



# AFRICAN DEVELOPMENT BANK

*General Services and Procurement Department*

## **REQUEST FOR PROPOSAL**

Open Competition

## **TENDER FOR**

**Acquisition of integrated solution  
for AfDB Laissez-Passer Upgrade**

**TENDER REFERENCE:  
ADB/RFP/CGSP/2015/125**

*Corporate*

*Procurement*

*Division*

**Issued on: 23 November 2015**

# **Two-Stage Bidding**

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# Section I. Instructions to Bidders

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# Section I. Instructions to Bidders

## A. General

- 1. Scope of Bid**
  - 1.1 The African Development Bank issues this Bidding Document for the procurement of Services, as specified in Section VI, Requirements. The name, identification, and number of lots are provided in the BDS.
  - 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Section VII, General Conditions.
- 2. Source of Funds**
  - 2.1 The African Development Bank (hereinafter called “the Bank” or “the AfDB”) has budgeted funds to finance the project named in the Bid Data Sheet (BDS). The Bank intends to use a portion of the funds toward eligible payments under the contract for which this Bidding Document is issued.
- 3. Fraud and Corruption**
  - 3.1 It is the Bank’s policy to require that beneficiaries of Bank Financing, as well as Bidders, Suppliers, and contractors, and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts<sup>1</sup>. In pursuance of this policy, the Bank:
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
      - (ii) “fraudulent practice” is any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
      - (iii) “Collusive Practice” is an arrangement between two or more parties<sup>3</sup>, designed to achieve an improper purpose, including to influence improperly the actions of another party; and

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<sup>1</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;
- (v) “Obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 3.1(e) below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question;
- (c) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures<sup>5</sup> including by publicly declaring such firm or individual ineligible to bid for, or to be awarded Bank-financed contracts either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; (ii) to be a nominated<sup>6</sup> sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and
- (d) will have the right to require that a clause be included in Bidding Documents and in contracts financed by the Bank, requiring bidders, suppliers and contractors and their sub-contractors, agents, personnel, consultants, service providers, or suppliers to permit the Bank to inspect all accounts and records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank.

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<sup>4</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

<sup>5</sup> A firm or an individual may be declared ineligible to be awarded a Bank financed contract: (i) upon completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank; and through the application of the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanction proceeding. See footnote 18 and paragraph 9 of Appendix 1 of the Rules and Procedures for Procurement of Goods and Works.

<sup>6</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding documents) is one which has been included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirement for the particular bid.

#### 4. Eligible Bidders

- 3.2 Furthermore, Bidders shall be aware of the provisions stated in Section VII, General Conditions.
- 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (JVCA). In the case of a joint venture, consortium, or association:
- a) unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and
  - b) the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with the Bank’s **Rules and Procedures for Procurement of Goods and Works**, and as listed in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (a) they have controlling partners in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Bank regarding this bidding process; or
  - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or



- (f) a Bidder participated as a consultant in the preparation of Section VI, Requirements that are the subject of the bid; or
- (g) a Bidder or any of its affiliates has been hired, or is proposed to be hired, by the Bank the Borrower for the supervision of the contract.

4.4 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.

4.6 Firms from an eligible country shall be excluded if

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 Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.

4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

4.8 A firm sanctioned by the Bank in accordance with the above ITB Clause 3.1 (c), or in accordance with the Bank's policies on anti-corruption and fraud and Bank's sanctions procedures<sup>7</sup>, shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or in any other manner, during the period of time determined by the Bank.

## **5. Eligible Goods and Related Services**

5.1 All goods and related services to be supplied under the Contract and financed by the Bank, shall have as their country of origin an eligible country of the Bank , as listed in Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "Services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term "country of origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

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<sup>7</sup> See the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group and the Bank's Whistleblowing and Complaints Handling Policy. The Bank's sanctions procedures are publicly disclosed on the Bank's external website."

- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.

## **B. Contents of Bidding Document**

### **6. Sections of Bidding Document**

- 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

#### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

#### **PART 2 Requirements**

- Section VI. Requirements

#### **PART 3 Conditions of Contract and Contract Forms**

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids is not part of the Bidding Document.
- 6.3 The Bidder shall obtain the Bidding Document from the source stated in the Invitation for Bids; otherwise the Bank is not responsible for the completeness of the Bidding Document.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

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- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Bank in writing at the address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Bank will respond to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within the number of days specified in the BDS. The Bank's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Bank deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 Where applicable, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of the Requirements. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 Pursuant to ITB 7.2, where the Bidder and any of its personnel or agents have been granted permission by the Bank to enter upon its premises and lands for the purpose of such visit, the Bidder, its personnel, and agents will release and indemnify the Bank and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so provided for in the BDS, the Bank will organize a site visit.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Bank not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Bank exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Bank may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Bank in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

**9. Cost of Bidding**

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**10. Language of Bid**

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank, shall be written in the language specified in the **BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## **C. Preparation of First Stage Technical Proposals**

**11. Documents Comprising the First Stage Technical Proposal**

11.1 The First Stage technical proposal shall comprise the following:

- a) Letter of First Stage Bid
- b) alternative technical proposals in accordance with ITB 13;
- c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB** 16.2;
- d) documentary evidence establishing the eligibility of the Solution for AfDB Laissez-Passer Upgrade offered by the Bidder, in accordance with **ITB** 15.1;
- e) documentary evidence establishing the Bidder's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV, Bidding Forms;
- f) documentary evidence as specified in the **BDS**, establishing the conformity of the Integrated Solution offered by the Bidder with the Bidding Document, using the relevant forms furnished in Section IV, Bidding Forms;
- g) in the case of a bid submitted by a JVCA, JVCA agreement, or letter of intent to enter into a JVCA including a draft agreement, indicating at least the parts of the Requirements to be executed by the respective partners;
- h) any other document required in the **BDS**.

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| <p><b>12. Letter of First Stage Technical Proposal and Attachments</b></p>                                      | <p>12.1 The Bidder shall submit the Letter of First Stage Technical Proposal, and any Attachments, using the forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.</p>   |
| <p><b>13. Alternative Technical Proposals</b></p>   | <p>13.1 Bidders shall note that they are permitted to propose technical alternatives with their First Stage technical proposals, in addition to or in lieu of the requirements specified in the bidding documents, provided they can document that the proposed technical alternatives are to the benefit of the Bank, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the bidding document.</p> <p>13.2 Any alternative technical proposal submitted by Bidders as part of their First Stage technical proposal will be the subject of clarification with the Bidder pursuant to ITB 24.</p>   |
| <p><b>14. Documents Establishing the Qualifications of the Bidder</b></p>                                       | <p>14.1 To establish its qualifications to perform the Contract the Bidder shall provide the information requested in Section IV, Bidding Forms.</p> <p>14.2 If so required in the BDS, a Bidder shall submit the Manufacturer’s Authorization, using the form included in Section IV, Bidding Forms where the Bidder does not manufacture or produce the elements of the Plant it offers to supply.</p> <p>14.3 If so required in the BDS, a Bidder shall submit evidence that it will be represented by an Agent in the country, equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and Requirements, where a Bidder does not conduct business within the Bank’s Country.</p> |
| <p><b>15. Documents Establishing the Eligibility of Integrated Solution for AfDB Laissez-Passer Upgrade</b></p> | <p>15.1 To establish the eligibility of the Integrated Solution in accordance with <b>ITB</b> Clause 5, Bidders shall complete the forms included in Section IV, Bidding Forms.</p>  |

**16. Format and  
Signing of First  
Stage  
Technical  
Proposal**

16.1 The Bidder shall prepare one original of the documents comprising the bid as described in **ITB** 11 and clearly mark it “FIRST STAGE TECHNICAL PROPOSAL - ORIGINAL.” Alternative technical proposals, if submitted by the Bidder, shall be clearly marked “FIRST STAGE TECHNICAL PROPOSAL – ALTERNATIVE”. In addition, the Bidder shall submit copies of the technical proposal, in the number specified in the **BDS** and clearly mark them “FIRST STAGE TECHNICAL PROPOSAL - COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

16.2 The original and all copies of the First Stage technical proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the First Stage technical proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the First Stage technical proposal where entries have been made shall be signed or initialed by the person signing the First Stage technical proposal.

16.3 A First Stage technical proposal submitted by a JVCA shall comply with the following requirements:

- (a) Unless not required in accordance with **ITB** 4.1 (a), be signed so as to be legally binding on all partners and
- (b) Include the Representative’s authorization referred to in **ITB** 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVCA.

16.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## **D. Submission and Opening of First Stage Technical Proposals**

**17. Submission,  
Sealing and  
Marking of  
First Stage  
Technical  
Proposals**

17.1 Bidders may always submit their First Stage technical proposals by mail or by hand. If so specified in the **BDS**, bidders shall have the option of submitting their First Stage technical proposals electronically.

- (a) Bidders submitting First Stage technical proposals by mail or by hand shall enclose the original and copies of the First Stage technical proposal, including alternative technical proposals, in separate sealed envelopes, duly marking envelopes as . “FIRST STAGE TECHNICAL PROPOSAL - ORIGINAL,” “FIRST STAGE TECHNICAL PROPOSAL - ALTERNATIVE,” “FIRST STAGE TECHNICAL PROPOSAL - ORIGINAL COPY,” and “FIRST STAGE TECHNICAL PROPOSAL ALTERNATIVE - COPY” These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with **ITB** 17.2 and 17.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

17.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Bank in accordance with **ITB** 18.1;
- (c) bear the specific identification of this bidding process pursuant to **ITB** 1.1; and
- (d) bear a warning not to open before the time and date for opening of First Stage technical proposals.

17.3 If envelopes and packages are not sealed and marked as required, the Bank will assume no responsibility for the misplacement or premature opening of the bid.

## 18. Deadline for Submission of First Stage Technical Proposals

18.1 First Stage technical proposals must be received by the Bank at the address and no later than the date and time indicated in the **BDS**.

18.2 The Bank may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with **ITB** 8, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 19. Late First Stage Technical Proposals

19.1 The Bank shall not consider any First Stage technical proposal that arrives after the deadline for submission of First Stage technical proposals, in accordance with **ITB** 18. Any First Stage technical proposal received by the Bank after the deadline for submission of First Stage technical proposal shall be declared late, rejected, and returned unopened to the Bidder.

- 20. Substitution and Modification of First Stage Technical Proposals**
- 20.1 A Bidder may substitute or modify its First Stage technical proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB 16.2**. The corresponding substitution or modification of the First Stage technical proposal must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with **ITB 16** and **ITB 17** and in addition, the respective envelopes shall be clearly marked “FIRST STAGE TECHNICAL PROPOSAL - SUBSTITUTION” or “FIRST STAGE TECHNICAL PROPOSAL - MODIFICATION;” and
  - (b) received by the Bank prior to the deadline prescribed for submission of First Stage technical proposals, in accordance with **ITB 18**.
- 21. Opening of First Stage Technical Proposals**
- 21.1 The Bank will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any offer that is found not to comply substantially, or that do not meet minimum levels of performance and other criteria specified in the bidding documents, will be rejected by the Bank and may not not be evaluated further. The Bank will also conduct a preliminary examination of any alternative presented by a bidder
- 21.2 The Bank may request that the Bidder submit, within a reasonable time, information or documentation required to remedy the non-compliance or non-essential omissions in the offer of the first step related to documentation requirements. The Bidder that would not comply with that request will have his bid rejected.

## **E. Examination of First Stage Technical Proposals**

- 22. Determination of Responsiveness**
- 22.1 The Bank will conduct a detailed evaluation of the proposals to determine whether the technical aspects substantially meet the requirements specified in the Bidding Documents. To achieve this, the Bank will review the information provided by the Bidder, taking into account the following factors:
- (a) completeness of the bid and its compliance with specifications; the technical advantages of the proposed alternative proposal as compared to the specifications; the compliance of the solution and installation and services of specified performance criteria; the adequacy of the proposed solution in relation to the environmental and climatic conditions on site; and quality, the role and the implementation of any proposed monitoring process in the bid;



- (b) compliance with the deadlines stipulated in the invitation to tender and any deviation from the said deadlines proposed by the Bidder, if necessary documented by a schedule provided with the bid;
- (c) any other relevant technical factor that the Bank has indicated in Section III; and
- (d) any deviation from commercial and contractual provision stipulated in the bidding documents.

22.2 The Bank will also assess the complete technical alternatives possibly proposed by the Bidder, in accordance with the provisions of ITB 13, to determine whether they can legitimately be the basis for the presentation of a separate offer under the second stage.

## 23. Qualification of the Bidder

- 23.1 The Bank shall determine to its satisfaction whether the Bidders determined as having submitted substantially responsive First Stage technical proposals meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 23.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 11.1(e)**.
- 23.3 An affirmative determination shall be a prerequisite for the Bank to invite the Bidder to a clarification meeting in accordance with **ITB 24.1**. A negative determination shall result in rejection of the First Stage technical proposal.
- 23.4 The capabilities of subcontractors proposed to be used by the Bidders for Bank-identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III. Should a subcontractor be determined to be unacceptable, the First Stage technical proposal will not be rejected, but if required to submit a Second Stage Bid, the Bidder will be required to substitute an acceptable manufacturer or subcontractor.

## F. Clarification of First Stage Technical Proposals

## 24. Clarification Procedures

- 24.1 The Bank may conduct clarification meetings with each or any Bidder to clarify any aspects of its First Stage technical proposal that require explanation and to review any Bidder's proposed alternative solutions or reservations to the commercial or contractual provisions of the bidding documents. The Bank may also seek clarifications in writing.

- 24.2 The Bank may bring to the attention of the Bidder any amendments or changes which the Bank may require to be made to the First Stage technical proposal; however the Bank may not require amendments or changes at variance from the requirements unless the Bank intends to amend the Bidding Document in accordance with **ITB 25.1(a)**.
- 24.3 The Bank will advise the Bidder of any deviations to the commercial or contractual provisions of the bidding documents in the First Stage technical proposal, that are unacceptable and that are to be withdrawn in the Second Stage bid.
- 24.4 The Bank will also advise the Bidder whether the proposed alternative technical proposal, if any, is acceptable, and will identify the degree (if any) to which such an alternative bid may be incorporated in the Bidder's Second Stage bid.
- 24.5 The Bank will issue a Memorandum titled "Changes Required Pursuant to First Stage Examination," documenting the clarifications made in writing and/or in a meeting, if any, and including an Annex listing all decisions, and required amendments or changes resulting from the clarification of the First Stage technical proposal. The Memorandum will be communicated to the Bidder as part of the invitation to submit the Second Stage bid.

**25. Invitation to  
Submit Second  
Stage Bids**

- 25.1 At the end of the clarification process pursuant to **ITB 24**, conducted as necessary:
- (a) the Bank may need to issue an amendment to the Bidding Document resulting from the First Stage examination and clarification process, with the objective of clarifying the requirements and improving competition without compromising essential project objectives and/or
  - (b) in regard to all bidders, the Bank will either:
    - (i) invite the Bidder to submit a final updated technical proposal and a commercial Second Stage bid based on its First Stage technical proposal taking into account the Bidding Document, if and as amended, and any other modifications as recorded in the Annex to the Memorandum entitled "Changes Required Pursuant to First Stage Examination". Bidders will be allowed to submit only one Second Stage Bid, or
    - (ii) notify the Bidder that its bid has been rejected on the grounds of being substantially non-responsive, or that the Bidder does not meet the minimum qualification requirements set forth in the Bidding Document.
- 25.2 The deadline for submission of Second Stage bids will be specified in the invitation to submit Second Stage bids, pursuant to **ITB 34.1**

25.3 Bidders are not allowed to form JVCA(s) with other bidders, nor change the partner or structure of the JVCA if the Bidder in the First Stage was a JVCA.

## **G. Preparation of Second Stage Bids**

### **26. Documents Comprising the Second Stage Bids**

26.1 The Second Stage Bid shall comprise the following:

- a) Letter of Second Stage Bid;
- b) completed Schedules, including price schedules completed in accordance of articles 27 and 28 of **ITB**
- c) Bid Security or Bid-Securing Declaration, in accordance with **ITB** 31;
- d) written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with **ITB** 32.2;
- e) updated First Stage technical proposal, comprising any modifications required to the First Stage technical proposal as recorded in the Memorandum entitled “Changes Required Pursuant to First Stage Examination”;
- f) documentary evidence in accordance with **ITB** 15.1, establishing the eligibility of any additional or varied Integrated Solution offered by the Bidder and not included in the First Stage technical proposal;
- g) documentary evidence regarding any changes that may have occurred between the time of submitting the First Stage technical proposals and the Second Stage bids that may have any material effect on the Bidder’s qualifications to perform the Contract;
- h) documentary evidence establishing the conformity of any additional or varied facilities to be supplied and installed by the Bidder, in accordance with the Memorandum entitled “Changes Required Pursuant to First Stage Examination”.
- i) If the Bidder proposes to engage any Subcontractors additional to or different from those named in its First Stage technical proposal for major items of supply or services, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Bank for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- j) Any other document required in the **BDS**.

- 
- 27. Letter of Second Stage Bid and Schedules**
- 27.1 The Bidder shall submit the Letter of Second Stage Bid and Schedules using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.
- 28. Second Stage Bid Prices and Discounts**
- 28.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified in **ITB 28.2**.
- 28.2 Unless otherwise specified in the **BDS**, bidders shall quote for all the Integrated Solution on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design and manufacture. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc... The bidder will indicate the price for all element of design and implementation of Integrated Solution described on the price schedule. Items against which no price is entered by the Bidder will not be paid for by the Bank when executed and shall be deemed to be covered by the prices for other items.
- 28.3 The price to be quoted in the Bid Form, in accordance with Article 27.1 of the ITB will be the total price of the Bid, excluding any discounts offered. Price details required Bidders are indicated in the **BDS**. This price, subject to adjustments made in accordance with the Contract shall be the Contract Price
- 28.4 Bidders wishing to offer any unconditional discount shall specify in their Letter of Bid the offered discounts and the manner in which price discounts will apply.
- 28.5 Unless otherwise stated in the BDS and the SC, the prices quoted by the Bidder shall be fixed during the performance of the Contract
- 28.6 All duties, taxes and charges payable by the Contractor under the Contract , or in any other capacity , twenty-eight (28) days before the deadline for submission of bids will be deemed included in the prices and in the total amount of the bid submitted by the Bidder .
- 28.7 In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 28.8 In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor’s equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to

indicate the source of labor and material indices in the corresponding Form in Section IV, Bidding Forms.

- 29. Currencies of Bid and Payment** 29.1 The currency(ies) of the bid and the currency(ies) for payment shall be as specified in the BDS.
- 30. Period of Validity of Bids** 30.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Bank pursuant to **ITB 34**. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.
- 30.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Bank may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 31, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 30.3.
- 30.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
- 31. Bid Security** 31.1 The Bidder shall furnish as part of its bid, the original of a Bid-Securing Declaration using the relevant form included in Section IV, Bidding Forms. The amount and currency shall be as specified in the BDS.
- 31.2 The bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or surety;
  - (b) an irrevocable letter of credit; or
  - (c) a cashier's or certified check;
- from a reputable source from an eligible country. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Bank prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 30.2
- 31.3 Any bid not accompanied by a substantially responsive bid security shall be rejected by the Bank as non-responsive.

- 31.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 50.
- 31.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 31.6 The bid security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 49; or
    - (ii) furnish a performance security in accordance with ITB 50.
- 31.7 The Bid Security of a JVCA shall be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

**32. Format and  
Signing of  
Second Stage  
Bids**

- 32.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 26 and clearly mark it "SECOND STAGE BID - ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "SECOND STAGE BID - COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 32.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries have been made shall be signed or initialed by the person signing the bid.
- 32.3 A bid submitted by a JVCA shall comply with the following requirements:
- (a) Unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners and
  - (b) Include the Representative's authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVCA.
- 32.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## H. Submission and Opening of Second Stage Bids

### 33. Submission, Sealing and Marking of Second Stage Bids

33.1 Bidders may always submit their bids by mail or by hand. If so specified in the **BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original and copies of the Bid in separate sealed envelopes. The envelopes shall be duly marked as “SECOND STAGE BID - ORIGINAL” and “SECOND STAGE BID - COPY”. These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with **ITB** 33.2 and 33.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

33.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Bank in accordance with **ITB** 34.1;
- (c) bear the specific identification of this bidding process pursuant to ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening

33.3 If envelopes and packages are not sealed and marked as required, the Bank will assume no responsibility for the misplacement or premature opening of the bid.

### 34. Deadline for Submission of Bids

34.1 Second Stage Bids must be received by the Bank at the address and no later than the date and time indicated in the **BDS**.

34.2 The Bank may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### 35. Late Bids

35.1 The Bank shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 34. Any bid received by the Bank after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

### 36. Withdrawal, Substitution, and

36.1 A Bidder may withdraw, substitute, or modify its Second Stage bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 32.2, (except

**Modification of  
Second Stage  
Bids**

that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 33 and ITB 34 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “SECOND STAGE BID - Withdrawal,” “SECOND STAGE BID - Substitution,” “SECOND STAGE BID - Modification;” and
- (b) received by the Bank prior to the deadline prescribed for submission of bids, in accordance with ITB 34.

36.2 Bids requested to be withdrawn in accordance with ITB 36.1 shall be returned unopened to the Bidders.

36.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**37. Second Stage  
Bid Opening**

37.1 The Bank shall conduct the Second Stage bid opening at the address, date and time specified in the BDS.

37.2 First, envelopes marked “Second Stage Bid - Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “Second Stage Bid - Substitution” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “Second Stage Bid - Modification” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

37.3 The Bank shall open all other envelopes, one at a time and reading out: the name of the Bidder, the Bid Price(s), any discounts and their application methodology, the presence or absence of a bid security; if required and any other details as the Bank may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 35.1.

37.4 The Bank shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and



alternative proposals; and the presence or absence of a bid security. A copy of the record shall be posted online.

## I. Examination of Second Stage Bids

- 38. Confidentiality** 38.1 Information relating to the evaluation of Second Stage bids shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 38.2 Any attempt by a Bidder to influence improperly the Bank in the evaluation of the Second Stage bids or Contract award decisions may result in the rejection of its Second Stage bid.
- 38.3 Notwithstanding ITB 38.1, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Bank on any matter related to the bidding process, it should do so in writing.
- 39. Clarification of Second Stage Bids** 39.1 To assist in the examination, evaluation, and comparison of the Second Stage bids and qualification of the Bidders, the Bank may, at its discretion, ask any Bidder for a clarification of its Second Stage bid, allowing a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Second Stage bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the bids, in accordance with **ITB 41**.
- 39.2 If a Bidder does not provide clarifications of its Second Stage bid by the date and time set in the Bank's request for clarification, its Second Stage bid may be rejected.
- 40. Deviation, Reservation or Omission** 40.1 For the purposes of the evaluation of bids , the following definitions shall be used:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 41. Determination of Responsiveness** 41.1 The Bank's determination of a Second Stage bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 26.
- 41.2 A substantially responsive bid is one that meets all the terms, conditions, and specifications of the Bidding Documents, and in which are reflected all the changes

requested in the "Memorandum annexed to the minutes of the meeting for more information " without material deviation, reservation, or omission.

41.3 A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the requirements as specified in Section VI; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Bank's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

41.4 A proposal of the second stage containing technical or commercial alternatives not shown in the offer of the first stage will be treated as non-compliant.

41.5 If a Second Stage bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Bank and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

41.6 Provided that a Second Stage bid is substantially responsive, the Bank may waive any quantifiable nonconformities in the bid that do not constitute a material deviation, reservation or omission.

41.7 Provided that a Second Stage bid is substantially responsive, the Bank may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Second Stage bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

41.8 Provided that a Second Stage bid is substantially responsive, the Bank shall rectify quantifiable nonmaterial nonconformities related to the Second Stage Bid Price. To this effect, the Second Stage Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the non-conforming item or component. The adjustment shall be made using the methodology indicated in Section III, Evaluation and Qualification Criteria.

## J. Second Stage Bids Evaluation and Comparison

### 42. Correction of Arithmetical Errors

42.1 Provided that the Second Stage bid is substantially responsive, the Bank shall correct arithmetical errors as indicated in Section III, Evaluation and Qualification Criteria.

42.2 If a bid is substantially responsive, the Bank shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between a total price calculated by adding the amounts in a column of the decomposition of a price and the amount indicated for the offer price, the first mentioned shall prevail and the total price shall be corrected;
- b) If there is a contradiction between the fixed price for an item and the total lump sum obtained by adding the partial lump-sum price, fixed price for the item shall prevail and the total fixed price will be rectified, unless, if from the opinion of the Bank, the fixed price for the item is clearly incorrect, in which case the total package price quoted shall govern and the fixed price for the item will be rectified;
- c) If the total obtained by addition or subtraction of subtotals is not accurate, the subtotals shall prevail and the total shall be corrected; and
- d) If there is a discrepancy between the price indicated in words and figures, the amount in words shall prevail, unless the amount is related to an arithmetic error, in which case the amount in figures shall prevail subject to paragraphs (a ) and (b) above.

42.3 If the Bidder that submitted the lowest evaluated Bid does not accept the correction, his bid will be rejected.

### 43. Conversion to Single Currency

43.1 For evaluation and comparison purposes, the currency(ies) of the all bids shall be converted into a single currency as specified BDS.

### 44. Second Stage Bid Adjustments

44.1 To evaluate a bid, the Bank uses all the criteria and methods defined below, to the exclusion of all other criteria and methods.

#### Technical evaluation:

44.2 The Bank will conduct an evaluation of the bids of the second stage that have not been previously removed in order to:

- a) determine whether the technical aspects of basic technical offer acceptable changes or variant offering described in the "Memorandum annexed to the minutes of the meeting for further investigation" in accordance with ITB 25.1

has been properly treated and are in compliance with the requirements for the most part of the Bidding Documents.

- b) Take into account any other factors defined in the BDS.

Financial evaluation:

44.3 To evaluate a bid, the Bank will consider the following elements:

- a) the bid price, excluding provisional sums and, where appropriate, the contingencies included in the price form;
- b) price adjustment for correction of arithmetic errors in accordance with Article 42.1;
- c) the price adjustments due to discounts offered in accordance with ITB 28.4;
- d) adjustments in the quantification of minor discrepancies in the application of ITB 41.8;
- e) by converting one currency amount from operations (a), (b) and (c) above, in accordance with Article 43 of the ITB;
- f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria

44.4 In the event that the price revision is provided for under ITB 28.5, the estimated effect of the price adjustment formulas in the GC and SC, applied during the period of execution of the Contract will not be taken into account in the evaluation of tenders.

44.5 Unless otherwise specified in the BDS, no margin of domestic or regional preference will be given.

44.6 If the lowest Evaluated Bid is seriously unbalanced or front loaded or substantially below the Bank's estimates, the Bank may require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Bank may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Bank against financial loss in the event of default of the successful Bidder under the Contract.

**45. Comparison of  
Second Stage  
Bids**

45.1 Subject to **ITB 43**, the Bank shall compare all substantially responsive bids to determine the lowest evaluated bid.

- 46. Eligibility and Qualification of the Bidder**
- 46.1 The Bank shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying and eligibility criteria specified in Section III, Evaluation and Qualification Criteria.
- 46.2 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Bank shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 46.3 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Second Stage bid price.
- 47. Bank's Right to Accept Any Bid, and to Reject Any or All Bids**
- 47.1 The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities shall be promptly returned to the Bidders.

## K. Award of Contract

- 48. Award Criteria**
- 48.1 Subject to ITB 47.1, the Bank shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 49. Notification of Award**
- 49.1 Prior to the expiration of the period of bid validity, 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.
- 49.2 Unsuccessful bidders may request debrief upon request to the Bank within seven (7) days from receipt of the regret letter.
- 49.3 Upon the expiration of conclusion of the debriefing period, the Bank will issue notification of award to the selected bidder. The summary of the contract award will also be published on the Bank's website.
- 49.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

49.5 At the same time, the Bank shall also notify all other Bidders of the results of the bidding, and shall publish on the Bank's website ([www.afdb.org](http://www.afdb.org)), the results identifying the bid and lot numbers and the following information: name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Bank for a debriefing seeking explanations on the grounds on which their bids were not selected. The Bank shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing within 7 days of receipt of the regret letter.

The notification letter must contain the following information:

- a) name, address, telephone number, fax number and email address of the claimant;
- b) the reference of the Bank's bidding;
- c) a detailed statement of reasons for the protest and an explanation of how the claimant was injured; and
- d) copies of relevant documentation to support the statement of the claimant.
- e) The Bank will respond in writing, within seven (7) days of receipt of the request of the Bidder and to any Bidder that submitted an unsuccessful offer that, after notification of the results by the Bank, has made a motion to obtain information,.
- f) Promptly upon notification, the Bank shall send the successful Bidder the Contract Agreement.
- g) Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Bank.
- h) Upon the successful Bidder's furnishing of the signed Contract Agreement and Performance Security pursuant to ITB 51, the Bank will discharge its Bid Security, pursuant to ITB 31.

## 50. Performance Security

50.1 Within twenty-eight (28) days of the receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 44.6, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Bank. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Bank.

50.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, or execution of the Bid-Securing Declaration. In that event the Bank may award the Contract to the next lowest

evaluated Bidder whose offer is substantially responsive and is determined by the Bank to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is : <b>ADB/RFP/CGSP/2015/0125</b>
<b>ITB 1.1</b>	<p>The name of the bidding process is: <b>Acquisition of an integrated solution for AfDB Laissez-Passer upgrade</b></p> <p>The identification number of the bidding process is: <b>ADB/RFP/CGSP/2015/0125</b></p> <p>This tender will be conducted in two (01) stages:</p> <ul style="list-style-type: none"> <li>✓ Under the first stage the bidder is invited to submit a technical proposal with no price consideration</li> <li>✓ Under the second stage, after the evaluation of the first stage, the eligible and qualified bidder will be invited to submit a revised technical proposal and a financial proposal.</li> </ul>
<b>ITB 4.1 (a)</b>	A joint venture, consortium or association shall have a maximum of four (04) members.
<b>ITB 4.4</b>	A list of debarred firms is available at <a href="http://www.afdb.org/en/projects-and-operations/procurement/debarment-and-sanctions-procedures/">http://www.afdb.org/en/projects-and-operations/procurement/debarment-and-sanctions-procedures/</a>
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	<p>Request for clarification and/or request for change to the RFP shall be sent In writing: by electronic mail to: <a href="mailto:tender@afdb.org">tender@afdb.org</a>;</p> <p>Requests for clarifications should be received by the Bank no later than <b>02 December 2015 at 17h00 (local time Abidjan)</b></p>
<b>ITB 7.4</b>	<p>A non-mandatory Pre-Bid conference shall take place.</p> <p>Date: <b>30 November 2015</b></p> <p>Time: <b>14h00 (local time Abidjan, Cote d'Ivoire)</b></p> <p>Place: Immeuble CCIA 14<sup>th</sup> Floor, Room 14 M Avenue Jean Pall II, Abidjan Plateau</p> <p>Bidders have the possibility to join the meeting by video conference.</p>



## C. Preparation of First Stage Technical Proposals

<b>ITB 10.1</b>	<p>The language of the bid is: <b>English</b>.</p> <p>This language will govern the contractual /legal relationship between the Bank and the Contractor. However, considering the bilingual nature of the Bank (French and English), offers written in French can be accepted.</p>
<b>ITB 11.1 (f)</b>	<p>The Bidder must provide the following Documentary Evidence to establish the conformity of the Solution with the Bidding Document:</p> <ul style="list-style-type: none"> <li>(i) A detail description of how the proposed system in accordance with the Bank's basic option is compliant with the component listed in the Terms of Reference. Any discrepancy should be highlighted and the bidder shall describe how this deviation will impact the project implementation (in both a positive and negative way) the functionality of the system. <i>Bidders should note that the Bank is considering three options for its LP upgrade program (see Requirements-Part 2, Section VI): namely Option A (internally providing a full solution), Option B (a fully outsourced solution) and Option C (a partially outsourced production). <b>The Bank has selected Option C as its main option</b></i></li> <li>(ii) Alternative technical proposals in accordance with ITB 13.</li> <li>(iii) Project implementation modalities.</li> <li>(iv) Evidence that the bidder's production facilities meets ICAO's standard.</li> <li>(v) A description and quantities of the technical solution (systems, Applications, Databases) and proposed in accordance with the minimum requirement provided by the Bank (Requirements-Part 2, Section VI). At this stage only quantities are required with no mention of unit price.</li> <li>(vi) Visual representation of the proposed solution on USB, CD Rom etc.</li> <li>(vii) The proposed Guarantee of the equipment.</li> <li>(viii) Certificate of origin of the equipment or any other evidence that establishes their eligibility under the rules of the Bank.</li> </ul>
<b>ITB 11.1 (h)</b>	<p>The Bidder shall submit with its bid the following additional documents:</p> <ul style="list-style-type: none"> <li>✓ identification documents of the bidder (articles of incorporation or registration of firm, Statutes, trade register or equivalent);</li> <li>✓ Bid Security Declaration;</li> </ul>

	<ul style="list-style-type: none"> <li>✓ A provisional timetable for the design, manufacturing, issuing and personalization for the laissez passer program; and</li> <li>✓ A live presentation of their proposed solution.</li> </ul>
<b>ITB 13.1</b>	<p>Alternative technical proposals are permitted (see Terms of Reference). For each alternative technical proposal, the bidder shall the describe the methodology for the provision of a security enhanced and ICAO compliant biometric Laissez Passer solution for the Bank. Alternative proposals pertains to the following options:</p> <ul style="list-style-type: none"> <li>(i) <b>Option A</b> (internally providing a full solution );</li> <li>(ii) <b>Option B</b> ( a fully outsourced solution)</li> <li>(iii) <b>Any other option</b> the bidder may recommend based on past experience and best practices.</li> </ul> <p>For each option, the bidder will provide the documentary evidence on how the proposal will meet the Bank's the requirements.</p>
<b>ITB 14.2</b>	<p>The bidder shall also include the manufacturer's authorization for the proposed equipment. If the bidder is the manufacturer, it will itself provide the requested document</p> <p>The bidder will also indicate manufacturer's commitment to supporting the bidder throughout the contract performance cycle.</p> <p>Moreover, in case of improved features or product/solution upgrade from a performance stand point the manufacturer / bidder will describe how these improvements could be reflected in the performance of this contract.</p>
<b>ITB 14.3</b>	<p>The Bidder is required to describe how maintenance of equipment will be conducted (through a local agent, via subcontracting or remotely). .</p>
<b>ITB 16.1</b>	<p>In addition to the original of the Bid, the number of copies is: <b>04 and 1 copy on CD rom.</b></p>
<b>ITB 16.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall be a Power of Attorney of equivalent.</p> <p>In the case of Bids submitted by an existing or intended JVCA, an undertaking signed by all parties (i) stating that all parties shall be jointly and s liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA shall be provided.</p>

## **D. Submission and Opening of First Stage Technical Proposals**

<b>ITB 17.1</b>	Bidders <b>shall not</b> have the option of submitting their bids electronically.
<b>ITB 17.1(b)</b>	Not applicable
<b>ITB 18.1</b>	<p>For <b><u>First Stage Technical Proposal submission purposes</u></b> only, the Bank's address is :</p> <p><b>African Development Bank</b>  <b>Corporate Procurement Division</b>  <b>General Services and Procurement Department</b>  <b>Immeuble CCIA– 14th Floor, Office N° 14V</b>  <b>01 BP 1387 Abidjan 01</b>  <b>Cote d'Ivoire</b>  <b>City: Abidjan Plateau</b>  <b>Country: Côte d'Ivoire</b></p> <p>The deadline for bid submission is:  <b>Date: 10 December 2015 at 15h00</b>  <b>Time: 15h00 (local time Abidjan, Côte d'Ivoire)</b></p>
<b>ITB 21.1</b>	The electronic Bid opening procedures shall be: N/A

## **G. Preparation of Second Stage Bids**

<b>ITB 26.1 (j)</b>	<p>The Bidder shall submit with its bid the following additional documents:  During this Second Stage, the bidder is invited to submit its proposal in the form of a technical bid and a financial bid, and the number of copies of each indicated in the BID Data Sheet (ITB 32.1). The technical and financial proposals placed in an outer envelope must be marked with the address and information indicated in the ITB 34.1.</p> <p>The Second Stage Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>i) The Technical proposal including the related forms as listed in Section IV;</li> <li>ii) The Qualification Forms updated if necessary;</li> <li>iii) The Financial proposal</li> <li>iv) Price Schedule;</li> <li>v) And quantitative estimate of installations carried out ( as an Excel file and paper )</li> </ul>
<b>ITB 28.3</b>	Adjustable prices are allowed.
<b>ITB 28.5</b>	Price adjustment is allowed.

<b>ITB 29.1</b>	The currency of the bid shall be either the EURO or any another freely convertible currency.
<b>ITB 30.1</b>	The bid validity period shall be: ninety <b>(90)</b> days starting from the bid submission date.
<b>ITB 31.1</b>	- The Bidder shall furnish a Bid-Securing Declaration.
<b>ITB 32.1</b>	In addition to the original of the Bid, the number of copies required of the Second Stage Bid is: <b>four (04) and a soft copy on a CD Rom.</b>
<b>ITB 32.2</b>	As indicated in BDS 16.2
<b>H. Submission and Opening of Second Stage Bids</b>	
<b>ITB 33.1</b>	Bidders <b>shall not</b> have the option of submitting their Second Stage bids electronically.
<b>ITB 33.1 (b)</b>	The Second Stage electronic bidding submission procedures shall be: <b>Not Applicable.</b>
<b>ITB 34.1</b>	<b>African Development Bank Corporate Procurement Division General Services and Procurement Department Immeuble CCIA– 14th Floor, Office N° 14V 01 BP 1387 Abidjan 01 Cote d’Ivoire City: Abidjan Plateau Country: Côte d’Ivoire</b>
<b>ITB 37.1</b>	The bid opening shall take place at the above indicated address.
<b>ITB 37.1</b>	The electronic bid opening procedures shall be: <b>Not applicable.</b>
<b>I. Second Stage Bids Evaluation and Comparison</b>	
<b>ITB 43.1</b>	The currency used to convert all bid into single currency for evaluation and comparison purposes is the Unit of Account (UA) of the African Development Bank. The exchange rate is available on the Bank 's website: <a href="http://www.afdb.org/en/documents/financial-information/exchange-rates/">http://www.afdb.org/en/documents/financial-information/exchange-rates/</a> The reference date is the deadline for bid submission for the Second Stage.
<b>ITB 43.2</b>	A margin of domestic or regional preference <b>shall not</b> apply.
<b>ITB 44.2 &amp; 44.3</b>	Proposals under the Second Stage will be evaluated using the criteria specified in Section III, Evaluation and Qualification Criteria.

## Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Bank shall use to evaluate bids and qualify Bidders. In accordance with ITB 22 and ITB 23 [First Stage Technical Proposals], and **ITB 40** and **ITB 45** [Second Stage Bids] no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

### 1. Qualification Assessment

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

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
<b>STATEMENT OF CONFORMITY AND BID SUBMISSION FORM</b>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
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							

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
<p>submission form in the format provided.</p> <p>A power of attorney shall be attached, if applicable.</p>							
<b>The bidder shall sign and return the documents in the format provided for a PASS.</b>							
<b>ELIGIBILITY CRITERIA</b>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
<p>The bidder is from a member country of the Bank.</p> <p>If yes, provide evidence, such as, articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.</p>							
<p>The goods and services offered are produced in a member country of the Bank.</p>							

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
If yes, provide evidence, such as, operating license, information on origin of goods and services.							
<b>The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS.</b>							
The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation.							
The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.							

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?							
The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.							
The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.							
The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.							
<b>The bidder shall not be subject to any of the situations above for a PASS</b>							
<b>JV (if applicable)</b>	N/A	Existing or intended JV must meet requirement	Must meet requirement	N/A			
The bidder has included a JV agreement, or letter of intent to form							



PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
a legally enforceable JV including a draft agreement.							
<p>The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.</p> <p>Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.</p>							
<b>The bidder shall provide a JV agreement or letter of intent to form a legally enforceable JV and draft agreement, contact details of the authorized representative of the JV and power attorney for a PASS.</b>							
<b>FINANCIAL STANDING</b>	See below						
<p>The bidder has a minimum turnover of at least <b>euro 2,000,000 equivalent</b> for the last three years <b>2011, 2012, 2013</b> or latest.</p> <p>The bidder can demonstrate sound financial performance?</p>	Must meet requirement	Existing or intended JV must meet requirement	Must meet at least 20% of the requirement	Must meet 40% of the requirement			

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
<p>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 <b>past three years [2010, 2011, 2012 or the latest.</b></p> <p>If the laws of the bidders' country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the last three years <b>2011, 2012, 2013</b> or latest</p>							
<p>The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments?</p> <p>If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than</p>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
contractual advance payments or other documents to demonstrate financial resources.							
<b>The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS.</b>							
<b>GENERAL AND SPECIFIC EXPERIENCE</b>	See below						
<p>The bidder has been in business for the past five (5) years?</p> <p>If yes, provide evidence, such as, information on the bidder's company (description, including a short history, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business).</p>	Must meet requirement	Existing or intended JV must meet requirement	N/A	The lead partner must meet requirement			
The bidder has experience in at least <b>three (3)</b> similar contracts in the provision of security enhanced biometric passports as a prime contractor within the last [three (3)] years, which have been	Must meet requirement	Existing or intended JV must meet requirement	N/A	Must meet requirement			

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
<p>successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP.</p> <p>If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 3 years.</p>							
<b>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.</b>							
<b>HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION</b>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
<p>The bidder has had a contract(s) terminated in the <b>last three (3)</b> year for unsatisfactory performance or default.</p> <p>Bidders shall complete the litigation history form.</p>							

PASS/FAIL CRITERIA	Bidders Compliance Requirements				Bidders Response		Comments / Evidence provided
	Single Entity	Joint venture and any other form of partnership (JV)			Yes	No	
		All partners combined	Each partner	At least one partner			
<p>The bidder is involved in litigation that represents more than [50% - 100%] percent of the bidder's net worth.</p> <p>Bidders shall complete the litigation history form.</p>							
<p><b>The bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract for a PASS.</b></p>							
<b>CONFLICT OF INTEREST</b>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.							
<p><b>The bidder shall have no actual or potential conflict of interest to call into question its participation in the procurement process and award of contract for a PASS.</b></p>							
<p><b>A bidder shall PASS all above criteria to be considered for the next stage.</b></p>							
Remarks (Accept/Reject for the next stage)							

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## 2. Evaluation Criteria and Methodology

The evaluation of proposals will be done in two stages.

### 2.1 Evaluation for the First Stage

1. The evaluation will be based on an assessment of technical proposals.
2. The evaluation process will be conducted to determine whether the proposals received under the RFP meet the qualification criteria.
3. Before performing the detailed technical evaluation of bids, the Technical Evaluation Committee will check that each bidder meets all the qualification criteria listed in the above section. Furthermore, eligibility of the bids will be assessed against the below pass/fail criteria.

		YES	NO
1.	Proposal received before the bid closing deadline		
2.	Bid Securing Declaration completed and signed (appendix I)		
3.	Bid validity period of at least 90 days		
4.	Bidder is from a member country of the Bank		
5.	Evidence (relevant documentation such as audit reports ) that the bidder's production facilities meets ICAO's standard		

Proposals found to meet the qualification criteria will be selected for the next step. Other proposals will be rejected.

## TECHNICAL EVALUATION CRITERIA

The technical proposals received in the first stage will be evaluated according to the criteria listed below.

In evaluating the performance against the below set criteria, the Bank will consider the bidders' technical proposal and response to clarification provided during the demonstration of the proposed solution or clarification meetings.

	<b>CRITERIA</b>	<b>WEIGHT</b>
1.	<b>Methodology for the provision of an integrated solution for a security enhanced and ICAO compliant Laissez Passer program</b>	<b>10</b>
2.	<b>Project implementation Plan</b>	<b>10</b>
3.	<b>Qualifications of key personnel</b> ( please include a resume of Project Manager)	<b>10</b>
4.	<b>Experience of the firm with similar projects</b> - 3 projects (5 points) - 5 project or more (10 points)	<b>10</b>
5.	<b>Capability to assist in raising awareness among member countries and with ICAO about the upgraded LPs</b>	<b>10</b>
6.	<b><u>Provision of information on lost and stolen Passports</u></b> The firm has the capacity provide specific information on lost or stolen passport to the central database operated by INTERPOL at the appropriate time and according to agreed procedures. This includes details of any passports not yet personalized which may be stolen from a production or issuance facility or in transit.	<b>10</b>
7.	<b><u>Solution (Systems, Applications. Databases) features (minimum requirements)</u></b> <ul style="list-style-type: none"> <li>• Photo standardization: Capability for the system to perform, photo ID standardization and check compliance with ICAO and ISO standard <b>(5 points)</b></li> <li>• Web based interfaces based on industry standards web services to created work order requests from users and to the production of LPs. This must include capability to manage records that are in the document production process. i.e. functionality to search for and display records, to monitor and track production status of the document <b>(5 points)</b>.</li> <li>• Workflow capability (request, verification, approval) for the issuance of the LPs <b>(5 points)</b>.</li> <li>• Audit Data: Created according to the solution configuration defined at the start of the LP project. The creation of the audit data provides a compressive method for monitoring the production process as it covers all the operator, production and stock control activities that take place in the systems <b>(5 points)</b>.</li> <li>• Capability to Archive the text and image data for long term storage once the LP has been produced. And issued <b>(5 points)</b>.</li> <li>• Public Key Infrastructure (PKI): Capability to issue and generate a digital signature for authenticating the issuing authority an ensuring that the data have not been altered in any way <b>(5 points)</b>.</li> <li>• Capability of the solution to manage 5000 LPs per year, and the database to store information for 100000 LPs <b>(5 points)</b>.</li> <li>• Capability of the systems/solution to be linked, connected and integrated into the Bank's networking environment <b>((5 points)</b>.</li> </ul>	<b>40</b>
	<b>TOTAL</b>	<b>100</b>



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Only bidders that obtain the minimum score of 70 points or higher will be allowed to submit an updated technical and financial proposals for the second stage.

## **2.2      Evaluation for the Second Stage**

This evaluation will be based on the criteria listed in ITB 44.2 and ITB 44.3.

### **Technical Evaluation:**

The Bank will evaluate the bids to determine whether the technical proposals are in compliance with the requirements, hence are substantially responsive.

### **Financial Evaluation:**

For the purpose of the financial assessment, the Bank will consider the bid price, price adjustments for correction of arithmetic errors then compare all substantially responsive to determine the lowest evaluated bid.

## **2.3      Award of Contract**

The Bank will award the contract to the bidder whose offer has been determined to be the lowest evaluated bid at the conclusion of the second stage and is substantially responsive to the Bidding Document, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Bank may carry out a due diligence process on the selected bidder prior to the contract award execution.

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## **Section IV. Bidding Forms**

**STATEMENT OF CONFORMITY**

To the African Development Bank

Dear Sir/Madam,

We, the undersigned, declare that:

- (a) We have examined the Request for Proposal (RFP) No **ADB/RFP/CGSP/2015/0125** 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

Signed

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

Dated on

RFP Reference: **ADB/RFP/CGSP/2015/0125**

## Method Statement

Bidders should describe the methodology for the performance of the contract

Description of a methodology for the provision of an integrated solution for a security enhanced and ICAO compliant Laissez Passer program <b>for the Bank's main option Option-C</b> (see Requirements). The methodology should cover Machine Readable Travel Document (MRTD) design, manufacturing and personalization	
Description of the technical architecture which depicts both logical and physical architecture, including specifications of hardware, operating system, network connectivity, application software, database and user interface and security mechanisms e	
Indicate quantities of the technical solution (systems, Applications, Databases) and proposed in accordance with the minimum requirement provided by the Bank (see Requirement). At this stage only quantities are required with no mention of unit price.	
Project implementation Plan, including at least (project team structure, roles and responsibilities, communication plan, Gant Chart with all activities and milestones, approaches for managing changes, training plan etc..	
Proposed maintenance schedule covering for hardware, software, including type of support	

<h2><b>Manufacturer's Authorization</b></h2>
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The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid Submission  
Invitation for Bid No.: **ADB/RFP/CGSP/2015/0125**

To: [insert complete name of Bank]

**WHEREAS**

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 5.2 of the General Conditions, with respect to the goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Manufacturer]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

RFP Reference: **ADB/RFP/CGSP/2015/0125**

**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: <input type="checkbox"/> Articles of Incorporation or Registration of firm named and information on the capital structure. <input type="checkbox"/> In case of JV, letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement <input type="checkbox"/> 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. <input type="checkbox"/> Organizational chart of the company and list of current staff

RFP Reference: **ADB/RFP/CGSP/2015/0125**

**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: <input type="checkbox"/> Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure. <input type="checkbox"/> 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 <input type="checkbox"/> 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 <input type="checkbox"/> Organizational chart of the company and list of current staff

**(To be included in the Proposal of the First Stage)**

**Appendix F**

**LITIGATION HISTORY**

Name of Bidder:

RFP Reference: **ADB/RFP/CGSP/2015/0125**

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 <b>three (3) years</b> for unsatisfactory performance or default				
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Contract non-performance did not occur during the stipulated period				
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Contract non-performance during the stipulated period				
Year	Outcome as Percent of Total Assets	Contract Identification	Total Amount value, equivalent)	Contract (current US\$
		Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination:		
		Name of Purchaser: Address of Purchaser: Contract description: Contract award date: Termination date: Reason for termination:		
Pending Litigation				
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> No pending litigation				
<input type="checkbox"/> Pending litigation				
Year	Outcome as Percent of Total Assets	Contract Identification	Total Amount value, equivalent)	Contract (current US\$
_____	_____	Name of Purchaser: Contract description: Address of Purchaser: Contract award date: Matter in dispute:	_____	
_____	_____	Name of Purchaser: Contract description: Address of Purchaser: Contract award date: Matter in dispute:	_____	



**CONFLICT OF INTEREST DISCLOSURE FORM**

Name of Bidder:	RFP Reference: <b>ADB/RFP/CGSP/2015/0125</b>		
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.			
	Bidders Response		Comments /Information provided
	Yes	No	
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?			
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: _____			

**(To be included in the Proposal of the First Stage)**

**Appendix H**

RFP Reference: **ADB/RFP/CGSP/2015/0125**

**Average Annual Turnover**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JVCA Partner Legal Name: \_\_\_\_\_ No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Annual turnover data (construction only)		
Year	Amount and Currency	US\$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Construction Turnover	_____	_____

\*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria, Sub-Factor 2.3.2.

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**(To be included in the Proposal of the First Stage)**

**Appendix I**

RFP Reference: **ADB/RFP/CGSP/2015/0125**

<b>Financial Resources</b>
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Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

## **Form of Bid-Securing Declaration**

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

Bid No.: **ADB/RFP/CGSP/2015/0125**

To: The African Development Bank

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the 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 Bank 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 **ITB 38**.

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

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

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

Duly 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)

RFP Reference: ADB/RFP/CGSP/2015/0125

## Resume of Proposed Personnel

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

Name of Bidder

Position*		
Personnel information	Name*	
	Date of birth	
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

From*	To*	Company / Project / Position / Relevant technical and management experience

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**(To be included in the Proposal of the First Stage)**

**Appendix K1**

RFP Reference: **ADB/RFP/CGSP/2015/0125**

<b>Proposed Personnel</b>
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Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form below, for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

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**(To be included in the Proposal of the First Stage)**

**Appendix L**

RFP Reference: **ADB/RFP/CGSP/2015/0125**

**List of proposed Subcontractors**

<b>Major Items of Integrated Solution AfDB LP Upgrade</b>	<b>Approved Subcontractors/Manufacturers</b>	<b>Nationality</b>

RFP Reference: **ADB/RFP/CGSP/2015/0125**

## **Functional Guarantees of the Proposed Facilities**

The Bidder shall copy in the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Bank in Sub-Factor 1.7 (c) of Section III, Evaluation and Qualification Criteria, and in the right column, provide the corresponding value for each functional guarantee of the proposed plant and equipment.

<b>Functional Guarantee [as required by the Bank in Section III]</b>	<b>Functional Guarantee value offered by the Bidder</b>
<b>1. Two (2) years</b>	
2.	
3.	
...	



**BID SUBMISSION FORM**

To the African Development Bank

Dear Sir/Madam,

We, the undersigned, declare that:

- (a) We have examined the Request for Proposal (RFP) No **ADB/RFP/CGSP/2015/0125** 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

Signed

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

Dated on

## Letter of Bid

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined the Request for Proposal (RFP) No **ADB/RFP/CGSP/2015/0125** and have no reservation to the RFP including Addenda issued in accordance with Instructions to Bidders (ITB) 6
- (b) We are committed to offer to design, manufacture, test and deliver, in conformity with the Bidding Document, the following :\_\_\_\_\_
- (c) The price of our Bid, excluding any discounts offered in item (d) below is the sum of: [amount of foreign currency in words], [amount in figures], **and** [amount of local currency in words], [amount in figures]
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;
- (e) Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with **ITB 46** and **GC** for the due performance of the Contract;
- (g) We, including any subcontractors or manufacturers for any part of the contract , have or will have nationalities from eligible countries, in accordance with ITB 1;
- (h) We, including any subcontractors or manufacturers for any part of the contract, do not have any conflict of interest in accordance with ITB 3;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB4.3, other than alternative bids submitted in accordance with ITB13;
- (j) We, including any of our subcontractors have not been declared ineligible by the Bank;

- 
- (a) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (b) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

***(To be included in the Proposal of the Second Stage)***

## Appendix C

**PRICE SCHEDULE FORM ( will be further specified during the Second Stage of the bidding process)**

## I. PRICE OF EQUIPMENT AND SOFTWARE

Item	Description	Qty.	Price (Euro) Net of Taxes		
			Unit price	Installation, integration and programming	Total Price
1					
2					
Grand TOTAL					

## II. PRICE OF DESIGN AND OTHER SERVICES

Item	Type of Service	Annual Price
1	Supply of security enhanced AfDB LPs Document design, manufacturing and personalization	
	Maintenance of equipment and software	
	Training	
	TOTAL	

### ALTERNATIVE (LUMPSUM PRICING)

Item	Service	All-inclusive Fixed and Firm Price per year
1	Supply of security enhanced AfDB LPs Document design, manufacturing and personalization	
	Breakdown of services	
	Breakdown of services	
	Breakdown of services	
	Breakdown of services	

## Section V Eligible Countries

List of Member Countries of the Bank:

REGIONAL COUNTRIES			
1. <b>Algeria*</b>	2. <b>Angola*</b>	3. Benin	4. Botswana
5. <b>Burkina Faso*</b>	6. <b>Burundi*</b>	7. <b>Cameroon*</b>	8. Cape Verde
9. <b>Central African Rep. *</b>	10. <b>Chad*</b>	11. Comoros	12. Congo
13. <b>Côte d'Ivoire (HQ)</b>	14. <b>Democratic Rep of Congo*</b>	15. Djibouti	16. <b>Egypt*</b>
17. Equatorial Guinea	18. Eritrea	19. <b>Ethiopia*</b>	20. <b>Gabon*</b>
21. Gambia	22. <b>Ghana*</b>	23. Guinea	24. <b>Guinea Bissau**</b>
25. <b>Kenya*</b>	26. Lesotho	27. <b>Liberia*</b>	28. Libya
29. <b>Madagascar*</b>	30. Malawi	31. <b>Mali*</b>	32. Mauritania
33. <b>Mauritius **</b>	34. <b>Morocco*</b>	35. <b>Mozambique*</b>	36. Namibia
37. Niger	38. <b>Nigeria*</b>	39. <b>Republic of South Africa*</b>	40. <b>Rwanda*</b>
41. <b>Sao Tome &amp; Principe**</b>	42. <b>Senegal*</b>	43. Seychelles	44. <b>Sierra Leone*</b>
45. Somalia	46. <b>Sudan*</b>	47. Swaziland	48. <b>Tanzania*</b>
49. <b>Togo*</b>	50. <b>Tunisia (TRA)</b>	51. <b>Uganda*</b>	52. <b>Zambia*</b>
53. <b>Zimbabwe*</b>	54. <b>South Sudan*</b>		
NON REGIONAL COUNTRIES			
1. Argentina	2. Austria	3. Belgium	4. Brazil
5. Canada	6. China	7. Denmark	8. Finland
9. France	10. Germany	11. India	12. Italy
13. <b>Japan*</b>	14. Korea	15. Kuwait	16. Netherlands
17. Norway	18. Portugal	19. Saudi Arabia	20. Spain
21. Sweden	22. Switzerland	23. United Kingdom	24. United States of America
25 Turkey	26. Luxemburg		

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## ANNEX VI – PRESIDENTIAL DIRECTIVE CONCERNING THE RULES FOR CORPORATE PROCUREMENT ACTIVITIES OF THE BANK

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### ARTICLE 3: ELIGIBILITY

- 3.1 Goods, Services, Real Estate and Works procured by the Bank shall be produced in a member country and supplied by Contractors from a member country, as described in paragraphs 3.2 and 3.3, unless a waiver of Article 17(1)(d) of the Agreement establishing the Bank is granted by the Board of Directors.
- 3.2 The eligibility of a Bidder or Contractor on the basis of nationality shall be determined in accordance with the following rules:
- a) Natural Person: a Natural Person is eligible if he or she is a national of a member country of the Bank. Where a person has more than one nationality, such a person shall be eligible if the nationality indicated in his or her submission is that of a member country of the Bank.
- b) Business: a Business is eligible if it satisfies the following criteria:
- it has its registered office or has its principal place of business in a country that is a member of the Bank;
  - its legal existence is recognized and is in accordance with the laws of a country that is a member of the Bank; and
  - the majority of its capital is held by nationals from a country that is a member 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 country that is a member of the Bank.
- 3.3 In order to be eligible:
- a) Goods to be procured must have a value of which more than half is attributable to production or to originating materials and inputs from one or more eligible member countries of the Bank;
- b) Works must be performed where more than half of the value of the labour is supplied from one or more eligible member country of the Bank, and where the equipment and materials needed for carrying out the Works have a value of which more than half is attributable to production or to originating materials and inputs from one or more member countries of the Bank.
- 3.4 Any Natural Person or Business shall not normally be eligible at any stage of a competitive procurement process and contract execution if any of the following situations apply and have been declared or should have been declared by the Bidder:
- a) The Natural Person or Business has become bankrupt, is insolvent or in the case of a Business is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation;
- b) The Natural Person or Business has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal

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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; or

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.

3.5 The 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, commission, 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.

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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.



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**PART 2**

**SECTION VI Requirements/Terms of  
Reference/Specifications**

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**Terms of Reference (TOR)**  
**For acquisition of an Integrated Solution and Services for**  
**AfDB LAISSEZ-PASSER UPGRADE**  
**Abidjan, Côte d'Ivoire**

**1. INTRODUCTION**

- 1.1 The African Development Bank (AfDB) is a financial institution which leads development in Africa. The Bank is a partner for its 54 Regional Member Countries (RMCs). It is also the key player in major initiatives undertaken at the sub-regional and continental levels, such as the New Partnership for Africa's Development (NEPAD), the Infrastructure Consortium for Africa (ICA), and the African Water Facility (AWF).
- 1.2 On October 27, 1970, the Boards of Directors adopted Resolution 13.70, in accordance with Chapter VII of the Agreement Establishing the African Development Bank, authorizing the issuance of Laissez-Passers (LP) to official representatives or staff of the AfDB. The objective of this Resolution was to facilitate the movement of AfDB representatives and staff on official business, thus enabling the Bank to achieve its mission and goals.
- 1.3 The LP is usually recognized by Regional Member Countries (RMCs) as a valid travel document, though carriers of the LP still require entry visas at the port of entry or prior to arrival. Nevertheless there have been cases in which certain RMCs have either refused to issue a visa on the LP or have outright refused to recognize the LP at their airports. Non-Regional Member countries (non-RMCs), however, do not recognize the AfDB LP. Accordingly, for all official travel to or through a non-RMC, staff use their national passports or diplomatic passports issued by their country of origin. The primary reason for the cases of non-acceptance of the LP appears to be the absence of internationally-recognized security features on the LP that meet ICAO (International Civil Aviation Organization) standards. In order to make the LP consistently acceptable internationally, its security features must be upgraded, taking into account new technology and ICAO security standards, particularly biometric features.
- 1.4 In light of the foregoing, and noting the need to facilitate travel as a necessity in the fulfilment of the Bank's mandate, it is necessary for the Bank to upgrade its LP to a biometric LP, with the objective of: (i) raising the LP's security profile to that of national passports issued by member states and (ii) removing any obstacle that is currently preventing member states from recognizing the LP and/or granting visa waivers for AfDB staff traveling on official Bank business.

**2. CONTEXT**

**2.1 GENERAL CONSIDERATIONS**

- 2.1.1 The Bank has established an internal Technical Team as well as engaged with external parties to conduct an initial review for the current Bank's LP and notes the following:

1. The security features are minimal;

- 
2. The environment in which it is produced does not satisfy the strict certification, physical and process security and confidential standards of the ICAO;
  3. In order to ensure controls, proper follow-up and prevent misuse or security breaches, international standards applied to national passports should similarly be applied to the issuance of the Bank's LP if it is to be internationally recognized;
  4. The ICAO sets the standard for eMRTD (electronic Machine Readable Travel Documents) technology, commonly known as biometrics. The current tendency is that, in order to be internationally recognized, passports and travel documents must meet the criteria and biometric norms of the ICAO. Holders of such documents therefore profit from faster border controls at airports, which, for AfDB staff, will facilitate official travel to member states. In this regard, it should be noted that the UN upgraded its LP in 2012 to the biometric format to ensure that the 63 member states granting Visa Waiver at the time would continue to do so and to remove any obstacle preventing the remaining 130 from also granting Visa Waiver. The AfDB should follow the UN example.

#### 2.1.2 Possible production approaches explored by the Bank's Technical Team:

**Option A:** This option consists of internally providing the full solution. Under this option, the Bank procures all the equipment necessary to enroll for production of the LP and host them in its premises, train its staff and handles all stages of the production of the biometric LP. It also requires the Bank to create a passport production unit, and seek to singularly obtain certification from ICAO, as well as obtain the buy in from countries.

**Option B:** The second option consist of fully outsourcing the enrolment and production to service providers that are already certified as satisfying ICAO standards, and produce national passports, etc. Under this option, all the necessary equipment and staff to handle all stages of the production of the biometric LP are owned by the Bidder.

**Option C:** The third option consist of partially outsourcing production while the Bank would still be responsible for providing personal information on its staff and certifying the information for the service provider to produce the LP with biometric features, in a controlled environment. The selected operator would have already been certified as producing travel documents meeting ICAO standards. Under this option, all the necessary equipment and software for enrolment, verification of applicant data and issuance are purchased by the Bank, hosted in its premises but the physical production of the biometric LP is done the Bidder.

- 2.1.3 The Bank prefers option "C" for the upgrading of the Bank's LP. This option involves partially outsourcing production while the Bank would still be responsible for providing personal information on its staff and certifying the information for the operator to produce the LP with biometric features. Hence, this TOR also seek recommendations from the bidding Bidders to make proposal for the other two options (A and B) in addition to any other suitable alternative to be considered along with their value added. Below you will find a table which provides more detail on the Bank preferred option and the roles of each of the parties involved.

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### 3 **PROJECT INSTITUTIONAL FRAMEWORK**

- 3.1.1 The General Services and Procurement Department (CGSP) of the Bank represents the Bank in all matters related to the management the acquisition of the equipment and services related to this assignment.
- 3.1.2 To carry out this project (acquisition, contracting, implementation, testing and commissioning) of the solution, the Bank has decided to set up a project team composed of knowledge experts from various departments and units across the Bank (including Protocol, Legal, IT, Security, Business Continuity and General Services and Procurement) to work with the selected Bidder to deliver the solution. The selected Bidder in conducting the assignment should coordinate with the aforementioned project team.

## TECHNICAL REQUIREMENTS (DESIGN, INSTALL, DELIVERY OF THE SOLUTION) AND IMPLEMENTION PLAN

### 4.1 Summary Statement of works

Activity	AfDB	Operator	Number
Develop/update criteria for issuance/reissuance of upgraded AfDB LP	X		n/a
Draft new LP policy and Guide	X		n/a
Receive applications	X		n/a
Verify personal information and employment status	X		n/a
Provide the Bank with an ICAO standards compliant biometric Passport /LP enrolment equipment/kits (Software/hardware) for both Headquarter and Field Offices (30)		X	31 locations
Collect biometric information for each applicant	X		n/a
Certify applications	X		n/a
Control and monitor LPs issued	X	X	n/a
ICAO membership and certification		X	n/a
Manage centralized LP database	X	X	n/a
Update database of LPs issued	X		n/a
Design new LP (Ordinary /Diplomatic)	X	X	02 types
Training of staff		X	10
Provide , install biometric solution, equipment/kits and advise on follow-up maintenance		X	n/a
Produce biometric LPs (Ordinary /Diplomatic)		X	<ul style="list-style-type: none"> <li>• 2500/1000 LPs (one time upgrade)</li> <li>• 200/100 LPs (renewals /year)</li> </ul>
Inform member countries and ICAO of upgraded LPs	X	X	80 countries

### 4.2 Important remarks:

- For Field Offices (FO) (31), the Bank will require the operator to supply biometric equipment/ kits for use in FOs. FO staff will be trained at HQ. Approvals will be done by HQ (Secretary General) to ensure controls and prevent security breaches.
- Biometric information collected from staff applying from FOss must be sent to HQ

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through a secure electronic connection for verification and approval.

- For the ICAO membership and certification Bank will leverage the operator's membership and certification to obtain international acceptance
- Both parties maintain the databases. Once an application is certified by the Bank, the information is submitted electronically to the operator to proceed with production of the LP.
- Eighty (80) AfDB members countries to be informed on the new LP. This number may evolve in the future based on new membership.

#### 4.3 Implementation Plan and Deliverables

The LP upgrade proposal must include at least the following phases and/or components (i) planning, (ii) review and validation of all documents and specifications of the solution; (iii) delivering and installing the solution (hardware and software) at agreed sites; (iv) testing and commissioning; (v) training Bank staff on using and administering the solution.

##### Component # 1: Planning / Design

- a. The selected Bidder must provide (for validation by the Bank) its project team for conducting the assignment, a Project Plan including at least (project team structure, roles and responsibilities, communication plan, Gant Chart with all activities and milestones, approaches for managing changes, training plan etc.).
- b. The selected Bidder will work with AfDB project team to design the LPs to be produced. (Two specimens must be produced for validation by the Bank's Senior Management).
- c. The Bidder must provide, a clear description of the workflow for electronically exchanging staff enrolment data and the enrolment software security mechanisms and workflow for verification and approval of the enrolment data (by the Bank) then the production of the LPs (by the Bidder) thus to ensure that this satisfies the Bank's LPs issuance process and security requirements for handling such sensitive documents.

##### Component # 2: Solution architecture and specifications.

The selected Bidder must provide a clear technical architecture which depicts both logical and physical architecture, involving these related specifications of hardware, operating system, network connectivity, application software, database and user interface and security mechanisms etc...) Conversely, this solution architecture document should have at the minimum a description of the features that may be useful for the Bank to make best use the solution at its upmost capacity.

##### Component # 3: Approach for delivery and installation of the solution at decided sites

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In collaboration with the Bank's Technical Team the selected Bidder will deliver, install and make operational the provided solution (hardware, software) at the sites decided by the Bank. At the end of the installation the Bidder must provide full technical documentation of the solution as designed and as installed.

#### Component # 4: Testing and commissioning Plan

Every piece of equipment of the solution must be tested by both the Bidder and the Bank to ensure that the solution runs as required.

The Bidder must provide a detailed test plan and commission plan including script to conduct the test exercise. The script will be an electronic document containing test procedures that articulate the process and outcome. It should contain check boxes for each test with space and test results. This will become a powerful tool for the Bank's IT staff to utilize in order to proactively prevent future system failures and bugs.

#### Component # 5: Training Plan

The selected Bidder must provide the training plan for the usage and administration of the all the components (applications, databases, security etc.) of the provided solution.

#### Component # 6: Maintenance and Support

Proposed maintenance service level agreement for five year (after 1<sup>st</sup> year warranty) covering existing and new installations for hardware, software, including type of support, timetable for revisions, minimum and maximum time for support reaction in case of problems

#### 4.4 LPs Production and Issuance Facilities Security

The Bidder must provide evidence to that its premises in which the Passports are printed, bound and personalized meet the security requirements, and that the staff employed therein have an appropriate security clearance and arrangements for in transit between facilities and from the facility to the Bank for delivering the LPs. This should be in compliance with description in ICAO 903 document -Section III. Security of design, manufacture and issuance of Part 3. Machine Readable Official Travel Documents - Volume 1.

#### 5. **EXPERTISE AND TOOLS REQUIRED AND LEVEL OF EFFORT**

- 5.1 To successfully fulfil its mission, the Bidder should have a team comprised of highly qualified experts with long-standing and sound and proof experienced biometrics passports implementation and commissioning projects. The team must include a qualified appropriate experts (i.e., Project Manager, IT Security, Secured document management specialist) to undertake this assignment.
- 5.2 In the same vein, the Bidder should guarantee that all tools to be used to successfully carry out the project are available.
- 5.3 The Bidder should also give evidence that it use a master script outline or similar tool to conduct such exercise. The script will be an electronic document containing a test procedure

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that articulates the project outcome of each event. It should contain check boxes for each test with space and test results. Each stakeholder participating in the tests will have a copy of the test script. The scripting documentation when properly designed will be a powerful tool for the Bank's IT staff to utilize in order to proactively prevent future system failures.

## **6. SUMMARY OF EXPECTED PROPOSAL AND FINAL DELIVERABLES,**

### **6.1. Summary of final deliverables**

- A secured installed system and database used for enrolment, production and issuance of LPs;
- Biometric ICAO compliant LP (Ordinary and Diplomatic);
- Trained Bank's staff for the use and maintenance of the solution;

## **7. RESPONSIBILITIES OF THE BANK**

7.1 The project owner is the General Secretariat Vice-Presidency (SGVP) acting through the Bank's Technical Team. A staff member from that Vice Presidency will be appointed to liaise with the Bidder and facilitate access to information required for the conduct of the assignment.

7.2 It is important that key stakeholders are fully involved in the commissioning exercise. In Addition to Project Leader (SEGL) the Bank's Technical Team will include of the following: (i) representatives from the IT Department; (ii) representatives from the Security Unit; (iii) representatives from Business Continuity Unit.

7.3 The solution provider will ensure that these stakeholders work in a coordinated fashion in order to deliver a successful project. The Bidder will lead the process and the Project Owner and the Technical Team will participate in the installation, testing and commissioning of the solution.

7.4 The Bank will provide, at the request of the Bidder, any document (not classified as confidential) and necessary for the implementation of the project. The Bank will assist, to the extent possible, in gathering other necessary information not in its possession but necessary for the success of the project. All documents provided by the Bank must be treated with due confidentiality and returned upon completion of the assignment.

7.5 Facilities and Exemptions: In accordance with Article 57 of the Agreement establishing the Bank and Article 13 Section V of the Headquarters Agreements, the Bank, its property, other assets, income as well as its operations and transactions shall be exempt from all taxation and all customs duties. This exemption shall apply in particular, but without limitation, to: (i) direct taxes and any other indirect taxes and duties, including VAT, and (ii) all customs duties and other levies, prohibitions and restrictions on imports and exports in respect of all articles imported or exported by the Bank for official purposes, etc. The fees for this operation shall be exempt from all taxes in force in Côte d'Ivoire.

## **8. RESPONSIBILITIES OF THE BIDDER**

8.1 *Rendering of the Services: The services of the Bidder shall be provided in accordance with these Terms of Reference and the final contract, draft of which will be provided during the Second Stage.*



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- 8.2 Installation: The Bank shall not cover any of the Bidder's installation costs (office, furniture and other logistics) for the assignment.
- 8.3 Staff: The Bidder shall be responsible for putting together its team of experts. Nonetheless, it shall submit to the Bank the list of names of the expert(s) expected to carry out the assignment, as well as their respective curriculum vitae. It shall not subsequently modify the composition of this team without prior approval by the Bank.
- 8.4 Fees: The fees shall be paid to the Bidder based on the contract tied with the submissions as given above. The fee shall cover the salaries and wages of the staff and sub-consultants assigned to the study, travel and living expenses, the publication and dispatch of documents and equipment, drawing and measuring equipment, computer and other equipment, and other costs such as payment for the services of the local control agency, etc.
- 8.5 Other Expenses: The Bidder shall bear the cost of any other expenses or equipment not mentioned in the present Terms of Reference, but which may be required for the proper performance of the services requested.

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## **PART 3**

### **SECTION VII & VIII- General Conditions and Conditions of Contract**

*(a sample contract will be provided during  
the Second Stage)*

## **AFRICAN DEVELOPMENT BANK GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS, WORKS AND SERVICES**

### **1.0 Constitution of Contract**

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

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

### **2.0 Performance of Contract**

**2.1** *The Contractor agrees to provide the works or services (hereinafter called the "Services"), as the case may be, required hereunder in accordance with the requirements set forth in the Contract or PO documents. The Contractor undertakes to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the Contractor's industry, having due regard for the nature and purposes of the Bank as an international organization and to ensure that the employees assigned to perform any Services under the Contract or PO will conduct themselves in a manner consistent therewith. The Services will then be rendered in (1) an efficient, safe, courteous and businesslike manner; (2) in accordance with any specific instructions issued from time to time by the*

*Bank's designated Project Manager; and (3) to the extent consistent with the above as economically as sound business judgment warrants. The Contractor shall provide the services of qualified personnel through all stages of this Contract/PO. The Contractor shall promptly replace any member of the Contractor's project team that the Bank considers unfit or otherwise unsatisfactory. The Contractor represents and warrants that it is in compliance with all the applicable laws of any jurisdiction in which the Services shall be performed.*

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

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

### **3.0 Conflict of interest**

**3.1** *The remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor shall not accept for its benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its*

*obligations hereunder, and the Contractor shall use its best efforts to ensure that any subcontractors, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.*

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

#### **4.0 Financial Liability, Immunities and Applicable Law**

- 4.1 The financial liability of the Bank under this Contract/PO shall not exceed the total amount of the Contract/PO.**
- 4.2 Nothing in the Contract/PO or relating thereto shall be construed as constituting a waiver of the privileges or immunities of the African Development Bank.**
- 4.3 This Contract/PO is subject to the laws of England, unless otherwise specified in a specific provision of the Contract/PO.**

#### **5.0 Insurance**

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

#### **6.0 Documents**

- 6.1 The Contractor shall furnish all documents and technical information that the Bank may deem necessary for the performance of the Contract/PO. The Contractor shall, in the language requested, attach to each unit of the goods any information necessary for their maintenance and operation.**
- 6.2 The Contract/PO Number must appear on all invoices, shipping documents, packing slips, packages and correspondence.**

#### **7.0 Changes**

- 7.1 The Bank may, at any time by written order designated or indicated to be a change order, make changes to the Contract/PO or any part thereof.**
- 7.2 If any such change increases or decreases the cost of and/or the time required for the performance of any part of the Contract/PO, an equitable adjustment shall be made in the Contract/PO price or time schedule or both, and the Contract/PO shall accordingly be amended. No change in, modification of, or revision to the Contract/PO shall be valid unless in writing and signed by an authorized representative of the Bank.**
- 7.3 Prices indicated in the Contractor's bid shall, at all times, be deemed to be firm and not subject to revision. Works and services for the Bank are exempted from taxes and customs duties. If a Contractor is unable to invoice exclusive of taxes, he shall show these taxes and customs duties on a separate line in the invoice, and the payment will be made free and clear of these taxes and customs duties.**

## **8.0 Payment and Claims**

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

*Financial Control Department*

*The 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.*

## **11.0 Suspension**

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

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

## **12.0 Termination of Contract/PO**

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

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

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

**12.1.3** *For convenience, without assigning any reason.*

**12.2** *Termination of the Contract/PO in whole or in part by the Bank is not limited to a fundamental breach of Contract/PO and*

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

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

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

**12.5** *If the Contractor is found to have engaged in any corrupt or fraudulent practices in connection with the Contract/PO, the Bank may in its sole discretion do any or a combination of the following: (i) declare void or terminate this Contract; (ii) declare the Consultant ineligible*

*to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Consultant. For purposes hereof,:*

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

### **13.0 Period of performance and Liquidated Damages**

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

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

### **14.0 Liability**

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

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

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

#### **15.0 Intellectual Property and Confidentiality**

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

**15.2 The Contractor shall not, while performing the Contract/PO or at any time**

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

#### **16.0 Dispute Settlement**

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

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

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

**16.4** The arbitration shall take place in, a mutually agreed location 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.*



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# SECTION I X Contract

<h2>Contract Agreement</h2>
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THIS AGREEMENT is made the [insert: number] day of [insert: month], [insert: year],  
BETWEEN

(1) [insert complete Name of the Bank], a corporation incorporated under the laws of [insert name of country of Bank] and having its principal place of business at [insert address of Bank] (hereinafter called “the Bank”), and (2) [insert name of Contractor], a corporation incorporated under the laws of [insert name of country of Contractor] and having its principal place of business at [insert address of Contractor] (hereinafter called “the Contractor”).

WHEREAS the Bank desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. [insert list of facilities] (“the Facilities”), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1. Contract Documents**    1.1 Contract Documents (Reference GC Clause 1.5.)

The following documents shall constitute the Contract between the Bank and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Bid and Price Schedules submitted by the Contractor
- (c) Particular Conditions
- (d) General Conditions
- (e) Specification
- (f) Drawings
- (g) Other completed bidding forms submitted with the Bid
- (h) Any other documents forming part of the Bank’s Requirements
- (i) Any other documents shall be added here

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	1.2	<u>Order of Precedence</u> (Reference GC Clause 1.5)	In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.
	1.3	<u>Definitions</u> (Reference GC Clause 1.1)	Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.
<b>Article 2. Contract Price and Terms of Payment</b>	2.1	<u>Contract Price</u> (Reference GC Clause 3.1)	The Bank hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: <b>[insert]</b> amounts of foreign currency in words], <b>[insert]</b> amounts in figures] as specified in Price Schedule No. 5 (Grand Summary), and <b>[insert]</b> amount of local currency in words], <b>[insert]</b> amount in figures], or such other sums as may be determined in accordance with the terms and conditions of the Contract.
	2.2	<u>Terms of Payment</u> (Reference GC Clause 3.2)	<p>The terms and procedures of payment according to which the Bank will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.</p> <p>The Bank may instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of [insert an amount equal to the total named in Schedule 1 less the advance payment to be made for Plant and Equipment supplied from abroad]; and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 500.</p> <p>In the event that the amount payable under Schedule No. 1 is adjusted in accordance with GC 3.1.2 or with any of the other terms of the Contract, the Bank shall arrange for the documentary credit to be amended accordingly.</p> <p>[The Bank may want to insert a similar provision for the payment of the items listed in Schedule 2.]</p>
<b>Article 3. Effective Date</b>	3.1	<u>Effective Date</u> (Reference GC Clause 1.1)	The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled:

- 
- (a) This Contract Agreement has been duly executed for and on behalf of the Bank and the Contractor;
  - (b) The Contractor has submitted to the Bank the performance security and the advance payment guarantee;
  - (c) The Bank has paid the Contractor the advance payment
  - (d) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favor.

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the Parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

**Article 4.**  
**Communications**

- 4.1 The address of the Bank for notice purposes, pursuant to GC 1.3 is: [Insert **full address, and telephone, cable, facsimile numbers and e-mail**].
- 4.2 The address of the Contractor for notice purposes, pursuant to GC 1.3 is: [Insert **full address, and telephone, cable, facsimile numbers and e-mail**].

**Article 5.**  
**Appendices**

- 5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
- 5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

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IN WITNESS WHEREOF the Bank and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Bank

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[Signature]

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[Title]

in the presence of \_\_\_\_\_

Signed by, for and on behalf of the Contractor

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[Signature]

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[Title]

in the presence of \_\_\_\_\_