

**African Development Bank Group
General Services and Procurement Department
Temporary Relocation Agency**



**Corporate Procurement Division
Fax Number: + (216) 71 835 249**

Date: 2nd August 2013

**REQUEST FOR PROPOSALS
PROVISION OF EVENT MANAGEMENT COMPANY FOR THE
AFRICAN DEVELOPMENT BANK
ADB/ICB/CGSP/2013/0111**

Letter of Invitation

Dear Sir/ Madam,

1. The African Development Bank (hereinafter referred to as "AfDB" or the "Bank") requests your proposal for the service(s) specified in this request for proposals (RFP).
2. This RFP includes the following letter of invitation together with its annexes and the appendices to these annexes:
 - Annex 1 : Terms of Reference**
 - Annex 2 : Contents of the Proposal to be submitted
+ Appendix A, B, C, D**
 - Annex 3 : Evaluation Criteria**
 - Annex 4 : Sample contract**
 - Annex 5 : General Terms and Conditions for the purchase of Goods,
Works and Services**
 - Annex 6 : List of Member Countries**
 - Annex 7 : Performance Evaluation Form**
3. Only those bidders that are nationals of member countries of the Bank and whose services that are provided originate from the member countries of the Bank are eligible to submit a bid in accordance with the RFP. The list of member countries is given as in **Annex 6**.
4. A prospective bidder requiring any clarification in relation with the bidding documents may notify the Bank in writing to the Bank's mailing address indicated in these documents. All requests for clarifications must be received by telefax (at the fax number +216-71 835 249) or by electronic mail: tender@afdb.org no later than **23 August 2013**. If a Bidder feels that any important provision in the documents will be unacceptable, such an issue should be raised at this stage. The Bank will respond within a week to all in writing to all prospective requests for clarification or modification of the bidding documents that it receives before **23 August 2013**. Written copies of the Bank's response (including an explanation of the query but with no indication of its source) will be sent to all prospective bidders that have received the bidding documents.
5. Public opening of the technical bids will occur at 15:30 hrs, local Tunis time on **19 September, 2013**.

6. At any time before the submission of proposals, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, amend the RFP. The amendment shall be sent in writing by telefax or email to all invited firms and will be binding on them.
7. Your proposal must be received on or before **15:00 hrs**, Tunis time on **19 September, 2013** by mail, courier or hand-delivery at the addresses given below.

Postal Address: African Development Bank,
Corporate Procurement Division (CGSP.2)
ADB Temporary Relocation Agency (Tunis)
Angle des trois rues: Avenue du Ghana, Rue Pierre de Coubertin,
Rue Hedi Nouria
BP: 323 1002 - Tunis Belvédère, Tunisie

Delivery Address: African Development Bank
ADB Temporary Relocation Agency (Tunis)
Corporate Procurement Division (CGSP.2)
EPI Block B Building, Office 2A2
Angle des trois rues: Avenue du Ghana, Rue Pierre de Coubertin,
Rue Hedi Nouria
BP : 323 - 1002 - Tunis Belvédère, Tunisia

8. Proposals should be enclosed in a sealed envelope (**with both the technical and the financial proposal in separate sealed envelopes**) and addressed to the Bank at the address given below.

Each bidder will submit their proposal in one original and five copies: the original proposal must carry the mention "original" and each of the five copies the mention "copy". The technical proposal (one original + five copies) and the financial proposal (one original + five copies) will each be placed in two separate sealed envelopes (the "internal envelopes").

The following mention should appear on each internal envelope:

- a) the purpose of the present bid
- b) the mention "Technical Proposal" or "Financial Proposal" as the case may be.
- c) the name and address of the bidder.

The two internal envelopes should be placed together in a large single sealed envelope called "**external envelope**", which must be anonymous and, carry only the following label which should be photocopied and placed on the external envelope:

Corporate Procurement Division, CGSP.2
EPI Block B Building - Office 2A2
African Development Bank
ADB Temporary Relocation Agency (Tunis)
Angle des trois rues: Avenue du Ghana, Rue Pierre de Coubertin, Rue Hedi
Nouria
BP : 323, 1002 - Tunis Belvédère, Tunisia
REQUEST FOR PROPOSALS – DO NOT OPEN UNTIL ON BID OPENING DAY
Reference: Provision of Event Management Company - (ADB/ICBP/CGSP/2013/00)

RFP Closing Date and Time: 19 September, 2013 – 15:00 hrs

9. It is the sole responsibility of the bidders to ensure that the sealed envelope containing the proposal reaches the above address before the time and date indicated in paragraph 4 above. When delivered by hand, the proposals must be delivered at the above address during the Bank's working hours from 0800 hrs. to 1200 hrs. and from 1400 hrs. to 1800 hrs.



Monday through Friday except for holidays observed by the African Development Bank. Delivery to any other office of the African Development Bank will be at the risk of the bidder and will not constitute timely delivery. **Proposals received after the above-mentioned closing time or deadline shall be rejected.** If the deadline for submission happens to be a holiday, the proposals will be opened at the same time on the next working day. The Bank may extend the deadline for submission of proposals at any time without incurring any liability to the bidders.

10. Proposals must be submitted in the English or French language in **One Original + Four Copies** (any attachments or appendices and annexes thereto must also be submitted in **One Original + Four Copies**). Each Technical Proposal and Financial Proposal should be marked - **Original** or - **Copy** - as appropriate. **The Technical Proposal** must include information in sufficient detail to allow the Bank to consider whether your company has the necessary capability, experience, knowledge, expertise, and the required capacity to perform satisfactorily the services specified along with any other information that may be requested by Annex 2 of this RFP.
11. It is mandatory for the bidders to submit the **Financial Proposal** by using the bid submission form, attached as **Appendix C** of this RFP, including a description of the proposed services. Any deviation from the requested requirements (see TOR on **Annex 1**) shall be highlighted and explained. Please note that the Bank will only consider those deviations that have an effect of improving the services requested.
12. The evaluation method of the proposal is described in detail in **Annex 3**. For this procurement, evaluation will be based on technical proposals. Only bidders, whose technical proposal meet or exceed the minimum qualification points, will be considered for financial negotiations. Proposals that do not satisfy the pass/fail criteria or receive less than the minimum technical score indicated in **Annex 3** will be rejected and the bidders will be informed accordingly.
13. By submitting the proposal, the bidders confirm that they have taken into account all the documents of this RFP including the addenda (if any), all the annexes and as the case may be, the appendices to annexes. The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.
14. The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes including customs duties. Prices must be expressed in an international freely convertible currency. Surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority as the Bank, its property, other assets, income and its operations and transactions are exempt from any obligation relating to the payment, withholding, or collection of any tax or duty, by virtue of article 57 of the Agreement establishing the Bank.
15. By submitting their bids, each bidder also warrants that they are legally authorized to perform the services and that they are not in default with the tax and social security obligations in their country. The Bank may, at its sole discretion, ask any bidder to provide documentary evidence establishing the same.
16. Proposals should remain valid for a period of not less than ninety (90) days after the deadline date specified for submission.
17. The Bank will award the contract to the bidder(s) selected in accordance with the evaluation criteria given in **Annex 3**. The Bank reserves the right to award one or several contracts as a result of this RFP.
18. The Contract(s) shall be governed by the Terms of References (attached in **Annex 1** of this RFP), and the General Terms and Conditions (attached as **Annex 5** of this RFP). Any such

**African Development Bank Group
Temporary Relocation Agency**



**TERMS OF REFERENCE (TOR)
RECRUITMENT OF AN EVENT MANAGEMENT FIRM TO ASSIST THE BANK'S
GENERAL SECRETARIAT TO ORGANISE THE 2014-2016 ANNUAL MEETINGS
AND 50TH ANNIVERSARY OF THE BANK GROUP**

1. Background

- 1.1 The African Development Bank (hereinafter referred to as the "Bank") is an international financial institution, with its Headquarters in Abidjan, Côte d'Ivoire, and currently operating from its Temporary Relocation Agency (TRA), in Tunis, Tunisia. The Bank's mandate and purpose are to contribute to and assist African countries attain sustainable socio-economic development. In this connection, the Bank finances development projects and programmes on the continent, as well as studies; provides technical assistance; mobilizes resources for the development of the continent; and provides such other services as may advance its purpose. In addition to being Africa's premier development finance institution, the Bank is one of the continent's leading providers of knowledge products on economic and development issues. Currently, the Bank has seventy-seven (77) shareholders comprising fifty-three (53) African countries and twenty-four (24) non-African countries. The Bank's development activities span both Africa's public sector and private sector. The Bank leverages its global partnerships to maximize the development impact of its activities.
- 1.2 In addition to its resources, the Bank manages other funds entrusted to it for financing development projects, programmes and related activities in African countries, including the African Development Fund (the "ADF"), which has a separate Board of Directors, and the Nigeria Trust Fund (the "NTF"). The Bank, the ADF and the NTF constitute the African Development Bank Group (hereinafter referred to as the "Bank Group").
- 1.3 The General Secretariat (SEGL), in addition to managing the Bank's relationship with its shareholders, organizes statutory meetings of its shareholders as well as other meetings and events. These other meetings and events are organised in connection with other organisational units of the Bank including the Office of the Chief Economist (ECON). Over the years, the number of these meetings and conferences has increased considerably, as a result of the growth in Bank Group activities and the enhanced leadership role it is playing in the development efforts of regional member countries.
- 1.4 The principal meetings organized by SEGL on behalf of the Bank include: Bank Group Annual Meetings, meetings of statutory organs of the Boards of Governors (Governors' Consultative Committee (GCC), Standing Committee on the Conditions of Service of

Elected Officers and the Steering Committee on the Election of the President), ADF Replenishment Negotiations, ADF Mid-Term Review and other development-related meetings and conferences. The Bank also organizes every year, the African Economic Conference in collaboration with the United Nations Economic Commission for Africa (UNECA), and other institutions. In 2014, the Bank will celebrate its 50th anniversary in Côte d'Ivoire.

- 1.5 The Bank has two (2) official working languages, specifically, English and French. Its conferences and meetings are conducted in its two (2) official working languages, while statutory meetings are conducted in the four (4) principal languages of its shareholders, specifically, Arabic, English, French and Portuguese.
- 1.6 The Bank has a Permanent Committee on the Organization of the Annual Meetings (PECAM), which leads the activities relating to organization and management of the event. In addition, SEGL has a conference and events management unit which assists organizational units in the Bank in the planning and organization of Bank Group events.
- 1.7 Some of these meetings, particularly the Bank Group Annual Meetings, have grown in size with participants expected to the event over 3,000 people, including Heads of State, Ministers of Finance and Planning, Heads of Institutions, other High Level Officials from Governments and Private Sector Institutions, Media representatives, leaders in Academia, and Representatives of Civil Society. The Annual Meetings is structured as a 5-day event including parallel seminars and workshops, high level debates as well as socio-cultural events. The shareholders of the bank Group entities conduct their statutory business during the 5-day period. During the 2013 Annual Meetings, the Board of Governors decided the venues of Annual Meetings for the next three years: 2014 in Kigali, Rwanda, 2015 in Abidjan, Côte d'Ivoire, and 2016 in Lusaka, Zambia.
- 1.8 The Bank therefore seeks to engage external assistance to ensure that these events are organized and executed in accordance with the highest international standards. It is within this perspective that the Bank has decided to engage the services of a reputable events management firm ("Events Management Firm").

2. OBJECTIVES OF THE EVENTS MANAGEMENT FIRM'S MISSION

BANK GROUP ANNUAL MEETINGS AND 50TH ANNIVERSARY

The principal objectives are to:

- (a) ensure that preparations of the Annual Meetings and the 50th Anniversary ("Events") are done in a timely manner;
- (b) ensure that the facilities provided by the host country, particularly for conferences, accommodation, transport (air and land), information technology, media, catering, and socio-cultural activities meet the required standards set out in the AfDB Annual Meetings Requirements.;
- (c) follow-up with the National Organizing Committee (NOC) of the host country and other relevant government officials, on the implementation of the schedule of activities set out in the Aide Memoire of the First Preparatory Mission to that country, and ensure that the implementation process is consistent with the established Timeline of the Events; and

- (d) work closely with the Office of the Vice-President Secretary General, members of the Permanent Committee on the Organization of the Annual Meetings (PECAM) as well as other staff of the Bank to ensure the effective preparation, management and execution of the Events, in accordance with the highest international standards

3. SCOPE OF ACTIVITIES OF THE EVENTS MANAGEMENT FIRM

The scope of the activities of the Events Management Firm, will involve essentially, non-statutory events related functions of SEGL, as well as the 50th Anniversary. The Firm will assist the Bank and more specifically PECAM in connection with the following:

- (i) **Advisory Role** – Advise and work with the Bank on all aspects of the Events in a cost effective manner while keeping the highest possible international standards;
- (ii) **Conference Infrastructure** – Identifying and evaluating the adequacy, capacity and technical suitability of available conference and meeting facilities; the equipment for simultaneous interpretation and multimedia presentations; office facilities for use during the events; implementing the programming of events, and ensuring the proper setup of the facilities with the highest standards.
- (iii) **Registration** – Identification, invitation and registration of participants both online and at the venue;
- (iv) **Accommodation** – Assessing the capacity and suitability of hotel facilities proposed for the accommodation of delegates and staff; negotiating to the maximum extent possible discount rates and other terms and conditions for the Bank with those hotels and service providers in collaboration with the Government of the host country; managing hotel reservations for participants; and running conference helpdesks at each hotel facility;
- (v) **Catering Services** – manage and supervise the entire catering services including : (i) proposal of menus; (ii) arrangements of the coffee/tea breaks; (iii) seating plans for all lunches and dinners; (iv) negotiating the best possible rates for catering services with service providers;
- (vi) **Information Technology** – Advise and work with the Bank's IT Department (CIMM) on the best IT strategy and initiatives for the Events including : (i) Determining the availability of efficient Information Technology and Telecommunications Infrastructure necessary for the proper organization of the meetings, and designing appropriate IT solutions, (ii) setting up and maintaining IT infrastructure and systems to support the meetings; (iii) designing the appropriate IT mobile applications for the events and any other IT tools required;
- (vii) **Hospitality Services** – Providing the related facilities for delegates, Bank officials and other participants in the Meeting at : (i) at arrival and departures at airports; (ii) at the venue and at hotels when requested;
- (viii) **External Communications** – advise and work with the Bank's Communication Unit (ERCU) and SEGL on the best communication plan for the Events including : (i) contacting appropriate Government

Authorities and local and international media in the host city and arranging for appropriate media coverage of the Events; (ii) designing as well as preparing information and promotional materials; (iii) design appropriate communication tools both for remote and onsite communication; (iv) arranging press coverage and conferences and advising on a communication strategy; (v) identify suitable personalities and moderators for the Events;

- (ix) **Transportation** – discussing and obtaining from the host Government, an agreement on the provision of local transportation in accordance with the Bank's Annual Meeting Requirements, for the use of participants during the Annual Meetings; considering the accessibility of the proposed venue by air from both regional and non-regional member countries, and looking into the accessibility of the Conference Centre from the various hotels; designing an efficient local transportation plan for transporting participants from the airport to hotels and from hotels to the venue of events; and assisting the Bank's travel team in reconfirming flight reservations as well as providing other travel facilitation services;
- (x) **Hospitality and Technical staff** – Providing and/or facilitating hospitality and technical staff for hotels, conference venues, and airports; and
- (xi) **Content Management and Meetings Facilitation** - Identifying and securing suitable speakers per events in collaboration with the Bank.
- (xii) **Propose a sponsorship strategy** for the Annual Meetings of the Bank and identify suitable potential sponsors for the events;
- (xiii) **Propose a checklist of tasks for a successful event management.**

4 Key Qualifications of the Events Management Firm

- 4.1 The assignment requires the services of an internationally renowned Events Management Firm established in one or several Bank Group member countries;
- 4.2 The Firm must demonstrate knowledge of, and extensive experience in, planning, organizing and efficiently managing major international events for International Financial Institutions (IFIs) or similar entities; with a satisfactory record of integrity and business ethics supported by merit certificates (list of corporate clients and appropriate certification);
- 4.3 The Events Management Firm shall have experienced and multilingual professionally trained staff.

5 Duties and Responsibilities of the Firm

- 5.1 Ensure that preparations of the Events are done in a timely manner;
- 5.2 Provide support and assistance to AfDB missions on all non-statutory matters related to the preparation and management of the Events;

- 5.3 Provide advice to the Vice-President Secretary General and PECAM Members of the Bank Group on all matters relating to the successful organization of the Bank Group's Events;
- 5.4 Follow-up with the host Government, the identified priority logistics requirements for organizing the Meetings;
- 5.5 Inform the Bank Group regularly of the critical issues that may delay adherence to deadline and targets;
- 5.6 Establish an effective communication system with the host country Authorities to make sure that the Vice-President Secretary General is regularly informed of the progress achieved and on the achievement and realization of targets and milestones.

6 Consultation and Interaction with the Office of the Vice-President Secretary General / PECAM members and the Government of the Host Country

- 6.1 In performing its duties and responsibilities under the contract, the Firm shall regularly consult and interact with the Office of the Vice-President Secretary General of the Bank and PECAM members. This will include frequent visits to the Bank's Temporary location or Headquarters as well as presence during Bank visits to the venue of the meeting.
- 6.2 The Firm will work closely with the host country Government and other agencies and institutions in the country that may have to provide facilities for organizing the Meetings. Firm representatives will either be in the host country or should visit there regularly to monitor activities on the ground.

7 Outputs/Deliverables

The Firm shall successfully deliver:

- (i) the 2014, 2015 and 2016 Annual Meetings in September of each year in accordance with the ToRs;
- (ii) the 50th Anniversary in 2014 of the Bank in accordance with the ToRs.

8 Reporting

- 8.1 The Firm shall prepare and submit to the Bank for review and comments, monthly and other periodic reports, as agreed, on progress on all aspects of the preparation of the meeting including key statistics on the participants during and at the end of the Events;
- 8.2 The Firm shall also submit the result of the survey to be carried out at the end of the Events with participants.

9 Insurance Requirements

- 9.1 The selected Event Management Firm shall assume all responsibility for its actions and those of anyone else working for it while engaged in or travelling to or from any activity connected with this contract. The Event Management Firm shall subscribe to adequate



insurance coverage to protect it and the Bank from any property damage or bodily injury claims arising from their execution of this contract;

- 9.2 Evidence of the insurance coverage shall be provided in the form of a certificate, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract.

10 Oral Presentations

Prior to signing the contract, the Bank may request a prospective bidder to make an oral presentation to clarify aspects of their submission and also participate in a question and answer session. The purpose of this would be to evaluate the Event Management Firm capabilities as specified in this Terms of Reference. The presentation must be made by one or more of the personnel who will manage or supervise contract performance upon award to the bidder.

11 Disaster recovery

The Bank requires that contractors take measures to ensure their capability of continuing to provide services in accordance with the requirements of any contract in the event that the contractor's normal place of business is threatened or affected by a disaster, labor dispute or other unforeseen circumstances. Bidders should provide details of the current disaster recovery and business continuity program they may have in place and how this would ensure continuous provision of the required services if contract is awarded.

12 Focal Point in the Bank

The focal point in the Bank for the Assignment shall be the Office of the Vice-President Secretary General, and Conference Services staff. The Office of the Vice President Secretary General shall support and provide necessary guidance to the Firm in performing the Assignment.

13 Contribution of the Bank

In order to assist the Firm to successfully complete the assignment, the Bank will provide information and assistance as necessary or appropriate.

14 Duration of Assignment

The assignment will be for a period of three (3) years to cover the Annual Meetings for 2014, 2015 and 2015 And the Bank's 50th Anniversary in 2014.

15 Performance Evaluation

The Bank will conduct periodic performance evaluations of the selected bidder after each event, according to the criteria determined by the performance evaluation sheet (Annex 7) which may also be modified in agreement with the Event Management Firm. The bidder will be provided with a report of these periodic evaluations. Faults detected will be immediately reported in writing to the attention of the Event Management Company, as well as opportunities for improvement in order to meet the standards and market quality. In the event of continuous sub-standard performance, the Bank may proceed with termination of contract.

**African Development Bank Group
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CONTENTS OF THE PROPOSAL

All submissions must be written in English or in French. The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder and the Bank shall be written in the English or French languages. Any printed literature furnished by the Bidder written in another language shall be accompanied by English or French translations of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English or French translations shall govern. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

1. Technical Proposal (Technical Envelope)

- (a) In respect of article 9 of the Letter of Invitation, the bidder must submit the following documents:
 - A statement of conformity (using format as described in **Appendix A**)
 - Power of attorney, if applicable
- (b) **Proposed solution.** This section should demonstrate the Bidder's responsiveness to the Terms of Reference by identifying the specific components proposed, addressing the requirements, as specified, point by point; and should also include any other value-adding services that were not indicated in the TOR but that the bidder may wish to offer the Bank.
- (c) **Details of the proposed methodology,** including but not limited to:
 - Conference Infrastructure;
 - Registration;
 - Accommodation ;
 - Catering Services;
 - Information Technology;
 - Protocol services;
 - Communications;
 - Transportation;
 - Hospitality and Technical Staff;
 - Content Management and Meetings Facilitators;
 - Procedures to be used to meet the Bank's service requirements at minimum costs.
- (d) **Implementation Plan:** The Event Management Company shall describe the plan of action. Please include:
 - a project plan outlining the timeline of all responsibilities, critical path;
 - action items indicating party responsible for implementation [i.e., Bidder or the Bank];
 - resource requirements and any other critical item for implementation;
 - period required to commence services.

- (e) **Experience and past performance:** bidder should provide at least three attestations duly signed by the companies for which the bidder provided similar services. The document should include signatory name, telephone and fax numbers.
- (f) **Management Plan:** bidder must provide a comprehensive and complete written general management approach towards the project that clearly provides a practical approach and includes the following:
- i. Quality Assurance and Control including complaints management process; surveys and implementation of survey; findings;
 - ii. Details of disaster recovery program and business continuity management.
- (g) **Qualification of Proposed personnel:** professional experience and educational qualifications for this project (use format as described in **Appendix D and D-1**).
- ✓ Bidders should provide detailed information on the lead person, attaching his/her curriculum vitae, setting out his/her:
 - Suitability for the assignment;
 - Relevant skills and experience;
 - Outline the precise role the lead person will play;
 - ✓ For all proposed team members, setting out:
 - Suitability of each person for the proposed roles in terms of his/her relevant skills and experience;
 - Professional role that each of them will fulfill in the assignment
 - ✓ The bidders must provide a summary chart containing all the proposed people to be used for the assignment (use format in **Appendix D-2**);

2. Financial Proposal (Financial envelope)

The financial proposal will include:

- a bid submission form, fully completed and signed (using format as described in **Appendix B**);
- a general table summarizing pricing (**Appendix C**);
- any applicable discount; and
- the draft contract initialed on all pages, but not yet signed

3. Currencies of Bid

For purpose of evaluation, the Bank will convert all bid prices into the Bank's Unit of Account by using the Bank's monthly moving average rate for the applicable month (deadline for submission of quotations). The currency that shall be used to convert all bid prices expressed in various currencies into a single currency is: **UA** (Unit of Accounts).

(To be included in the Technical Proposal)

A STATEMENT OF CONFORMITY

To the African Development Bank
PO 323, 1002 Tunis Belvedere
Tunisia

Dear Madam, Sir,

Having examined the Request for Proposals documents (ADB/ICBP/CGSP/2013/0111), we, the undersigned, offer to provide the Bank, with the Event Management Firm in conformity with the Request for Proposals mentioned above, in the amount indicated in the Price Schedule form included in our Financial Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services required in this Request for Proposals within the time frame stipulated in our Proposal.

We agree to abide by this proposal for a period of ninety (90) days from the date of the submission of the proposals in the Request for Proposals, and it shall remain binding on us and may be accepted by the Bank at any time before the expiration of that period.

Dated

Signature

In the capacity of

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

(To be included in the Financial Proposal)

BID SUBMISSION FORM

To the African Development Bank
PO 323, 1002 Tunis Belvedere
Tunisia

Dear Madam, Sir,

Having examined the Request for Proposals **ADB/ICBP/CGSP/2013/0111**, the receipt of which is hereby acknowledged, we the undersigned, offer to provide the requested services in full conformity with the said Request for Proposals in the total amount (free and clear of all taxes) of *[amount in words], [amount in figures]*.

We agree to abide by this proposal, for a period of ninety (90) days from the proposal submission date as stipulated in the Request for Proposals, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

Dated:

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

[Signature]

In the capacity of

[Position]



PRICE SCHEDULE FORM

1. BASE OFFER

	Type of Services	Number of Unit	Cost per Unit	Estimated Total p.a.	Currency
1	Conference Infrastructure				
	1.a Personnel				
	1.b Logistics				
	1.c Others				
2	Registration				
	1.a Personnel				
	1.b Logistics				
	1.c Others				
3	Accommodation				
	1.a Personnel				
	1.b Logistics				
	1.c Others				
4	Catering Services				
	1.a Personnel				
	1.b Logistics				
	1.c Others				
5	Information Technology				
	1.a Personnel				
	1.b Logistics				
	1.c Others				
6	Protocol Services				
	1.a Personnel				
	1.b Logistics				
	1.c Others				
7	Communications				
	1.a Personnel				
	1.b Logistics				
	1.c Others				
8	Transportation				
	1.a Personnel				
	1.b Logistics				
	1.c Others				
9	Content Management and Meetings Facilitation				
	1.a Personnel				
	1.b Logistics				
	1.c Others				
10	Please include any other services				
TOTAL					



2. OPTION – Bidders may propose any other method of remuneration

A handwritten signature in black ink, appearing to be a stylized 'M' or 'J' followed by a flourish.

Personnel Capabilities

Name of Bidder

The bidder is required to complete this form for key positions who will be in charge of the implementation of the project and who will be the contact person between the bidder and the Bank.

The data on their experience should be supplied on separate sheets using one Form D-1 for each candidate and each member of the proposed staff.

Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1.	Title of position:
	Name of prime candidate:
	Name of alternate candidate:
2.	Title of position:
	Name of prime candidate:
	Name of alternate candidate:
3.	Title of position:
	Name of prime candidate:
	Name of alternate candidate:
4.	Title of position:
	Name of prime candidate:
	Name of alternate candidate:

Candidate Summary

Name of Bidder

Position		Candidate _ Prime _ Alternate	
Candidate information	Name of candidate	Date of birth	
	Professional qualifications		
Present employment	Name of Employer		
	Address of Employer		
	Telephone	Contact (manager / personnel officer)	
	Fax	e-mail	
	Job title of candidate:	Years with present Employer	
Role in Bank's contract:			

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



Summary chart containing all the people to be used

Sr No	Name	Position in team	Current position	Years of experience	Relevant specialist areas of knowledge demonstrating suitability for position
1					
2					
3					
4					
Etc.					



**African Development Bank Group
Temporary Relocation Agency**



EVALUATION CRITERIA

3.1 DETAILS OF THE EVALUATION

- (a) A pass/fail assessment will be carried out to determine whether the proposals meet the minimum pass/fail criteria indicated below.
- (b) Technical proposals determined to meet the minimum pass/fail criteria shall be evaluated as indicated in clause 3.3.
- (c) Firms scoring less than 75 points will be rejected and their financial proposals returned unopened.
- (d) The financial evaluation will be carried for bids which have satisfied the minimum technical evaluation score of 75 points.

3.2 PASS/FAIL ASSESSMENT

If the Bidder fails an item they will be disqualified and will not proceed further in the Technical Evaluation.

	PASS/FAIL CRITERIA <i>Offers must meet all the mandatory criteria described below. Incomplete responses or lack of response to mandatory requirements will make the offer non-receivable.</i>	YES	NO
1	The bid form (Appendix A) must be completed and signed by a person or persons duly authorized to bind the company to the pricing and contract A power of attorney shall be attached to the bid form, if applicable.		
2	Eligibility Criteria: Interested companies and products must originate from one of the Bank's member countries listed in the Request for Proposals.		
3	Must be in business in the role of contractor, subcontractor, or management contractor for at least the last three years prior to the applications submission deadline, and must have a permanent distribution center. Provide three (3) references comparable to the		

	<p>AfDB in size whose account the Bidder has for Corporate cards.</p> <p>Please include the following information for each reference provided :</p> <table border="1"> <thead> <tr> <th></th> <th>Reference no 1</th> <th>Reference no 1</th> <th>Reference no 1</th> </tr> </thead> <tbody> <tr> <td>Company name and address</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contact name, title, phone number and & email address</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Number of Cards</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Reference no 1	Reference no 1	Reference no 1	Company name and address				Contact name, title, phone number and & email address				Number of Cards					
	Reference no 1	Reference no 1	Reference no 1																		
Company name and address																					
Contact name, title, phone number and & email address																					
Number of Cards																					
4	Financial Criteria: Audited Financial Statement for the past three years (2010, 2011 and 2012 or latest) must be provided. The required minimum average turnover shall be equivalent to EUR 1,000,000.00																				
5	Provide the total number of Corporate cards in your portfolio and total charge volumes and values (the minimum required is 5,000 cards)																				
6	The Bidder must have experience in managing large scale events (e.g. World Bank/IMF Annual meeting, World Economic Forum, etc.) Please provide details.																				
	Remarks (Accept/ Reject for the next Stage)																				

3.3 TECHNICAL EVALUATION (Please refer to annex 2 for details)

3.3.1 The evaluation shall be based on the criteria and assigned scores specified below.

	CRITERIA	SCORE
1	Understanding of the requirements and Proposed Solution to achieve the objective of the TOR: (Brief description of procedure to be proposed by the Event Management Firm in order to achieve the objectives of the TOR. Include any other value-adding services that are proposed but was not indicated in the TOR.	15
2	Proposed project methodology: Conference Infrastructure; Registration; Accommodation ; Catering Services; Information Technology; Protocol services; Communications; Transportation; Hospitality and Technical Staff; Content Management and Meetings Facilitators; Procedures to be used to meet the Bank's service requirements at minimum costs (Cost Efficiency).	10
3	Experience and past performance of the Event Management Company: Attestations from at least three clients showing successful performance of similar services.	30
4	Implementation Plan: Timeline for transition and successful assumption of responsibilities; action times clearly identifying responsible parties; resource requirements or other critical needs for successful implementation; period required to commence services.	10
5	Management Plan: Proposed quality assurance methodology; emergency requests; complaints management; surveys and implementation of survey; findings; disaster recovery and business continuity management.	15
6	Human Resources: <ul style="list-style-type: none">• Proposed Management structure and number of staff proposed for the account• Qualifications and experience of proposed Operations or Relationship Manager• Experience of other proposed team members	20
	TOTAL	100

3.3.2 An offer is declared technically valid and is considered for the financial analysis if it obtains a minimum score of seventy five (75) points.

3.3.3 Firms scoring less than 75 points will be rejected and their financial proposals returned unopened.

3.3.4 Bidders obtaining the qualifying minimum technical score will be advised and their financial envelope will be opened. The financial proposals will first be checked for completeness and corrected for computational errors.

3.4 FINANCIAL NEGOCIATION

- 3.4.1 The Selection of will be based on technical quality only. The award shall be made to the bidder receiving the highest final technical evaluation score (above 75%) and ranked no "1" and with whom satisfactory price and terms can be negotiated and agreed.
- 3.4.2 The Financial Proposal of the firm with the highest technical scores will be opened and price negotiation will be carried out. If negotiation with the highest bidder is not successfully concluded the Bank will enter into negotiation with the next bidder with technical scores of more than 75%.

3.5 AWARD OF CONTRACT

- 3.5.1 The Bank will sign contracts with the Bidder(s) with whom the most technical qualify and satisfactory price, terms and conditions have been agreed.
- 3.5.2 The Bank will then inform other bidders that their proposals were not selected and return the unopened financial proposals.
- 3.5.3 The successful bidder(s) is expected to begin running services on the date and at the location agreed and specified in the contract.



**African Development Bank Group
Temporary Relocation Agency**



**DRAFT CONTRACT
PROVISION OF EVENT MANAGEMENT FIRM
No ADB/CTR/CGSP/2013/0111**

This SERVICE CONTRACT ("Agreement") is entered into by and between

The **African Development Bank**, an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE d'IVOIRE and currently operating from its Temporary Relocation Agency in Tunis, 15 Avenue du Ghana, BP 323-1002, Tunis- Belvédère, TUNISIA ; hereinafter referred to as the "**Client**" or "**AfDB**" or "**the Bank**" ; and

....., formed and existing under the laws of..... (hereinafter referred to as the "**Contractor**"), whose address , of the other part.

And

..... (hereinafter referred to as the "**Contractor**") whose head office is situated at
.....

WHEREAS:

- (i) As previously pointed out that:
The Bank invited the Contractor to bid for the provision of an Event Management Firm and has accepted a bid by the Contractor for the supply of these services on a non-exclusive basis, pursuant to the terms and conditions in this Contract; and
- (ii) The Contractor represents and warrants that it possesses the competence and resources to supply and perform the Services (as defined below).
- (iii) The Contractor agrees to provide the Services according to the timeline set out in each relevant document in [Country], after receiving a formal request from the Bank.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

ARTICLE I – CONTRACT DOCUMENTS

The following documents (hereinafter referred to as "Contract Documents"), shall be deemed to form, and be read and construed as integral part of this Contract, viz.:

- Annex 1: Terms of Reference;
- Annex 2: Contractor's Technical Proposal;
- Annex 3: Price Schedule;
- Annex 4: General Terms and Conditions for the Purchase of Goods, Works and Services;
- Annex 5: Code of Conduct for Supplier;
- Annex 6: Supplier Performance Evaluation.

All documents forming the Contract Documents are intended to be correlative, complementary, and mutually explanatory.

ARTICLE II – SCOPE OF SERVICES

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

2.2 Notwithstanding Article 3 hereof, the Bank shall be entitled to modify the Terms of Reference provided however, that no such modification shall change the essential nature or purpose of the Services. If, as a consequence of such modification, the scope of the Services is significantly changed, the Contract Amount (as defined in Section 4.1 hereof) may be adjusted by the Bank.

2.3 The Services shall be provided in a fit and proper manner in keeping with the standards of the market and the terms of this Contract.

ARTICLE III – DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

3.1 The Contractor shall perform the Services to the satisfaction of the Bank in accordance with the Terms of Reference and shall submit to the Bank satisfactory and complete deliverables as required under the Terms of Reference.

3.2 The Contractor shall devote such time as may be necessary for the proper performance of the Services.

3.3 The Contractor shall promptly give to the Client all such information and reports as may be reasonably requested and seek guidance and direction from the Client on in connection with matters relating to the provision of the Services.

3.4 The Contractor shall not do or omit to do any act, which would or might cause a breach of the Agreement or damage to the image and/or reputation of the Client or any of its affiliates and/or partners.

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

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

3.7 The Contractor shall seek and obtain all necessary visas as shall be required for carrying out the Services and for performing its obligations under this Agreement. The Bank shall, as

necessary, use reasonable efforts to assist the Contractor in obtaining such visas and/or residence permits.

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

ARTICLE IV – COMMENCEMENT AND DURATION

The Contractor shall commence the Services on and shall carry out the Services for an initial period of three (03) years, in accordance with the schedules and time limits established under the Terms of Reference, or as otherwise indicated to the Contractor in writing by the Bank.

ARTICLE V – AMOUNT AND PAYMENT TERMS

5.1 The Bank shall, subject to satisfactory performance of the Services, pay to the Contractor the amounts as set out in the Payment Terms and Conditions (Annex 3 of this Contract), which forms an integral part of this Contract. It is agreed that such payment terms shall be reviewed by the parties in good faith with effect from each anniversary of the commencement of this Contract, or more frequently if required;

5.2 Payment of the Contract Amount shall be in accordance with the modalities specified in Annex 3 to this Contract.

5.3 Payments shall be made promptly by the Bank and in any case, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and for which there are no disputes relating to the invoice to the following Contractor account:

.....
.....
.....
.....

ARTICLE VI – TAXES AND DUTIES

The Contract acknowledges that in accordance with Article 57 of the Agreement Establishing the African Development Bank ("Specific Agreement"), the Bank, its property, other assets, income and its operations and transactions are exempt from all taxation and customs duties; and the Bank is exempt from any obligation to pay, withhold or collect any taxes or duties. Accordingly, the Supplier hereby authorizes the Bank to deduct any taxes, duties and/or other similar charges or imposts included by the Supplier on any invoice submitted by virtue of this Contract or other agreements, any of its Annexes or any amendment thereof before paying such invoice without cost to the Bank.



ARTICLE VII – REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CONTRACTOR

The Contractor shall exercise all reasonable due competence, skill, care, efficiency and diligence in accordance with the highest professional standards in the performance of the Services.

- 7.1 The Contractor represents and warrants that no employee of the Bank involved in the award of this contract, has received, or will receive, directly or indirectly, any benefit or advantage from the Contractor, or any of the Contractor's Associates, resulting from the award of this contract or its performance. If the Contractor or any of the Contractor's Associates is found to have engaged in any corrupt or fraudulent practice in connection with this Agreement, the Bank may, in its sole discretion, do any or a combination of the following: (i) declare void or terminate this Agreement without liability for payment of the Contractor Fee or any part thereof; (ii) declare the Contractor ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Contractor. For purposes hereof, "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an individual in the procurement process or in contract execution, and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, or collusive practice among bidders prior to or after bid submission.
- 7.2 The Contractor represents and warrants that it has the full power and authority, corporate or otherwise, and has taken all action necessary, to execute, deliver and perform its obligations under this Agreement. Neither the execution, delivery or performance of this Agreement, or any other document executed by the Contractor in connection herewith, has resulted or will result in any breach of any provisions of, or constitute a default (or an event which with or without notice and/or lapse of time would constitute a default) under any material agreement or instrument to which the Contractor is a party or by which it is bound. This Agreement has been duly and validly authorized, executed and delivered by the Contractor and constitutes a legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms, except as such enforceability may be limited by applicable (i) bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally; and (ii) moratorium laws from time to time in effect.
- 7.3 The Contractor represents and warrants that it possesses sufficient expertise, qualifications, skills, competence and know-how to perform each of the Services required of it herein and to carry out all of its duties and responsibilities set out in this Agreement and that all information given concerning such experience, qualifications, competence and skills is accurate.
- 7.4 The Contractor represents and warrants that all Services shall be performed in compliance with the details outlined in Annex 1.
- 7.5 The Contractor represents and warrants that it is in compliance with all the applicable laws and regulations in force at its place of incorporation.
- 7.6 The Contractor covenants that during the term of this Agreement it shall abide by, and take all measures necessary to enable it to be in compliance with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.7 The Contractor represents and warrants to the Bank that: (i) the execution and delivery by the Contractor of this Agreement, the consummation of the transactions contemplated

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

ARTICLE VIII – RELATIONSHIP OF THE PARTIES, INDEMNIFICATION

- 8.1 The relationship of the Contractor to the Client will be that of independent contractor and nothing in this Agreement shall render the Contractor or any of its Representatives an employee, worker, agent or partner of the Client and the Contractor shall not hold itself out as such and shall procure that any Representative shall not hold himself out as such. Accordingly, the Contractor hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Contractor, or the Contractor's Associates.
- 8.2 The Contractor hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses ("Losses") (including, without limitation, reasonable attorneys fees) which the Bank may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Contractor or any of the Contractor's Associates including without limitation all third party claims, and the Contractor will reimburse the Bank for all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses. The Contractor shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property or industrial design rights arising from the performance of the Services by the Contractor and any of the Contractor's Associates.
- 8.3 The provisions set out in this Article shall survive the expiration or termination of this Agreement.

ARTICLE IX – COMPENSATION

- 9.1 In consideration for the due and diligent performance by the Contractor of this Agreement, the Client shall pay the Contractor the total amount specified in Section 1 of Annex II (hereinafter referred to as the "Contractor Fees"), forming an integral part hereof.
- 9.2 Payment of the Contractor Fees shall be in accordance with the modalities specified in Section 2 of Annex II to this Agreement.

ARTICLE X – CONFLICT OF INTERESTS

- 10.1 The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the contract. Any conflict of interests which could arise during performance of the contract must be notified to the Client in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.
- 10.2 The Contractor shall ensure that his staff, advisors, board and directors are not placed in a situation which could give rise to conflict of interests. The Contractor shall replace, immediately and without compensation from the Client, any member of his staff or advisors exposed to such a situation.
- 10.3 The Contractor, by signing this Agreement, covenants that neither itself nor any of its experts, employees or agents has any public or private interest, direct or indirect, nor shall acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of the Contractor's obligations under this Agreement. The Contractor also agrees to excuse or else disqualify itself from any business or other arrangement which conflicts with the Contractor's performance under this contract.
- 10.4 Except as otherwise agreed by the Bank in writing during the term of this Agreement, the Contractor and any entity in which the Contractor has a professional participation or interest shall be disqualified from supplying any goods, performing any work or service related to or resulting from the Services.

ARTICLE XI – ADDITIONAL SERVICES

- 11.1 The Client may at any time require the performance by the Contractor of additional services which the Contractor shall duly perform in consideration of appropriate additional remuneration to be mutually agreed in writing in advance between the parties hereto.
- 11.2 The above additional services shall not include the correction or re-execution of all or any part of any stage of the Services in the event that such correction or re-execution is required by the Client as a result of the action, inaction, default, negligence of the Contractor or any member of their staff. Any expenses resulting from such correction or re-execution of all or any part of the Services shall be borne by the Contractor.
- 11.3 In the event that, after the completion of any stage of the Services, the Client shall require variation of any aspect of the Services then such variation shall constitute additional services and shall attract an additional remuneration as shall be mutually agreed in writing in advance between the parties hereto; provided that partial modification of the services to meet the requirements of the Client shall not be considered as additional services.

ARTICLE XII – DURATION AND EXPIRY

- 12.1. This Agreement shall enter into force on the Effective Date which shall be the date of last signature by the parties.
- 12.2 Unless terminated or otherwise indicated in writing by the Bank, this Agreement shall expire no later than the earlier of ***[Date inserted should be the expected completion date plus sixty (60) days]*** or date on which all obligations arising out of or under the contract have been discharged, except for those expressly stated to survive the termination of this Agreement.

ARTICLE XIII – TERMINATION

- 13.1 This Agreement may be terminated by the Client without cause upon 15 (fifteen) days prior written notice to the other party and upon payment of the costs and expenses incurred so far by the Contractor.
- 13.2 The Bank may terminate this Agreement at any time without advance notice in the event the Contractor engages in misconduct. For purposes hereof, “misconduct” means conduct that is unlawful or improper, and that the Bank determines in its discretion, reflects seriously and adversely on the Bank.
- 13.3 The Contractor may terminate this Agreement if the Bank has, within a period of forty-five (45) days after the due date, failed to pay any amount due to it in respect of which no dispute has arisen.
- 13.4 The Bank and the Contractor may terminate this Agreement by mutual agreement in writing.
- 13.5 During the period following notice of termination and prior to the effective date of termination, the Contractor and the Client have the same rights, duties, privileges and obligations as if notice had not been given.
- 13.6 Upon termination of this Agreement the Contractor shall take immediate steps to end the performance of the Services in a prompt and orderly manner, mitigating any losses and keeping further expenditures to a minimum. The Bank shall be liable only for payment, in accordance with the payment provisions of this Agreement, for the part of the Services actually performed and expenses reasonably incurred prior to the effective date of termination.
- 13.7 The Client shall furthermore have the right to terminate this Agreement immediately by giving written notice to the Contractor in the event that (a) the Contractor goes into liquidation (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that other party’s assets or if that other party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that other party or any similar occurrence under any jurisdiction affects that other party; or (b) the Contractor ceases or threatens to cease to carry on business or is removed from the relevant register of companies.
- 13.8 On the termination date, the Contractor shall deliver to the Client any Client property in its possession and any original or copy documents obtained by the Contractor in the course of providing the Services or that contain Confidential Information. The Contractor undertakes to irretrievably delete any information (including all Confidential Information) relating to the



business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the Contractor's possession or control.

ARTICLE XIV – CONFIDENTIAL INFORMATION

- 14.1 A confidential relationship between the Contractor and the Client exists by reason of which the Client has disclosed, and may in the future disclose, commercially valuable Confidential Information, including ideas, methods, concepts, analysis, studies, research, business strategies, and internal plans and information about the Client, its business and its products. For purposes hereof, "Confidential Information" refers to all documents, statistics, reports, data or other information whether in written, oral or other tangible form provided, or made available to, or created, obtained, compiled or prepared by the Contractor in respect of, in connection with or by virtue of this Agreement.
- 14.2 In the furtherance of this Agreement, the Client may cause to be disclosed to the Contractor certain Confidential Information.
- 14.3 The Contractor represents and warrants that it and its affiliates, its officers, shareholders, agents and employees shall keep the Confidential Information secret and confidential and shall, for the term of this Agreement and for a period of 20 (twenty) years from the termination hereof, not divulge any such Confidential Information or knowledge to any person, corporation, or other entity, or use the Confidential Information in any way whatsoever, except as may be authorized by the Client in writing.
- 14.4 The Contractor must use its best efforts to prevent its former employees from disclosing Confidential Information to any third party, and must require all such employees to return to the Contractor and account for all materials containing Confidential Information.
- 14.5 The Contractor shall not make any public statement regarding the Client or publish any articles, studies or analysis directly or indirectly related to the Client or the Client's business without the prior written consent of the Client.
- 14.6 The Contractor shall exercise sufficient control over any Confidential Information in order to preserve the confidential nature thereof, and to safeguard the Confidential Information from theft and/or access by unauthorised personnel and third parties and to ensure that Confidential Information is not used in an unauthorised manner.
- 14.7 The obligations of the Contractor will not be deemed to have been breached to the extent that Confidential Information: (a) is disclosed by the Contractor to the Contractor's Associates solely in order to comply with obligations, or exercise rights, under this Agreement; or (b) is in the public domain other than due to a breach of Section 11.3. Where the Contractor discloses Confidential Information to another person pursuant to clause (a) above, the Contractor will (a) notify the receiving person that the information is Confidential Information and (b) not provide the Confidential Information unless the receiving person agrees to comply with the terms and conditions set forth in Section 11.3. In every instance, the Contractor shall notify the Bank (a) of such disclosure to the Contractor's Associates prior to making such disclosure, and (b) promptly of any breach of its confidentiality obligations when it has learnt of such a breach.
- 14.8 The Contractor shall not publish or cause or permit to be published, without the prior written approval of the Bank, the existence of this Agreement nor any conclusions or

recommendations nor part thereof formulated in the course of or as a result of the performance of the Services.

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

14.10 The Contractor further agrees to include the contents of this Article in all subcontracts and consulting agreements entered into by the Contractor for the performance of Services under this Agreement.

14.11 The provisions of this Article shall survive the expiration or the termination of this Agreement.

ARTICLE XV – EVALUATION OF THE CONTRACT

15.1 This Contract will be evaluated after each event. The quality of delivery of goods will be assessed using performance criteria on which the Supplier agrees (Annex 6). Faults detected will be immediately reported in writing to the attention of the Supplier, as well as opportunities for improvement in order to meet the standards and market quality.

15.2 The results below those expected by the Bank and the failure to obtain the minimum required score for each criterion expose the Supplier to sanctions ranging from formal termination of the Contract.

ARTICLE XVI – ASSIGNMENT AND SUBCONTRACTING

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

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

16.3 Notwithstanding any such consent given by the Bank pursuant to Sections 12.1, or 12.2 above, the Contractor hereby guarantees full compliance by each of the Contractor's Associates with the terms of this Agreement and the prompt performance by each of them of the subcontracted parts of the Services. The Contractor further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Services.

ARTICLE XVII – INSURANCE AND INDEMNIFICATION

17.1 Neither party shall be liable to the other for any loss of business, loss of profits, or for any form of indirect, special or consequential loss or damage, save for loss of reputation and loss



of goodwill, whether arising from negligence, breach of contract, tort, breach of statutory duty or otherwise provided always that nothing in this Agreement shall exclude or limit any Party's liability for fraudulent misrepresentation, misconduct, and gross negligence; death or personal injury caused by its negligence; and/or any other liability which cannot be lawfully excluded or limited.

- 17.2 The Contractor shall be liable for any injury, loss or property damage arising out of the use of the Contractor's equipment and provision of Services and/or caused by any acts or omissions of the Contractor or any other related persons/entities.
- 17.3 The Contractor shall procure and maintain adequate Commercial General Liability (CGL) providing for a total combined single limit for bodily injury and property damage of USD 1,000,000.00 per each and every occurrence. The Contractor shall submit proof of insurance with premium payment receipt, as and when required to do so by the Client.
- 17.4 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its own property and equipment, and other property and equipment in its custody, used for the execution of this Agreement. The Contractor shall provide on demand and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement.
- 17.5 The Contractor shall be responsible for medical insurance coverage for its experts and employees performing the Services hereunder in accordance with relevant industry norms and standards. The Bank shall have no responsibility whatsoever for such coverage or for any medical expenses that the Contractor or its employees, agents, affiliates, contractors, subcontractors or other persons deriving authority from the Contractor (collectively hereinafter referred to as the "Contractor's Associates") may incur.

ARTICLE XVIII – FORCE MAJEURE

- 18.1 The definition in this Clause applies in this Agreement. "Force Majeure" means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under this Agreement, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of such party, and (d) occurs without the fault or negligence of such party.
- 18.2 A party who becomes aware of a Force Majeure event or condition shall forthwith notify the other party of the nature thereof and shall inform the other of the period for which it is estimated that such Force Majeure will continue and of the extent of its effects on such party's performance of its obligations hereunder. The affected party shall take all reasonable steps to mitigate the effect of the Force Majeure Event.
- 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 this contract or any part thereof by more than sixty (60) days, either party shall have the right, by notice to the other party, to terminate this Agreement.

ARTICLE XIX – DISPUTE SETTLEMENT

- 19.1. The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Agreement amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the "Notice of Dispute") specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.
- 19.2. If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or disagreement, either party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force.
- 19.3. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) days after the date of the Notice of Dispute, the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration ("LCIA") shall act as the appointing authority.
- 19.4. The seat of arbitration shall be London, England.
- 19.5. The language to be used in the arbitral proceedings shall be English.
- 19.6. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.
- 19.7. Nothing contained in this Agreement 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.
- 19.8. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XX – NOTICES

- 20.1 Any notice or request required or permitted to be given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and addressed to such officer duly authorized to receive and act upon the same.
- 20.2 Any such notice or request shall be duly made or given when delivered by hand, or by certified mail, or sending it by fax to the relevant Party. A notice shall be deemed received: (i) if delivered by hand, at the time of delivery; (ii) if by fax, at the time of transmission of the fax, provided that the fax is properly addressed and transmitted and confirmation of good receipt is obtained by the sender; or (iii) if by certified mail, on the date on which confirmation of receipt is signed by, or on behalf of, the recipient.
- 20.3 Notice shall be in the English language.
- 20.4 Notices shall be sent to a Party at its address or facsimile number set out below:

For the Bank:

Mailing Address : African Development Bank
15 Avenue du Ghana, BP 323-1002,
Tunis-Belvédère, Tunisia

Attention: Division Manager
Corporate Procurement, CGSP.2

Fax: +216 83 52 49

For the Contractor:

Mailing Address:
.....
.....

Fax: +

Tel: +

Provided that a Party may change its notice details on giving notice to the other Party of the change in accordance with this Section 20.

ARTICLE XXI – GOVERNING LAW AND JURIDICTIONS

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

ARTICLE XXII – MISCELLANEOUS

22.1 Entire agreement. Each Party on behalf of itself acknowledges and agrees with the other Party that:

- (i) this Agreement constitutes the entire agreement and understanding between the Contractor and the Client and supersedes any previous agreement between them relating to this Agreement which previous agreement shall be deemed to have been terminated by mutual consent; and
- (ii) the only remedy available to either Party for breach of this Agreement shall be for breach of contract under the terms of this Agreement; however, nothing in this Agreement shall operate to limit or exclude any liability for fraud.

22.2 Severability. If any section or clause of this Agreement is found or held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall negotiate in good faith, a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.

22.3 Amendment. No alteration, amendment, waiver, cancellation or other change in any term or condition of this Agreement shall be valid or binding on either Party unless the same has been agreed to in writing by both Parties.



22.4 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which, when executed, shall be deemed an original, and all the counterparts together shall constitute one and the same instrument.

22.5 Survival. Sections 4, 5, 11, and 15 shall survive termination of this Agreement for any reason.

IN WITNESS WHEREOF, the Client and the Contractor have caused this Agreement to be executed as of the date first written above.

Signed for and behalf of

Signed for and behalf of
African Development Bank

Name:

Name:

Title:

Title:

Date :

Date :



Eligible Countries

REGIONAL COUNTRIES (*means location of existing or future Bank offices)			
1. Algeria*	2. Angola*	3. Benin	4. Botswana
5. Burkina Faso*	6. Burundi	7. Cameroon*	8. Cape Verde
9. Central African Rep. *	10. Chad*	11. Comoros	12. Congo
13. Côte d'Ivoire*	14. Democratic Rep of Congo*	15. Djibouti	16. Egypt*
17. Equatorial Guinea	18. Eritrea	19. Ethiopia*	20. Gabon*
21. Gambia	22. Ghana*	23. Guinea	24. Guinea Bissau
25. Kenya*	26. Lesotho	27. Liberia*	28. Libya
29. Madagascar*	30. Malawi*	31. Mali*	32. Mauritania
33. Mauritius*	34. Morocco*	35. Mozambique*	36. Namibia
37. Niger	38. Nigeria*	39. Republic of South Africa*	40. Rwanda*
41. Sao Tome & Principe*	42. Senegal*	43. Seychelles	44. Sierra Leone*
45. Somalia	46. Sudan*	47. Swaziland	48. Tanzania*
49. Togo*	50. Tunisia*	51. Uganda*	52. Zambia*
53. Zimbabwe*			
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. Japan*	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

ANNEX 7

**PERFORMANCE EVALUATION
OF SERVICE PROVIDER
SERVICE CONTRACT**

SERVICE PROVIDER	
PURPOSE OF CONTRACT	
REFERENCE OF CONTRACT	
EFFECTIVENESS DATE	
EXPIRY DATE	
EVALUATION PERIOD	
OVERALL EVALUATION RATING	
TOTAL MARK	
OVERALL RATING IN %	
PERFORMANCE LEVEL	
EVALUATED BY	
APPROVED BY	
ENDORSED BY CGSP.2	



EVALUATION CRITERIA	COEFFICIENT (1-3)	RATING (1-10)	TOTAL (Coef. x Rating)	COMMENT
I. CAPACITY OF SERVICE PROVIDER				
1. QUALITY OF CONTRACT SUPERVISION				
2. COMPLIANCE WITH REGULATIONS				
3. COMPLIANCE WITH TIME LINES				
4. SUPPLY				
5. HUMAN RESOURCES				
6. TECHNICAL RESOURCES				
7. MATERIAL RESOURCES				
8. APPROPRIATE MEASURES PROPOSED				
9. PROACTIVE HANDLING OF PROBLEMS				
10. PLANNING				
11. COMPLIANCE WITH LOCAL LAWS				
12. COMPLIANCE OF SERVICES				
13. IDENTIFICATION OF SERVICE PROVIDER (uniform, badge, etc.)				
14. MANAGERIAL EFFECTIVENESS				
15. COST CONTROL				
16. COMPLIANCE WITH STANDARDS				
17. UPDATE CAPACITY OF INSTALLED SYSTEM				
18. FLEXIBLE HOURS				
19. COMPLIANCE WITH CONTRACT CLAUSES				
20. COMPLIANCE WITH TOR/ TECHNICAL SPECIFICATIONS				



21. RESPECT FOR ENVIRONMENT				
22. INNOVATION OF SERVICES				
23. SKILLS TRANSFER, TRAINING				
II. STAFF				
1. AVAILABILITY OF CONTACT PERSON				
2. NAME OF CONTACT PERSON (INTERFACE)				
3. PERFORMANCE, QUALIFICATION, COMPETENCE OF WORKER				
4. PUNCTUALITY				
5. PROFESSIONALISM				
6. ADJUSTMENT CAPACITY				
7. RESPONSIVENESS				
8. COMPLIANCE WITH INSTRUCTIONS				
9. CONFIDENTIALITY				
10. TIMELINESS				
11. RESPECT FOR WORK ENVIRONMENT				
12. QUALITY OF COLLABORATION				
13. MASTERY OF WORKING SOFTWARE				
14. CONDUCT / BEHAVIOUR				
15. WORKING LANGUAGE				
III. SERVICES				
1. QUALITY OF SERVICE				
2. AVAILABILITY OF SERVICE				
3. CLEANLINESS				
4. QUANTITY				
5. VARIETY				

