TENDER FOR THE PROVISION OF AUDIOVISUAL AND MULTIMEDIA ACTIVITIES DURING THE ANNUAL MEETINGS 2018 OF THE AFRICAN DEVELOPMENT BANK – BUSAN, SOUTH KOREA

REF: ADB/RFP/CHGS/2018/0029
African Development Bank Group
Reference: ADB/RFP/CHGS/2018/0029
AUDIO VISUAL & MULTIMEDIA SERVICES FOR 2018 ANNUAL MEETINGS

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

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

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

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

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

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

PART II – CONDITIONS OF CONTRACT

Section 9: This Section includes the General Conditions of the Bank that shall not be modified and the Special Contract Conditions.
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RFP Quality and Price – open competition
(version March 2016)

01 BP 1387, Abidjan 01 Côte d’Ivoire Tel: +225 20 26 10 20 – e-mail: tender@afdb.org - Internet: www.afdb.org
SECTION I – LETTER OF INVITATION

Dear Sir/Madam,

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

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

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

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

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

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

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


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

_____________________________
M. SAKO
PROCUREMENT OFFICER
CORPORATE PROCUREMENT DIVISION

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RFP Quality and Price – open competition
(version March 2016)

01 BP 1387, Abidjan 01 Côte d'Ivoire Tel : +225 20 26 10 20 – e-mail: tender@afdb.org - Internet: www.afdb.org
SECTION 2 - INSTRUCTIONS TO BIDDERS

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

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

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

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

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

6. Amendment of RFP – The Bank reserves the right to modify any content of the RFP without incurring any liability to any bidder. Any such amendment shall be posted on the Bank’s website. It is the sole responsibility of bidders to ensure they are aware of any amendment and take the amendment into account in preparing proposals.
7. Clarification of RFP
   7.1. A bidder requiring any clarification shall notify the Bank in writing at the details provided in the RFP Data Sheet and within the period for clarification in the RFP Data Sheet. Written copies of the Bank’s response (including the questions raised without identifying the source) shall be posted on the Bank’s website.
   7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change to the RFP shall be raised at the earliest opportunity in writing at the details provided in the RFP Data Sheet. The Bank shall not consider any request to change the General Conditions.
   7.3. The Bank shall determine, in its sole discretion, to accept or reject any query or request for change. Any response from the Bank shall be binding on bidders.
   7.4. A bidder who contacts any member of Bank staff directly or indirectly in relation to the procurement (except staff specified in the RFP) shall be disqualified.
   7.5. The Bank shall not respond to any query or request received after the deadline in the RFP Data Sheet.

8. Site Visit / Pre-Bid meeting
   8.1. If provided in the RFP Data Sheet, bidders are invited to attend a site visit and pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any matter relating to the Bank’s requirements. The cost of the site visit and pre-bid meeting shall be at the bidder’s own expense.
   8.2. Bidders are requested to submit any questions in writing to the address in the RFP Data Sheet, to reach the Bank no later than one week before the meeting.
   8.3. If provided in the RFP Data Sheet that attendance at the site visit and pre-bid meeting is mandatory, any bidder wishing to submit a proposal shall attend the site visit and pre-bid meeting. The Bank shall not consider a proposal from a bidder who does not attend a mandatory site visit and pre-bid meeting.
   8.4. Minutes of the meeting (including the text of the questions raised without identifying the source together with the Bank’s response) shall be posted on the Bank’s website.

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

10. Language of Proposals
    10.1. The proposal and all correspondence and documents relating to the proposal exchanged by the bidder and the Bank shall be written in the language specified in the RFP Data Sheet. A proposal submitted in a language not specified in the RFP Data Sheet shall be rejected.
    10.2. Any printed literature furnished by the bidder written in another language other than the language specified in the RFP Data Sheet shall be accompanied by a certified translation in the language in the RFP Data Sheet of its pertinent passages in which case, for the purpose of interpretation of the proposal, the translation shall govern.

11. Subcontractors and service providers – Bidders shall identify any sub-contractors that will play a significant role in the bidder’s performance of the contract. The Bank reserves the right to obtain the same level of information from subcontractors as from bidders.
12. **Documents comprising the Proposal** - Proposals shall comprise the following documents, completed in full and supported with evidence and information requested:

- Technical Proposal Questionnaire; and
- Financial Proposal Questionnaire.

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

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

15. **Meeting the Bank’s requirements**

15.1. Unless otherwise provided, bidders shall meet the Bank’s requirements by the deadline for submission of proposals.

15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank determine whether the bidder has the required capability, experience, knowledge and expertise to satisfactorily perform the contract.

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

17. **Samples and Inspection**

17.1. The Bank may request samples at any time during the procurement process. If requested, bidders shall provide samples free of charge. A bidder who fails to provide the required samples shall be disqualified. The Bank makes no guarantee that the samples will be returned or the condition of samples upon completion of evaluation. Samples shall be returned at the bidders own cost.

17.2. If provided in the RFP, the Bank shall conduct an inspection of the goods and services during the procurement process either at the bidder’s premises or at the Bank’s offices. Such inspection shall not relieve the bidder from any of its obligations under the contract. The Bank shall notify bidders in writing of the details of any inspection. The Bank shall not be responsible for the expenses incurred by the bidder for such inspection.

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

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

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

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

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

23. **Bid Prices**

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

23.2. The Bank shall award the contract based on value for money taking into account the whole life costing (i.e., life-cycle costs of the goods and services, maintenance, spare parts, warranty, training, disposal, shipment, insurance) of the requirement.

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

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

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

27. **Bid Security**

27.1. If provided in the RFP Data Sheet, the bidder shall furnish, as part of its proposal, the signed Bid-Securing Declaration form or bid security in the amount, form and valid for the period in the RFP Data Sheet.

27.2. The bid security shall be in the form of a certified cheque or a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank. Any proposal not accompanied by a substantially responsive bid security shall be rejected.

27.3. The Bank may require bidders to extend the period of validity of a bid security. If the bidder does not extend the validity of the bid security, the bidder’s proposal shall be rejected unless the bidder submits a new bid security acceptable to the Bank before the expiration of the bid security.

27.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the proposal and shall list all members of the joint venture.

27.5. The bid security shall be returned to bidders or forfeited in the circumstances specified in the RFP Data Sheet.
SUBMISSION AND OPENING OF PROPOSALS

28. Deadline for Submission of Proposals

28.1. The Bank shall receive proposals no later than deadline in the RFP Data Sheet. It is the sole responsibility of bidders to ensure timely receipt of proposals by the Bank.

28.2. The Bank shall extend the deadline for submission of proposals at any time without incurring any liability to bidders.

29. Late Proposals – The Bank shall not consider any proposal received after the deadline for submission of proposals. Any proposal received by the Bank after the deadline for submissions shall be declared late and rejected by the Bank.

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

31. Proposals submitted electronically via AfDB e-Procurement portal

31.1. If provided in the RFP Data Sheet, proposals shall be submitted electronically via AfDB e-Procurement portal.

31.2. Bidders shall obtain guidance on submitting proposals electronically in the user manual in AfDB e-Procurement portal.

31.3. The Bank reserves the right to request the original of any form, document or authorization submitted electronically by any bidder.

32. Proposals submitted by mail, courier or hand-delivery

32.1. If provided in the RFP Data Sheet, proposals shall be submitted by mail, courier or hand delivery.

32.2. Proposals shall be submitted in a sealed envelope (with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes) and delivered to the address in the RFP Data Sheet.

32.3. Each bidder shall submit proposal in one original and four copies (any attachment, appendix and annex thereto shall also be submitted in one original and four copies): the original proposal shall carry the mention “Original” and each of the four copies the mention “Copy”. The technical proposal (one original and four copies) and the financial proposal (one original and four copies) shall each be placed in two separate sealed envelopes (the “internal envelopes”).

32.4. The following mention shall appear on each internal envelope:
   a) the RFP reference;
   b) the mention “Technical Proposal” or “Financial Proposal” as the case may be; and
   c) the name and address of the bidder.

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

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

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

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

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

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

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

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

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

EXAMINATION OF PROPOSALS

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

36. Clarification of Proposals

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

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

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

37. Determination of Responsiveness

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

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

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

37.2.1. If accepted, would:
37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;

37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank’s rights or the bidder’s obligations under the proposed contract; or

37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.

37.3. The Bank shall examine the technical proposals to determine whether proposals are substantially responsive with the requirements.

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

BID EVALUATION

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

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

AWARD OF CONTRACT

40. Award Methodology

40.1. The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology and may discuss proposals with bidders.

41. Contract Award

41.1. By issuing this RFP, the Bank is not committed to award a contract for all or part of the requirements.

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

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

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

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

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

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

45. Award Protest Procedure – The Bank has a complaint procedure as set out in the Presidential Directive. An unsuccessful bidder wishing to make a complaint must inform the Bank within seven (7) days of notification of the Bank’s contract award decision.
46. **Contractual Relationship** - The contractual relationship shall be governed by the General and Specific Conditions and shall include the description of goods/technical specification/terms of reference, the successful bidder’s technical and financial proposal. **No other terms and conditions put forward at any time by the bidder shall form part of the contract.**

47. **Performance Security**
   47.1. If provided in the **RFP Data Sheet**, the successful bidder shall furnish the performance security within the period, amount and form stipulated in the **RFP Data Sheet**. The performance security shall be in the form of a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank.
   47.2. The performance security shall be returned to the bidder as set out in the General and Specific Conditions.
   47.3. Failure of the successful bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award to the bidder without any right of action against the Bank.
   47.4. In lieu of bank guarantee, the Bank may retain 10% of the contract sum that shall be returned to the bidder as set out in the General and Specific Conditions.

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

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

**FURTHER ASSISTANCE**

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

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

### The numbering below refers to the appropriate numbering of the introduction

#### § 1

The goods and services to be provided are outlined in Section 4. The requirements are divided in two (2) lots as outlined below:

- Lot 1: Services related to reporting and interviews (provision of crew and required equipment)
- Lot 2: Services related to the setup and running of a Broadcast Master Control Room and editing suites (including TV crews and required equipment).

#### § 1

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

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

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

**Financial Standing:** An average turnover of at least: Lot 1 USD 150,000; Lot 2 USD 250,000 or equivalent per annum for the last three years 2014, 2015, 2016 or latest. A bidder shall demonstrate current soundness of financial position and its long-term profitability.

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

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

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

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

#### § 7

Request for clarification and/or request for change to the RFP shall be sent in writing by electronic mail: tender@afdb.org

The request shall be received by the Bank no later than: 14 March 2018 at 5:00 P.M., Abidjan local time
The Bank shall organize a site visit and pre-bid meeting:  
YES on 13 March 2018 at 10H00, Abidjan local time at:

African Development Bank
Headquarters Building
Avenue Joseph Anoma, Abidjan - Cote d'Ivoire
Corporate Procurement Division, 17th South Tour, Office N° 17 S2-S3

Questions for the site visit and pre-bid meeting shall be submitted to: N/A

The site visit and pre-bid meeting is a mandatory requirement: N/A

The language of proposals and all correspondence is: ENGLISH. Supporting documents provided by the bidders may be in another language and accompanied by a translation in the language of the RFP Data Sheet. For the purpose of interpretation of the proposal, the translation shall govern.

In addition to the Technical and Financial Proposals Questionnaires, bidders are required to provide:

- (i) a certificate of incorporation/registration
- (ii) Articles and Memorandum of Association / Charter
- (iii) the firm’s Organizational Structure
- (iv) Insurance certificate for professional liability

Alternative proposals are accepted: NO

The prices shall be expressed in USD

The Bank’s requirement is divided into lots: YES

Bidders can submit a proposal for one or multiple lots: YES

In case of submission for multiple lots, the average annual turnover should be a total of the average turnovers required for both lots.

The minimum period of validity of proposals is ninety (90) days from the deadline for submission of proposals.

Bid security is required [YES] in the form of Bid Securing Declaration (see Appendix 6H).

Bid security shall be valid for twenty-eight (28) days beyond the period of validity of proposals.

Any proposal not supported by a bid-securing declaration will be automatically disqualified

The deadline for submission of proposals is 22 March 2018 at 15:00 P.M., local time.

Electronical Proposals shall be submitted at email address tender@afdb.org: YES.

Proposals should be secured with a password. Bidders are requested to send the password to b.niamessou@afdb.org on 22 March 2018 no later than 15:00, Abidjan local time.
§ 32  Proposals shall be submitted by mail, courier or hand delivery: YES

Proposals shall be sent to the following address and the external envelope shall bear the following information:

African Development Bank
Corporate Procurement Division
General Services and Procurement Department
Headquarters Building 17th South Tour, Office N° 17S24
Avenue Joseph Anoma, Abidjan Cote d'Ivoire

RFP – DO NOT OPEN UNTIL BID OPENING DAY

TENDER FOR THE AFRICAN DEVELOPMENT BANK ANNUAL MEETINGS 2018 – BUSAN, SOUTH KOREA AUDIOVISUAL AND MULTIMEDIA ACTIVITIES

Reference: ADB/RFP/CHGS/2018/0029

RFP Closing Date and Time: 22 March 2018 at 15H00. Abidjan, local time)

§ 46  Performance security is required: NO

§ 48  Advance payment will be provided to the successful bidder: NO.

§ 49  The Bank shall retain 10% of the contract sum until the end of the defects liability period: N/A
SECTION 4 – DESCRIPTION OF GOODS / TECHNICAL SPECIFICATION / TERMS OF REFERENCE

ANNUAL MEETINGS 2018 – BUSAN, SOUTH KOREA

AUDIOVISUAL AND MULTIMEDIA ACTIVITIES DURING THE ANNUAL MEETINGS OF THE AFRICAN DEVELOPMENT BANK

BACKGROUND INFORMATION

The African Development Bank Group (AfDB) is a multilateral development finance institution established in 1964 to fight poverty and promote sustainable economic growth and social progress in Africa. The Bank’s annual flagship event is its Annual Meetings, this year held in Busan, South Korea. The Meetings customarily contain statutory elements (Boards of Governors meetings). As many as 4000 African and non-African delegates – government, business, civil society – will be present.

OBJECTIVE OF THE PROJECT

We expect a large number of press – possibly up to 200 journalists and news organizations. It is in this framework that the Bank’s Communications and External Relations Department (PCER) is looking for a high standard agency, specialized in audiovisual to support in technical assistance in audiovisual and multimedia.

SCOPE OF WORK

Tasks are expected in the areas of video reporting, editing and photography.

The Annual Meetings will be from 21 to 25 May 2018. The services of the providers to be retained will be for a period of seven (7) days from 20 May to 26 May 2018.

The requirements are divided into two (2) lots as follows:
- Lot 1: Equipment and TV Crew for reports and interviews
- Lot 2: Set up for a Broadcast Master Control Room with TV Crew to run it and provide editing suites and crew.

**Lot 1 - Equipment and TV Crew for reports and interviews:**

**Equipment:**
- A) 6 4K cameras with compact flash cards (type Sony XDCAM)
- B) 12 batteries (autonomy 6 hours)
- C) 6 tripods (type MVH502A, 546BK-1 PRO VIDEO)
- D) 6 wireless microphones (type Sennheiser ew 112-p G3)
- E) 6 LED lights torches (type Litepanels MICRO KIT)
- F) 6 professional headsets (type SENNHEISER HD 25 1 II BE)

**Crew**
- A) 6 cameramen (including 3 video reporters)
- B) 6 assistants
- C) 3 journalists (2 French speakers and 1 Anglophone)

**Photographers and coordinator**
- A) 6 photographers with their HD devices (minimum resolution of 8 mega pixels). Each with a wide-angle lens and telephoto lens.
- B) 1 coordinator with laptop and a card reader (to collect photos, sort, classify and provide titles).
- C) 2 mobile external hard drives (La Cie, USB3.0) 2TB (1 for archiving the pictures, the second one for backup).

**Lot 2 - Set up a Broadcast Master Control Room with TV crews to run it and provide editing suites and crews:**

**Equipment**
- A) 3 Mac book pro with FINAL CUT PRO software for Logging with 3 multi-format card readers
- B) 5 Mac editing stations with FINAL CUT PRO software (each with 2 screens and mouse)
- C) 5 high stereo speakers
- D) 8 professional headsets (type SENNHEISER HD 25 1 II BE)
E) 3 (mini) cabins for recording voice over (mini cabins with professional micro, tripod, and NOISE FILTER connected to mac computers)

F) 6 mobile external hard drives (La Cie, USB3.0) 2TB (higher capacity for 4K shooting)

G) 2 Professional Hard Drives Desktop Storage (d2 Thunderbolt, USB3.0) of 8TB (higher capacity for 4K shooting). All hard drives will be handed to the Bank.

Crew:

A) 6 video editors
B) 1 editing assistant
C) 2 production assistants
D) 3 journalists for voice off and translations (2 French speakers and 1 Anglophone)
E) 2 IT technicians to upload videos and photos.

Deliverables:

In English and French:

A) 5-minute and 1-minute Best Of

- The 5-minute Best of consist of a 4K / full HD video of 3-5 minutes summarizing the day's events, including interviews and narration.
- The 1-minute Best of consist of a 4K / full High definition video of 1-2 minutes derived from the 5-minute best-of to be used on social media.

B) 1 video highlights for each "high level" Event of the Annual Meetings.

- A 4K / full HD video of 3-5 minutes of each “high level” Event.

C) Video montage of all the Best of and "high level" events broadcasted in live.

D) All raw footage, properly filenamed and timecoded.

Remarks:

1. All the videos will be posted on the Bank’s Vimeo account as soon as they are post-produced.
2. The videos are the Bank’s property. However all shoots / fixtures required by media and public will be available.
3. The videos should be released at the end of the day

It should be noted that the Bank can decide to cancel some components of the assignment before the signature of the contract.
SECTION 5 – EVALUATION CRITERIA AND METHODOLOGY

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

2) A two-stage process shall be adopted in evaluating proposals. Proposals shall be ranked according to technical score (Nt) and financial score (Nf) using the weights (T = the weight given to the technical proposal, 70%), (F = the weight given to the financial proposal 30%) (T + f = 1).

3) The final score shall be calculated as follows:

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

TECHNICAL EVALUATION

4) Bidders shall obtain a minimum of 70 points following evaluation of technical proposals (“Qualifying Technical Score”) to be considered for financial evaluation. Bidders obtaining less than the Qualifying Technical Score shall be rejected.

5) The bidder obtaining the Qualifying Technical Score per lot shall be notified of the opening of financial proposals. The financial proposals shall be opened and checked for completeness and corrected for computational errors.

6) To be responsive, proposals must contain all the information required in each envelope as described above. Responsive proposals will be assessed and will be assigned a technical score (Nt) according to the following criteria:

Technical Proposals: 100 points Weighting 70%
EVALUATION CRITERIA FOR LOT 1

<table>
<thead>
<tr>
<th>N°</th>
<th>Description</th>
<th>Maximum points</th>
<th>Marks</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Company Profile: General experience in technical management in audiovisual reporting, conducting interviews and filming.</td>
<td>20</td>
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<tr>
<td></td>
<td>1.1 Experience of 3 years – 10 points</td>
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<tr>
<td></td>
<td>1.2 Experience of 3 to over 5 years – 20 points</td>
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<tr>
<td>2</td>
<td>Specific experience in inter-governmental events: similar contracts executed with a national government (Describe contents of services, size of events, number of participants, length of event and value of contract.)</td>
<td>10</td>
<td></td>
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<tr>
<td></td>
<td>Bidders are required to attach proof of experience. One (1) point per contract up to 10 contracts totaling 10 points.</td>
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<tr>
<td>3</td>
<td>Experience Team Manager 3 years of experience as Technical Manager and more than 10 years in the field of Audiovisual and Multimedia (bidders are requested to attach CV of Team Manager)</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Experience Key staff must have a minimum of 3 years of experience in Broadcast services and be able to communicate/interact with local staff and governmental staff. (Bidders are requested to attach CVs of key staff)</td>
<td>10</td>
<td></td>
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<td>5</td>
<td>Project Plan (bidders will provide a detail implementation plan including timeline for successful assumption of all responsibilities, critical path; chronological list of events and/or tasks that would be involved from accepting the tender to successful implementation)</td>
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<td></td>
<td>• period required to commence services</td>
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<td></td>
<td>• proposed service levels and related indicators</td>
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<td></td>
<td>• Quality assurance procedures, complaint management process</td>
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<tr>
<td>6</td>
<td>List of proposed equipment</td>
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<tr>
<td>7</td>
<td>Methodology: bidders will provide in detail the tools and methodology they will apply to execute the required services.</td>
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<td><strong>Total</strong></td>
<td><strong>100</strong></td>
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</table>
# EVALUATION CRITERIA FOR OR LOT 2

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<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
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</table>
FINANCIAL EVALUATION

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

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

\(F = \text{amount of financial proposal converted in the common currency).}\)

FINAL RANKING

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

AWARD OF CONTRACT

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

POST-QUALIFICATION

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

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

To the African Development Bank
01 BP 1387 Abidjan 01
Avenue Joseph Anoma-Plateau
Tél. +225 20 26 21 71
COTE D’IVOIRE

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2018/0029 and have no reservation to the RFP including addendum issued;
(b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;
(c) We offer to provide the goods and services in conformity with the RFP;
(d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract;
(e) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;
(g) We understand that the Bank’s policy requires bidders and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;
(h) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;
(i) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
(j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;
(k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

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

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

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

Name __________________________
In the capacity of __________________________

Signature __________________________

Email __________________________

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

Dated on __________________________

Official Stamp
## 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

The bidder shall complete all sections in the questionnaire in sufficient detail and provide evidence and supporting documentation to demonstrate compliance with each criterion by the deadline for submission of proposals.

### PASS/FAIL CRITERIA

- **Bidders’ Response**
  - Evidence Provided
  - Comments

<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
<th>Yes</th>
<th>No</th>
<th>Pass/Fail</th>
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<tbody>
<tr>
<td>Requirement</td>
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<td>New</td>
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</table>

### STATEMENT OF CONFORMITY AND BID SUBMISSION FORM

- A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity and bid submission form in the format provided.
- A power of attorney shall be attached, if applicable.

### ELIGIBILITY CRITERIA

- **Bidders’ Response**
  - Evidence Provided
  - Comments

<table>
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</table>

### QUALIFICATION (PASS/FAIL) ASSESSMENT

**African Development Bank Group**

Reference: AFR/P/CHGS/2018/0029

Appendix 6b

Audio Visual & Multimedia Services for 2018 Annual Meetings

Page 27 of 67

01 BP 1387, Abidjan 01, Côte d’Ivoire
Tel: +225 20 26 10 20 - e-mail: tender@afdb.org
Internet: www.afdb.org

**Appendix 6: Audio Visual & Multimedia Services for 2018 Annual Meetings**

Reference: AFR/P/CHGS/2018/0029

AFDB Development Bank Group
African Development Bank Group
Reference: ADB/RFP/CHGS/2018/0029

# AUDIO VISUAL & MULTIMEDIA SERVICES FOR 2018 ANNUAL MEETINGS

## RFP Quality and Price – open competition (version March 2016)

<table>
<thead>
<tr>
<th>BP 1387, Avenue O Chouet</th>
<th>Tel: +225 20 26 10 20</th>
<th>e-mail: <a href="mailto:tender@afdb.org">tender@afdb.org</a></th>
<th>Internet: <a href="http://www.afdb.org">www.afdb.org</a></th>
</tr>
</thead>
</table>

### PASS/FAIL CRITERIA

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

#### PASS

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

### PASS

- The bidder has not 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 or has been suspended business activities; or is in any analogous situation arising from a similar situation.

- The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS.
<table>
<thead>
<tr>
<th>Bidders Compliance Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pass/Fail Criteria</strong></td>
</tr>
<tr>
<td><strong>Bidder's response</strong></td>
</tr>
<tr>
<td><strong>Comments / Evidence provided</strong></td>
</tr>
</tbody>
</table>

**Bidders Compliance Requirements**

**Single Entity**

- Yes
- No

**Partnership (JV)**

- At least one partner
- Combined
- Each partner

**Joint Venture and any other form of partnership (JV)**

- Yes
- No

**Pass/Fail Criteria**

- The bidder has not been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.
- The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.
- The bidder has not been convicted of a criminal offence relating to the conduct of its business or profession in the last ten years.
- The bidder has not been subject to a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.
- The bidder has not 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.
- The bidder has not been subject to a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.
- The bidder has not been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.
- The bidder has not been subject to a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.
- The bidder has not been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.
- The bidder has not been subject to a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.
- The bidder has not been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.
- The bidder has not been subject to a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Single Entity</th>
<th>Joint Venture</th>
<th>JV (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>Each partner</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>All partners</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>JV or existing JV</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>JV agreement</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>JV agreement</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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, power of attorney signed by a legally enforceable JV, and names of partners and other joint ventures are required. The bidder shall provide contact details of the JV. If applicable, evidence of compliance with the JV agreement must be provided. The bidder shall comply with the JV agreement and draft agreement. The bidder shall provide contact details of the JV. If applicable, evidence of compliance with the JV agreement must be provided. The bidder shall provide contact details of the JV. If applicable, evidence of compliance with the JV agreement must be provided.
## Bidders Compliance Requirements

<table>
<thead>
<tr>
<th>Bidders Response</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Evidence Provided / No</td>
</tr>
<tr>
<td>N/A</td>
<td>Bidder's Compliance Requirements</td>
</tr>
</tbody>
</table>

### PASS/FAIL CRITERIA

#### Financial Standing

- **Lot 1 USD 150,000 and Lot 2 USD 250,000 or equivalent for the last three years 2014, 2015, 2016 or latest.**
- Must meet requirement
- Existing or intended JV must meet requirement
- At least 20% of the requirement
- The bidder has a minimum turnover of N/A

The bidder can demonstrate sound financial performance? If yes, provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the past three years 2014, 2015, 2016 or latest.

If the laws of the bidder's country of establishment do not require audits, bidder's may submit their balance sheets certified by a registered accountant and supported by copies of financial statements or other documents to demonstrate financial performance for the past three years 2014, 2015, 2016 or latest. If you provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the past three years 2014, 2015, 2016 or latest.

- Joint Venture and any other form of partnership (JV) and single entity (EE)
- Each partner must meet the requirement
- At least one partner (EE)
- At least one partner (JV)
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Single Entity</th>
<th>Joint Venture</th>
<th>All Partnerships (JV)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidders Compliance Requirements</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Historical Contract Performance and Pending

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Must Meet</th>
<th>Existing JV or Intended JV</th>
<th>Must Meet</th>
<th>Requirement</th>
<th>Must Meet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Yes</td>
<td></td>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Joint Venture</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Partnerships (JV)</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bidders Compliance Requirements**

- **Partner**
  - At least one
  - Each partner
  - Complied
  - All partners

**Pass/Fail Criteria**

- Evidence Provided / Comments
- Bidder's Compliance Requirements
<table>
<thead>
<tr>
<th><strong>RFP Quality and Price – open competition (version March 2016)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PASS/FAIL CRITERIA</strong></td>
</tr>
<tr>
<td><strong>Bidders Compliance Requirements</strong></td>
</tr>
<tr>
<td><strong>Comments / Evidence Provided</strong></td>
</tr>
<tr>
<td><strong>Bidders Compliance Requirements</strong></td>
</tr>
<tr>
<td><strong>LITIGATION</strong></td>
</tr>
<tr>
<td><strong>CONFLICT OF INTEREST</strong></td>
</tr>
</tbody>
</table>

### PASS/FAIL CRITERIA

#### Bidders Compliance Requirements

<table>
<thead>
<tr>
<th><strong>Pass</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

#### Comments / Evidence Provided

<table>
<thead>
<tr>
<th><strong>Bidder</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

#### Bidders Compliance Requirements

<table>
<thead>
<tr>
<th><strong>Pass</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

#### Litigation

<table>
<thead>
<tr>
<th><strong>Pass</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

#### Conflict of Interest

<table>
<thead>
<tr>
<th><strong>Pass</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
</tr>
<tr>
<td>Bidders Compliance Requirements</td>
</tr>
<tr>
<td>---------------------------------</td>
</tr>
<tr>
<td>Single Entity</td>
</tr>
<tr>
<td>Pass</td>
</tr>
</tbody>
</table>

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

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 (EUR or 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>

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

### 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 (EUR or 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>

- ______

- ______

Name of Purchaser:
Address of Purchaser:
Contract description:
Contract award date:
Matter in dispute:
## CONFLICT OF INTEREST DISCLOSURE FORM

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>RFP Reference: <strong>ADB/RFP/CHGS/2018/0029</strong></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 proposal in the procurement process?**

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

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

**Has a member of your family held a position in government in the last three years?** This includes your spouse, parent, brother, sister or child.

We hereby certify that: a) we have read and understood the contents of this disclosure form; and b) we have disclosed all actual or potential conflict of interest.

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

Name: 

In the capacity of:

Signed: 

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

Dated on:
Appendix 6G

PROPOSAL / METHODOLOGY / DESCRIPTION OF THE APPROACH / SOLUTION

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

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

Bid No.: ADB/RFP/CHGS/2018/0029

To: African Development Bank

We, the undersigned, declare that:

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

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

   a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
   b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with.

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

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

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

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

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

Corporate Seal (where appropriate)
AVERAGE ANNUAL TURNOVER

RFP Reference: **ADB/RFP/CHGS/2018/0029**

Bidder’s Legal Name: ___________________________ Date: ___________________

JVCA Partner Legal Name: __________________________ No.: __________________

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount and Currency</th>
<th>EUR or equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Annual Turnover</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix 6J

RESUME OF PROPOSED PERSONNEL

RFP Reference: ADB/RFP/CHGS/2018/0029

The Bidder shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>Position*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel information</td>
<td>Name*</td>
</tr>
<tr>
<td></td>
<td>Professional qualifications</td>
</tr>
<tr>
<td>Present employment</td>
<td>Name of employer</td>
</tr>
<tr>
<td></td>
<td>Address of employer</td>
</tr>
<tr>
<td></td>
<td>Telephone</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
</tr>
<tr>
<td></td>
<td>Job title</td>
</tr>
</tbody>
</table>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<table>
<thead>
<tr>
<th>From*</th>
<th>To*</th>
<th>Company / Project / Position / Relevant technical and management experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION 7 – FINANCIAL PROPOSAL QUESTIONNAIRE
Appendix 7A

BID SUBMISSION FORM

To the African Development Bank
01 BP 1387 Abidjan 01
Avenue Joseph Anoma-Plateau
Tél. +225 20 26 21 71
COTE D’IVOIRE

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/CHGS/2018/0029 and have no reservation to the RFP including addendum issued;

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

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

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

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

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

Name __________________________

In the capacity of ______________________

Signature __________________________

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

Dated on ______________________

Official Stamp ______________________
## PRICE SCHEDULE FORM

### LOT 1 SERVICES REQUIRED FOR REPORTS AND INTERVIEWS

Financial offer should be all-inclusive, covering all cost elements: human resources, equipment, consumable, transport and logistics.

Bidders are requested to indicate total price as a lump sum.

<table>
<thead>
<tr>
<th>Item</th>
<th>Position</th>
<th>Quantity</th>
<th>Unit Price (EUR, equivalent - excluding of tax)</th>
<th>Total (EUR, equivalent - excluding of tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cameramen (including human and material resources) - 3 resources for 7 days each</td>
<td>21 Men/days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Journalist for image reporting (to film and report) including human and material resources) - 3 resources for 7 days</td>
<td>21 men/days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bilingual journalists (English/French) including human and material resources) - 3 resources for 7 days</td>
<td>21 Men/days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Assistants (one for each camera) - 6 resources for 7 days</td>
<td>42 men/days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Photographers including human and material resources) 6 resources for 7 days</td>
<td>42 men/days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Coordinator (human and materiel resources) 1 resource for 7 days</td>
<td>7 men/days</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Grand total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NB: The Annual Meetings will be from 21 to 25 May 2018. The services of the providers to be retained will be for a period of seven (7) days from 20 May to 26 May 2018. The 6 photographers and the coordinator are needed for seven (7) days from 20 to 26 May 2018.
Appendix 7B2

**PRICE SCHEDULE FORM**

**LOT 2**

**SERVICES REQUIRED FOR BROADCAST MASTER CONTROL ROOM**

Financial offer should be all-inclusive, covering all cost elements: human resources, equipment, consumable, transport and logistics.

Bidders are requested to indicate total price as a lump sum.

<table>
<thead>
<tr>
<th>Item</th>
<th>Position</th>
<th>Quantity</th>
<th>Unit Price (EUR, equivalent - excluding of tax)</th>
<th>Total (EUR, equivalent - excluding of tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Video editors - 6 resources for 7 days (including human and material resources)</td>
<td>42 men/days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Editing assistant (1) (including human and material resources)</td>
<td>7 men/days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Production assistant (1) (including human and material resources)</td>
<td>7 men/days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Bilingual journalists (English/French) for voice over- 3 resources for 7 days (including human and material resources)</td>
<td>21 men/days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>ICT Technician to upload videos and photos - 2 resources for 7 days (including human and material resources)</td>
<td>14 days</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand total**
PAYMENT SCHEDULE FORM

Payment for services shall be made upon submission to and acceptance by the Bank of accurate and complete invoices, together with satisfactory documentary evidence of all deliverable having been satisfactory provided.

DELIVERABLES

The deliverable for each lot are indicated below

Lot 1: Services related to reporting and interviews (provision of crew and required equipment)

Good quality products, especially of images of high resolution carried out under the supervision of the Bank’s Communication Team.

Lot 2: Services related to the setup and running of a Broadcast Master Control Room and editing suites (including TV crews and required equipment)

All videos produced in English and French:

A) 5-minute and 1-minute Best ofs for each day of the Annual Meetings

- The 5-minute Best of consist of a 4K / full HD video of 3-5 minutes summarizing the day’s events, including interviews and narration.
- The 1-minute Best of consist of a 4K / full High definition video of 1-2 minutes derived from the 5-minute best-of to be used on social media

B) 1 video highlights for each "high level" Event of the Annual Meetings.

- A 4K / full HD video of 3-5 minutes of each “high level” Event

C) Video montage of all the Best of and "high level" events broadcasted in live

D) All raw footage, properly filenamed and timecoded.
SECTION 8 – PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

ARTICLE 3: ELIGIBILITY

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

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

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

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

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

3.3 In order to be eligible:

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

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

3.4 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

### REGIONAL COUNTRIES

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PART II – GENERAL AND SPECIFIC CONDITIONS

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

1.0 Constitution of Contract

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

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

2.0 Performance of Contract

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

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

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

3.0 Conflict of interest

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

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

4.0 Financial Liability, Immunities and Applicable Law

4.1 The financial liability of the Bank under this Contract/PO shall not exceed the total amount of the Contract/PO.
4.2 Nothing in the Contract/PO or relating thereto shall be construed as constituting a waiver of the privileges or immunities of the African Development Bank.

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

5.0 Insurance

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

6.0 Documents

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

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

7.0 Changes

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

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

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

8.0 Payment and Claims

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

Financial Control Department,
African Development Bank

Appropriate documentation should accompany all invoices.

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

9.0 Warranties

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

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

10.0 Safety

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

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RFP Quality and Price – open competition (version March 2016)
11.0 Suspension

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

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

12.0 Termination of Contract/PO

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

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

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

12.1.3 For convenience, without assigning any reason.

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

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

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

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

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

13.0 Period of performance and Liquidated Damages

13.1 The period of performance of the Services shall be as stated on the front of the Contract/PO. The schedule for submitting deliverables shall be as stated either in the statement of works attached to this
13.2 If the Contractor fails to perform the Contract/PO or any part thereof within the specified period, the Bank may, without prejudice to any other remedy under the Contract/PO, deduct from the Contract/PO price, as liquidated damages, a sum equal to 0.5% of the Contract/PO value for each week of delay until actual performance, up to a maximum of 5% of the Contract/PO value.

14.0 Liability

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

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

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

15.0 Intellectual Property and Confidentiality

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

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

16.0 Dispute Settlement

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

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

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

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

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

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

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

17.0 Governing law

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

18.0 Force Majeure

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

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

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

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

19.0 Severability

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

20.0 Copyrights, database and design rights

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

FRAMEWORK CONTRACT N° : ABD/CTR/CHGS/2018/0029

FRAMEWORK CONTRACT FOR THE PROVISION OF AUDIOVISUAL AND MULTIMEDIA ACTIVITIES FOR THE 2018 ANNUAL MEETINGS OF THE AFRICAN DEVELOPMENT BANK IN BUSAN, SOUTH KOREA

BETWEEN

THE AFRICAN DEVELOPMENT BANK

AND

XXXXXXXX
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 01 BP 1387, Abidjan 01, COTE d'IVOIRE of the one part, and xxxxxxx formed and existing under the laws of xxxxxxx (hereinafter called the "Contractor"), whose address is xxxxxxxxxxxxxxxx of the other part.

WHEREAS:

(i) The African Development Bank Group (AfDB) is a multilateral development finance institution established in 1964 to fight poverty and promote sustainable economic growth and social progress in Africa;

(ii) The Bank’s annual flagship event is its Annual Meetings of the Boards of Governors, this year held in BUSAN, SOUTH KOREA. As many as 4,000 African and non-African delegates – government, business, civil society – will be present, there will be a large number of up to 400 press representatives;

(iii) It is in this framework that the Bank’s Communications and External Relations Department (PCER) is looking for a high standard agency, specialized in audiovisual and multimedia to provide support and technical assistance;

(iv) The Contractor represents and warrants that it possesses the requisite experience, qualifications, competence and skills to perform the Services hereunder and to carry out all of its duties and responsibilities set out in this Contract and that all information given concerning such experience, qualifications, competence and skills is accurate;

(v) The Bank has determined the need to procure the services of the Contractor, as such services are described or referred to in this Contract, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I:
SCOPE OF SERVICES AND CONTRACTUAL DOCUMENTS

1.1. The services to be performed by the Contractor under this Framework Contract (hereinafter called the "Services") are described in the terms of reference attached hereto as Annex 1 (hereinafter called the "Terms of Reference") and forming an integral part hereof.

1.2. Notwithstanding Article XV hereof, the Bank shall be entitled to modify the Terms of Reference provided however, that no such modification shall change the essential nature or purpose of the Services. If, as a consequence of such modification, the scope of the Services is significantly changed, the Contract Amount (as defined in Section 8.1 hereof) and/or the Contract period may be adjusted by the Bank.
1.3. The following documents shall constitute the Framework Contract between the Bank and the Contractor and each shall be read and construed as an integral part of the Contract:
   (a) This Framework Contract;
   (b) Annex I: The Terms of Reference
   (c) Annex II: Payment Schedule
   (d) Appendix 1: The Bank’s General Terms and Conditions of Purchase for Goods, Works and Services

   **ARTICLE II: COMMENCEMENT AND DURATION**

   The Contractor shall commence the Services on [............and end on ............] and shall carry out the Services for a period of **Seven (7) days inclusive** in accordance with the schedules and time limits established under the Terms of Reference, or as otherwise indicated to the Contractor in writing by the Bank.

   **ARTICLE III: DUTIES OF THE CONTRACTOR**

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

   3.2. The Contractor shall report regularly to the Bank and seek guidance and direction therefrom on all matters relating to this Contract and the performance of the Services hereunder.

   3.3. The Contractor shall perform the Services to the satisfaction of the Bank in accordance with the Terms of Reference and shall submit to the Bank satisfactory and complete report(s) as required under the Terms of Reference.

   3.4. The Contractor designates [xxxxx] as the project’s leader to spearhead, and coordinate the performance of the Services and to act as the principal liaison between the Bank and the Contractor during the performance of this Contract. In this capacity, the project leader’s responsibilities include, but are not limited to, daily supervision and oversight of the Services and all communications between the Contractor and the Bank.

   3.5. The Contractor shall provide the services of qualified experts and employees through all stages of this Contract and shall identify such experts to the Bank for approval prior to the commencement of the Services. Any change of such experts shall be subject to the Bank’s prior written approval. The Contractor shall upon written request from the Bank, promptly replace at its own expense any member of the Contractor’s project team who the Bank considers unfit or otherwise unsatisfactory with experts approved by the Bank.

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

3.7. The Contractor shall seek and obtain all necessary visas and/or residence permits as shall be required for carrying out the Services and for performing its obligations under this Contract. The Bank shall, as necessary, use reasonable efforts to assist the Contractor in obtaining such visas and/or residence permits.

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

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

3.10. Except as otherwise agreed by the Bank in writing during the term of this Contract, the Contractor and any entity in which the Contractor has a professional participation or interest shall be disqualified from supplying any goods, performing any work or service related to or resulting from the Services.

ARTICLE IV:
REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

4.3. The Contractor represents and warrants to the Bank that: (i) the execution and delivery by the Contractor of this Contract, the consummation of the transactions contemplated hereby and the performance by the Contractor of this Contract will not violate, conflict with or result in the breach of any of the terms and conditions of, or otherwise give any other contracting party the right to terminate, any contract, agreement, license, franchise, commitment or binding arrangement to which the Contractor is a party and which would otherwise be material to the performance by the Contractor of its obligations hereunder; and (ii) the Contractor possesses and will maintain all required licenses, and permits in respect of, or otherwise possesses and will maintain good and valid title to, all the intellectual and other property necessary for the performance of its obligations hereunder. The foregoing representations and warranties of the Contractor shall survive the termination of this Contract.
ARTICLE V: INSURANCE

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

ARTICLE VI: RELATIONSHIP OF THE PARTIES, INDEMNIFICATION

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

6.2. The Contractor hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses (“Losses”) (including, without limitation, reasonable attorneys’ fees) which the Bank may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Contractor or any of the Contractor’s Associates including without limitation all third party claims, and the Contractor will reimburse the Bank for all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses. The Contractor shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property or industrial design rights arising from the performance of the Services by the Contractor and any of the Contractor’s Associates.

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

ARTICLE VII: CONTRACTOR’S INABILITY TO PERFORM SERVICES

If, at any time and for whatever reason, in the opinion of the Bank the Contractor is unable to perform or to complete the performance of the Services in a manner satisfactory to the Bank, the Bank may, at its option, either terminate this Contract, or extend the time within which the Services are to be performed. Any additional costs or expenses to the Bank arising from such extension shall be borne by the Contractor.

ARTICLE VIII: PAYMENT FOR THE SERVICES

8.1. The Bank shall, subject to satisfactory performance of the Services, pay to the Contractor the amounts specified in Section 1 of Annex II to this Contract (hereinafter collectively referred to as the “Contract Amount”), which Annex II forms an integral part hereof.

8.2. Payment of the Contract Amount shall be in accordance with the modalities specified in Section 2 of Annex II to this Contract.
ARTICLE IX:
COPYRIGHT, CONFIDENTIALITY AND OWNERSHIP

9.1. The Contractor shall not at any time without written authorization from the Bank, communicate to any person or entity any Confidential Information disclosed to it for the purpose of performing the Services or obtained by it in the course of performing the Services, or make any public statements concerning this Contract. All Confidential Information shall be treated as confidential by the Contractor and the Contractor’s Associates and remain the property of the Bank. The Contractor and the Contractor’s Associates shall not be entitled to use or copy such Confidential Information for any purpose not related to this Contract. For purposes hereof, “Confidential Information” refers to all documents, statistics, reports, data or other information whether in written, oral or other tangible form provided, or made available to, or created, obtained, compiled or prepared by the Contractor in respect of, in connection with or by virtue of this Contract.

9.2. The Contractor shall exercise sufficient control over any Confidential Information in order to preserve the confidential nature thereof, and to safeguard the Confidential Information from theft and/or access by unauthorised personnel and third parties and to ensure that Confidential Information is not used in an unauthorised manner.

9.3. The obligations of the Contractor under Section 9.1 of this Contract will not be deemed to have been breached to the extent that Confidential Information: (a) is disclosed by the Contractor to the Contractor's Associates solely in order to comply with obligations, or exercise rights, under this Contract; or (b) is in the public domain other than due to a breach of Section 9.1. Where the Contractor discloses Confidential Information to another person pursuant to clause (a) above, the Contractor will (a) notify the receiving person that the information is Confidential Information and (b) not provide the Confidential Information unless the receiving person agrees to comply with the terms and conditions set forth in Section 9.1. In every instance, the Contractor shall notify the Bank (a) of such disclosure to the Contractor’s Associates prior to making such disclosure, and (b) promptly of any breach of its confidentiality obligations when it has learnt of such a breach.

9.4. The Contractor shall not publish or cause or permit to be published, without the prior written approval of the Bank, the existence of this Contract nor any conclusions or recommendations nor part thereof formulated in the course of or as a result of the performance of the Services.

9.5. All proprietary and intellectual property rights in all documents, reports, statistics, data and other information provided, made available to, or created, obtained, compiled or prepared by, the Contractor in the course of carrying out the Services shall be vested in and become the property of the Bank. All such documents, reports, statistics, data and any other information shall, upon the completion of Services or termination of this Contract, be promptly returned to the Bank. Such materials shall be sorted and indexed by the Contractor in a manner acceptable to the Bank prior to delivery to the Bank.

9.6. The Contractor further agrees to include the contents of this Article in all subcontracts and consulting agreements entered into by the Contractor for the performance of Services under this Contract.
9.7. The provisions of this Article shall survive the expiration or the termination of this Contract.

ARTICLE X:
ASSIGNMENT AND SUBCONTRACTING

10.1. The Contractor shall not assign, transfer or make any other disposition of any of its rights or obligations under this Contract, in whole or in part, except with the prior written consent of the Bank.

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

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

ARTICLE XI:
FORCE MAJEURE

11.1. "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 Contract, (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.

11.2. 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.

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

11.4. In the event of Force Majeure which delays performance of this Contract or any part thereof by more than Sixty (60) days, either party shall have the right, by notice to the other party, to terminate this Contract.

ARTICLE XII:
FRAUD AND CORRUPTION

12.1. The Contractor represents and warrants that no employee of the Bank involved in the award of this Contract, has received, or will receive, directly or indirectly, any benefit or advantage from the Contractor, or any of the Contractor’s Associates, resulting from the award of this Contract or its performance.

12.2. If the Contractor or any of the Contractor’s Associates is found to have engaged in any corrupt or fraudulent practice in connection with this Contract, the Bank may, in its sole discretion, do any or a 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 Contractor ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Contractor. For purposes hereof, "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to
influence the action of an individual in the procurement process or in contract execution, and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, or collusive practice among bidders prior to or after bid submission.

**ARTICLE XIII:**

**TERMINATION**

13.1. The Bank may terminate this Contract at any time without advance notice in the event the Contractor engages in misconduct. For purposes hereof, “misconduct” means conduct that is unlawful or improper, and that the Bank determines in its discretion, reflects seriously and adversely on the Bank.

13.2. The Bank may, upon giving not less than **three (3)** days' notice in writing to the Contractor, terminate this Contract if the Bank determines that the Contractor has failed to perform satisfactorily the Services or to otherwise comply with any of its obligations under this Contract.

13.3. The Bank may, at its option and in its sole discretion, terminate this Contract when it is in the interest of or the convenience of the Bank to do so, provided, that the Contractor shall in such event be given prior notice of not less than **five (5)** days of such termination.

13.4. The Contractor may terminate this Contract if the Bank has, within a period of forty-five (45) days after the due date, failed to pay any amount due to it in respect of which no dispute has arisen.

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

13.6. Upon termination of this Contract, the Contractor shall: (a) take immediate steps to end the performance of the Services in a prompt and orderly manner, mitigating any losses and keeping further expenditures to a minimum; and (b) promptly return all Bank equipment and, in accordance with Section 9.4 hereof, all documents, reports, statistics, data and other information provided, or made available to, or created, obtained, compiled or prepared by, the Contractor in the course of carrying out the Services.

13.7. If this Contract is terminated under this Article XIII, Article VII or XI, the Bank shall be liable only for payment, in accordance with the payment provisions of this Contract, for the part of the Services actually performed and expenses reasonably incurred prior to the effective date of termination.

**ARTICLE XIV:**

**DISPUTE SETTLEMENT**

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

14.2. 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 disagreement, either party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force.
14.3. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) days after the date of the Notice of Dispute, the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration ("LCIA") shall act as the appointing authority.


14.5. The language to be used in the arbitral proceedings shall be English.

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

14.7. 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.

14.8. The provisions of this Article shall survive the termination of this Contract.

ARTICLE XV: MODIFICATION OR AMENDMENT

Subject to Section 1.2 hereof, no changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by both parties hereto.

ARTICLE XVI: EFFECTIVE DATE AND EXPIRY

16.1. This Contract shall enter into force on the Effective Date which shall be the date of last signature by the parties).

16.2. Unless terminated under Article VII, XI, XII or XIII hereof or unless otherwise indicated in writing by the Bank, this Contract shall expire no later than the earlier of ………………. or date on which all obligations arising out of or under this Contract have been discharged, except for those expressly stated to survive the termination of this Contract.

ARTICLE XVII: NOTICES

17.1. All notices or requests required or permitted to be given or made shall in the case of the Bank be addressed or made to the Director, Communications & External Relations Department (PCER), or such officer duly authorised by it in writing to receive or act upon the same.

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

Mailing Address

The African Development Bank
01 BP 1387, Abidjan 01
COTE d’IVOIRE

Attention: (i)

Division Manager, CHGS.2

And also: (ii)

The Director, PCER

FOR THE CONTRACTOR

Mailing Address

XXXXX

Tel: +XXXXXX

E-mail: XXXXX

ARTICLE XVIII:
GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of England.

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

ARTICLE XX
COUNTERPARTS
This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on the respective dates specified below.

FOR THE AFRICAN DEVELOPMENT BANK

Procurement Officer Corporate Procurement Division

__________________________
Date

FOR THE CONTRACTOR

__________________________
Date