Request for Quotation (RFQ)
SUPPLY OF COMPUTERS FOR THE PARLIAMENT OF THE ARAB REPUBLIC OF EGYPT

REF: ADB/RFQ/COEG/2019/0038

SUPPORT TO PARLIAMENT PROJECT: BUILDING CAPACITY AND MAINSTREAMING INCLUSIVE GROWTH AND DECENTRALIZATION - EGYPT

Country Office, Egypt
12 March 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Reference</th>
<th>Contents</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART I</strong></td>
<td><strong>SELECTION PROCEDURES AND REQUIREMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>Section 1</td>
<td>Letter of Invitation</td>
<td>For information</td>
</tr>
<tr>
<td>Section 2</td>
<td>Instructions to Bidders</td>
<td>For information</td>
</tr>
<tr>
<td>Section 3</td>
<td>RFQ Data Sheet</td>
<td>For information</td>
</tr>
<tr>
<td>Section 4</td>
<td>Description of Goods and Services</td>
<td>For information</td>
</tr>
<tr>
<td>Section 5</td>
<td><strong>Bid Questionnaire</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appendix 5A – Statement of Conformity</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 5B – Bidder Information Sheet</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 5C – Party to Joint Venture Information Sheet</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 5D – Qualification (Pass/Fail) Assessment</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 5E – Conflict of Interest Disclosure Form</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 5F - Technical Proposal</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 5G – Price Schedule</td>
<td>For completion</td>
</tr>
<tr>
<td>Section 6</td>
<td>Eligibility Requirements</td>
<td>For information</td>
</tr>
<tr>
<td><strong>PART II</strong></td>
<td><strong>CONDITIONS OF CONTRACT</strong></td>
<td></td>
</tr>
<tr>
<td>Section 7</td>
<td>General and Special Conditions of Contract</td>
<td>For information</td>
</tr>
<tr>
<td></td>
<td>Appendix 7A- Draft Contract Agreement</td>
<td>For information</td>
</tr>
</tbody>
</table>
SECTION I – LETTER OF INVITATION

Dear Sir/Madam,

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

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

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

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

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

6. The information contained in the RFQ is designed to enable bidders complete and submit quotations. Bidders shall read the RFQ carefully and ensure quotations comply with the instructions provided in the RFQ. Bidders are required to complete and submit the Quotation Questionnaire (Section 5) in accordance with the Instructions to Bidders (Section 2), RFQ Data Sheet (Section 3), Description of Goods and Services (Section 4), Eligibility criteria (Section 6) and General and Specific Conditions (Section 7). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.

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


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

[Signature]
Malinne Blomberg
Country Manager, COEG
Northern Africa Regional Development and Business Delivery Office (RDGN)

Page 3 of 50

RFQ open competition

African Development Bank - Egypt Field Office (COEG), 72b, Al-Maahad Al-Eshteraki St (opp Merryland) - Tel: +202 22 56 37 90 - e-mail: tender@afdb.org - Internet: www.afdb.org
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 RFQ.

2. Procurement Ethics, Integrity, Anti-corruption and Fairness
   2.1. It is the Bank’s policy that bidders/providers 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 quotation 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 contract, either indefinitely or for a stated period of time.
   2.2. A bidder/provider who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank shall reject a quotation if it determines that any such gift has been offered.
   2.3. All bidders/providers 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 shall provide full details of the JV and nature of relationship with other members. Bidders forming a JV shall nominate an authorized representative (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 of no more than four partners. 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 quotations and entering into the contract.

6. Amendment of RFQ - The Bank reserves the right to modify any content of the RFQ without incurring any liability to any bidder. Any such amendment shall be seen 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 quotations.

7. Clarification of RFQ
   7.1. A bidder requiring any clarification shall notify the Bank in writing at the details provided in the RFQ Data Sheet and within the period for clarification in the RFQ 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 RFQ will be unacceptable, such issue and any request for change shall be raised at the earliest opportunity in writing at the details provided in the RFQ Data Sheet and in any event no later than the deadline in the RFQ 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’s staff directly or indirectly in relation to the procurement (except staff specified in the RFQ) shall be disqualified.

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

8. Pre-Bid meeting

8.1. If provided in the RFQ Data Sheet, bidders are invited to a pre-bid meeting. Bidders shall submit questions in writing to the address in the RFQ Data Sheet no later than one week before the meeting. The cost of the pre-bid meeting shall be at the bidder’s own expense.

8.2. If provided in the RFQ Data Sheet that attendance at pre-bid meeting is mandatory, any bidder wishing to submit a quotation shall attend pre-bid meeting. The Bank shall not consider a quotation from a bidder who does not attend the mandatory pre-bid meeting. Minutes of the meeting shall be posted on the Bank’s website.

PREPARATION OF QUOTATIONS

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

10. Language of Quotations - The quotation and all correspondence and documents submitted by the bidder shall be written in the language specified in the RFQ Data Sheet. Any printed literature furnished by the bidder written in another language other than the language specified in the RFQ Data Sheet shall be accompanied by a certified translation in the language in the RFQ Data Sheet of its pertinent passages in which case, for the purpose of interpretation of the quotation, 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 Quotation - Quotations shall comprise the Quotation Questionnaire, completed in full and supported with evidence and information requested by the Bank. The questionnaire shall be completed without alterations to its format and content. No other substitutes shall be accepted.

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

14. Meeting the Bank’s requirements - Unless otherwise provided, bidders shall meet the Bank’s requirement by the deadline for submission of quotations.

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

16.1. The Bank may request samples at any time during the procurement process. Bidders shall provide samples free of charge. A bidder who fails to provide 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 bidders’ own cost.

16.2. If provided in the RFQ, the Bank shall conduct an inspection of the goods and services. 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 all expenses incurred by the bidder for such inspection.

17. **Demonstration** - If provided in the RFQ, 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.

18. **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.

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

20. **Acceptance of the General and Specific Conditions** - It shall be clearly understood that by submitting a quotation in response to the RFQ, a bidder shall be deemed to have accepted the General and Specific Conditions. A quotation that does not accept the General and Specific Conditions shall be rejected as non-responsive.

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

22. **Bid Prices**

22.1. The prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all labour, materials, maintenance, transportation, insurance, profit, risks, liabilities and obligations set out or implied in the contract.

22.2. 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.

22.3. The prices shall be expressed in the currency in the RFP Data Sheet. All prices should be expressed in the same currency.

23. **Lots** – If the Bank’s requirement is sub-divided into separate units ("lots"), bidders can submit a quotation for one or multiple lots unless otherwise stated in the RFQ Data Sheet.

24. **Period of Validity of Quotations** - Quotations shall remain valid for a period of not less than the period
stated in the RFQ Data Sheet. Quotations valid for a shorter period shall be rejected as non-responsive.

25. The Bank may require bidders to extend the period of validity of quotations. If the bidder does not extend the period of validity, the quotation may be rejected. A bidder granting the request shall not be required or permitted to modify its quotation.

SUBMISSION AND OPENING OF QUOTATIONS
26. Deadline for Submission of Quotations - The Bank shall receive quotations no later than the deadline in the RFQ Data Sheet. It is the sole responsibility of bidders to ensure timely receipt of quotations by the Bank. The Bank may extend the deadline for submission of quotations at any time without incurring any liability to bidders.

27. Late Quotations – The Bank shall not consider any quotation received after the deadline for submission. Any quotation received by the Bank after the deadline for submission shall be declared late and rejected by the Bank.

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

29. Quotations submitted via AfDB e-Procurement portal
29.1. If provided in the RFQ Data Sheet, quotations shall be submitted electronically via AfDB e-Procurement portal.
29.2. Bidders can obtain guidance on submitting quotations electronically in the user manual in AfDB e-Procurement portal.
29.3. The Bank reserves the right to request the original of any form, document or authorization submitted electronically by any bidder.

30. Quotations submitted by mail, courier or hand-delivery
30.1. If provided in the RFQ Data Sheet, quotations shall be submitted by mail, courier or hand delivery.
30.2. Quotations shall be submitted in a sealed envelope (one original and four copies and any attachments, appendix and annex thereto must also be submitted in one original and four copies) and delivered to the address in the RFQ Data Sheet. The original quotation must clearly mark “Original” and each of the four copies must clearly mark “Copy”.
30.3. Each bidder shall seal the original and copies of the quotation in an envelope (the “internal envelope”). The internal envelope shall carry the name and address of the bidder and the RFQ reference. The internal envelope shall be placed in a large single envelope (the “external envelope”). The external envelope shall be anonymous and carry the label in the RFQ Data Sheet that should be photocopied and placed on the external envelope.
30.4. Any alternative quotation shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly identified as “Alternative”.
30.5. All pages of the quotation shall be numbered. Each copy of the quotation shall be bound in a single volume where practical. All documentation submitted with the quotation shall be bound in a single volume.
30.6. The person or persons signing the quotation shall initial all pages of the quotation where correction has been made.
30.7. When delivered by hand, the quotation shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 12.00 hrs. and from 14.00 hrs. to 18.00 hrs., Sunday through Thursday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.
31. **Modification / Withdrawal of Quotations** – Bidders may modify or withdraw quotations prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw quotations after the deadline for submission.

31.1. **Quotations submitted via AfDB e-Procurement portal** - Bidders can obtain guidance on modifying or withdrawing quotations in the user manual.

31.2. **Quotations 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 1 and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as “Modification” or “Withdrawal”.

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

**EXAMINATION OF QUOTATIONS**

33. **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 should not be disclosed to the public. The Bank shall endeavor to maintain confidentiality of confidential information and evaluation of quotations. The Bank reserves the right to disclose information in accordance with its policy on Disclosure and Access to Information.

34. **Clarification of Quotations**

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

34.1.1. Require any bidder to clarify any part of its quotation;

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

34.1.3. Undertake site visit to any bidder; or

34.1.4. Contact referees provided by any bidder.

34.2. 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 quotation shall be sought, offered or permitted. Where a bidder does not provide the information requested the quotation shall be evaluated as presented.

35. **Determination of Responsiveness**

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

35.1.1. “Deviation” is a departure from the requirements specified in the RFQ;

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

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

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

35.2.1. if accepted, would:

35.2.1.1. affect in any substantial way the scope, quality or performance of the requirements as specified in the RFQ;

35.2.1.2. limit in any substantial way, inconsistent with the RFQ, the Bank’s rights or the bidder’s obligations under the proposed contract; or

35.2.1.3. if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive quotations.
35.3. The Bank shall examine quotations to determine whether quotations are substantially responsive with the requirements. The Bank shall reject a quotation not substantially responsive to the requirements of the RFQ.

**BID EVALUATION**

36. **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 quotations).

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

**AWARD OF CONTRACT**

38. **Award Methodology**

38.1. The Bank shall award the contract to the bidder whose quotation meets the qualification criteria, is substantially responsive and offers the lowest evaluated quotation price.

38.2. Unless otherwise provided, the Bank shall evaluate quotations in the following successive stages:

<table>
<thead>
<tr>
<th>Stage of Evaluation</th>
<th>Section Reference / Purpose</th>
<th>Evaluation Criteria</th>
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<tbody>
<tr>
<td>Stage 1</td>
<td>Examination of Quotations</td>
<td>The Bank shall examine quotations to determine compliance with the requirements of the RFQ – this includes checking the legal validity of quotations and completeness of the required documents. The Bank shall reject quotations that do not meet the terms and conditions of the RFQ. Quotations that meet the requirements shall be considered for stage 2.</td>
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<tr>
<td>Stage 2</td>
<td>Qualification Criteria (Section 5)</td>
<td><strong>Pass/Fail</strong> Bidders must pass each eligibility and qualification criterion to be considered for stage 3. Failure to satisfy any criterion shall result in disqualification of the bidder.</td>
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<tr>
<td>Stage 3</td>
<td>Technical Evaluation (Section 5)</td>
<td>The Bank shall examine technical quotations. Quotations that are substantially responsive to the technical requirements and conditions shall be considered for stage 4. Quotations that are not substantially responsive to the technical requirements and conditions shall be rejected.</td>
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<tr>
<td>Stage 4</td>
<td>Correction of arithmetic errors</td>
<td>The financial offers shall be checked for completeness and corrected for computational errors.</td>
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<td>Stage 5</td>
<td>Price Schedule (Section 5)</td>
<td>Quotations shall be ranked according to price. The bid offering the lowest evaluated quotation price shall be ranked first.</td>
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<td>Stage 6</td>
<td>Final Ranking</td>
<td>The contract or purchase order shall be offered to the</td>
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qualified bidder whose quotation is substantially responsive to the requirements and with whom satisfactory price, terms and conditions have been agreed.

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

40. **Best and Final Offer** - Following evaluation of quotations, the Bank may decide to obtain Best and Final Offers from qualified bidders whose quotations 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.

41. **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.

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

43. **Award Protest Procedure** — The Bank has a complaint procedure about the conduct of the procurement process 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.

44. **Contractual Relationship** - The contractual relationship shall be governed by the General and Specific Conditions and shall include the description of goods and services and the successful bidder’s technical offer and financial quotation. **No other terms and conditions put forward by a bidder shall form part of the contract.**

**FURTHER ASSISTANCE**

45. **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.

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

ANNEX I – RFQ DATA SHEET

The numbering below refer to the appropriate numbering of the introduction

§ 1
The goods and services to be provided are: ‘supply of Computers’ and as outlined in Section 4.

§ 1
To qualify for award, bidders (including each partner in a joint venture, partnership, subcontractors) shall meet the following pass/fail qualification criteria:

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

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

Financial Standing: An average turnover of at least 80,000 USD per annum for the last three years [2015, 2016, 2017 or latest]. A bidder shall demonstrate current soundness of their financial position and long-term profitability.

General and Specific Experience: a bidder shall have a minimum of 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 3 years.

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

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

§ 7
Request for clarification and/or request for change to the RFQ shall be sent in writing: by electronic mail to: e.mohamedahmed@afdb.org, h.refaat@afdb.org. The request for clarifications shall be received by the Bank no later than: 20 March 2019 at 11:00 am Cairo time.

§ 8
The Bank shall organize a pre-bid meeting: YES

Date and Time and Venue:
Pre-bid Meeting
Date: 21 March 2019
Time: 11:00 am Cairo time
72b, al-Maahad Al-Eshteraki St (opp Merryland), Afreximbank Building, 5th floor, Heliopolis, Cairo, Egypt Tel: +202 22 56 37 90/1
Pre-bid meeting is a mandatory requirement: NO

§ 10
The language of quotations and all correspondence is: English. Any documents submitted in Arabic should be accompanied by a corresponding translation in English.
<table>
<thead>
<tr>
<th>Section</th>
<th>Requirement</th>
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<tbody>
<tr>
<td>§ 19</td>
<td>Alternative quotations are accepted: <strong>NO</strong></td>
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<td>§ 22</td>
<td>The prices shall be expressed in <strong>EGP or USD</strong>.</td>
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<td>§ 23</td>
<td>The Bank’s requirement is divided into lots: <strong>NO</strong></td>
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<td>Bidders can submit a quotation for one or multiple lots: <strong>Not Applicable</strong>.</td>
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<td>§ 24</td>
<td>The minimum validity period of the quotation is <strong>a hundred twenty (120) days</strong> from the deadline for submission of quotations.</td>
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<td>§ 25</td>
<td>The deadline for submission of quotations is: <strong>7 April 2019 at 3:00 pm Cairo time</strong>.</td>
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<td>§ 28</td>
<td>Quotations shall be submitted electronically via AfDB e-Procurement portal: <strong>NO</strong></td>
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<td>§ 29</td>
<td>Quotations shall be submitted by courier or hand delivery: <strong>YES</strong></td>
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<td>Quotations shall be sent to the following address and the external envelope shall bear the following information:</td>
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<td><strong>African Development Bank - Egypt Field Office</strong></td>
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<td><strong>72b, al-Maahad Al-Eshteraki St (opp Merryland)</strong></td>
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<td><strong>RFQ – DO NOT OPEN UNTIL BID OPENING DAY</strong></td>
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<td><strong>Reference: ADB/RFQ/COEG/2019/0038 [supply of Computers]</strong></td>
</tr>
<tr>
<td></td>
<td><strong>RFQ Closing Date and Time: 7 April 2019 at 3:00 pm Cairo time.</strong></td>
</tr>
</tbody>
</table>
SECTION 4 – DESCRIPTION OF GOODS AND SERVICES

List of Goods

Delivery, installation, testing and handing-over of all-in-one Personal Computers (PCs).

Delivery and Completion Schedule

The implementation starts immediately on signing the contract agreement. The equipment shall be delivered, operated, tested and handed-over in 3 calendar months maximum from the date of signature of the contract agreement. The supplier will deploy all necessary resources in terms of equipment and personnel for successful execution of the contract.

Technical Specification

<table>
<thead>
<tr>
<th>SPECIFICATION</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>INTEL CORE i5- 7th GEN MIN</td>
</tr>
<tr>
<td>Memory</td>
<td>16 GB, DDR4, 2400MHZ,MIN</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>1TB 5400 RPM</td>
</tr>
<tr>
<td>Graphics</td>
<td>NVIDIA GeForce GT930A, 2GB, GDDR3 Or equivalent, as min</td>
</tr>
<tr>
<td>Optical Drive</td>
<td>External DVD-RW</td>
</tr>
<tr>
<td>Connectivity</td>
<td>802.11 a/c Wi-Fi, Bluetooth 4.0, Ethernet lan</td>
</tr>
<tr>
<td>Ports</td>
<td>USB 3.0, Combo HDMI in- out, RJ45, microphone/earphone combo jack</td>
</tr>
<tr>
<td>Display Type</td>
<td>20&quot; FHD, LED, min</td>
</tr>
<tr>
<td>Others</td>
<td>USB Key board and USB optical mouse</td>
</tr>
</tbody>
</table>

The supplier should ensure that all power cables supplied for the PCs must be in compliance with the Egyptian standard outlets. Illustrative pictures of some Egyptian outlets are as follows:

Sustainable Procurement

The bidder should demonstrate how the contract can be delivered in an environmentally and socially responsible manner.
SECTION 5 – QUOTATION QUESTIONNAIRE

Appendix 5A

STATEMENT OF CONFORMITY

To African Development Bank - Egypt Field Office
72b, al-Maahad Al-Eshteraki St (opp Merryland)
Afreximbank Building
5th floor
Heliopolis, Cairo
Egypt

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

(a) We have examined the Request for Quotation (RFQ) No ADB/RFQ/COEG/2019/0038 and have no reservations to the RFQ 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 RFQ and in the amount indicated in the Price Schedule form included in our quotation;
(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 RFQ shall not be applicable to any resulting contract or purchase order;
(e) If provided in the RFQ, the prices quoted shall remain fixed for the duration of the contract or purchase order;
(f) Our quotation shall be valid for the period indicated in the RFQ and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(g) 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;
(h) 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;
(i) We understand that if we withdraw our quotation after the closing date, the Bank may decide to exclude us from future procurements;
(j) We, including our subcontractors or suppliers for any part of the contract, have nationalities from eligible countries;
(k) 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;
(l) 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 or purchase order, 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 lowest evaluated quotation price or any other quotation that you may receive.

We confirm that the undersigned are authorized to commit the bidder(s) to the obligations contained in the RFQ and the contract or purchase order.

Name ___________________________ In the capacity of ___________________________

Signature ___________________________

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

Dated on ___________________________ Official Stamp
# Appendix 5B

## 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, Consultation 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 Registration, Constitution or Incorporation 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 country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.
   - Organizational chart of the company and list of current staff
PARTY TO JOINT VENTURE INFORMATION SHEET

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 registration or constitution 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 authorizing representative of the JV.
   - In case of government owned entity from the Bank's 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
Bidders must complete all sections in the questionnaire in sufficient detail and provide evidence and supporting documentation to demonstrate compliance. Bidders shall meet each criterion by the deadline for submission of quotations.

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

**STATEMENT OF CONFORMITY**

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

A power of attorney shall be attached, if applicable.

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

**ELIGIBILITY CRITERIA**

The bidder is from a member country of the Bank.

If yes, provide evidence, such as,
affidavit of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.

The goods and services offered are produced in a member country of the Bank.

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

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

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

The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.

The bidder has been convicted of a criminal offence relating to the conduct of its business of profession.
The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.

The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.

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

The bidder, or any of its affiliates, has been engaged to provide consulting services for the preparation or implementation of the procurement.

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

---

**FINANCIAL STANDING**

<table>
<thead>
<tr>
<th>Requirement</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 80,000 USD equivalent for the last three years [2015, 2016, 2017 or latest].</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<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 [2015, 2016, 2017 or the latest],

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

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

<table>
<thead>
<tr>
<th>GENERAL AND SPECIFIC EXPERIENCE</th>
<th>See below</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has been in business for the past [three (3) years]</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>If yes, provide evidence, such as, information on the bidder's company (description, including a short history, business plan, goods and services offered, organizational chart, number of staff and list of current staff, number of years in business)</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>
met other technology or other characteristics as described in the RFQ.

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.

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

The 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)
CONFLICT OF INTEREST DISCLOSURE FORM

Name of Bidder:  
RFQ Reference:  

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 quotation 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 quotation 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 5F

TECHNICAL EVALUATION

Bidders shall respond to the questions below and provide evidence in support. The Bank shall examine the information provided by each bidder to determine whether bids are substantially responsive with the requirements.

(a) Provide a description of three similar projects undertaken in the last three years (including projects with government organisations, international organisations or recognised financial institutions) carried out as a prime contractor.
(b) Provide contact information for reference under the projects identified;
(c) Provide details of the deadline for delivery of all equipment/items;
(d) Provide a list and specification of proposed equipment/items;
(e) Provide a date of manufacture of each equipment/item;
(f) Provide brochures, samples, pamphlets and technical data sheets where available;
(g) Provide details of the after-sales and spare parts services to be provided to the Bank;
(h) Provide warranty information and warranty period for each equipment/item;
(i) Provide the full name and address of the manufacturer's representative closest to the consignee, who can provide after-sales service, spare parts and warranty services;
# PRICE SCHEDULE*

To African Development Bank - Egypt Field Office  
72b, al-Maahad Al-Eshteraki St (opp Merryland)  
Afreximbank Building  
5th floor  
Heliopolis, Cairo  
Egypt

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Items Required</th>
<th>Quantity</th>
<th>Country of Origin</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, operate, test and hand-over of all-in-one Personal Computers (PCs) as follows:</td>
<td>52</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Processor</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>: INTEL CORE I5- 7TH GEN MIN</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Memory</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>: 16 GB, DDR4, 2400MHZ.MIN</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Hard Drive</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>: 1TB 5400 RPM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Graphics</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>: NVIDIA GeForce GT930A, 2GB, GDDR3 Or equivalent, as min</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Optical Drive Connectivity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>: External DVD-RW</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>: 802.11 a/c Wi-Fi, Bluetooth 4.0, Ethernet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Ports</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>: USB 3.0, Combo HDMI in-out,RJ45, microphone/earphone combo jack</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Display Type</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>: 20&quot; FHD, LED, min</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Others</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>: USB Key board and USB optical mouse</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Warranty</td>
<td>1 year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total   |                                                                                             |          |                   |            |             |

Total for all Items  
Less: Discount  
Net Total of all items  
Add: Misc. Charge, if any  
Freight, Insurance etc.  
Grand Total  
Grand Total in words  

---

African Development Bank - Egypt Field Office (COEG), 72b, al-Maahad Al-Eshteraki St (opp Merryland) - Tel: +202 22 56 37 90  
e-mail: tender@afdb.org - Internet: www.afdb.org
<table>
<thead>
<tr>
<th><strong>Delivery required at</strong></th>
<th><strong>Egypt Field Office 72b, al Maahad Al-Eshteraki St (opp Merry land)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Delivery Terms</strong></td>
<td><strong>9 -12 weeks after signing of the contract</strong></td>
</tr>
<tr>
<td><strong>Shipping Mode</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Delivery date</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Warrant/ Guarantee offered by bidders</strong></td>
<td><strong>at least 1 year</strong></td>
</tr>
<tr>
<td><strong>Quotation Valid till</strong></td>
<td><strong>120 days</strong></td>
</tr>
<tr>
<td><strong>Currency stated in</strong></td>
<td><strong>EGP or USD</strong></td>
</tr>
</tbody>
</table>

Any additional special conditions are given in this RFQ.

By signing and returning this Price Schedule, we agree to supply the above mentioned items at the rates quoted.

**Bidder Comments (if any):**

Name & Signature of Person completing this Request

Seal of the company giving the name and address.
**PAYMENT SCHEDULE**

<table>
<thead>
<tr>
<th>Description of Event</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of the implementation including:</td>
<td>100%</td>
</tr>
<tr>
<td>- Delivery of equipment to the Parliament of Egypt and operationalization</td>
<td></td>
</tr>
<tr>
<td>- Testing/handling-over/acceptance of equipment</td>
<td></td>
</tr>
<tr>
<td>- Training provided to staff</td>
<td></td>
</tr>
</tbody>
</table>

Advance payment can be provided up to 20% maximum of the contract but on submission of bank guarantee in the same amount and currency which should be valid until the completion of the contract.
SECTION 6 – PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

ARTICLE 3: ELIGIBILITY

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

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

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

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

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

3.3 In order to be eligible:

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

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

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

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

b) The Natural Person or Business has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the Natural Person or Business is established or where the contract is to be performed;

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

Contractor means a Vendor who has entered into a contract with the Bank for the provision of Goods, Services, Real Estate or Works.
Goods means tangible items, including assets and expendable items that are purchased, hired, leased or rented by the Bank. A ‘Good’ may include related Services, such as transportation, insurance, installation, commissioning, training and initial maintenance, provided that the value of those Services is less than the value of the Goods acquired.

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

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

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

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

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

## REGIONAL COUNTRIES

<table>
<thead>
<tr>
<th></th>
<th>Country</th>
<th></th>
<th>Country</th>
<th></th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Algeria</td>
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## NON REGIONAL COUNTRIES

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PART II – CONDITION OF CONTRACT

SECTION 7- GENERAL AND SPECIFIC CONDITIONS

AFRICAN DEVELOPMENT BANK CORPORATE PROCUREMENT DIVISION
CODE OF CONDUCT FOR THE BANK’S SERVICE PROVIDERS, SUPPLIERS AND CONTRACTORS

The purpose of this Code of Conduct (the “Code”) is to outline the key principles of conduct expected from all suppliers, service providers, contractors (“You”, “Your”) awarded a contract with the Bank (“Us”, “We”, “Our”). You and us agree to respect the spirit of the code. You are aware that any violation of the Code may be considered as poor performance of your contract that could result in actions being invoked against you, including termination of the contract without notice and/or without compensation at your own risk and expense.

In the performance of your obligations under the contract, you commit to observing the highest ethical and professional standards and maintain the highest standards of integrity and utmost discretion in all matters relating to our staff, business and activities. You should be aware that it is our policy that our suppliers do not offer gift of any value to our staff. The principles in the Code also apply to your suppliers, subcontractors, employees and any other third party (“They”, “Them”) with whom you assign any part of the contract. It is your responsibility to ensure that the Code is communicated to them and they comply with the principles and spirit of the Code.

Our expectation
You will:
1) Act in good faith by:
   a. Conducting your business in accordance with the highest ethical and professional standards;
   b. Executing the contracts to the industry customs and practices in which you operate;
   c. Complying fully with the terms and conditions of your contract, during the contract period and after its conclusion;
   d. Refraining from any action that may represent reputational risk to Us, for example, by paying your subcontractors assigned to Our contract on time, by complying with all applicable laws in your country of origin and where the contract is performed;
   e. Not offering any gift of any value to our staff.

2) Fulfil an advisory and partnership role by:
   a. Providing expert advice, when required, on implementation and provision of the goods, services and/or works under the contract;

3) Maintain Confidentiality and Security of Our Information by:
   a. Taking appropriate steps to safeguard and maintain confidentiality of our confidential information, including maintaining it in confidence and in a secure location and not disclosing it to third parties (not assigned to the contract) without our prior written consent, during the contract period and after its conclusion;
   b. Not using our name and logo for any purpose without our prior written consent.

4) Take appropriate steps to manage any of conflict of interest by:
   a. Disclosing to us any situation that may appear as a conflict of interest;
b. Disclosing to us any interest that our staff or agents may have in your business or any other economic ties with you;

c. Not offering employment or employ any of our staff directly involved in the procurement process resulting in the contract, during the life of the contract or within one year after its conclusion.

5) Demonstrate transparency by:
a. Implementing an open book approach;
b. Providing any information and/or documentation we require, in a timely manner, relating to the contract;
c. Place at Our disposal any accounting or financial information upon request;
d. Fully cooperate and provide assistance in any investigation (including audits or investigation relating to possible corruption practices) relating to the contract that we commission or conduct.

6) Ensure the probity and integrity of staff working on our contracts by:
a. Employing staff who meet minimum vetting requirements in relation to criminal convictions, security clearance and educational achievements;
b. Employing staff with regard to honesty, morality and integrity;
c. Employing staff who have the qualification and experience, as specified by us, to undertake the work under the contract;
d. Replacing any staff, as soon as possible, who We deem unsuitable to carry out the services under the contract;
e. Ensuring that your staff, whilst on our premises, are aware of Our Code of Conduct for Our staff and conduct themselves in the same manner as our staff are expected to conduct themselves.

7) Not partake in corruption and fraudulent practices by:
a. Not accepting from a legal entity or natural person, any gift, favor or compensation that could influence the impartial performance of your duties under the contracts;
b. Not offering any gift, favor, compensation or any other inducement that could influence the actions of any person or entity, including Us, Our services and staff;
c. Not acting or misrepresenting the facts deliberately or recklessly or attempt to induce us in error in order to gain any form of advantage;
d. Not colluding with two or more persons in order to achieve an improper purpose, to influence improperly the actions of any other person or entity, including Us, Our services and staff;
e. Not obstructing Our investigation into bribery, fraudulent or collusive activities by not destroying, altering or deliberately concealing evidence, and not make false statements to investigators or prosecutors;
f. Not threatening, harassing or intimidating a person with the intention to prevent him or her from sharing information relating to an investigation or willfully obstruct us to exercise our right of review.

8) Submit to Audit by:
a. Permitting us to inspect your accounts and records relating to the performance of the contract and have them audited by auditors appointed by us.

9) Comply strictly with all relevant laws, in your country of registration and the country where the contract is performed by:
a. Complying with all applicable laws and regulations relating to the protection of the environment;
b. Undertaking initiatives to promote greater environmental responsibility;
c. Complying with all applicable labour laws and regulations in particular those pertaining to minimum wages and working hours;
d. Ensuring that you pay taxes and social security contributions as required by applicable laws and regulations;
e. Complying with all applicable laws and regulations that provide for humane conditions of work, protection of occupational health and safety;
f. Continuously seeking to improve the workplace conditions of your employees.

10) Endeavour to improve services and deliver value for money in the contract by:
a. Actively seeking to optimize service delivery under the contract through savings and efficient cost management through the life of the contract;
b. Proactively pursuing continuous improvement of services to reduce waste and improve efficiency across our organization;
c. Notifying us of any savings and cost management under the contract and your continuous improvement plan;
d. Supporting Our “Green Bank” initiatives.
DRAFT CONTRACT

ADB/RFQ/COEG/2019/0038

FOR

SUPPLY OF COMPUTERS

BETWEEN

AFRICAN DEVELOPMENT BANK

THE PARLIAMENT OF THE ARAB REPUBLIC OF EGYPT

AND

CONTRACTOR
THIS CONTRACT, together with the General Terms and Conditions for the Purchase of Goods, Works and Services hereto and forming an integral part hereof, (hereinafter called the “Contract”) is made on the , having its principal place of business at (hereinafter called the “Contractor”), of the second part.

And the PARLIAMENT OF EGYPT of no. 1 Magless El Shaab Street, Mogamaa Building, Gate No. 1 - Cairo, Egypt (hereinafter referred to as the “Beneficiary”), of the third part;

WHEREAS the Bank desires to engage a contractor to perform and provide certain goods, services and works as set out in the contract;

WHEREAS the Contractor represents and affirms that it has the requisite qualifications, experience, skills and competence to perform the said Works;

NOW THEREFORE the parties hereto have agreed as follows:

Article 1. Description of Works

1.1 For the purpose of this Contract, “Works” shall mean the whole of the activities, services, materials, equipment, matters and things required to be done, delivered or performed by the Contractor, in accordance with the terms of this Contract. Other words and expressions shall have the meaning given to them in the General Terms and Conditions for the Purchase of Goods, Works and Services.

1.2 Works shall be performed in accordance with the General Terms and Conditions for Purchase of Goods, Works and Services attached hereto.

Article 2. Commencement and Duration

2.1 The Contractor shall commence the Works from the latest date of signing the contract agreement.

Article 3. Duties of the Contractor

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

3.2 The Contractor shall perform the Works to the satisfaction of the Bank in accordance with the terms of this Contract, the General Terms and Conditions, and the General Terms and Conditions of this Contract.

Page 37 of 50

RFQ open

African Development Bank - Egypt Field Office (COEG), 72b, Al-Maahad Al-Eshteraki St (opp Merryland)- Tel: +202 22 86 37 90 -
e-mail: tender@afdb.org - Internet: www.afdb.org
with the terms and conditions of this Contract.

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

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

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

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

Article 4. Representations, warranties and Covenants

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

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

Article 5. Insurance

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

Article 6. Relationship of the Parties and Indemnification

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

6.2 The Contractor hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and losses, liabilities, costs, claims, damages and expenses ("Losses") which the Bank may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Contractor or any of the Contractor's Associates, and the Contractor will reimburse the Bank for all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses.

**Article 7: Responsibilities Of The Beneficiary**

The Beneficiary warrants and agrees to perform the following for the effective implementation of the project:

a. To receive the devices and Switches delivered by the Supplier;

b. To assign a competent technician to carry out technical inspection of works carried out by Supplier.

c. To confirm in writing to the Bank within 7 days upon receipt of the goods and services that they are in conformity to the terms of the contract;

d. To supervise any installation, commissioning by the Supplier and to ensure that the Certificate of completion is issued by qualified personnel;

e. To write to the Bank confirming that the delivery for each specific project has been successfully implemented within 7 days of completion;

f. To sign a maintenance contract with the Contractor to ensure that the items provided under this contract are maintained and in good order;

g. To furnish consumables for the equipment after successful completion of installation and commissioning.

**Article 8. Payment for the Works**

The Bank shall, subject to satisfactory performance of the Works, pay to the Contractor the amounts specified in Article 8 of this document.

**Article 9. Contract prices**

Except as otherwise agreed with the Bank in accordance with the General Conditions, total payments under this contract shall be a sum equivalent to **EGP.................. or USD..................**

**Article 10. Facilities and Services Required for the Works**

The Contractor shall provide all equipment and tools, required for the Works.

**Article 11. Assignment and Subcontracting**
11.1 The Contractor shall not assign, transfer or make any other disposition of any of its rights and obligations under this Contract, in whole or in part, except with the prior written consent of the Bank.

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

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

Article 12. Effective Date and Expiry

12.1 The Contract shall become effective upon its signature by both parties (the date of the last such signature being the “Effective Date”)

12.2 Unless terminated, the Contract shall remain in force until the date on which all obligations arising out of or under this Contract have been discharged, in accordance with the provisions of the General Conditions of Contract.

Article 13. Notices and Requests

13.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing and in the English or French language. Such notice or request shall be deemed to have been duly given or made when delivered by hand or by registered mail or facsimile to the party to which it is required to be given or made at the following address or such other address as any of the parties may have notified to the other party in writing.

For the African Development Bank - Egypt Field Office
72b, al-Maahad Al-Eshteraki St (opp Merryland)
Afreximbank Building or Mashreq Bank
5th floor
Heliopolis, Cairo
Egypt

Notices to the Contractor shall be addressed to
Contact of the Parliament of the Arab Republic of Egypt
1 Magless El Shaab Street
Gate No. 1 - Cairo, Egypt.
Postal Address 11583
Attention: Eng. Khaled abdallah
under Secretary-General IT Manager
email: khabdalla@link.net
Tel.: +201200250050.

Article 14. Modification or Amendment

14.1 This Contract constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof all of which are expressly excluded.

14.2 No amendment, modification or waiver of any provision of this Contract, nor consent to any departure by either Party therefrom, shall in any event be effective unless the same shall be mutually agreed upon, in writing and signed by authorized representatives of both Parties. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No delay or failure on the part of either Party in exercising any right, power or privilege hereunder shall constitute a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Article 15: Severability

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

Article 16: Force Majeure

If the performance of this Contract is prevented or interfered with by reason of any circumstances beyond the reasonable control of a party hereto, and which makes a party's performance of its obligations under the Contract impossible or so impracticable as to be considered impossible under the circumstances, such party shall be excused from such performance for the duration of the force majeure, provided that the party so affected a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and b) has informed the other party as soon as possible about the occurrence of such an event.
**Article 17: Delays In The Supplier’s Performance**

All services to be performed under this Maintenance Contract shall be provided by the Supplier in accordance with the time schedule prescribed within the Service Level Agreement. If at any time during performance of this Contract, the Supplier should encounter conditions impeding timely delivery of and the performance of the Services, the Supplier shall promptly notify the Bank in writing of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Bank shall evaluate the situation and may at its discretion extend the Supplier’s time for performance or terminate the Contract with or without claiming liquidated damages from the Supplier.

**Article 18: Termination Of Contract**

18.1 Termination for default - The Bank, without prejudice to any remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part, if the Supplier fails to perform any obligation(s).

18.2 Termination for insolvency - The Bank may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

18.3 Termination for convenience - The Bank, by written notice sent to the Supplier, before 2 months, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

18.4 Upon termination of this Contract, the Supplier shall take immediate steps to end the performance of the Contract in a prompt and orderly manner, mitigating any losses and keeping further expenditure to a minimum.

18.5 If this Contract is terminated under this clause, the Bank shall be liable only for payment for the part of the contract actually performed and actual expenses reasonably incurred prior to the effective date of termination.

**Article 18: Resolution of Disputes**

19.1 The Bank and the Supplier shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the “Notice of Dispute”) specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.
19.2 If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the Supplier have been unable to amicably resolve the dispute or disagreement, either party shall have the right to initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration (LCIA) shall act as the appointing authority. The arbitration shall take place in Tunis. The language to be used in the arbitral proceedings shall be English. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. Neither the parties, nor the Arbitrator, nor the Appointing authority shall disclose the existence, consent, or results of any arbitration except with the prior written consent of both parties.

19.3 The Arbitrator shall abide by the rules of Ethics for international Arbitrators established by the international bar association. The authority of the Arbitration Tribunal to grant relief is subject to the terms of this Arbitration clause, the terms of this agreement, and the law governing the Contract. The Arbitration Tribunal shall have no authority to award exemplary, punitive, or treble damages.

19.4 Nothing in this Contract shall operate or be construed as a waiver, renunciation or other modification of any right, privilege, immunity and exemption accorded to the Bank under the Agreement establishing the Bank, or under any applicable law.

Article 20: Governing Language
The Contract shall be written in the English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English or French.

Article 21: Governing Law
This Contract shall be governed and interpreted in accordance with English Law, excluding its conflicts of law provisions.

Article 22: Taxes And Duties
The Bank, its assets, property, operations, transactions and income are exempt from all forms of taxation in accordance with the provisions of the Agreement establishing the African Development Bank. Accordingly, the Supplier shall not claim from the Bank any taxes, levies, licence fees or any other such charges in relation to this Contract which are paid or may be payable to the municipal/local Council or any other responsible Authority in relation to this Contract and or the Services provided under this Contract.

Article 23: Corruption
The Supplier states that no employee of the Bank involved in the award of this contract, has received, or will received, directly or indirectly, any kind of benefit or advantage from the Supplier or its affiliates, resulting from the award of the Contract or its implementation.
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names by their duly authorized representatives, on the respective dates specified below.

FOR AFRICAN DEVELOPMENT BANK

Name : Ms. Malinne Blomberg
Position : Country Manager, COEG
Signature : ..................................................
Date : ..................................................

FOR PARLIAMENT OF THE ARAB REPUBLIC OF EGYPT

Name : Counsellor Mohamed Nosier
Position : Deputy Secretary-General and Project Manager
Signature : ..................................................
Date : ..................................................

FOR CONTRACTOR

Name : ..................................................
Position : ..................................................
Signature : ..................................................
Date : ..................................................
AFRICAN DEVELOPMENT BANK GENERAL TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS, WORKS AND SERVICES
1.0 Constitution of Contract

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

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

2.0 Performance of Contract

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

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

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

3.0 Conflict of Interest

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

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

4.0 Financial Liability, Immunities and Applicable Law

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

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

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

5.0 Insurance

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

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

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

7.0 Changes

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

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

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

8.0 Payment and Claims

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

African Development Bank
Egypt Field Office
72b, al-Maahad Al-Eshteraki St (opp Merryland)
Afreximbank Building or Mashreq Bank
5th floor
Heliopolis, Cairo-Egypt

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

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