REQUEST FOR QUOTATION

SUPPLY OF OFFICE STATIONARIES AND OFFICE DEVICES FOR THE AFRICAN DEVELOPMENT BANK AT THE MOZAMBIQUE COUNTRY OFFICE

Reference: ADB/RFQ/COMZ/2017/0078

(Please quote this African Development Bank’s reference in all correspondence)

Invitation Letter

To,

Dear Sir/ Madam,

1. The African Development Bank (the “Bank”) requests your price quotations for the items specified in this Request for Quotations (RFQ) to be supplied along two years in a continuous base when ordered, as a framework agreement with the shortlisted suppliers. The unit price must be quoted in Meticais, valid for 60 days. After these days, your will be requested to update the prices monthly by e-mail. Please note that the shortlisted bidders will agree to sign a nonexclusive contract (attached form).

2. Your quotation should be sent by completing/handwriting on the Price Schedule at Annexure I and should be delivered at the address given below:
   
   African Development Bank,
   Mozambique Country Office
   4th Floor – Torres Rani - Rua Tenente Osvaldo
   Tazama
   Maputo, Mozambique

3. Quotations must be submitted in a sealed double envelope. The inner envelope must carry the name and address of the bidder and the RFQ reference. The outer envelope must only carry the RFQ Reference.

4. Queries and immediate express of interest if required, have to be sent by e-mail to the address below until May 31th, 2017. Samples of all items requested are available to see in the office during the site visit.
SUPPLY OF STATIONARY
Reference: ADB/RFQ/COMZ/2017/0078

Tenders.SARC@AFDB.ORG
5. Deadline for submission will be June 16th, 2017, 11.00, Maputo time.

5. Late quotations, portion of quotations or incomplete quotations, quotations not received at the date and time indicated above shall not be accepted for evaluation irrespective of circumstances. Also, on this first request, shall not be accepted quotations out of envelop or sent by e-mail.

6. Quotations are made taking into account all documents of this RFQ, including the Special Conditions for this purchase given in Annexure III - Attached

7. All goods and related services to be supplied under this RFQ should have their origin in eligible member countries of the African Development Bank. A list of the eligible member countries is given in Annexure 11. The Bank may, at its discretion, require the bidder to produce documentary evidence in respect of the country of origin mentioned.

Joseph Ribeiro
Country Manager (COMZ)
# Annexure I - Price Schedule

To: African Development Bank  
Mozambique Country Office  
Maputo

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

<table>
<thead>
<tr>
<th>Nr.</th>
<th>Description</th>
<th>Quantity/Unit</th>
<th>Price per Quantity/Unit in MZN</th>
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<tbody>
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<td>1</td>
<td>Paper A3</td>
<td>1 Resma de 500 folhas</td>
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<tr>
<td>2</td>
<td>Paper A4</td>
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<td>3</td>
<td>Big spring</td>
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<td>4</td>
<td>Medium spring</td>
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<tr>
<td>5</td>
<td>Small spring</td>
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<td>6</td>
<td>Whiteboard marker</td>
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<td>7</td>
<td>Highlighters</td>
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<td>8</td>
<td>Marker for flip chart</td>
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<td>Pastes plastic bantex 3230-10 (variation colored)</td>
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<td>Glue stick</td>
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<td>11</td>
<td>Small sticky tape</td>
<td>1 fita</td>
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<tr>
<td>12</td>
<td>Big sticky tape transparent</td>
<td>1 fita</td>
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<td>13</td>
<td>Notebook A5</td>
<td>1 bloco</td>
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<td>14</td>
<td>Notebook A4</td>
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<td>Description</td>
<td>Description in Portuguese</td>
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<td>80</td>
<td>Small Punch</td>
<td>Furadores pequenos</td>
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<td>lamp</td>
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<td>Separating color</td>
<td>Separadores a cores de cartolina</td>
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<td>Separating</td>
<td>Separadores plastico cor creme</td>
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<td>Plastics package</td>
<td>Plásticos de arquivos transparente - Bantex 2059 (Mete papel e arquivar na sem furar)</td>
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<td>Régua plástica de 50cm</td>
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<td>Ruler 30cm</td>
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<td>Blue pen Link Offex Medium</td>
<td>Caneta azul Link Offex Mediu</td>
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<td>Caneta preta Link Offex Mediu</td>
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<td>Saca Grafos Bantex 9355</td>
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<td>100</td>
<td>Stick Notes(self adhesive)</td>
<td>Post it com cola, amarelo, 3inx5in/76mmx127mm</td>
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<td>1 fio, plástico, tipo mola/elástico.</td>
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<td>1 prateleira de 3 compartimentos A4</td>
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<td>Coat hanger</td>
<td>Bengaleiro</td>
<td>1 Bengaleiro</td>
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<td>105</td>
<td>Camera*</td>
<td>Camera Digital*</td>
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<td>- Nikon/Canon/SONY</td>
<td>- Nikon/Canon/SONY</td>
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<td>- 20 megapixel</td>
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<td>- 50X Optical Zoom</td>
<td>- 50X Optical Zoom</td>
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<td></td>
<td>- 3 inch LCD Screen</td>
<td>- 3 inch LCD Screen</td>
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<td>- Full HD Video Mode</td>
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<td>- 11 Point Auto Focus</td>
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<td>- 8GB Memory Card</td>
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*Not mandatory - Only if you have/can supply.

*Delivery required at: African Development Bank, Mozambique Country Office

Payment Terms: 100% Payment on Delivery, Certification & Invoicing

Shipping Mode

Delivery period: 7 Days from issuance of Purchase Order.

Warrant/ Guarantee offered

Quotation Valid for: 60 days
Currency stated in Mozambican Meticais

Any additional special conditions are given in this RFQ. In case of any conflict, these supersede any General Conditions for Purchase of Goods.

By signing and returning this Price Schedule, we agree to supply to the African Development Bank the above mentioned items at the rates quoted. We agree that the contract will be governed by the General Conditions of Purchase of Goods of the African Development Bank and the Special Conditions for this purchase.

<table>
<thead>
<tr>
<th>Bidder Comments (if any):</th>
<th>Name, Signature and functional title of Person completing this Form</th>
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<tr>
<td>(Add additional pages if necessary)</td>
<td>Seal of the company giving the name and address.</td>
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### Regional Countries

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<td>41. Sao Tome &amp; Principe</td>
<td>42. Senegal</td>
<td>43. Seychelles</td>
<td>44. Sierra Leone</td>
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<td>45. Somalia</td>
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<td>47. Swaziland</td>
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<td>49. Togo</td>
<td>50. Tunisia</td>
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<td>53. Zimbabwe</td>
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### Non-Regional Countries

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<td>25. United States of America</td>
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ANNEXURE III

African Development Bank

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

1.0 Constitution of Contract

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

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

2.0 Performance of Contract

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

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

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

3.0 Conflict of interest

3.1 The remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor shall not accept for its benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any subcontractors, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2 Contractor or the contractor’s employees, subcontractors and subcontractor’s employees shall, during the term of the Contract/PO strictly avoid carrying out any other assignments that may be in conflict with this assignment for the Bank.

4.0 Financial Liability, Immunities and Applicable Law

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

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

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

5.0 Insurance

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

6.0 Documents

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

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

7.0 Changes

7.1 The Bank may, at any time by written order designated or indicated to be a change order, make changes to the Contract/PO or any part thereof.
7.2 If any such change increases or decreases the cost of and/or the time required for the performance of any part of the Contract/PO, an equitable adjustment shall be made in the Contract/PO price or time schedule or both, and the Contract/PO shall accordingly be amended. No change in, modification of, or revision to the Contract/PO shall be valid unless in writing and signed by an authorized representative of the Bank.

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

### 8.0 Payment and Claims

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

**East Africa Resource Centre**  
**African Development Bank**  
**Khushhee Tower, Longonot Road,**  
**Upper Hill P.O Box 4861-00200**  
**Nairobi.**  
**KENYA**

Appropriate documentation should accompany all invoices.

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

### 9.0 Warranties

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

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

### 10.0 Safety

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

### 11.0 Suspension

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

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

12.0 Termination of Contract/PO

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

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

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

12.1.3 For convenience, without assigning any reason.

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

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

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

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

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

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

13.0 Period of performance and Liquidated Damages

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

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

14.0 Liability

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

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

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

15.0 Intellectual Property and Confidentiality

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

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, [City of the Field office domicile], [Country] 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.