speaking and writing).
   6. Level 1 First Aid competency (annual refresher).
   7. Home address within 15km of Site (preferred).
   8. Access to training facility

3.9 Qualifications and level of competency of the Reception Security Officer to be assigned to the contract:
   1. Police clearance or criminal background check.
   2. Five years of security experience.
   3. English fluency (speaking and writing).
   4. Basic computer skills.
   5. Grade 9 completed.
   6. Level 2 First Aid competency. (annual refresher)
   7. Home address within 15km of Site (preferred).
   8. Access to training facility

4.0 DURATION OF THE CONTRACT
4.1 The contract will be for an initial period of 03 (three) years, and thereafter, renewable automatically on annual basis for two (2) years, upon satisfactory performance up to a maximum of duration of 05 (five) years.

5.0 SUSTAINABLE REQUIREMENTS
The Provider is expected to provide security services in a sustainable manner that will allow the Bank to achieve value for money and generates benefits not only to the organization, but also to society whilst minimizing damage to the environment.

6.1 Economy
Service providers are expected to observe the possibility of reducing cost and ensuring that value for money is extended to the Bank.

6.2 Environment.
Integrate environmental considerations into the procurement process with the goal of reducing adverse impact on the environment.

6.3 Social
The social aspect relates to the staff employed by the service provider. The provider is requested to indicate to what extent they are compliant, as regards to the following:

- Compliance with local laws and customs when establishing standardized ethical and moral conducts.
6.4 **Occupational health and safety policy**

The provider should have in place, an occupational health and safety policy taking into consideration the following:

- First aid and accident arrangements,
- Occupational health and safety training for staff,
- Regular equipment maintenance, and
- A process for reporting hazards and accidents.
- Use of protective gears such as clothing, boots, gloves for staff depending on the nature of the nature of the job they do.

7 **INSURANCE REQUIREMENTS**

7.1 The selected service provider shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this contract. The service provider shall subscribe to adequate insurance coverage to protect it from any property damage or bodily injury claims arising from their execution of this contract.

7.2 Evidence of the insurance coverage shall be provided in the form of a certificate, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract.

8 **LIVE PRESENTATIONS**

Prior to signing the contract, the Bank may request a prospective bidder to make a live presentation to clarify aspects of their submission and also participate in a question and answer session. The purpose of this would be to evaluate the service providers’ capabilities as specified in this Terms of Reference. The presentation must be made by one or more of the personnel who will manage or supervise contract performance upon award to the bidder.

9 **SITE VISITS AND REFERENCE CHECKS**

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

10 **DISASTER RECOVERY**
Provision of Security Services for COZM

The Bank requires that contractors take measures to ensure their capability of continuing to provide services in accordance with the requirements of any contract in the event that the contractor’s normal place of business is threatened or devastated by a disaster, labor dispute or other unforeseen circumstances. Bidders should provide details of the current disaster recovery and business continuity program they may have in place and how this would ensure continuous provision of the required services if contract is awarded.

11 PERFORMANCE EVALUATION

The Bank will conduct periodic performance evaluations of the selected bidder(s) on a bi-annual basis according to the criteria determined by the performance evaluation sheet (Annex 10) which may also be modified in agreement with the service provider. The bidder will be provided with a report of these periodic evaluations. Faults detected will be immediately reported in writing to the attention of the service provider, as well as opportunities for improvement in order to meet the standards and market quality. In the event of continuous sub-standard performance, the Bank may proceed with termination of the contract.
SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

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

2) A two-stage process shall be adopted in evaluating proposals. Proposals shall be ranked according to technical score (Nt) and financial score (Nf) using the weights \( T = \text{the weight given to the technical proposal, } 80\% \) and \( F = \text{the weight given to the financial proposal } 20\% \) \( (T + f = 1) \).

3) The final score shall be calculated as follows:

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

**TECHNICAL EVALUATION**

Technical evaluation (100 points) (minimum [80] points)

4) Bidders shall obtain a minimum of Eighty (80) points following evaluation of technical proposals (“Qualifying Technical Score”) to be considered for financial evaluation. Bidders obtaining less than the Qualifying Technical Score shall be rejected.

5) Each responsive proposal shall be attributed a technical score:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Methodology for implementation of security services and management</strong></td>
<td></td>
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<tr>
<td>of the contract.</td>
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<tr>
<td>- Supervision of security officers and contract management (05 points)</td>
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<tr>
<td>- Patrol arrangements, methodology and guard monitoring (05 points)</td>
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<tr>
<td>- Guard hours, benefits, and remuneration (04 points)</td>
<td>14</td>
</tr>
<tr>
<td><strong>2. Relevant experience of the company in similar assignments including:</strong></td>
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<tr>
<td>- Commercial banks, INGOs, diplomatic missions, large corporates (05 points)</td>
<td>15</td>
</tr>
<tr>
<td>- Similar size and number of sites, scope, geographical area (05 points)</td>
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<tr>
<td>- List of current and previous assignments indicating name of client, period and duration of the contract, contact person and telephone. Five clients, each client will earn one point (05 points).</td>
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<tr>
<td><strong>3. Safety and Security Knowledge:</strong></td>
<td>13</td>
</tr>
<tr>
<td>The bidder should demonstrate that the proposed personnel possess the necessary training related to the following areas:</td>
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<tr>
<td>- Detailed security training plan/syllabus (04 points)</td>
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<tr>
<td>- Availability of refresher course (02 points)</td>
<td></td>
</tr>
<tr>
<td>- First aid certification and periodic re-training (02 points)</td>
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<tr>
<td>- Basic health and safety knowledge and training (03 points)</td>
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<tr>
<td>- Bidding company must have a training facility (02 points)</td>
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</tr>
</tbody>
</table>

The Bank reserve the right to request proof of training for each security officer as when required during the duration of the contract.
4 Demonstrated possession of the necessary equipment and facilities for provision of security service, including:
   - Location of control room within 20km of Country Office (03 points)
   - Guard monitoring system, proposed technology (03 points)
   - Company-owned training facility (03 points)
   - Armed response capability (03 points)
   - Ability to produce intelligence, advisories, analysis (03 points)

5 Qualifications and level of competency of Basic Security Guard to be assigned to the execution of the contract at the residence and Bank plot:
   1. Police clearance or criminal background check. (02 points)
   2. Completed grade 9. (02 points)
   3. Three years of security experience. (03 points)
   4. Military/police experience desirable. (02 points)
   5. Speaks and understands English. (02 points)
   6. Level 1 First Aid competency. (02 points)

6 Qualifications and level of competency of Reception Security Officer to be assigned to the contract:
   1. Police clearance or criminal background check. (02 points)
   2. Five years of security experience. (03 points)
   3. English fluency (speaking and writing). (02 points)
   4. Military/Policing experience. (02 points)
   5. Basic computer skills (02 points)
   6. Grade 9 completed (02 points)
   7. Level 2 First Aid competency. (02 points)

7 Required documents, licences, certifications, etc.:
   - Proof of registration (02 points)
   - NAPSA (02 points)
   - Public liability insurance (02 points)
   - Tax Clearance Certificate from the ZRA (02 points)
   - An authenticated copy of the VAT & TPIN from ZRA (02 points)

8 Sustainable Procurement
The supplier demonstrate that they will provide security services in a sustainable manner taking into consideration the environment, social and economic aspects. (Refer to detailed sustainable procurement evaluation under appendix 6).

Total 100 points

6) The bidders obtaining the Qualifying Technical Score of Eighty (80) points shall be notified of the opening of financial proposals. The financial proposals shall be opened and checked for completeness and corrected for computational errors.

FINANCIAL EVALUATION

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

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

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

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

AWARD OF CONTRACT

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

10)

POST-QUALIFICATION

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

12) The selected bidder will be required to provide an insurance certificate for professional liability of the bidder.
STATEMENT OF CONFORMITY

To the African Development Bank
Zambia Country Office
Atlasmar House
746, Church Road
Lusaka, Zambia

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/COZM/2020/0166 and have no reservation to the RFP including addendum issued;

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

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

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

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

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

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

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

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

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

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

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

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

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

Name ______________________________ In the capacity of ______________________________

Signature ____________________________

Email ________________________________

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

Dated on ______________________________ Official Stamp

Country Office Zambia, 746 Church Road, Atlasmar House Lusaka Zambia
Telephone: +260 211257868 – Website: www.afdb.org
## BIDDER INFORMATION SHEET

1. Bidder’s Legal Name:

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

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

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

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

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

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

Note: Appendices to be completed and included in Bidder’s proposal.
PARTY TO JOINT VENTURE INFORMATION SHEET

1. Bidder’s Legal Name: ___________________________

2. JV’s Party legal name: ___________________________

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

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

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

6. JV’s Party Authorized Representative Information: ___________________________

   Name: ___________________________
   Address: ___________________________
   Telephone/Fax numbers: ___________________________
   Email Address: ___________________________

7. Attached are copies of original documents of: ___________________________

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

Note: Appendix to be completed and included in Bidder’s proposal; state “non-applicable” if appropriate.
QUALIFICATION (PASS/FAIL) ASSESSMENT

Bidders shall fully complete and submit this table (Appendix 6D) in their proposals in sufficient detail and provide evidence and supporting documentation to demonstrate compliance. Bidders shall meet each criterion by the deadline for submission of proposals.

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture partnership (JV) and any other form of All partners combined Each partner At least one partner</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>STATEMENT OF CONFORMITY AND BID SUBMISSION FORM</td>
<td>Must meet requirement Existing or intended JV must meet requirement Must meet requirement N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

A power of attorney shall be attached, if applicable.

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

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

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

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

The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>situation arising from a similar procedure provided for in the relevant national legislation or regulation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive,</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
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</tr>
<tr>
<td></td>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
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<tr>
<td>coercive and obstructive practices.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder shall not be subject to any of the situations above for a PASS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JV (if applicable)</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
<tr>
<td>The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### PASS/FAIL CRITERIA

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

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

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

### FINANCIAL STANDING

<table>
<thead>
<tr>
<th>See below</th>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet at least 20% of the requirement</th>
<th>Must meet 40% of the requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has a minimum turnover of at least ZMW 5,000,000 annually, for the last three years [2017, 2018, 2019 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>
<td>Must meet 40% of the requirement</td>
</tr>
<tr>
<td>The bidder can demonstrate sound financial performance?</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
</tr>
</tbody>
</table>

If yes, provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the past three years.
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bidders Compliance Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Single Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Joint venture and any other form of partnership (JV)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
<tr>
<td>[2017, 2018, 2019 or the latest],</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If the laws of the bidders’ country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2017, 2018, 2019 or the latest].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments?</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
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<tr>
<td>--------------------</td>
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<td>-----------------------------</td>
</tr>
<tr>
<td>Single Entity</td>
<td>Joint venture and any other form of partnership (JV)</td>
<td>Yes  No</td>
<td></td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
</tbody>
</table>

**GENERAL AND SPECIFIC EXPERIENCE**

The bidder has been in business for the past three (3) years.

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

The bidder has experience in at least [three (3)] similar contracts as a prime 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

<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>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
<td>Must meet requirement for one specialism</td>
</tr>
</tbody>
</table>
### PASS/FAIL CRITERIA

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

*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 3 years.

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

### HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION

<table>
<thead>
<tr>
<th><strong>Must meet requirement</strong></th>
<th><strong>Existing or intended JV must meet requirement</strong></th>
<th><strong>Must meet requirement</strong></th>
<th><strong>N/A</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The bidder has had a contract(s) terminated in the last three (3) years for unsatisfactory performance or default.</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Bidders shall complete the litigation history form.</strong></td>
<td></td>
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</tr>
<tr>
<td><strong>The bidder is involved in litigation that represents more than 50% percent of the bidder’s net worth.</strong></td>
<td></td>
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</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
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</tr>
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<td>Yes</td>
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</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
</tbody>
</table>

Bidders shall complete the litigation history form.

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

**CONFLICT OF INTEREST**

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

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

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

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

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

Name of Bidder:  
RFP Reference: 

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

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

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

<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>
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<tr>
<td></td>
<td></td>
<td>Name of Purchaser:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address of Purchaser:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract description:</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Contract award date:</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Termination date:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reason for termination:</td>
<td></td>
</tr>
</tbody>
</table>

### Pending Litigation

- □ □ □ No pending litigation
- □ □ □ Pending litigation

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

|      |                                    |                         |                                                      |
|      |                                    | Name of Purchaser:      |                                                      |
|      |                                    | Address of Purchaser:   |                                                      |
|      |                                    | Contract description:   |                                                      |
|      |                                    | Contract award date:    |                                                      |
|      |                                    | Matter in dispute:      |                                                      |
BID-SECURING DECLARATION FORM

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

Bid No.: ADB/RFP/COZM/2020/0166

To: The African Development Bank

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

Dated on _____________ day of ____________________, _______ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]
## CONFLICT OF INTEREST DISCLOSURE FORM

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

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>In the capacity of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed:</td>
<td></td>
</tr>
<tr>
<td>Duly authorized to sign this proposal for and on behalf of:</td>
<td></td>
</tr>
<tr>
<td>Dated on:</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 6H

PROPOSAL / METHODOLOGY / DESCRIPTION OF THE APPROACH / SOLUTION

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

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

1. Technical Proposal (Technical Envelope)

   (a) In respect of article 6 of the Letter of Invitation, the bidder must submit the following documents:
   - A statement of conformity (using format as described in Appendix 6A)
   - Power of attorney, if applicable

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

   (c) Details of the proposed methodology, including but not limited to:
   - bidder’s facilities, equipment, resources;
   - partnerships/networks, that may benefit the Bank;
   - handling/processing of security matters/issues;
   - reporting;
   - close protection tactics, techniques and procedures;
   - specialized security training and services;
   - suggestions of current tools used to enhance monitoring and reporting standards;
   - procedures to be used to meet the Bank’s service requirements at minimum costs.
(d) **Implementation Plan:** The service provider shall describe the plan to transition the account should they receive award of the contract. Please include:
- a project plan outlining the timeline for transition and successful assumption of all responsibilities, resource requirements, critical path and any other critical item for implementation;
- action items indicating party responsible for implementation [i.e., Bidder or the Bank];
- resource requirements and any other critical item for implementation;
- period required to commence services.

(e) **Experience and past performance:** bidder should provide at least three attestations duly signed by the companies for which the bidder provided similar services. The document should include signatory name, telephone and fax numbers.

(f) **Management Plan:** bidder must provide a comprehensive and complete written general management approach towards the project that clearly provides a practical approach and includes the following:
- Customer Service: Bidder shall describe its customer service plan including the response to unsatisfactory performance, ability to handle queries or deal with emergencies at all times, i.e. 24 hours per day;
- Quality Assurance and Control including (complaint management process, quality control systems and procedures proposed, etc.) and
- Details of disaster recovery program for continuous service on the contract.

(g) **Qualification of Proposed personnel**, professional experience and educational qualifications for this project (use format as described in Appendix 6G-2).
- Bidders should provide detailed information on the proposed supervisor(s) and key personnel, attaching his/her curriculum vitae, setting out his/her:
  - Suitability for the assignment;
  - Relevant skills and experience;
  - Outline the precise role the lead person will play;
- Training plan: Describe the proposed training plan. On-going training provided by the company (especially as regard to development of core competencies and soft skills) for its staff.

2. **Financial Proposal** (Financial envelope)
The financial proposal will include:
- a bid submission form, fully completed and signed (using format as described in Appendix 7A)
- a general table summarizing pricing (Appendix 7B)

3. **Currencies of Bid**
The Bidders are to submit their prices in Zambian Kwacha (ZMW). However, for the purpose of evaluation, the Bank will convert all bid prices into the Bank's Unit of Account by using the Bank’s monthly moving average rate for the applicable month (deadline for submission of quotations). The currency that shall be used to convert all bid prices expressed in various currencies into a single currency is: **UA** (Unit of Accounts).
SUMMARY OF PROPOSED KEY PERSONNEL

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

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

Note: Appendix to be completed and included in Bidder’s proposal.
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF  
(To be included in the Technical Proposal)

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

National Identity number:

Certificate of good conduct:

Date of Birth:

Years with Firm: Nationality:

Detailed Tasks Assigned:

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

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

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

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

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

Date:
Signature of staff or authorized officer from the bidding firm

Day/Month/Year
# LIST OF CURRENT AND PREVIOUS CLIENTS

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

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

Note: Appendix to be completed and included in Bidder’s proposal.
Major items of Contractor's Equipment proposed for carrying out the assignment.

List all information requested below.

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

Note: Appendix to be completed and included in Bidder's proposal.
DETAILED EVALUATION FOR SUSTAINABLE CRITERIA (100 Points) (weight = 10% of the Technical Evaluation)

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

1. **Economy**
   The Service Provider is requested to indicate how they will assist the Bank in finding more sustainable means in undertaking security services, so as to obtain value for money and economic efficiency. The provider is requested to indicate to what extent they are compliant, as regards to the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Yes /No</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consideration of sustainability issues when making planning and managing decisions.</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Sourcing of raw materials from local suppliers and supporting local entrepreneurship.</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Use of durable equipment that have long life span.</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Cost reduction and increased productivity arising from efficient use of resources, and in existing products and processes in relation to security.</td>
<td></td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

2. **Environment.**
   When possible the Service Provider is expected to protect the environment and minimize the environmental impact of work practices carried out by the company i.e. practices that will reduce harm on the environment and reduce wastage of resources. The provider is requested to indicate to what extent they are compliant, as regards to the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Yes /No</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For waste that can be reduced:</strong></td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>- Choose products that have minimal packaging.</td>
<td></td>
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<tr>
<td>- Use of foods which stop waste being generated.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>- Use of alternative energy sources.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>For waste that can be re-used:</strong></td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Re-use containers, packaging or waste products, wherever possible</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>For waste that can be recycled:</strong></td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Recycle waste material into useable products, wherever possible.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>For waste that can’t be avoided, reused or recycled</strong></td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>- Treat the waste to make it less harmful or reduce the volume of the harmful component.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>- Dispose of waste safely.</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
### 3. Social

The social aspect relates to the staff employed by the service provider. The provider is requested to indicate to what extent they are compliant, as regards to the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Yes /No</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employing staff from the local communities.</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Compliance with all laws related to wages, working hours and statutory benefits to relevant authorities. Workers compensations must be guaranteed in accordance to national applicable laws and regulations.</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Staffs’ free association and open communication with management regarding working conditions must be recognized without fear of harassment or any type of reprisal.</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Elimination of all forms of forced or compulsory labor.</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Abolition of child labor i.e. protecting a child from performing any type of work that can interfere in his/her education or that can be hazardous to the child’s health or physical, mental, spiritual, mental, spiritual, moral or social development.</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Have in place, an occupational health and safety policy</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>• First aid and accident arrangements,</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>• Occupational health and safety training for staff,</td>
<td></td>
<td></td>
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<tr>
<td>• Regular equipment maintenance,</td>
<td></td>
<td></td>
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<tr>
<td>• A process for reporting hazards and accidents.</td>
<td></td>
<td></td>
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<tr>
<td>• Use of protective gears e.g. clothing, boots, gloves for staff, depending on the nature of the nature of the job they do.</td>
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</tbody>
</table>

**Total 100. This part will constitute only 10% of the total evaluation score of the Bidder.**
SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE
To the African Development Bank
Zambia Country Office
Atlasmara House
746, Church Road
Lusaka
Zambia

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/COZM/2020/0166 and have no reservation to the RFP including addendum issued;

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

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

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

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

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

Name __________________________

In the capacity of ________________________

Signature ____________________________

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

Dated on ____________________________

Official Stamp ____________________________
Bidders are expected to indicate all the statutory benefits payable to the security agents, the administration fee and the profit margin. The number of agents may be revised upwards or downwards depending on the number of sites. In such case the amount payable will change accordingly.

### PRICE SCHEDULE FORM

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>QTY</th>
<th>UNIT PRICE@ month</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 OFFICE PREMISES - SECURITY GUARDING</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A DAY SHIFT</td>
<td>Security guards seven days a week (Monday to Sunday)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>B NIGHT SHIFT</td>
<td>Security guards seven days a week (Monday to Sunday)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>2 RESIDENTIAL SECURITY ( RESIDENT REPRESENTATIVE)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A DAY SHIFT</td>
<td>Security guards seven days a week (Monday to Sunday)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>B NIGHT SHIFT</td>
<td>Security guards seven days a week (Monday to Sunday)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>3 RESIDENTIAL SECURITY ( COUNTRY PROGRAMME OFFICER)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A DAY SHIFT</td>
<td>Security guards seven days a week (Monday to Sunday)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>B NIGHT SHIFT</td>
<td>Security guards seven days a week (Monday to Sunday)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>4 RESIDENTIAL SECURITY ( CHIEF UTILITY)</strong></td>
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</tbody>
</table>
OFFICER)

A  DAY SHIFT
Security guards seven days a week (Monday to Sunday) 1

B NIGHT SHIFT
Security guards seven days a week (Monday to Sunday) 1

5 BANK PLOT DAY SHIFT
Security guards seven days a week (Monday to Sunday) 06:00-18:00 1

Grand Total Per month

Amount for 12 months
Amount for three years

Please indicate the breakdown of the salary paid to the Security Personnel including but not limited to the items indicated below.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>Amount per guard</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIC SALARY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PENSION (insert %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL (insert %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER STATUTORY REQUIREMENTS (insert %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAYE (TAX) (insert %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GROSS SALARY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROVIDERS FIXED ADMINISTRATION COST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROVIDERS MARGIN BASED ON STAFF SALARIES</td>
<td></td>
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<tr>
<td>GRAND TOTAL</td>
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<td></td>
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</tbody>
</table>

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ARTICLE 3: ELIGIBILITY

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

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

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

b) Business: a Business is eligible if it satisfies the following criteria:
   - 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,
Provision of Security Services for COZM

insurance, installation, commissioning, training and initial maintenance, provided that the value of those Services is less than the value of the Goods acquired.

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

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

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

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

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

## REGIONAL COUNTRIES

|      |                  |      | Rep of Congo      |      |                  |      |                  |
| 41.  | Sao Tome & Principe | 42.  | Senegal           | 43.  | Seychelles       | 44.  | Sierra Leone     |
| 45.  | Somalia          | 46.  | South Sudan       | 47.  | Sudan            | 48.  | Swaziland        |
| 49.  | Tanzania         | 50.  | Togo              | 51.  | Tunisia           | 52.  | Uganda           |
| 53.  | Zambia           | 54.  | Zimbabwe          |      |                  |      |                  |

## NON REGIONAL COUNTRIES

| 25.  | United Kingdom   | 26.  | United States     |      |                  |      |                  |
|      |                  |      | of America        |      |                  |      |                  |
PART II – GENERAL AND SPECIFIC CONDITIONS

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.
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 moneys 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.
13.0 Period of performance and Liquidated Damages

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

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

14.0 Liability

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

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

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

15.0 Intellectual Property and Confidentiality

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

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

16.0 Dispute Settlement

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

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

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

16.4 The arbitration shall take place in, London, UK and shall be in the English language.

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

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

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

17.0 Governing law

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

18.0 Force Majeure

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

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

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

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

19.0 Severability

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

20.0 Copyrights, database and design rights

The deliverable report(s) and other creative work of the Contractor called for by this Contract/PO, including all written, graphic, audio, visual and other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media, (the “Deliverable Work”) is being specially commissioned as work made for hire in accordance with the applicable copyright, data protection and design laws of the country governing the Contract/PO originated. The Bank is the proprietor of the Deliverable Work from the time of its creation and owns all right, title and interest therein throughout the world including, without limitation, copyrights and all related rights. To the extent that it is determined that the Deliverable Work does not qualify as a work made for hire within the meaning of the applicable copyright, data protection and design laws of the country governing the Contract/PO, then the Contractor hereby irrevocably transfers and assigns to the Bank all of its right, title and interest, throughout the world and in perpetuity, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by the Contractor or any other person or entity.
SECTION 9 – CONTRACT AGREEMENT

DRAFT CONTRACT
PROVISION OF SECURITY SERVICES FOR ZAMBIA COUNTRY OFFICE
No ADB/CTR/COZM/2020/0166

THIS SERVICE CONTRACT (hereinafter called the "Contract") is entered into by and between

This Contract is entered into between the AFRICAN DEVELOPMENT BANK (hereinafter called the "Bank"), an international financial institution having its country office at plot 746, church road, Lusaka on one part, and ………………………………………………………………., formed and existing under the laws of ………………… (hereinafter called the "Contractor"), whose address is …………………………., on the other part.

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

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

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

ARTICLE 1. Definitions

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

(i) "Contract" means this Contract, including: Terms of reference/ KPI/SLA List and description of the premises - (Annex A), Contractor's Proposal with the Corrected Price Schedule - (Annex B), Names of initial key personnel (Annex C), General Terms and Conditions (Annex D), Revised price schedule (Annex E), Performance evaluation form (Annex F) and Negotiation minutes (Annex G).

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

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

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

(V) "Proposal" means the Contractor's proposal to the Bank for the performance of the Services.
(vi) “Country Manager” means the Bank’s Country Manager in charge of the Zambia Country Office, and includes any other officer of the Bank that the Country Manager may authorize to carry out the responsibilities of the Country Manager under this Contract.

(vii) “Services” means the security guard services to be provided by the Contractor under this Contract, as more specifically described in Annex A.

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

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

ARTICLE 2. Order of Precedence of Contract Documents
Annexes A, B, C, D, E, F, and G constitute integral parts of this Contract. In the event of any discrepancy or conflict between or among this main Contract Document, and the Annexes, then the document to prevail shall be given precedence in the following order:

(a) Main Contract Document
(b) Terms of reference/ KPI/SLA List and description of the premises - (Annex A)
(c) Contractor’s Proposal with the Corrected Price Schedule - (Annex B)
(d) Names of initial key personnel (Annex C)
(e) General Terms and Conditions (Annex D)
(f) Revised price schedule (Annex E)
(g) Performance evaluation form (Annex F)
(h) Negotiation minutes (Annex G)

ARTICLE 3. Purpose of Contract
The purpose of this Contract is to perform and provide Security Guard Services to the country office as stated in Annex A.

ARTICLE 4. Statement of Work
4.1 In performing the Services, the Contractor shall conform to the description; criteria, methodology, approach and work plan set forth in its Proposal.

4.2 Scope of Work
4.2.1 The services of uniformed, equipped, security personnel will be required seven days (7) per week, twenty-four (24) hours per day, for the sites stated in Annex A. The Bank reserves the right to make changes with regard to the work of the Contractor, including but not limited to increase or decrease the number of guards, change the hour of replacement of guards during the day, in accordance with its needs. If as a consequence of such modifications, the scope of the services is significantly changed, the Contract price may be equitably adjusted by written agreement of the Parties.
4.2.2 The Contractor shall not do any work, provide or perform any services, which may result in an additional charge to the Bank over and above the Total Contract Price referred to in Article 9, without the prior written consent of the Bank.

4.3 General Responsibilities of the Contractor

4.3.1 The Contractor shall provide fully uniformed and equipped security guard services for the protection of Bank employees, families, assets and property against, inter-alia, unauthorized intrusion, fire (detecting and reporting only), theft, pilferage, malicious injury and destruction.

4.3.2 The security services covered by this Contract shall be performed by qualified, careful, and efficient employees in strictest conformity with accepted security practice and standards. All the guards provided under this Contract must have been cleared by the Contractor as professionals capable to perform the Services as agreed.

4.3.3 The Contractor shall immediately verbally notify the Bank of any security problems or incidents. Contractor will thereafter submit a written report of the problems or incidents within forty-eight (48) hours of occurrence.

4.4 Work Hours

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

4.5 Contractor’s Personnel

4.5.1 Guards assigned must meet the following minimum requirements:

i. Uniformed - Own and maintain the provided uniforms and accessories, consistent with duties.
ii. All personnel shall be physically able to do their assigned work; such fitness shall be confirmed by an annual physical examination.
iii. All personnel shall be capable employees, who are well disciplined, thoroughly trained through in-house training courses and qualified in the work assigned to them.
iv. The Contractor’s personnel must carry company identification.
v. All personnel shall be equipped (by the Contractor) with: Shirt (male and female) – long and short sleeves, Trousers (male and female), Skirts (for females, long and not tight), Jacket “Bomber style”, Shoulder patches, rank insignia and name/rank plate, Coat (cold weather), Boots (military style with ankle support), Sweater (long sleeved), Summer headgear, cap Rain-coat, Torch, Whistle, Notepad and pen/pencil, Baton, Radio VHF handheld.

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

The guard personnel shall perform the following duties:

1. Guard is permitted to enter only those rooms and areas agreed upon, unless instructed to do so by the Country Manager.

2. Guard will not allow a visitor to enter the Bank premises, unless confirmed by Country Manager.

3. Guard will receive orders from the Contractor or the Country Manager or any other Bank staff designated by the Country Manager.

4. Guard may be requested to guard any location not included in the agreement, in which case the Bank will inform the Contractor and any modification will be made based on the agreement reached thereafter.

5. Guard shall immediately inform the Country Manager or his designees of anything found to be out of order or signs of suspicious activities.

6. Guards will not leave the assigned areas without the order of the Country Manager.

7. Guard who notice some strange phenomenon around the guard premises (such as strange person, object, car, etc.) act according to guard assignment instructions.

8. Guard will take the necessary reasonable measures to protect the guarded premises against incidents such as robbery, murder, arson or attempts of unauthorized entry (whether forcible or otherwise) and report to the Country Manager and the contractor for further instruction.

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

ARTICLE 5. Duration of the Contract

The duration of this contract is 3 years, ................., and may be renewed automatically up to two times for additional periods of one year each subject to satisfactory performance. The contractor will be assessed after six months before confirmation of the contract for the entire period of three years, with possible extension for a maximum of five years unless terminated earlier in accordance with the termination clause.

ARTICLE 6. Contractor’s Key Personnel

6.1 The Contractor shall assign the agreed number of Guards at the sites to secure Bank’s premises (names of the initial guards plus their resume are provided in Annex C);

6.2 During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is requested by the Bank or necessitated by illness, death, or termination of employment. The Contractor shall notify the Bank/COZM immediately of the need for substitution.
African Development Bank Group
Reference:
ADB/RFP/COZM/2020/0166

Provision of Security Services for COZM

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

ARTICLE 7. Standards of Performance

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

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

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

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

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

ARTICLE 8. Indemnification

8.1 Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Bank and the Contractor other than that of independent contractor. Accordingly, the Contractor hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Contractor, or the Contractors Associates.
The Contractor hereby indemnifies and holds harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses (“Losses”) (including, without limitation reasonable attorney’s fees) which the Bank may incur in relations to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Contractor or any of the Contractor’s Associates.

If pursuant to the provision set out herein any liability on the part of the contractor shall arise (whether under the express or implied terms of this contract, or as common law, or in any other way) to the Bank for any loss or damage of whatever nature arising out of or connected with the provision of, or purported provision of, or failure in provision of the Services covered by this Agreement, such liability shall be limited to the payment by the contractor (on its own behalf and on behalf of its employees and agents) of a sum not exceeding Zambian Kwacha …………… (ZMW………) in respect of any one event or series of related events attributable to one cause. Such payment shall be inclusive of capital, interest and all costs.

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

Notwithstanding the limitation of the contractor’s liability as provided in Clause 8.3 above and notwithstanding anything to the contrary contained in this contract, the contractor …………… shall have no liability whatsoever and howsoever caused to the Bank in respect of and for the following:

Any loss of profit, business, goodwill, contracts, revenues or anticipated savings, or special, indirect or consequential loss or damage of any nature whatsoever suffered by the Bank.

Any Loss arising from a cause of action not clearly attributable to a specific incident or series of incidents, including but not limited to continuous stock losses.

Any loss or damage attributable to the negligent acts of or acts of default, omission or commission of the Bank, its personnel or agents or third parties.

The contractor, its employees or agents, shall not be liable to the Bank in any circumstances or to any extent whatever in respect of Loss unless Notice of claim is received by the Contractor within forty-five (45) days of the discovery by the Bank, its employees or agents of the Loss alleged to give rise to any such liability.

For the full and proper performance of all of the Contractor’s obligations under this Contract, assuming the levels of deployment outlined in the Corrected Price Schedule for the Contractor contained in Annex B, the Bank shall pay the Contractor the Total Contract Price per year of ZMW ……….. (Zambian Kwacha …………. only) exclusive of VAT and other taxes. The parties hereto recognize that the actual amount payable is subject to adjustment depending on the actual number of guards deployed and the duration of deployment.
9.2 (Contractor) shall maintain its unit prices throughout the term of the contract; however, prices may change as a result of the Government announcing increase of minimum wage. Unless there is a proof of an increase on a specific indicator, which has an impact on the contractual prices (e.g. social contribution percentage, allowances enforced by the law, etc.), no changes will be applied to the unit rates. If the statutory change of price will happen the parties shall determine the revised prices taking into account the statutory changes, subject to the following caps: Year 2 – ZMW …………, Year 3 – ZMW …………, Year 4 – ZMW ………………, and Year 5 – ZMW ……………… which shall consist of the fixed unit price for each type of service or personnel multiply by the number effectively retained by the Bank.

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

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

ARTICLE 10. Payment for Services

10.1 The unit prices set forth in the Contractor’s Proposal are fixed and firm and not subject to escalation, however, prices may change as a result of the Government announcing increase of minimum wage. Unless there is a proof of evidence that there is an increase on a specific indicator, which has an impact on the contractual prices (e.g. social contribution percentage, allowances enforced by the law, etc.), no changes will be applied to the unit rates.

10.2 The currency of payment shall be the Zambian Kwacha (ZMW).

10.3 Upon submission of invoices by the Contractor, the Bank shall verify the invoices and effect the payment accordingly.

10.3.1 In case of any discrepancy, such information will be communicated to the contractor and payment shall be effected within thirty (30) days upon agreement by both parties.

10.3.2 The withholding by the Bank of any payment shall not affect the Contractor’s obligation to continue performance under this Contract, provided that the Contractor shall in all events be entitled for payment for services provided in accordance with this contract.

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

ARTICLE 11: Insurance
11.1 The Contractor shall provide and maintain insurance for an appropriate and adequate amount against public or third party liabilities for bodily injury or death or property damage arising from any operations or work carried out by the Contractor in order to comply with its obligations under the contract.

11.2 The Bank confirms that it has taken out and will at all material times in accordance with its applicable policies maintain appropriate insurance policies in respect of its properties to be guarded by the Contractor.

11.3 Both parties shall inform each other of insurance claims in relation to this contract in a timely manner.

ARTICLE 12: Confidentiality

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

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

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

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

ARTICLE 13. Suspension of Contract
13.1 The Bank may at any time suspend the performance of the Contract or any part thereof, even for its convenience, by one month’s written notice specifying the part to be suspended, the effective date and the anticipated period of suspension. The Bank shall not be responsible for the cost of the Contractor’s further performance of the suspended part after the Contractor has been directed to suspend performance.

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

ARTICLE 14. Force Majeure

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

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

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

ARTICLE 15. Termination of Contract

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

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

b) if the Contractor becomes insolvent of bankrupt;

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

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

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

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

15.4 Payment upon termination

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

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

**ARTICLE 16. General Provisions**

16.1 The date of entry into force of this Contract is the date of signature of the contractor.

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

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

The Country Manager  
Zambia Country Office  
Atlasmara House  
746 Church Road  
P O Box 51449  
Lusaka, Zambia

Notices to the Contractor shall be addressed to:

……………………
……………………
……………………

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

**ARTICLE 17. Corruption**

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

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

**ARTICLE 18. Modification**
African Development Bank Group
Reference: ADB/RFP/COZM/2020/0166

Provision of Security Services for COZM

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

ARTICLE 19. Settlement of disputes

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

19.2 The number of arbitrators shall be three. The appointing authority shall be the International Chamber of Commerce. The place of arbitration shall be Abidjan, Ivory Coast, and the language to be used in the arbitration proceedings shall be English. Either Party shall bear its own cost arising in connection with the arbitration and shall evenly share the cost for the arbitrator(s) and other common arbitration cost.

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

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

ARTICLE 20. Governing Law

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

ARTICLE 21. Severability

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

FOR THE BANK

Mailing Address The African Development Bank
Zambia Country Office–
Atlasmarca House
746 Church Road
P O Box 51449
Lusaka, Zambia

Attention Country Manager

FOR THE CONTRACTOR

Mailing Address

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

Signed for and behalf of
Contractor..............................................
Name: ..............................................
Title: ..............................................
Date: ..............................................

Signed for and behalf of
African Development Bank
Name: ..............................................
Title: ..............................................
Date: ..............................................
SECTION 10 – PERFORMANCE EVALUATION OF SERVICE PROVIDER

PERFORMANCE EVALUATION OF SERVICE CONTRACT PROVIDERS

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

- **Very Good**: 90% and above
- **Good**: 80% to 89%
- **Satisfactory**: 70% to 79%
- **Poor**: 50% to 69%
- **Unsatisfactory**: 50% and below

**EVALUATION CRITERIA**

<table>
<thead>
<tr>
<th>I. PROVIDER'S CAPACITY</th>
<th>COEFFICIENT (1-3)</th>
<th>RATING (1-10)</th>
<th>TOTAL SCORED</th>
<th>Maximum Possible Score</th>
<th>COMMENTS</th>
</tr>
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<tbody>
<tr>
<td>1. CONTRACT SUPERVISION QUALITY</td>
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<tr>
<td>2. COMPLIANCE WITH RULES</td>
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<td>3. COMPLIANCE WITH TIMEFRAMES</td>
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<td>4. SUPPLY</td>
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<td>5. HUMAN RESOURCES</td>
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<td>6. TECHNICAL RESOURCES</td>
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<td>7. MATERIAL RESOURCES</td>
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<td>8. APPROPRIATE MEASURES PROPOSED</td>
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<td>9. ANTICIPATION AND PROACTIVE HANDLING OF PROBLEMS</td>
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<td>10. PLANNING</td>
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<td>11. COMPLIANCE WITH LOCAL LAWS</td>
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<td>12. COMPLIANCE OF SERVICES</td>
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<tr>
<td>13. IDENTIFICATION OF SERVICE PROVIDER'S STAFF (uniform, badge etc)</td>
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<td>14. MANAGEMENT EFFECTIVENESS</td>
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<td>15. COST CONTROL</td>
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<td>16. COMPLIANCE WITH STANDARDS</td>
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### Provision of Security Services for COZM

<table>
<thead>
<tr>
<th>17. CAPACITY TO UPDATE SYSTEM INSTALLED</th>
<th>18. TIME FLEXIBILITY</th>
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<tbody>
<tr>
<td>19. COMPLIANCE WITH CONTRACT CLAUSES</td>
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<tr>
<td>20. COMPLIANCE WITH TOR/TECHNICAL SPECIFICATIONS</td>
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<tr>
<td>21. RESPECT FOR THE ENVIRONMENT</td>
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<td>22. INNOVATION OF SERVICES</td>
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<td>23. SKILLS TRANSFER, TRAINING</td>
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### II. STAFF

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

<table>
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<tr>
<th>1. QUALITY OF SERVICE</th>
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<td>3. CLEANLINESS</td>
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<td>4. QUANTITY</td>
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<td>5. VARIETY</td>
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**COMPLIANCE OF SUSTAINABILITY REQUIREMENTS**

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<tr>
<th>COMPLIANCE ON ECONOMY AS PER TOR</th>
<th>COMPLIANCE OF ENVIRONMENTAL REQUIREMENTS</th>
<th>COMPLIANCE OF SOCIAL ASPECTS</th>
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**TOTAL**