Invitation to Bid
Supply and Installation of IT cabling and Audio Visual of Asia External Representation Office (SNAR) of African Development Bank

REF: [ADB/ITB/CHGS/2019/0263]

Version March 2016
SUMMARY DESCRIPTION

PART I – SELECTION PROCEDURES AND REQUIREMENTS

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

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

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

Section 4: Statement of Work / Technical Specification / Drawings
This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts.

Section 5: Technical Proposal Questionnaire
This Section includes the forms for technical proposal and financial proposal forms that are to be completed by potential bidders and submitted in accordance with the requirements of Section 2.

Section 6: Eligibility Requirements
This Section contains information on the Bank’s eligibility criteria and list of member countries.

PART II – CONDITIONS OF CONTRACT

Section 7: This Section includes the General Conditions of the Bank that shall not be modified and the Special Contract Conditions.
# 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>ITB Data Sheet</td>
<td>For information</td>
</tr>
<tr>
<td>Section 4</td>
<td>Statement of Work / Technical Specification / Drawings</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 – Litigation History</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 5F – Conflict of Interest Disclosure Form</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 5G - Technical Proposal</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 5H – Bill of Quantity / Price Schedule</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix 5I – Others –Sustainable and Environmental Issues handling</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><strong>Appendix 7A Contract Agreement</strong></td>
<td>For information</td>
</tr>
<tr>
<td></td>
<td>o Special Conditions of Contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o General Conditions of Contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Appendix 7B Sample Contract</strong></td>
<td></td>
</tr>
</tbody>
</table>
Dear Sir/Madam,

1. The African Development Bank (the “Bank”) invites bids for the provision of goods, works and related services as described in this Invitation to Bid (ITB). To qualify for award, a bidder shall meet the qualification criteria set out in the Section 3.

2. The bids 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 27 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 Bank opened the Asia External Representation Office (SNAR) on 1st October 2012. The current office is located at Hibiya U-1 Building and has a total floor area of 167 square meters. The Bank is now moving its operation to Kasumigaseki building at 24th floor which has a total floor area of 256 square meters. The current plan is to complete the B & C fit-out construction works, enabling SNAR to move into the new space by March 2020.

7. The information contained in the ITB is designed to enable bidders complete and submit bids. Bidders shall read the ITB carefully and ensure bids comply with the instructions provided in the ITB. Bidders are required to complete and submit the Bid Questionnaire (Section 5) in accordance with the Instructions to Bidders (Section 2), Bid Data Sheet (Section 3), Statement of Work/Technical Specification/Drawings (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.

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

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

[Signature]

Mr. Takashi HANAJIRI
Head of SNAR
SECTION 2 - INSTRUCTIONS TO BIDDERS

GENERAL
1. **Eligibility of Bidders, Goods, Services and Works** - Goods, services and works 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 ITB.

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

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

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

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

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

7.1. A bidder requiring any clarification shall notify the Bank in writing at the details provided in the Bid Data Sheet and within the period for clarification in the Bid 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 ITB 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 Bid Data Sheet and in any event no later than the deadline in the Bid Data Sheet.

The Bank shall not consider any request to change the General Conditions.

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

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

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

8. Site Visit / Pre-Bid meeting

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

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

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

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

PREPARATION OF BIDS

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

10. Language of Bid

10.1. The bid and all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be written in the language specified in the Bid Data Sheet. Any bid submitted in a language not specified in the Bid Data Sheet shall be rejected.

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

11. Subcontractors and services 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 Bid – Bids shall comprise the Bid Questionnaire, completed in full and supported with evidence and information requested by the Bank.

13. Statement of Conformity and Bill of Quantity/Price Schedule – Bidders shall sign the Statement of Conformity and complete the bill of quantity/price schedule using the forms
provided. The forms shall be completed without alterations to its format and content. No other substitutes shall be accepted.

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

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

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

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

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

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

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

21. Acceptance of the General and Specific Conditions - It shall be clearly understood that by submitting a bid in response to the ITB, a bidder shall be deemed to have accepted the General and Specific Conditions. A bid that does not accept the General and Specific Conditions shall be rejected as non-responsive.
22. **Taxes** - The prices quoted shall be net free and clear of all applicable taxes including withholding tax, 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 invoices.

23. **Bid Prices**
   23.1. The bidder shall fill in rates and prices for all items described in the Bill of Quantity/Price schedule. The rates and prices quoted by the bidder shall be separately indicated. Items for which no rate or price is entered by the bidder shall not be paid for by the Bank and shall be deemed covered by the other rates and prices in the Bill of Quantity/Price Schedule.
   23.2. The rates and prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all constructional plant, labour, supervision, materials, erection, maintenance, transportation, insurance, profit, general risks, liabilities and obligations set out or implied in the contract.
   23.3. 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, services and works; maintenance; spare parts; warranty; training; disposal; shipment; insurance) of the requirement.

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

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

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

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

**SUBMISSION AND OPENING OF BIDS**

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

29. **Late Bids** – The Bank shall not consider any bid received after the deadline for submission of bids. Any bid received by the Bank after the deadline for submission shall be declared late and rejected by the Bank.

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

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

32. **Bids submitted by mail, courier or hand-delivery**
   32.1. If provided in the **Bid Data Sheet**, bids shall be submitted by mail, courier or hand delivery.
   32.2. Bids 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 **Bid Data Sheet**. The original bid shall clearly mark “Original” and each of the four copies must clearly mark “Copy”.
   32.3. Each bidder shall seal the original and copies of the bid in an envelope (the “internal envelope”). The internal envelope shall carry the name and address of the bidder and the ITB 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 Bid Data Sheet that should be photocopied and placed on the external envelope**.
   32.4. Any alternative bid shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly be identified as “Alternative”.
   32.5. All pages of the bid shall be numbered. Each copy of the bid shall be bound in a single volume where practical. All documentation submitted with the bid shall be bound in a single volume.
   32.6. The person or persons signing the bid shall initial all pages of the bid where correction has been made.
   32.7. When delivered by hand, the bid shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 12.00 hrs. and from 14.00 hrs. to 18.00 hrs., Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

33. **Modification / Withdrawal of Bids** - Bidders may modify or withdraw bids prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw bids after the deadline for submission.
   33.1. **Bids submitted electronically via AfDB e-Procurement portal** - Bidders can obtain guidance on modifying or withdrawing bids in the user manual.
   33.2. **Bids submitted by mail, courier or hand-delivery** - The bidder’s modification or withdrawal shall be prepared, sealed, marked and dispatched as per the instructions set out in this section and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as “Modification” or “Withdrawal”.

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

**EXAMINATION OF BIDS**

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

36. **Clarification of Bids**

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

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

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

37. **Determination of Responsiveness**

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

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

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

37.2.1. if accepted, would:
37.2.1.1. affect in any substantial way the scope, quality or performance of the requirements as specified in the ITB;
37.2.1.2. limit in any substantial way, inconsistent with the ITB, the Bank’s rights or the bidder’s obligations under the proposed contract; or
37.2.1.3. if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

37.3. The Bank shall examine bids to determine whether bids are substantially responsive with the requirements. If a bid is not substantially responsive to the requirements of the ITB, it shall be rejected by the Bank and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

**BID EVALUATION**

38. **Conversion to Single Currency** - For the purpose of evaluation, the Bank shall convert all prices into the Bank’s Units of Accounts (UA) by using the Bank’s monthly moving average rate for the applicable month (deadline for submission of bids).
39. **Acceptance or Rejection of Bids** - The Bank reserves the right to accept or reject any or all bids, cancel the procurement process and/or reject all bids at any time prior to contract award, without incurring any liability to bidders.

**AWARD OF CONTRACT**

40. **Award Methodology**

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

40.2. Unless otherwise provided, the Bank shall evaluate bids in the following successive stages:

<table>
<thead>
<tr>
<th>Stage of evaluation</th>
<th>Section reference / Purpose</th>
<th>Evaluation methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>Examination of Bids</td>
<td>The Bank shall examine bids to determine compliance with the requirements of the ITB – this includes checking the validity of bids and completeness of the required documents. The Bank shall reject bids that do not meet the requirements of the ITB. Bids that meet the requirements of the ITB shall be considered for stage 2.</td>
</tr>
<tr>
<td>Stage 2</td>
<td>Qualification (Section 5)</td>
<td><strong>Pass/Fail</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>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>
</tr>
<tr>
<td>Stage 3</td>
<td>Technical Evaluation (Section 5)</td>
<td>The Bank shall examine the technical bids. Bids that are substantially responsive to the technical requirements and conditions shall be considered for stage 4. Bids that are not substantially responsive to the technical requirements and conditions shall be rejected.</td>
</tr>
<tr>
<td>Stage 4</td>
<td>Correction of arithmetic errors</td>
<td>The financial offer shall be checked for completeness and corrected for computational errors.</td>
</tr>
<tr>
<td>Stage 5</td>
<td>Price Schedule (Section 5)</td>
<td>Bidders shall be ranked according to price. The bidder offering the lowest evaluated price shall be ranked first.</td>
</tr>
<tr>
<td>Stage 6</td>
<td>Final Ranking</td>
<td>The contract shall be awarded to the qualified bidder whose bid is substantially responsive to the requirements and with whom satisfactory price, terms and conditions have been agreed.</td>
</tr>
</tbody>
</table>

41. **Contract Award**
41.1. By issuing this ITB, the Bank is not committed to award a contract for all or part of the requirements.

41.2. The Bank reserves the right to award a contract for part of the requirements. Bidders shall indicate if they would not accept a contract for part of the requirements.

41.3. If the requirement is divided into lots, the Bank reserves the right to award a contract to a bidder to satisfy the entire requirement.

41.4. The Bank reserves the right to increase or decrease the volume of goods, services or works, usually not to exceed 20%, without any change in unit price or other terms and conditions.

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

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

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

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

46. Contractual Relationship - The contractual relationship shall be governed by the General and Specific Conditions and shall include the statement of work, technical specification, drawings, successful bidder's technical and financial bid. No other terms and conditions put forward at any time by the bidder shall form part of the contract.

47. Performance Security

47.1. If provided in the Bid Data Sheet, the successful bidder shall furnish the performance security within the period, amount and form stipulated in the Bid Data Sheet. The performance security shall be in the form of a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank.

47.2. The performance security shall be returned to the bidder as set out in the General and Specific Conditions.

47.3. Failure of the successful bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award to the bidder without any right of action against the Bank.

47.4. In lieu of bank guarantee, the Bank may retain 10% of the contract sum that shall be returned to the bidder as set out in the General and Specific Conditions.

48. Advance Payment

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

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

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

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

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

**FURTHER ASSISTANCE**

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

51. **Assistance** – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact tender@afdb.org quoting the tender reference.
The numbering below refers to the appropriate numbering of the introduction

§ 1 The goods, services and works to be provided: supply and installation of IT cabling and Audio Visual equipment and as outlined in Section 4.

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

- **Eligibility of Bidders, Goods, Services and Works:** Goods, services and works 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.

- **Financial Standing:** An average turnover of at least [JPY 40,000,000 equivalent] per annum for the last three years [2016, 2017, 2018 or latest]. A bidder shall demonstrate current soundness of financial position and long-term profitability.

- **General and Specific Experience:** A bidder shall have a minimum of [5 years] experience and successfully or substantially implemented as a prime contractor at least three projects of a similar nature and complexity (the contracts cited should be at least 70% complete) in the last [3 years].

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

- **A Project Manager (Engineer) with a minimum three years’ experience in a works contract of an equivalent size,** in a qualified member registered with relevant institute.

- Attendance at mandatory **site visit and pre-bid meeting**.

- **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 any change to the ITB shall be sent in writing: (i) by telefax (at the fax number [+81-(0)3-4589-8725]), (ii) by electronic mail: **SNAR_Tender@AFDB.ORG**; or (iii) to the question and answer section in the AfDB e-Procurement portal. The request shall be received by the Bank no later than: [25 December 2019, 15:00JST]

§ 8 The Bank shall organize a site visit and pre-bid meeting: [YES]. On 20th Dec 2019 at 15:00JST

Questions for the site visit and pre-bid meeting shall be submitted to [SNAR_Tender@AFDB.ORG].

The site visit and pre-bid meeting is a mandatory requirement: [YES]

§ 10 The language of bids and all correspondence is: [English as much as possible)

English is preferable, but some Japanese language can still be accepted.

Statutory documents can be submitted in Japanese
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 20</td>
<td>Alternative bids are accepted: [NO]</td>
</tr>
<tr>
<td>§ 24</td>
<td>The prices shall be expressed in [JPY].</td>
</tr>
</tbody>
</table>
| § 25    | The Bank’s requirement is divided into lots [NO]  
Bidders can submit a bid for one or multiple lots [N/A] |
| § 26    | The minimum period of validity of bids is ninety (90) days from the deadline for submission of bids. |
| § 27    | Bid security is required [NO] |
| § 27.1  | If a Bid-Securing declaration form is required: NO  
However, bidders are required to complete the bid-securing declaration form to secure their proposal. Any proposal not supported by a bid-securing declaration will be automatically disqualified. Bidders should use the bid-securing declaration form in Section 5. |
| § 28    | The deadline for submission of bids is 9 January 2019, 15.00 JST |
| § 31    | Bids shall be submitted electronically via the AfDB e-Procurement portal at: [NO] |
| § 32    | Bids shall be submitted by mail, courier or hand delivery: [YES]  
Bids shall be sent to the following address and the external envelope shall bear the following information:  
[African Development Bank, Asia External Representation Office  
7th Floor, Hibiya U-1 building, 1-1-7 Uchisaiwai-cho, Chiyoda-ku, Tokyo 100-0011, Japan] |
| § 47    | Performance security is required: [NO] |
| § 48    | Advance payment will be provided to the successful bidder: [NO]  
Payment will be made as set out in the General and Specific Conditions. |
| § 49    | The Bank shall retain 10% of the contract sum until the end of the defects liability period: [NO] |
SECTION 4 – STATEMENT OF WORK / TECHNICAL SPECIFICATION / DRAWINGS

Procurement Practitioners shall describe the goods, works and any related services to be provided by the successful bidder. A structure is provided below for consideration.

The Purpose of this procurement is to provide Information Technology Equipment and services for new office space for SNAR.

The Equipment and Services to be procured are as follows:

- One unit of Cisco Catalyst Switch and installation of the unit
- Three units of Cisco Access Point and installation of the units
- Twenty-one units Polycom Phones with headsets
- AR3140 NetShelter SX 42U 750mm width x 1070m depth networking Enclosure with Sides
- IT Equipment Rack
- Cat 6 cabling according cabling plan

■ EXPECTED COMMENCEMENT DATE
The expected commencement date is 31st January 2020.

■ DURATION OF PROJECT
The project is expected to be completed by the 31st March 2020 at latest and the expected duration of the project is 6 to 8 weeks

■ SPECIFICATION / DELIVERABLES

Below are the detailed specifications for the Equipment:

- One unit of Cisco Catalyst 3650 48 Poe + 4X1G and Installation of the unit
- Three units of Cisco Aironet AIR-AP18321-Q-K9C and installation of the units
- Four Polycom CCX 600 with headsets
- Seventeen Polycom CCX 500 with headsets
- AR3140 NetShelter SX 42U 750mm width x 1070m depth networking Enclosure with Sides
- Channel base for SV rack, OA floor height 80mm

The attached appendix 5H provides the technical scope requirements and BOQ. In addition, the following gives an indication of the level of service required:

- Preparation and issuing of a weekly Project Report covering risks, program, issues throughout the project lifetime.
- Preparation of CAD drawings, details and specifications to ensure best pricing for the client in the procurement of product relating to the IT Cabling & AV related works.
Co-ordination with other Vendors as required to ensure the successful delivery of the project.

Unmount existing equipment from the rack and pack all IT equipment from existing office.

All the work including installation and cabling in line with the technical scope requirement.

Supply equipment and items in accordance with the technical scope requirements and BOQ.

The AfDB has designated SL&A Japan to manage the office design and project management. The contractor is expected to work closely with SL&A for all the work.

The Works are as defined in the drawings and specification attached in appendix 5H as part of tender documents.

Submission of shop drawings, as built drawings and maintenance/instruction manuals in accordance with the requirements of this document and the Technical Specification.

All other items necessary to provide a complete working system as listed in this document, drawings and the technical specifications contained herein.
Labelling of all hardware in accordance with the Bank Asset Control planning.

Mainly following item will be including for this item.
- Coordination with Bank and SLA of preparing map drawing.
- Prepare map drawing and hand over together with other hand over documents.

Bank との資産運用・管理計画にもとづき、支給したすべての家具にラベルを貼ること。主に以下の内容の業務が含まれる。
- 配置図面を作成する為の Bank 及び SLA との調整業務
- マップ配置図を作成し、他の完成図書と一緒に引き渡す。

Co-ordination works among Bank and other contractors as described within these specification preliminaries.
本入札中にある Bank 及び他業者との調整

■ SERVICE STANDARDS OR OTHER STANDARDS

Provide information on the level of performance that the successful bidder should meet.

A Fluke test report shall be provided for every network point on the completion of the Cabling to validate the workability of all points.

A Power-on-self-test on all devices to confirm status of each device before final installation

Minimum standard for Cabling is Category 6

■ Meeting Attendance 会議の出席

The following is an indicative schedule of meetings expected to be attended by the incumbent Site manager and sales representative throughout the project;

□ Weekly site regular meetings by all vendor.

以下は、プロジェクト全体を通して現場管理者、営業担当者が参加する予定の会議スケジュールです。
□ 毎週の現場定例会議

■ Project Reporting プロジェクト報告

The vendor shall issue weekly reports to the project manager by email.
The report to include project progress, outlining the status of the project, key issues, and provide a look ahead of forthcoming events in the next period for proactive decision-making purposes

協力業者はプロジェクト・マネージャーに電子メールで週次レポートを行う。
プロジェクト・マネージャーへ報告には積極的な意思決定の為に、プロジェクトの進捗状況、主要課題の概略を説明し、重要な問題の概略、および、次週に予定されるスケジュールの見通しについて説明します。

■ Document Distribution ドキュメントの配布

The vendor shall be responsible for the costs of printing and distribution of all copies of drawings and documentation (hard or soft copies) of IT cabling required by the Project Manager, the Bank,
Consultants and contractors, to maintain the project momentum.

協力業者はプロジェクトの円滑な進捗の為にプロジェクト・マネージャー、Bank、コンサルタント、請負業者が必要とする内装工事、造作家具工事の図面と書類（ハードコピーまたはソフトコピー）の印刷と配布の費用については責任を負うものとします。

■ Communications コミュニケーション
All project communications, either written, must be available in English for the Bank, with the exception of communication with the Landlord, Building Designation Contractor, and Property Management, building delivery center and Building Parking Management, which must be in Japanese.

全てのプロジェクトでのコミュニケーションは施主とは英語とする。家主、ビル指定工事業者、プロパティマネジメント会社、ビル配送センター及び、ビル駐車場管理との連絡は日本語をする。

■ SUSTAINABLE PROCUREMENT
The bidder should demonstrate how the contract can be delivered in an environmentally and socially responsible manner.

■ Site Conditions 現場の状況
The Contractor shall be deemed to have inspected all drawings issued to them with the Tender Package, showing the extent of the Site and Work to be carried out, so as to satisfy himself as to the local conditions, access and the extent and character of the Work. No subsequent claim as a result of the Contractor failing to implement this clause will be entertained.

請負業者は、発行された現場の範囲とそこで実行されるべき工事範囲を示した入札文書一式のあらゆる図面を検分し、現地の状況、アクセス、ならびに工事範囲、ならびに工事内容について納得しているとみなす。請負業者がこの項の実施を怠ったことによる請求は、一切受け入れない。

The Contractor’s employees and workmen shall observe all rules and regulations of the Local Authorities, the Bank and/or the Bank’s Representatives, or the Main Contractor, in regard to access to the Site, security thereof, issuing of passes and the like.

現場への立ち入り、現場のセキュリティ、入場許可証発給などについて、請負業者の従業員、ならびに作業員は、現地関係官庁、ビルオーナー、Bank、ならび/あるいはBankの代理人、あるいは元請負業者のあらゆる規則、規制に従うこと。

Restrictions as to the hours of delivery and access to the Site may be imposed by the Landlord and Bank and/or Authorities and the Contractor is to abide by these.

現場への搬入、ならびに立ち入り時間の制限が、元請負業者、ビルオーナーならび/あるいはBankにより課される場合があり、請負業者はこれらに従うこと。
Construction access and site management fee shall be coordinated with the Main Contractor.

建設のためのアクセス及び現場共益費は、元請負業者と調整すること。

The above site constraints are given in good faith, the Contractor shall verify any other constraints which may exist.

以上の現場における制約事項は誠意を持って設けられたものであり、請負業者は他の制約事項についても検証すること。

No claim for cost/time will be entertained by the Owner due to the Contractor's ignorance of the above.

以上の事項を請負業者が怠ったことによる費用/期間についての請求を、発注者は一切受け入れない。

■ Packing and Protection 梱包と養生

All plant, equipment, apparatus, materials and parts shall be delivered to the Site in a best condition, properly packed and protected against damage due to handling, adverse weather or other circumstances. And as far as is practicable, they shall be kept in the packing cases, secure lockable enclosures or under protective coverings until required for use.

あらゆる設備、機器、装置、資材、ならびに部品類は、最良の状態で現場へ搬入し、適切に梱包し、取り扱い、悪天候、その他の状況による損害から保護すること。実行可能な場合、使用までには梱包ケース、鍵付き梱包、あるいは保護カバーのまま保管すること。

Any items suffering damage in transit or on the Site shall be rejected and replaced without extra cost to the Bank. No item so rejected will be considered as a reason for failure to meet the completion date of the project.

移送中、あるいは現場で損害を負った品目はすべて不合格とし、発注者の追加費用なしで交換すること。不合格品目があることを、プロジェクト完了予定日に間に合わないことの理由とはみなさない。

In the case of items of equipment and materials which originated outside of Japan:

All items of equipment and materials shall be adequately and securely packed for safe transportation with due regard to the climatic conditions encountered in transit and on arrival.

機器、ならびに資材項目が日本国外からの場合：

移送や入国などでの気象条件を考慮し、機器、ならびに資材の品目すべてが安全に輸送されよう、適切に、安全な梱包を行うこと。

The Contractor shall, at the time of shipping each consignment of materials and accessories provide to the Owner's Representative in triplicate, packing lists and Bills of Lading. These shall contain full statements of the packages consigned, with particulars of the dimensions, weights, contents, shipping marks and approximate value of each package.

請負業者は、資材、ならびに備品類の出荷のたび、発注者、ならびにあるいはその代表者に対して、梱包リスト、船荷証券を3部提出すること。これらの書類には、託送荷物のすべての申告書とともに、寸法、重量、内容、荷印と梱包ごとの概算金額などの詳細を網羅していること。
Weights of Equipment  機器の重量

The Contractor shall, before ordering equipment, check and ensure that all access routes to deliver equipment to the instructed space are suitable for his equipment. The contractor shall, before ordering equipment, provide the Owner and/or his representatives with full details of the weights of the equipment for purposes of confirming that these are within the allowances assumed for floor loading and the like within the design.

The Contractor shall deliver the Works to the site in accordance with the dates contained within the Tender/Contract Documents. Every necessary precaution shall be taken to avoid premature or late delivery of the Works.

Should the goods be delivered to Japan prior to the scheduled time and no storage space on site is available, the Contractor shall arrange for proper storage of the goods and shall pay for all costs incurred including transportation costs, lifting cost, storage charges, insurance premiums, etc.

The Contractor shall suitably protect, encase, cover up etc., as may be appropriate, his own Work to protect against damage which might be caused by other Contractor's Work. He shall also protect in a similar way all adjacent or adjoining property, Work, equipment and finishes to ensure that no damage is caused by the performance of his own Work. Such protection shall remain in place up to the Date of Final Completion of the Project Work and the Contractor shall make good any damage caused at his own expense and hand over the Work in a clean and tidy condition.
適切な養生、仮囲い、覆いなどで、他の請負業者によってもたらされる可能性のある損害に対して、必要な工事の保護を行なうこと。請負業者は、また、自社の工事遂行によって隣接の場所、工事、機器、ならびに工事完了場所に損害をもたらさないように、同様に保護を行うこと。保護はプロジェクト工事の最終的な完了日まではずさず、請負業者は自社の費用で損害が発生した場合はそれを修復し、清潔で整頓された状態で工事の引渡しを行うこと。

■Coordination with Other Contractors 他業者との調整
The Contractor shall provide the complete and correct coordination of their Work with the Work of other Contractors, such as; drywall, electrical, mechanical, and/or any other Work involved, so that no portion of the Work is left incomplete. It is understood that any work which is installed by the Contractor which has not been coordinated or located satisfactorily in accordance with the Contract Documents, shall be removed and corrected by the Contractor at his own expense.

未完了工事部分を残さないよう、請負業者は、自社の工事と、たとえば間仕切り壁、電気、機械、ならびにあるいは他の工事を行う他の請負業者の工事と、完全で正確な調整を行うこと。契約文書と満足する調整、場所の特定を行わないで、業者が行った工事は、請負業者の費用で撤去、修正するべきであると理解される。

The Contractor shall co-ordinate with the Project Manager to allow for the periodic construction of other trades within and adjacent to this Contractor's work area.

請負業者は、請負業者と同じエリア、ならびに隣接エリアの他業者が定期的に工事を行えるよう、プロジェクト・マネージャーと調整を行うこと。

The Contractor shall also review and co-ordinate all dimensions and details indicated on the drawings.

請負業者は、図面に記載されている寸法や詳細を吟味し、調整を行うこと。

The Contractor shall advise the Project Manager, in writing, within two (2) weeks after award of the Contract of any modifications that need to be incorporated into the construction drawings. If no such notifications are received, it is agreed and understood by the Contractor that any subsequent changes required for the proper completion of his work shall be deemed to be included in his own price.

請負業者は、実施設計図面に組み込むべき変更について、契約授与から２週間以内に、書面でその旨を、プロジェクト・マネージャーに報告すること。この通知が届かない場合、その結果として変化が生じても適切に工事を完了するために必要な費用はすべて、請負業者の金額に含めていると合意、理解されるものとする。

■Discrepancies 矛盾点
Any discrepancy which occurs in either the drawings or the specification shall immediately be brought to the attention of the Project Manager.

図面、あるいは仕様書に生じたあらゆる矛盾について、即座にプロジェクト・マネージャーの注意を喚起しなければならない。

■Site Measurements 現場測量
The Contractor should note that he should not order materials or commence work without
references to the drawings and site measurements. The Owner shall not be liable for any expense incurred by the Contractor in connection with wrong items or abortive Work which would have been apparent had the drawings and site measurements been checked.

The Owner shall not be liable for any expense incurred by the Contractor in connection with wrong items or abortive Work which would have been apparent had the drawings and site measurements been checked.

At the time of checking measurements, the Contractor shall carefully examine the existing conditions, and report to the Project Manager any work performed by others or planned by others which prevents him from execution of his Work as required under the Contract and obtain the Project Manager's final decision and instructions before proceeding.

At the time of checking measurements, the Contractor shall carefully examine the existing conditions, and report to the Project Manager any work performed by others or planned by others which prevents him from execution of his Work as required under the Contract and obtain the Project Manager's final decision and instructions before proceeding.

■ Site Representative 現場代理人
Immediately the Contractor is advised that his tender is to be accepted, and before a formal contract may have been entered into, he shall designate a senior member of his office staff to be the Contractor's representative. Such representative shall be an experienced work supervisor, resident in Tokyo, Japan, and shall be competent and duly authorized to coordinate the work with other parties, to attend progress meetings and generally to represent the Contractor on all aspects of his Work and Contract.

■ Drawing etc.. at Site 現場における図面など
The Contractor shall have available on the site at all times a complete set of Contract Drawings and Specification(s) together with copies of all variation orders and drawings issued after the Date of Possession for reference by the Project Designer and Project Manager.

■ Shop Drawings 施工図面
Shop drawings shall generally be furnished by the Contractor in accordance with the requirements of the Technical Specification, well before the work proceeds and in any case within two weeks upon request by the Project Manager. The Project Designer or Project Manager may reject, approve or amend such shop drawings. No claim will be accepted for disapproval or amendment by the Project Designer or Project Manager.

一般に請負業者は、工事に十分な余裕を持って、どのような場合もプロジェクト・マネージャーの依頼を受けてから2週間以内に、仕様書に要求される施工図面を用意すること。プロジェクト・デザイナー、あるいはプロジェクト・マネージャーは、その施工図面を拒絶、承認、あるいは
は変更を行うよう指示する場合がある。プロジェクト・デザイナー、あるいはプロジェクト・マネージャーが非承認、あるいは変更を行ったことによる追加請求は、一切受け入れない。

■ Tests on Completion 完了検査
The Contractor shall give to the Project Manager ten (10) days notice of the date after which he will be ready to carry out any test.

請負業者は、プロジェクト・マネージャーに対し、検査の 10 日前までに検査日通知を行うこと。

If the tests are being unduly delayed by the Contractor or the Contractor fails to make the Tests within seven (7) days upon the Project Manager’s notice, the Owner may proceed with the tests. All tests so made shall be at risk and cost of the Contractor and the cost thereof shall be deducted from the Contract Sum. The tests shall then be deemed to have been made in the presence of the Contractor and the results of the Tests shall be accepted by him as accurate.

請負業者の試験実行が不当に遅れ、請負業者がプロジェクト・マネージャーから通知を受けてから 7 日以内に試験を行えなかった場合、発注者が試験を行う場合がある。試験は請負業者の費用とリスクによって行われ、その費用は契約金額から差し引くものとする。試験は請負業者の立会いの下に行い、その試験結果が正確であることを請負業者は受入れなければならない。

■ Dimensions 寸法
Figured dimensions are to be taken in preference to scaled ones in all cases. Before commencing any work or ordering any materials or equipment the Contractor must verify all measurements of the building. If any discrepancies are found they must be brought to the notice of the Project Designer and Project Manager immediately.

あらゆる場合において、図面から測った寸法ではなく、記入寸法を用いること。すべての工事開始前に、あるいは資材、あるいは機器の発注前に、請負業者はビルの寸法を検証すること。食違いが見つかった場合は、必ず即座に、プロジェクト・デザイナーとプロジェクト・マネージャーに伝えること。

If a dimension or dimensions appear to be absent from any drawing, the direction of the Project Manager must be obtained.

図面に寸法が明記されていない場合、プロジェクト・マネージャーに指示を仰ぐこと。

■ Setting Out the Work 作業開始にあたり
The Contractor shall set out the Work and take all necessary site dimensions and shall be responsible for the accuracy of the same.

請負業者は墨出しを行い、必要な現場のあらゆる測定を行い、これらが正確であることをの責を負う。

The Contractor shall at his own cost rectify any errors arising from inaccurate setting-out.

請負業者は、墨出し位置が不正確のために生じたミスを自社の費用で正すこと。

■ Damages to Other Trades and Adjoining Area and Properties 他業者、隣接エリア、資産への損害
The Contractor’s attention is drawn to the restriction of the site work due to the close proximity of
occupied areas and the need to protect the same. The Contractor will be required to make good at his own expenses any structural or superficial damage to Work of other trades and any damage to adjoining areas and property caused by his workmen, plant or transport.

The Contractor shall maintain the Site Area utilized by or assigned to them and any ancillary areas used and occupied by them for performance of their Work in a clean, neat and rubbish-free condition at all times. The Contractor shall on a daily basis, place all rubbish in suitable industrial wheelie bins in each of the construction areas at his own expense. These will be removed from site at regular intervals for emptying by the Contractor. If this condition is not strictly adhered to, the Project Manager reserves the right without prior notification, to instruct a third party, to clean and maintain the Site Area in the required condition, with associated costs charged to the Contractor.

It is the responsibility of the Contractor to ensure that his waste materials are loaded in an efficient manner. Disposal of waste is at his, own cost.

The Contractor shall at all times comply with current statutory and local regulations and requirements for the disposal of rubbish and waste.

Final Cleaning

Upon completion, the Contractor is to clean and remove all marks and dirt from finished surfaces and equipment and ensure that all equipment is in excellent working order and to the entire
satisfaction of the Owner and the Project Manager.

工事完了時、請負業者は清掃を行い、仕上がり面や機器から墨出しや汚れをすべて取り除き、すべての機器を最良の状態にしておき、かつ発注者とプロジェクト・マネージャーが十分満足できる状態にしておくこと。

■Access 現場のアクセス
Access to the site of Work shall be through designated routes as agreed with the Project Manager and the management of the building. Use of the building’s cargo lift is permitted only with at least five days prior approval of the building management. All necessary application for building management’s approval shall be done by the Contractor. Major delivery of materials and equipment requires notification to the building management ahead of time.

工事現場への立ち入りは、プロジェクト・マネージャー、ならびにビル管理者が合意した、指定のアクセス・ルートを使用すること。搬入エレベーターの使用は、最低でも使用の5日前までにビル管理者の承認を得た場合のみ可能となる。ビル管理者の承認を得るために必要な申し込みあるいは揚重手続きは、請負業者が行うこと。主要な資材、ならびに機器の搬入は、ビル管理者にあらかじめ通知すること。

The Contractor shall obtain written approval from the Project Manager before delivering of goods to site and is responsible for reception of the same.

請負業者は、プロジェクト・マネジャーより書面による承認書を得てから搬入を行い、その受け入れの責任を負う。

■Security セキュリティ
The need for security at the premises is emphasized and all personnel will be required to carry appropriate identification as directed by the Project Manager.

敷地内でのセキュリティは大変重要であり、すべての人員はプロジェクト・マネジャーの命じる適切な身分証明書を携行すること。

All workers entering and leaving the site are required to sign in and out during working hours. Sign in/out sheet shall be located at the reception area on each floor. And workers must register their names and time of entry and exit. The Contractor shall submit a list of all operatives’ names including ID Nos. to the Project Manager.

作業時間内に現場を出入りする全作業員は、出入りのたびに記帳すること。全作業員は、氏名と入場、退出時間を記帳する。請負業者は、プロジェクト・マネジャーに、作業員全員の氏名と身分証明番号のリストを提出すること。

■Visits to Site 現場訪問
Prior approval from the Project Manager shall be obtained before the Contractor intends to make a site visit.

現場視察の前に、請負業者はプロジェクト・マネジャーの事前承認を取り付けること。

■Building Rules ビル館内規則
The Contractor shall make himself fully aware of and abide by the building management In-House Rules. No claims for extras due to the Contractor’s lack of knowledge of same will be entertained.
African Development Bank Group
Reference: ADB/ITB/CHGS/2019/0263
IT&AV

■ Working Hours 作業時間
The Contractor shall make himself fully aware of and abide by the building management In-House Rules.

■ Water and Power 給水・給電
Water and Power will be provided by the Owner. And the Contractor is required to arrange for the connection and reconnection of services as required to carry out and complete their Work at their Owner cost.

■ Detailed Construction Schedule 工事工程表
The Contractor shall submit with his tender a detailed construction schedule showing his intended method, sequence, stages and order of proceeding with the Work together with the period of time he has estimated for each and every such stage of progress.

■ Watching and Protection 監理と保護
The Contractor shall be responsible for the safe-keeping of his own Work and all materials stored
upon the Work and on the site for use on the Work and in the case of damage or loss whether caused by the weather, carelessness of operatives, or theft or by any other means, the Contractor shall replace the same at his own expense.

請負業者は、自社の工事の安全管理、また工事に使用する資材すべての安全管理の責任を負う。また天候、作業員の不注意、あるいは盗難、あるいはその他のいかなる手段によって損害や損失が生じた場合、請負業者が自社の費用で交換する。

■Safety Precautions 安全予防措置
The Contractor shall provide sufficient safety helmets for the use of his employees and other persons visiting the site in connection with his Work.

請負業者は、作業員とその他の工事関連の訪問者が使用する安全ヘルメットを不足なく提供すること。

The Work shall be kept free from fire hazard and the Contractor shall take all necessary precautions and provide all necessary fire fighting equipment and properly trained staff.

工事現場で火災が起きないようにし、且つ請負業者は必要なあらゆる予防措置を講じ、あらゆる必要な消火機器と適切な訓練を受けた人材を配すること。

The Contractor shall allow for complying with all the directions relating to safety given by the Main Contractor or Project Manager. The Contractor shall provide site safety method statement and equipment including fire extinguishers, first aid equipment as required by the Project Manager.

請負業者は、元請負業者、またはプロジェクト・マネジャーからの安全に関する命令を遵守する必要がある。請負業者は、プロジェクト・マネジャーの求めにより、現場の安全対策の計画書を提出し、消火器、救急用品を含む備品を用意する。

■Site Regulation 現場における厳守事項
The use of trolleys / carts is not permitted inside the site without soft rubber wheels. Trolleys / carts for moving of materials at site without the proper protection for noise and finishes shall not be permitted.

柔らかいゴムタイヤではない台車/荷台の現場内での使用を、許可しない。適切な騒音防止、ならびに仕上げが施されていない台車/荷台を使って、現場内で資材を移動させてはならない。

There shall be no smoking within the premises at all times during and after office hours.

勤務時間内、終了後共、常に現場内は禁煙とする。

Eating of food / drinking are not allowed at all times on site. All workers must be properly dressed during the progress of Work.

現場での飲食は一切禁止する。工事中、作業員は適切な服装をすること。

■Photographs 写真
Unless otherwise instructed by the Project Manager or approved by the Owner, no site photograph shall be taken.
プロジェクト・マネジャーの指示、あるいは発注者の承認がある場合以外は、現場で写真撮影を行ってはいけない。

■ Method Statements and Site Planning 施工計画書
The Contractor shall submit to the Project Manager for approval full method statements on overall construction sequences as well as detailed stages of construction and shall allow him a minimum of 1 week approval time before actual execution of the Work on site.
請負業者はプロジェクト・マネジャーに対し、工事の全体計画と各工事段階における手順を計画し、承認を受けること。現場での実際の工事開始前の少なくとも1週間前に承認を受けること。

■ Site Storage 現場での保管
There is no provision for storage of materials on site, other than in the designated areas to be agreed between the Contractor and the Main Contractor.
現場での資材保管場所については、請負業者と元請負業者で同意した指定エリアとすること。

■ PARTICULAR CONDITIONS 特記
The Contractor shall include the necessary cost as per in house rule provided by the main contractor of base building construction.
契約者はビル指定工事業者の設定する規約に沿って、必要な費用を見込むこと。
SECTION 5 – BID QUESTIONNAIRE
STATEMENT OF CONFORMITY

To the African Development Bank
[insert address of relevant office]

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Invitation to Bid (ITB) No ADB/ITB/CHGS/2019/0263 and have no reservation to the ITB 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, services and works in conformity with the ITB and in the rates and prices indicated in the Bill of Quantity/Price Schedule form included in our bid;
(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 ITB shall not be applicable to any resulting contract;
(e) If provided in the ITB, the prices quoted will remain fixed for the duration of the contract;
(f) Our bid shall be valid for the period indicated in the ITB 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 bid after the deadline for submission, 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 member countries of the Bank;
(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, 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 bid with the lowest evaluated quoted price or any other bid that you may receive.

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

Name ___________________________ In the capacity of ___________________________
Signature __________________________
Email ___________________________
Duly authorized to sign this proposal for and on behalf of: ___________________________

Dated on ___________________________    Official Stamp
# BIDDER INFORMATION SHEET

1. Bidder’s Legal Name:

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

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

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

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

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

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

1. Bidder’s Legal Name:

2. JV’s Party legal name:

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

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

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

6. JV’s Party Authorized Representative Information:
   Name:
   Address:
   Telephone/Fax numbers:
   Email Address:

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

Bidders shall complete all sections in the questionnaire in sufficient detail and provide evidence and supporting documentation to demonstrate compliance. Bidders shall meet each criterion by the deadline for submission of bids.

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Single Entity</td>
<td>Joint venture or any other form of partnership (JV)</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
<tr>
<td>STATEMENT OF CONFORMITY</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A power of attorney shall be attached, if applicable.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder shall sign and return the document in the format provided for a PASS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ELIGIBILITY CRITERIA</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>The bidder is from a member country of the Bank.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, provide evidence, such as,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
</tr>
<tr>
<td>--------------------</td>
<td>---------------------------------</td>
<td>-----------------</td>
<td>-----------------------------</td>
</tr>
<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>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
<tr>
<td>articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The goods, services and works offered are produced in a member country of the Bank.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, provide evidence, such as, operating license, information on origin of goods, services and works.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder, goods, services and works offered shall meet the eligibility criteria on the basis of nationality for a PASS.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has not fulfilled obligations relating to the payment of social</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------------------</td>
<td>-----------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Single Entity</td>
<td>Joint venture or any other form of partnership (JV)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
</tbody>
</table>

- security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.
- The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?
- The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.
- The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.
- 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...
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bidders Response</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comments /</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Evidence provided</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bidders Compliance Requirements**

<table>
<thead>
<tr>
<th>Single Entity</th>
<th>Joint venture or any other form of partnership (JV)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>All partners combined</td>
</tr>
</tbody>
</table>

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

**JV (if applicable)**

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

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

The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.

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

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

**FINANCIAL STANDING**

See below
<table>
<thead>
<tr>
<th><strong>PASS/FAIL CRITERIA</strong></th>
<th><strong>Bidders Compliance Requirements</strong></th>
<th><strong>Bidders Response</strong></th>
<th><strong>Comments / Evidence provided</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single Entity</strong></td>
<td><strong>Joint venture or any other form of partnership (JV)</strong></td>
<td><strong>Yes</strong></td>
<td><strong>No</strong></td>
</tr>
<tr>
<td><strong>All partners combined</strong></td>
<td><strong>Each partner</strong></td>
<td><strong>At least one partner</strong></td>
<td></td>
</tr>
<tr>
<td>The bidder has a minimum turnover of at least [currency and amount JPY 40,000,000 equivalent] for the last three years [2016, 2017, 2018 or latest].</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet at least 20% of the requirement</td>
</tr>
<tr>
<td>The 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>
</tr>
<tr>
<td>The bidder can demonstrate access to and availability of financial</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>
PASS/FAIL CRITERIA

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

resources to meet the overall cash flow requirements for the contract and its current work commitments?

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

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

GENERAL AND SPECIFIC EXPERIENCE

The bidder has been in business for the past [three (5) years]?

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

Must meet requirement | Must meet requirement | N/A |
### PASS/FAIL CRITERIA

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

The bidder has experience in at least [three (3)] similar contracts as a prime contractor within the last [three (3)] years, which have been successfully or substantially complete (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the ITB.

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, services and works required for a PASS.

### HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION

| Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A |

The bidder has had a contract(s) terminated in the last [three (3) years] for unsatisfactory performance or
### PASS/FAIL CRITERIA

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bidders Compliance Requirements</td>
<td>Response</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Single Entity</td>
<td>Joint venture or any other form of partnership (JV)</td>
<td>Yes</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>

Bidders shall complete the litigation history form.

The bidder is involved in litigation that represents more than [50% - 100%] percent of the bidder's net worth.

Bidders shall complete the litigation history form.

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

### PROJECT MANAGER

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

The bidder has a project manager (engineer) with a minimum of **three (3) years experience** in similar contracts.

If yes, provide details of the qualification and experience of the project manager in undertaking similar contracts.

The Project Manager is a qualified
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture or any other form of partnership (JV)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
</tbody>
</table>

- member registered with the relevant Institute
  - Provide certification / evidence that the individual is a qualified member registered with [insert name of country or organization or professional body] Institute of Engineers. State the length of time the project manager has been registered with the institute.

**The bidder shall have a project manager, registered with the relevant institute, possessing the relevant qualification, with a minimum of three years experience in similar contracts for a PASS.**

<table>
<thead>
<tr>
<th>REGISTRATION WITH MINISTRY</th>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder must be registered with [Legal Affairs Bureau of Japan].</td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>If yes, provide certificate or other evidence of current registration.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder shall be registered with the relevant local registration body for the performance of the contract for a PASS.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SITE VISIT / PRE-BID MEETING (if mandatory)</th>
<th>Must meet requirement</th>
<th>Existing or intended JV must</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>--------------------------------</td>
<td>-----------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Single Entity</td>
<td>Joint venture or any other form of partnership (JV)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
<tr>
<td></td>
<td>meet requirement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder attended the site visit and pre-bid meeting.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**The bidder shall attend the site visit and pre-bid meeting 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>
<tbody>
<tr>
<td>The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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.**

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

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

Name of Bidder: ITB Reference:

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

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

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

Pending Litigation

- [ ] No pending litigation
- [ ] Pending litigation

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

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

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>ITB Reference:</th>
</tr>
</thead>
</table>

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 bid 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 bid from the procurement process.
Appendix 5G

TECHNICAL EVALUATION

Bidders (including each partner of a JV, affiliates and suppliers) shall provide the information required in sufficient detail and provide supporting documentation in support of bidders’ response. The Bank shall carry out a detailed examination of the bids to determine compliance with the technical requirements and conditions.

The evaluation of the bidder’s technical bid shall include an assessment of the bidder’s technical capacity to mobilize key equipment and personnel for the contract, consistent with its proposal regarding work methods, scheduling and material sourcing, in sufficient detail, and fully in accordance with the requirements.

1. Bidders shall provide information on their current commitments on all contract that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which a full completion certificate has yet to be issued.

<table>
<thead>
<tr>
<th>Contact details of client – address /telephone/fax</th>
<th>Value of outstanding work (current US$ equivalent)</th>
<th>Estimated completion date</th>
<th>Average monthly invoicing over last six months (US$/month equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Bidders shall provide a comprehensive description of the proposed major items of equipment for carrying out the works.

<table>
<thead>
<tr>
<th>Type of equipment and characteristics</th>
<th>Description, make, model, year of manufacture</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom) or to be purchased (from whom). Include lease agreements, where relevant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Bidders shall provide details of work performed as a prime contractor on works of a similar nature and volume over the last three years. Bidders shall complete one table per contract.

<table>
<thead>
<tr>
<th>Contract Number/Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Country of contract performance:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Award date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Completion date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Contract Number/Name:</td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td>Bidder's role in Contract:</td>
</tr>
<tr>
<td>Value of contract:</td>
</tr>
<tr>
<td>If partner in a JV or subcontractor, specify participation in total contract amount:</td>
</tr>
<tr>
<td>If the contract is not completed, what percentage and total contract value has been completed:</td>
</tr>
<tr>
<td>Provide details of work undertaken by subcontractor, if any, and percentage of total contract value</td>
</tr>
<tr>
<td>Client’s Name:</td>
</tr>
<tr>
<td>Address of Client:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax number:</td>
</tr>
<tr>
<td>E-mail:</td>
</tr>
<tr>
<td>Description of the similarity of work undertaken to the Bank’s requirements:</td>
</tr>
<tr>
<td>- Special contractual / technical requirements:</td>
</tr>
<tr>
<td>- Type of contract:</td>
</tr>
<tr>
<td>- Award of contract:</td>
</tr>
<tr>
<td>- Physical size:</td>
</tr>
<tr>
<td>- Complexity:</td>
</tr>
<tr>
<td>- Methods/technology</td>
</tr>
<tr>
<td>- Other characteristics</td>
</tr>
</tbody>
</table>

4. Bidders shall provide a list of the proposed subcontractors and suppliers to be involved in the contract, setting out the subcontractors and suppliers experience in the last three years relating to the part of the contract they will be performing.

<table>
<thead>
<tr>
<th>Section(s) of work to be performed by subcontractor</th>
<th>Value of subcontract</th>
<th>Name and address of subcontractor</th>
<th>Subcontractors experience in similar contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. Bidders shall provide a comprehensive work programme and technical information, including drawings, charts, as necessary, to comply with the requirements. The work programme should not exceed the period for completion of all works.

6. Bidders shall provide a comprehensive method statement showing how it intends to carry out the works to conform to the requirements.

7. Bidders shall provide a comprehensive mobilization schedule detailing the action plan for the period between the award of contract and commencement of work, to include mobilization timetable, risk registers, mobilization and deployment of equipment and personnel.

8. Bidders shall provide a comprehensive construction schedule detailing the series of events or plan of actions to complete the project. The response shall identify the critical path.

9. Bidders shall provide a detailed site organization plan detailing how it intends to organize a safe and healthy construction site, including traffic management, materials storage and waste management, meeting local administrative and legal requirements, if relevant.

10. Bidders shall provide details on the qualification and experience of key personnel proposed for the administration and execution of the contract, including the proposed Project Manager. Bidders shall complete one table per individual.

<table>
<thead>
<tr>
<th>Proposed Position:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm:</td>
</tr>
<tr>
<td>Name of Staff:</td>
</tr>
<tr>
<td>Profession:</td>
</tr>
<tr>
<td>Years with Firm in proposed position:</td>
</tr>
<tr>
<td>Nationality:</td>
</tr>
<tr>
<td>Membership in Professional Society/Organization (if appropriate):</td>
</tr>
<tr>
<td>Detailed tasks to be assigned under the Contract:</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td><strong>Key Qualifications</strong> - Give an outline of key staff member’s experience and training most pertinent to tasks of the assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use up to half a page.</td>
</tr>
<tr>
<td><strong>Education</strong> - Summarize college/university and other specialized education, including, names of schools, dates attended and degrees obtained. Use up to a quarter page.</td>
</tr>
<tr>
<td><strong>Employment Record</strong> - Starting with the present position, list in reverse order every employment held. List all positions held since graduation, including, dates, names of employing organization, title of positions held and location of assignments. For experience in the last ten years, provide types of activities performed and client references, where appropriate. Use up to three-quarters of a page.</td>
</tr>
<tr>
<td><strong>Languages</strong> - Indicate proficiency in speaking, reading and writing of each language: i.e excellent, good, fair, or poor.</td>
</tr>
</tbody>
</table>
BILL OF QUANTITY/PRICE SCHEDULE

Procurement Practitioners shall set out the payment schedule for the contract. This will give bidders an idea when to expect payment.

<table>
<thead>
<tr>
<th>Payment schedule</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>One time payment after completion and acceptance of the service by the Bank. The contractor to submit an invoice.</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Bill of Quantity and specification can be obtained by requesting to snar_tender@afdb.org.
The following questions categorized into social, environment and Economy will be assessed. Given that this is being introduced in the process for the first time in Sudan, failure to comply will not eliminate the bidders from the process but we will take note of the information to be provided by the bidders.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Please indicated yes/No and demonstration where possible</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Social aspects</strong></td>
<td></td>
</tr>
<tr>
<td>Does the bidder observe the minimum wage requirement?</td>
<td></td>
</tr>
<tr>
<td>Are the workers accorded the right working gears and working environment?</td>
<td></td>
</tr>
<tr>
<td>Are the workers treated fairly during implementation of the project?</td>
<td></td>
</tr>
<tr>
<td><strong>Environment</strong></td>
<td></td>
</tr>
<tr>
<td>Do you use environmental friendly equipment during implementation of project?</td>
<td></td>
</tr>
<tr>
<td>Do you minimize waste and exercise recycling?</td>
<td></td>
</tr>
<tr>
<td>Do you ensure that hazardous materials are not used during implementation of your projects?</td>
<td></td>
</tr>
<tr>
<td>Exercise use of energy serving means and environmental friendly methods during construction</td>
<td></td>
</tr>
<tr>
<td>Transport of the material to the site, is it done in an environmental friendly way?</td>
<td></td>
</tr>
<tr>
<td>Are the equipment to be installed environmental friendly?</td>
<td></td>
</tr>
<tr>
<td><strong>Economy</strong></td>
<td></td>
</tr>
<tr>
<td>Is the quality of the material to be used durable?</td>
<td></td>
</tr>
<tr>
<td>Have you considered maintenance of the equipment and ease in finding spares locally?</td>
<td></td>
</tr>
<tr>
<td>Is the equipment to be installed energy efficient?</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 3: ELIGIBILITY

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

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

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

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

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

3.3 In order to be eligible:

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

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

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

a) The Natural Person or Business has become bankrupt, is insolvent or, in the case of a Business, is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation;
b) The Natural Person or Business has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the Natural Person or Business is established or where the contract is to be performed;

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

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

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

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

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

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

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

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

**DEFINITIONS**

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

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

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

**Contractor** means a Vendor who has entered into a contract with the Bank for the provision of Goods, Services, Real Estate or Works.

**Goods** means tangible items, including assets and expendable items that are purchased, hired, leased or rented by the Bank. A ‘Good’ may include related Services, such as transportation, insurance, installation, commissioning, training and initial maintenance, provided that the value of those Services is less than the value of the Goods acquired.
Natural Person means an individual authorized by the laws of a Member Country of the Bank to offer Goods, Services, Real Estate and Works.

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

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

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

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

<table>
<thead>
<tr>
<th>REGIONAL COUNTRIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>41. Sao Tome &amp; Principe</td>
</tr>
<tr>
<td>45. Somalia</td>
</tr>
<tr>
<td>49. Tanzania</td>
</tr>
<tr>
<td>53. Zambia</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NON REGIONAL COUNTRIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>25. Turkey</td>
</tr>
</tbody>
</table>
1.1 Constitution of Agreement

AFRICAN DEVELOPMENT BANK
GENERAL SERVICES & CORPORATE DEPARTMENT

General Terms and Conditions for the Purchase of Goods and Services

1.1.1 For the purpose of these General Terms and Conditions for the Purchase of Goods and Services (the "GTC"), the "Bank" shall mean the African Development Bank and "Supplier" shall mean the party to the Agreement offering goods or services to the Bank.

1.1.2 The Agreement may include Special Conditions, Terms of Reference or any other documents expressly provided as being an integral part of the Agreement. Any reference to "Agreement" in these GTC also refers to the Agreement's complementary documents.

1.1.3 The submission of any bid shall constitute acceptance of the GTC, except to the extent they may be modified by Special Conditions included in the Agreement.

1.2 Representations

1.2.1 The Supplier represents and warrants that:

(i) The Supplier has title to the goods and is fully qualified to sell, lease, or license such goods or that is has all required skills, experience, authorizations, licenses and permits necessary for the performance of the Services, as applicable;

(ii) The Supplier is not prohibited from bidding for a public procurement under the laws of the jurisdiction under which the Supplier operates;

(iii) The Supplier warrants that it has not been debarred from supplying goods or services by any international organization;

(iv) The Supplier ensures that wages of his personnel, their hours of work and the other labor conditions are at least as favorable as those established for work of the same character in the trade or industry concerned in the area where the work is carried out; and

(v) The Supplier conforms to all relevant laws and regulations of the country where the goods are to be delivered and where the services are to be performed.

1.2.2 The Supplier declares that it is fully cognizant of g and undertakes to comply with the Code of Conduct of the Bank regarding suppliers that is attached to the Agreement.

1.2.3 The Supplier acknowledges that the Bank is entitled to verify the accuracy and veracity of the statements listed in paragraph 1.2.1 above. The Supplier shall facilitate the verification of the statements and shall complete any formalities and provide any documents as may be required by the Bank.

1.3 Performance of Agreement

1.3.1 The Supplier shall not assign, transfer or subcontract any of its obligations under this Agreement, unless authorized in writing by the Bank. It shall be solely responsible for the performance of the Agreement in every respect.

1.3.2 Unless otherwise specified by or agreed with the Bank, the Supplier shall indicate the Agreement number on all invoices, shipping documents, packing slips, packages and correspondence, which shall be addressed to the Bank unless otherwise stated.
1.3.3 The Supplier shall immediately report to the Bank in writing any problems encountered which may jeopardize the performance of the Agreement.

1.3.4 The Supplier shall not engage in Corrupt, Fraudulent, Coercive, Collusive or Obstructive practices in connection with the Agreement, the Bank may at its discretion, do any one or combination of the following: (i) declare void or terminate this Contract without liability for payment of the Contract Amount or any part thereof; (ii) declare the Supplier ineligible to contract with the Bank or to enter into contracts financed by the Bank; or (iii) pursue legal proceedings against the Supplier. For the purposes of this Agreement:

(i) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) “Obstructive practice” means:

1. Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
2. Acts intended to materially impede the exercise of the Bank’s inspection and audit rights.

1.3.5 Trade terms shall have the meanings assigned to them in the latest edition of INCOTERMS.

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

1.4 Environmental Protection

1.4.1 The Supplier shall ensure that the work performed under the Agreement meets the legal requirements in force on the environment, safety, human health and preservation. It must be able to justify compliance at any time during the performance of the Agreement and during the warranty period upon request of the Bank.

1.4.2 In case the legal requirements referred to in paragraph 14.1 above evolves during the performance of the Agreement, any changes requested by the Bank to comply with the new requirements shall be effected through an amendment of the Agreement.

1.5 Liability, Immunities and Applicable Law

1.5.1 The financial liability of the Bank under the Agreement shall not exceed the total amount specified in the Agreement.

1.5.2 Nothing in the Agreement or relating thereto shall be construed as constituting a waiver of the privileges or immunities of the Bank.

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

1.6 Insurance

1.6.1 Prior to the commencement of the work under this Agreement, the Supplier shall obtain and maintain at its own expense for the duration of this Agreement, appropriate insurance coverage with
appropriate loss limits, including any such insurance as required by the law of the country of incorporation or license and by the country where the goods are to be delivered or where the services are to be performed. Upon request, the Supplier shall provide the Bank with certificates of insurance for this insurance coverage.

1.7 Documents

1.7.1 The Supplier shall furnish all documents and technical information, including any information necessary for the maintenance or operation of the goods, that the Bank may deem necessary, in the language requested.

1.8 Changes to Agreement and Amendments

1.8.1 The Bank may, at any time, by written order designated or indicated to be a change order, make changes to the Agreement or any part thereof within the general scope of the Agreement, provided the stage reached in the performance of the Agreement so allows.

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

1.8.3 The parties may agree to amend this Agreement, provided that such amendment is mutually agreed to in writing by the parties.

1.9 Taxes

1.9.1 Supplies for the Bank are exempted from taxes and customs duty in accordance with Article 57 of the Bank's Charter. Accordingly prices shall be quoted or invoiced free and clear of all applicable taxes, including value added tax, sales tax, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority.

1.9.2 If a Supplier is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoices and the Supplier shall provide to the Bank any additional information or document as may be required by the Bank for obtaining the requisite exemption.

1.10 Payment terms

1.10.1 In no event shall the Bank be required to pay for any goods or services not expressly identified in the Agreement.

1.10.2 Prices indicated in the Supplier’s bid shall be deemed to be firm, complete and not subject to revision. The prices are deemed to include all fees and charges, ordinarily included with the goods and services, including those relating to packaging, storage, insurance and transport to point of delivery and all other expenses necessary for the execution of this Agreement.

1.10.3 If the Agreement includes maintenance services, the prices for maintenance are deemed to include:

(i) The value of parts or components and the costs of equipment, ingredients and labor necessary for the performance of the maintenance services;

(ii) The travel allowances and expenses necessitated by changes to the goods at the initiative of the Supplier after approval of the Bank.

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

1.10.5 Invoices shall contain the following information: Agreement number, description of goods or services, quantities, indicating bank address and account number, unit price per item, agreed additional costs, total price, make, model and serial number or part number of goods supplied. The bank address and account number where payment is required should also be indicated on the Invoice.
Irrespective of their nature, all claims of the contractual parties, other than warranty claims, arising from or in any way connected with the Agreement, shall be asserted within 6 months after its termination.

Unless otherwise provided in the Agreement, the Bank shall pay only for goods received and for services rendered.

### Inspection, Acceptance or Rejection

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

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

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

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

### Warranty

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

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

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

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

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

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

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

### Suspension

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

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

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

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

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

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

1.14.5 Upon receipt of the notice of termination under paragraphs 1.14.1, 1.14.2, 1.14.3 or 1.14.4, the Supplier shall, either immediately or upon such date as is specified in the notice of termination cease all further work under this Agreement, except for such work as the Bank may specify in the notice of termination for the sole purpose of protecting that part of the goods already delivered or of services already rendered or except for any work required in order to leave the site in a clean and safe condition. Subject to paragraph 1.14.6, the Supplier shall be entitled to be paid the Price specified in the Agreement attributable to the portion of the Agreement executed as at the date of termination, including all services provided and goods delivered, and reasonable costs, if any, incurred in in leaving the site in a clean and safe condition. In case of partial termination of this Agreement, the Supplier shall continue performance of this Agreement to the extent not terminated.

1.14.6 In the event of termination for default pursuant to paragraphs 1.14.2 and 1.14.3, the Bank may procure, upon such terms and in such manner as it may deem appropriate, goods similar to those not delivered and the Supplier shall be liable for any excess costs or damage caused to the Bank by the Supplier’s default. The Bank reserves the right to offset costs, incurred by it in relation to the termination of the Agreement, from any monies due.

1.14.7 In the event of termination for convenience pursuant to paragraph 1.14.1, the Bank will, in addition to the amounts payable under paragraph 1.14.5, pay to the Supplier an equitable adjustment, not to exceed the total Agreement price, to compensate the Supplier for:

(i) the services accepted by the Bank but not paid previously and adjusted for any savings;

(ii) costs incurred in the performance of the work terminated, including initial and preparatory expenses; and

(iii) the cost of settling disputes with and making payments to the Supplier’s contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Agreement and not included in subparagraphs (i) and (ii) above;

1.14.8 Termination of this Agreement in whole or in part by the Bank shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Agreement.

1.15 Audit

1.15.1 The Supplier agrees to maintain, in accordance with sound and generally accepted accounting practices, records supporting all amounts invoiced under this Agreement.

1.15.2 The Supplier shall make such records available to the Bank or the Bank’s designated representative at all reasonable times until the expiration of three (3) years after the date of the final payment, for the purpose of auditing this Agreement.
1.15.3 In the event an audit determines that the Bank has overpaid the Supplier, the Supplier shall reimburse the Bank, within thirty (30) days after receipt of a written request thereof, the amount of any such overpayment.

1.16 Liquidated Damages

1.16.1 Unless provided otherwise in the Agreement, if the Supplier fails to perform this Agreement or any part thereof within the specified time stated in the Agreement, the Bank may, without prejudice to any other remedy under this Agreement, deduct from the Agreement price, as liquidated damages, a sum equal to 0.1% of the Agreement price for each day of delay until actual performance.

1.16.2 The liquidated damages shall begin to accrue penalties the day after the contract period of performance of the services has expired, without the need to notify the Supplier in writing of such default.

1.17 Liability

1.17.1 The Supplier shall be liable for all damages arising from its action or that of its employees, agents or subcontractors, of which the Supplier or its employees, agents or subcontractors could be rendered responsible under applicable laws.

1.17.2 The Supplier shall bear the full financial consequences of any material damage or personal injuries, including death which, through the Supplier’s action or that of its employees, agents or subcontractors, may be suffered by the Bank or its agents or any third party.

1.18 Intellectual Property and Confidentiality

1.18.1 The Supplier undertakes to indemnify and hold the Bank and its agents and principals harmless against any claim for infringement of intellectual property rights by the transfer or use of any of the goods or components thereof supplied by the Supplier to the Bank.

1.18.2 The Supplier shall be liable for all the consequences, in particular legal and financial, of the exercise by the Bank of its rights, and shall guarantee the Bank against any claim.

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

1.18.4 The Supplier shall not, while performing this Agreement or at any time thereafter, utilize in any manner prejudicial to or incompatible with the interests of the Bank any information of a restricted or confidential nature that may come to its knowledge in connection with the performance of this Agreement. The Supplier must inform its agents and subcontractors of the confidentiality obligations and security measures required for the execution of the Agreement. It must ensure compliance with these obligations by its subcontractors.

1.18.5 The Supplier shall not use the Bank’s name or emblem in the absence of a prior express authorization from the Bank.

1.19 Dispute Settlement

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

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

1.19.3 The arbitral tribunal shall comprise one arbitrator jointly chosen by the parties. However, where the parties are unable to reach an agreement within sixty (60) days of notification of the Conciliation Notice, the London Court of International Arbitration (LCIA) shall become the appointing authority.
1.19.4 The arbitration shall take place in the venue specified in the Agreement, or, failing that, in Tokyo, Japan and shall be in the English language.

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

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

1.19.7 The provisions of this article shall remain in force after the termination of this Agreement.

1.20 Force Majeure

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

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

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

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

1.21 Severability

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

2. Packaging, Title and Risk of Loss for Goods

2.1.1 The Supplier shall provide proper and adequate packaging in accordance with prevailing commercial best practices to ensure that material shipped to the Bank will be delivered free of damage. The Supplier shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by the Bank due to the Supplier's non-compliance with such instructions will be for the Supplier's account. The Bank reserves the right to reject any and all shipments deemed by the Bank to have been inadequately packaged.

2.1.2 Title to all goods furnished under the Agreement shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to the Bank. Title will pass to the Bank on the earlier of the date of the payment for such goods or acceptance of the goods. The Supplier shall assume all risk of loss or damage for the goods until such time the title passes to the Bank.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Interpretation and Definitions</td>
<td>9</td>
</tr>
<tr>
<td>II</td>
<td>Purpose</td>
<td>10</td>
</tr>
<tr>
<td>III</td>
<td>Vendor’s Undertaking</td>
<td>10</td>
</tr>
<tr>
<td>IV</td>
<td>Payment</td>
<td>10</td>
</tr>
<tr>
<td>V</td>
<td>Commencement and Timelines</td>
<td>11</td>
</tr>
<tr>
<td>VI</td>
<td>Authorities and Notices</td>
<td>11</td>
</tr>
<tr>
<td>VII</td>
<td>Securities</td>
<td>11</td>
</tr>
<tr>
<td>VIII</td>
<td>Indemnification and Limitation of Liability</td>
<td>12</td>
</tr>
<tr>
<td>IX</td>
<td>Governing Law</td>
<td>13</td>
</tr>
</tbody>
</table>
THIS CONTRACT AGREEMENT is entered into by and between the AFRICAN DEVELOPMENT BANK (hereinafter called the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE D'IVOIRE and currently operating from its Temporary Relocation Agency in Tunis, 15 Avenue de Ghana, BP 323 – 1002 Tunis Belvédère, TUNISIA of the one part,

And

[NAME OF THE LEGAL ENTITY] formed and existing under the laws of [place of incorporation] (hereinafter called the "Vendor"), whose address is [Street address, City, Postal Code, State/Province, District, COUNTRY], of the other part.

Parties mean the Bank and the Vendor collectively, and Party means any one of them, as the context may indicate.

WHEREAS the Bank has determined the need to procure goods and services from the Vendor as described in the Terms of Reference;

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

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I: INTERPRETATION AND DEFINITIONS

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

(a) Terms of Reference;
(b) Price Schedule;
(c) Project Plan as accepted by the Bank;¹
(d) Software Licenses²
(e) Maintenance Contract³;
(f) Special Conditions of Contract (the “SCC”), attached to the RFP as Annex [ ];
(g) General Conditions of Contract (the “GCC”), attached to the RFP as Annex [ ];
(h) Service Level Agreement⁴;
(i) Advance Payment Security⁵;

¹ If there is no Project Plan, please delete this provision
² If there is no Software to be purchased, please delete this provision
³ To be included only when maintenance services are to be provided
⁴ To be included only when relevant/applicable
⁵ To be included if required
(j) Performance Security⁶;
(k) Code of Conduct for Vendors
(l) The Vendor’s Proposal in response to the RFP, as accepted by the Bank, with its forms and annexes; and
(m) The Bank’s RFP, excluding the documents listed above.

1.2. In the event of any ambiguity or conflict between this Contract Agreement and the Contractual Documents, the order of precedence shall be this Contract Agreement followed by the Contractual Documents in the order in which they are listed in Section 1.1 above.

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

“RFP” means the Request for Proposal No. ADB/_____ (the “RFP”) as Annex [ ];

"System" means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Vendor’s Equipment), together with the Services to be carried out by the Vendor under the Contract as specified in the Terms of Reference; and

“Terms of Reference” or the “TOR” means the terms of reference attached to the RFP as Annex [ ] [or if applicable: the Revised Terms of Reference attached hereto as Annex [ ]];

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

ARTICLE II: PURPOSE

2.1. The purpose of the Contract is the acquisition by the Bank of all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Vendor’s Equipment), together with the Services to be carried out by the Vendor under the Contract as specified in the Terms of Reference.

ARTICLE III: VENDOR’S UNDERTAKING

3.1. In consideration of the payments to be made by the Bank to the Vendor as indicated in this Contract Agreement, the Vendor hereby covenants with the Bank to deliver the Goods and perform the Services related to the System in accordance with the agreed upon Project Plan, the Price Schedule and all other provisions of the Contract.

3.2. The Vendor declares that it is fully cognizant of and undertakes to comply with the Code of Conduct of the Bank regarding vendors.

ARTICLE IV: PAYMENT

⁶ To be included if required
4.1. In consideration of the delivery of the Goods and performance of the Services related to the System as required under this Contract Agreement, the Bank shall pay the Vendor the amounts specified in the Price Schedule (the “Contract Price”), being a total of [or an amount not exceeding] ______________.

4.2. Payment of the Contract Price shall be in accordance with the modalities specified in the Price Schedule.

4.3. The Contract Price shall be firm and not subject to any alteration, except in the event of a modification to the System as provided in the Contract [or in accordance with the following price adjustment formulae…].

4.4. The Contract Price for individual items or of Subsystems shall comply with the following conditions:

   (a) Foreign Goods: Goods supplied from outside the Project Site's country are priced on a DDU basis in accordance with the Incoterms; and

   (b) Domestic Goods: Goods offered from within the Project Site’s country shall be priced free of customs duties and all taxes levied by the host country.

4.5. The Services required under this Contract (such as inland transport and cargo insurance for goods; software development; system installation, customization, integration, commissioning, and testing; training; technical support; and other services necessary for proper installation and operation of the System), are priced inclusive of all incidental costs (such as travel, subsistence, office support, communications, printing of materials), and excluding all taxes, duties and other such imposts paid or payable in any member country, upon rendering the services.

4.6. All payments shall be made in [insert name of currency] (the “Currency of the Contract”).

ARTICLE V: COMMENCEMENT AND TIMELINES

5.1. This Contract shall enter into force on the date of last signature by the Parties (the “Commencement Date”) and shall continue to remain effective for a period of […] months/years] from the date of Operational Acceptance following successful implementation of the System, unless otherwise terminated or extended.

5.2. The Vendor shall commence work on the System within: … days from the Commencement Date or as otherwise provided in the Project Plan accepted by the Bank.

5.3. The Vendor shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) on or before [set out the date for operational acceptance or state where in the Contract the date can be found, i.e. specified in the Terms of Reference or agreed Project Plan etc.] and in accordance with the time schedule specified in the Contract and any refinements agreed between the Parties from time to time, or within such extended time as agreed by the Bank.

ARTICLE VI: AUTHORITIES AND NOTICES

6.1. The Vendor designates [representative name] as the Vendor’s Representative. Subject to the terms of the Contract, the Vendor’s Representative shall have the authority to represent the Vendor on all day-to-day matters relating to the System or arising from the Contract. The Vendor’s Representative shall give to the Project Manager all the Vendor’s notices, instructions, information, and all other communications under the Contract.
6.2. The Bank designates [Bank’s representative name] as the Project Manager. The Bank may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of such change to the Vendor without delay.

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

FOR THE BANK
Mailing Address
Attention [Title]
Fax: [Department]
FOR THE VENDOR
Mailing Address [Name of the Vendor]
Postal Address
City
State/ Province/ District
Country
Fax:

ARTICLE VII: INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1. The Vendor undertakes to indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses (“Losses”) which the Bank may incur in relation to personal injury or property damage arising from the Vendor’s performance of its obligations under this Contract, including third party claims. The Vendor shall 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 provided that Bank: (a) promptly notifies the Vendor in writing of the claim; (b) subject to the rights, immunities, privileges or exemptions accorded to the Bank under the Agreement Establishing the African Development Bank, the Headquarters Agreement concluded with Cote d’Ivoire and other applicable agreement or convention or law, grants the Vendor sole control of the defense and settlement of the claim; and (c) provides the Vendor, at the Vendor’s expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

7.2. Except as provided in Section 8.1 above, the Vendor’s liability to the Bank for damages under this Contract, from all causes of action and under all theories of liability, except for third-party claims, shall in no event exceed the amount of [insert amount]. The parties agree that the limitations in this Article will survive and apply even if any limited remedy specified in this Contract is found to have failed of its essential purpose. The Parties expressly acknowledge and agree that the Vendor has set its prices and entered into this Contract in reliance upon the limitations of liability specified herein, which allocate the risk between the Vendor and the Bank and form an essential basis of the bargain between the Parties.

7.3. The financial liability of the Bank under the Contract shall not exceed the Contract Price.

7.4. The provisions set out in this Article shall survive the expiration or termination of this Contract.
ARTICLE IX: GOVERNING LAW AND LANGUAGE

8.1. This Contract shall be governed by the laws of England, without giving effect to any choice of law principles. The *United Nations Convention on Contracts for the International Sale of Goods* does not apply to this Contract.

8.2. Unless otherwise provided in the Contract or agreed upon by the Parties, all correspondence, and communication to be given shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.

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

FOR THE AFRICAN DEVELOPMENT BANK

______________________________
[NAME OF AUTHORISED SIGNATORY]
[TITLE]

________________________________
Date

FOR THE VENDOR

______________________________
[NAME OF AUTHORISED SIGNATORY]
[TITLE]

________________________________
Date