

REQUEST FOR PROPOSAL

**PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR SHORT
TERM STAFF AT THE REGIONAL DIRECTORATE GENERAL SOUTH –
PRETORIA – SOUTH AFRICA**

ADB/RFP/RDGS/2018/0080

TABLE OF CONTENTS

Reference	Contents	Action
Section 1	Instructions to Bidders	For information
Annex I	RFP Data Sheet	For information
Annex II	Description of Goods/Technical Specification/Terms of Reference	For information
Annex III	Evaluation Criteria and Methodology	For information
Annex IV	Technical Proposal Questionnaire	For completion
	<u>Appendix A</u> – Statement of Conformity	
	<u>Appendix B</u> – Bidder Information Sheet	
	<u>Appendix C</u> – Party to Joint Venture Information Sheet	
	<u>Appendix D</u> – Qualification (Pass/Fail) Assessment	
	<u>Appendix E</u> – Litigation History	
	<u>Appendix F</u> – Conflict of interest	
	<u>Appendix G</u> – Technical Evaluation	
	<u>Appendix H</u> – CVs of proposed personnel	
	<u>Appendix I</u> – List / summary of proposed key personnel	
	<u>Appendix J</u> – List of current and previous clients	
Annex V	Financial Proposal Questionnaire	For completion
	<u>Appendix A</u> – Bid Submission Form	
	<u>Appendix B</u> – Price Schedule	
Annex VI	Eligibility Requirements	For information
Annex VII	List of member countries	For information

Annex VIII	General Terms and Conditions for the Purchase of Goods, Works and Services	For information
Annex IX	Draft contract	For information
Annex X	Service level Agreement	For information
Annex XI	Supplier performance evaluation form	For information
Annex XII	Bid Submission Check List	For completion

Dear Sir/Madam,

1. The African Development Bank (the “Bank”) invites proposals for the provision of services as described in this Request for Proposal (RFP). To qualify for award, a bidder shall meet the qualification criteria set out in the Annex I.
2. The proposals submitted by bidders shall be received by the Bank on or before the date and time and in the manner specified in Annex I. The Bank’s requirement is set out in Annex II.
3. The Bank is an ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further economic development and social progress of African countries, individually and collectively. 78 member countries including all the 53 African countries and 25 non-African countries in the Americas, Europe and Asia own the Bank.
4. The Bank's principal functions include: (i) using its resources for the financing of investment projects and programs relating to the economic and social development of its Regional Member Countries (RMCs); (ii) the provision of technical assistance for the preparation and execution of development projects and programs; (iii) promoting investment in Africa of public and private capital for development purposes; and (iv) to respond to requests for assistance in coordinating development policies and plans of RMCs. In its operations, the Bank is also required to give special attention to projects and programs that promote regional integration.
5. The Bank began its operations from its headquarters, in Abidjan, Côte d'Ivoire on July 1, 1966. However, since 2003 it has been carrying out its operations from its Temporary Relocation Agency in Tunis, Tunisia. For purposes of its operations the Bank also maintains field offices in certain of its RMCs.
6. The information contained in the RFP is designed to enable bidders complete and submit proposals. Bidders shall read the RFP carefully and ensure proposals comply with the instructions provided in the RFP. Bidders are required to complete and submit the Technical Proposal Questionnaire (Annex IV) and Financial Proposal Questionnaire (Annex V) in accordance with the Instructions to Bidders (Section 1), RFP Data Sheet (Annex I), Description of Goods/Technical Specification/Terms of Reference (Annex II), Eligibility Criteria (Annex VI) and General and Specific Conditions (Annex VII). The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology (Annex III). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.
7. Any eligible bidder interested in doing business with the Bank shall register with the Bank through its website at: <http://www.afdb.org/en/about-us/corporate-procurement/vendor-kiosk/>.
8. A copy of all documents referred to in the RFP can be found on the Bank’s website: [**http://www.afdb.org/en/about-us/corporate-procurement/procurement-notice/current-solicitations**](http://www.afdb.org/en/about-us/corporate-procurement/procurement-notice/current-solicitations)
9. We look forward to receiving your proposal and thank you for your interest in doing business with the Bank.

SECTION 1 - INSTRUCTIONS TO BIDDERS

GENERAL

1. **Eligibility of Bidders, Goods and Services** - Goods and services procured by the Bank shall be produced in a member country of the Bank and supplied by bidders from a member country of the Bank as defined in the Presidential Directive concerning the Rules for Corporate Procurement activities of the Bank. The Bank's eligibility criteria as defined in the Presidential Directive are set out in the RFP.
2. **Procurement Ethics, Integrity, Anti-corruption and Fairness**
 - 2.1. It is the Bank's policy that bidders/suppliers to the Bank observe the highest standard of ethics during the procurement process and execution of such contracts. In pursuance of this policy, the Bank shall reject a proposal if it determines that the bidder, or any of its personnel, agent, consultant, subcontractor or service provider, has, directly or indirectly, engaged in "Corrupt", "Fraudulent", "Collusive", "Coercive" or "Obstructive" practices in competing for the contract in question. These terms are as defined in the General and Specific Conditions. The Bank may also declare the bidder ineligible for participation in future procurement and award of contracts, either indefinitely or for a stated period of time.
 - 2.2. A bidder/supplier who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank shall reject a proposal if it determines that any such gift has been offered.
 - 2.3. All bidders/suppliers are required to comply with the Code of Conduct for Suppliers in the General and Specific Conditions.
3. **Conflict of Interest** - A bidder shall not have a conflict of interest that would call into question its participation in the procurement process and award of contract. Bidders shall disclose any potential or actual conflict of interest in the disclosure form and during execution of any contract. All bidders found to have a conflict of interest may be disqualified.
4. **Joint Venture**
 - 4.1. Where a joint venture or any other form of partnership (JV) approach is proposed, bidders are required to provide full details of the JV and nature of relationship with other JV members. Bidders forming a JV shall nominate an authorized representative of the JV (duly evidenced by submitting a power of attorney signed by a legally authorized representative of the JV) who shall have the authority to conduct all business for and on behalf of all members and enter into the contract. Each member shall meet the eligibility criteria as defined in the Presidential Directive.
 - 4.2. A JV shall comprise no more than four members. At least one member shall provide 40% of the contract sum and each of the other members shall provide at least 20% of the contract sum.
 - 4.3. All members shall be jointly and severally liable for the performance of any resulting contract.

CLARIFICATION OF THE PROCUREMENT PROCESS

5. Bidders are solely responsible, at their own cost and risk, for obtaining information that may be necessary for preparing proposals and entering into the contract.
6. **Amendment of RFP** – The Bank reserves the right to modify any content of the RFP without incurring any liability to any bidder. Any such amendment shall be posted on the Bank's website. It is the sole

responsibility of bidders to ensure they are aware of any amendment and take the amendment into account in preparing proposals.

7. Clarification of RFP

- 7.1. A bidder requiring any clarification on the RFP shall notify the Bank in writing at the details provided in the **RFP Data Sheet** and within the period for clarification in the **RFP Data Sheet**. Written copies of the Bank's response (including the questions raised without identifying the source) shall be posted on the Bank's website.
- 7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change to the RFP shall be raised at the earliest opportunity in writing at the details provided in the **RFP Data Sheet** and in any event no later than the deadline in the **RFP Data Sheet**. **The Bank shall not consider any request to change the General Conditions.**
- 7.3. The Bank shall determine, in its sole discretion, to accept or reject any query or request for change. Any response from the Bank shall be binding on bidders.
- 7.4. A bidder who contacts any member of Bank staff directly or indirectly in relation to the procurement (except staff specified in the **RFP Data Sheet**) shall be disqualified.
- 7.5. The Bank shall not respond to any query or request received after the deadline in the **RFP Data Sheet**.

8. Site Visit / Pre-Bid meeting

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

PREPARATION OF PROPOSALS

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

10. Language of Proposals

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

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

The Bidder is strongly advised to complete the RFP Check List that forms Annex XI of the RFP Document. The Check List serves as a guide to completing the RFP document.

13. **Statement of Conformity, Bid Submission Form and Price Schedule** – Bidders shall sign the Statement of Conformity and Bid Submission Form and complete the price schedule using the forms provided. The forms shall be completed without alterations to its format and content. No other substitutes shall be accepted.
14. **Publicity Material** - Unless expressly permitted in the RFP, bidders shall not submit brochures, general marketing or promotional material with proposals. Publicity brochures shall not be accepted as answers to questions. Bidders shall respond fully to the questions in the RFP.
15. **Meeting the Bank's requirements**
- 15.1. Unless otherwise provided, bidders shall meet the Bank's requirements by the deadline for submission of proposals.
- 15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank to determine whether the bidder has the required capability, experience, knowledge and expertise to satisfactorily perform the contract.
16. **Mandatory Requirements** – The RFP may include mandatory requirements. The classification of a requirement as mandatory gives an indication of its significance to the Bank. A proposal that does not meet any mandatory requirement shall be rejected as non-responsive.
17. **Samples and Inspection**
- 17.1. The Bank may request samples at any time during the procurement process. If requested, bidders shall provide samples free of charge. A bidder who fails to provide the required samples shall be disqualified. The Bank makes no guarantee that the samples will be returned or the condition of samples upon completion of evaluation. Samples shall be returned at the bidders own cost.
- 17.2. If provided in the RFP, the Bank shall conduct an inspection of the goods and services during the procurement process either at the bidder's premises or at the Bank's offices. Such inspection shall not relieve the bidder from any of its obligations under the contract. The Bank shall notify bidders in writing of the details of any inspection. The Bank shall not be responsible for the expenses incurred by the bidder for such inspection.
18. **Demonstration** – If provided in the RFP, the Bank shall require bidders to provide a live demonstration of the proposed solution. The bidder shall provide the demonstration free of charge and the Bank shall not accept any liability for any damage to or loss of bidder's property in connection with such demonstration.
19. **Sustainable Procurement** – the Bank is committed to managing its business in an environmentally and socially responsible manner. The Bank would like to work with and encourage suppliers to execute the contract in the same manner. Bidders are encouraged to set out how they intend to incorporate environmental and social considerations if awarded the contract.

20. **Alternative Proposals** - The Bank shall not consider any variation to its requirements ("Alternative Proposal") unless expressly permitted in the **RFP Data Sheet**. If an Alternative Proposal is permitted, the Alternative Proposal shall be accompanied by a fully compliant proposal, i.e. one that meets the minimum technical requirements. The bidder shall quote the price for the fully compliant proposal and then separately provide the technical specification, methodology and adjustment in price that can be offered if the Alternative Proposal is accepted. The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Proposal of the successful bidder shall be considered.
21. **Acceptance of the General and Specific Conditions** - It shall be clearly understood that by submitting a proposal in response to the RFP, a bidder shall be deemed to have accepted the General and Specific Conditions. A proposal that does not accept the General and Specific Conditions shall be rejected as non-responsive.
22. **Taxes** - The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes, such as customs duties, as the Bank, by virtue of its status as an international organization, is exempt from paying any direct or indirect taxes, by virtue of Article 57 of the Agreement establishing the Bank. If the bidder is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoice.
23. **Bid Prices**
- 23.1. The prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all labour, supervision, materials, transportation, insurance, profit, general risks, liabilities and obligations set out or implied in the contract.
- 23.2. The Bank shall award the contract based on value for money that takes into account the whole life costing (i.e., life-cycle costs of the goods and services, maintenance, spare parts, warranty, training, disposal, shipment, insurance) of the requirement.
24. **Currency of Proposal** - The prices shall be expressed in the currency in the **RFP Data Sheet**. A bidder shall express all prices in the same currency.
25. **Lots** – If the Bank's requirement is sub-divided into separate units ("lots"), bidders can submit a proposal for one or multiple lots unless otherwise indicated in the **RFP Data Sheet**.
26. **Period of Validity of Proposals** – Proposals shall remain valid for a period not less than the period stated in the **RFP Data Sheet**. Proposals valid for a shorter period shall be rejected as non-responsive. The Bank may require bidders to extend the period of validity of proposals. If the bidder does not extend the period of validity of proposals, the bidder's proposal may be rejected. A bidder granting the request shall not be required or permitted to modify its proposal.
27. **Bid Security**
- 27.1. If provided in the **RFP Data Sheet**, the bidder shall furnish, as part of its proposal, a bid security in the amount, form and valid for the period in the **RFP Data Sheet**.
- 27.2. The bid security shall be in the form of a certified cheque or a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank. Any proposal not accompanied by a substantially responsive bid security shall be rejected.
- 27.3. The Bank may require bidders to extend the period of validity of a bid security. If the bidder does not extend the validity of the bid security, the bidder's proposal shall be rejected unless the bidder submits a new bid security acceptable to the Bank before the expiration of the bid security.
- 27.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the proposal and shall list all members of the joint venture.

- 27.5. The bid security shall be returned to bidders or forfeited in the circumstances specified in the **RFP Data Sheet**.

SUBMISSION AND OPENING OF PROPOSALS

28. Deadline for Submission of Proposals

- 28.1. The Bank shall receive proposals no later than deadline in the **RFP Data Sheet**. It is the sole responsibility of bidders to ensure timely receipt of proposals by the Bank.
- 28.2. The Bank shall extend the deadline for submission of proposals at any time without incurring any liability to bidders.

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

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

31. Proposals submitted electronically via AfDB e-Procurement portal

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

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

- 32.1. If provided in the **RFP Data Sheet**, proposals shall be submitted by mail, courier or hand delivery.
- 32.2. Proposals shall be submitted in a sealed envelope (**with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes**) and addressed to the Bank at the address in the **RFP Data Sheet**.
- 32.3. Each bidder shall submit proposal in **one original and four copies (any attachment, appendix and annex thereto shall also be submitted in one original and four copies)**: the original proposal shall carry the label “Original” and each of the four copies the label “Copy”. The technical proposal (one original and four copies) and the financial proposal (one original and four copies) shall each be placed in two separate sealed envelopes (the “internal envelopes”).
- 32.4. The following information shall appear on each internal envelope:
- a) the RFP reference;
 - b) the statement “Technical Proposal” or “Financial Proposal” as the case may be; and
 - c) the name and address of the bidder.
- 32.5. The internal envelopes shall be placed together in a large single envelope called “external envelope” which shall be anonymous and **carry the label in the RFP Data Sheet that should be photocopied and placed on the external envelope**.
- 32.6. Any alternative proposal shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly be identified as “Alternative”.
- 32.7. All pages of the proposal shall be numbered. Each copy of the proposal shall be bound in a single volume where practical. All documentation submitted with the proposal shall be bound in a single volume.
- 32.8. The person or persons signing the proposal shall initial all pages of the proposal where correction has been made.

- 32.9. When delivered by hand, the proposal shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 13.00 hrs. and from 14.00 hrs. to 17.00 hrs. Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.
33. **Modification / Withdrawal of Proposals** – Bidders may modify or withdraw proposals prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw proposals after the deadline for submission.
- 33.1. **Proposals submitted electronically via AfDB e-Procurement portal** - Bidders can obtain guidance on modifying or withdrawing proposals in the user manual.
- 33.2. **Proposals submitted by mail, courier or hand-delivery** - The bidder's modification or withdrawal shall be prepared, sealed, marked and dispatched as per paragraph 32 and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as "Modification" or "Withdrawal".
34. **Bid Opening** – Proposals shall be opened as soon as possible after the deadline for submission. The record of the bid opening shall be made available as soon as possible on the Bank's website.

EXAMINATION OF PROPOSALS

35. **Confidentiality and Disclosure of Information** - The Bank is committed to make public all information in its possession unless there is a compelling reason for confidentiality in accordance with the policy on Disclosure and Access to Information. Bidders shall notify the Bank if the information provided is confidential and shall not be disclosed to the public. The Bank shall endeavor to maintain confidentiality of confidential information and evaluation of proposals. The Bank reserves the right to disclose information in accordance with the policy on Disclosure and Access to Information.
36. **Clarification of Proposals**
- 36.1. To assist in the examination and evaluation of proposals and qualification of bidders, the Bank may, at its discretion:
- 36.1.1. Require any bidder to clarify any part of its proposal;
- 36.1.2. Require any bidder to provide further information or documentation;
- 36.1.3. Undertake site visit to any bidder; or
- 36.1.4. Contact referees provided by any bidder.
- 36.2. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered. No change in the price or substance of the proposal shall be sought, offered or permitted. Where a bidder does not provide the information requested the proposal shall be evaluated as presented.
37. **Determination of Responsiveness**
- 37.1. The Bank's determination of a proposal's responsiveness is to be based on the contents of the proposal itself, as defined in the RFP. A substantially responsive proposal is one that meets the requirements of the RFP without material deviation, reservation or omissions.
- 37.1.1. "Deviation" is a departure from the requirements specified in the RFP;
- 37.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
- 37.1.3. "Omission" is the failure to submit part or all of the information or documentation required in the RFP.
- 37.2. A material deviation, reservation or omission is one that,
- 37.2.1. If accepted, would:
- 37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;

- 37.2.1.2. Limit in any substantial way, inconsistent with the RFP, the Bank's rights or the bidder's obligations under the proposed contract; or
- 37.2.1.3. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals.
- 37.3. The Bank shall examine the technical proposals to determine whether proposals are substantially responsive with the requirements.
- 37.4. If a proposal is not substantially responsive to the requirements of the RFP, it shall be rejected by the Bank and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

BID EVALUATION

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

AWARD OF CONTRACT

40. Award Methodology

- 40.1. The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology.
- 40.2. The Bank may discuss proposals with the successful bidder in order to improve and clearly specify the contents of the winning proposal. Under no circumstances shall the Bank change its requirements.

41. Contract Award

- 41.1. By issuing this RFP, the Bank is not committed to award a contract for all or part of the requirements.
- 41.2. The Bank reserves the right to award the contract for part of the requirements. Bidders shall indicate if they would not accept a contract for part of the requirements.
- 41.3. If the requirement is divided into lots, the Bank reserves the right to award the contract to a bidder to satisfy the entire requirement.
- 41.4. The Bank reserves the right to increase or decrease the volume of goods or services, usually not to exceed 20%, without any change in unit price or other terms and conditions.

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

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

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

- 45. **Contractual Relationship** - The contractual relationship shall be governed by the General and Specific Conditions and shall include the description of goods/technical specification/terms of reference, the

successful bidder's technical and financial proposal. **No other terms and conditions put forward at any time by the bidder shall form part of the contract.**

46. Performance Security

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

47. Advance Payment

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

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

FURTHER ASSISTANCE

- 49. Authorized Representative** – Bidders shall provide the Bank with up to two authorized representatives. The Bank shall contact bidders through the authorized representative. The Bank

shall assume that the representative is authorized to act on behalf of the bidder and bind the bidder to any response.

- 50. Assistance** – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact tender_rdgs@afdb.org and quote the tender reference.

Regional Chief Corporate General Services & Procurement Officer Corporate Procurement
Regional directorate General south RDGS

ANNEX I – RFP DATA SHEET

The numbering below refers to the appropriate numbering of the introduction	
§ 1	The goods and services to be provided are outlined in Annex II.
§ 1	<p>To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria:</p> <p>Eligibility of Bidders, Goods and Services: Interested Companies must originate from one of the Bank's member countries listed in Annex VII of the Request for Proposal.</p> <p>Eligibility Criteria: a bidder shall not be eligible if any of the situations listed in Annex VI apply.</p> <p>Financial Standing: An average turnover of at least ZAR 500 000.00 or equivalent] per annum for the last three years [2013, 2014, 2015].</p> <p>General and Specific Experience: a bidder shall have a minimum of [03 years] experience and successfully or substantially implemented as a prime contractor at least three assignments of a similar nature and complexity</p> <p>Historical Contract Performance and Pending Litigation: a bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract.</p> <p>Conflict of Interest: a bidder shall have no actual or potential conflict of interest that would call into question its participation in the procurement process and award of contract.</p>
The numbering below refers to the appropriate numbering of the instructions to bidders	
§ 7	Request for clarification and/or request for change to the RFP shall be sent In writing: by electronic mail: tender_rdqs@afdb.org ; The request shall be received by the Bank no later than 31 MAY 2018
§ 8	The Bank shall organize for a pre-bid meeting: [YES] .
§ 10	The language of proposals and all correspondence is English
§ 20	Alternative proposals are accepted :NO
§ 24	The prices shall be expressed in South African Rand
§ 25	<p>The Bank's requirement is divided into lots - NO</p> <p>Bidders can submit a proposal for one or multiple lots : NO</p>
§ 26	The minimum period of validity of proposals is ninety (90) days from the deadline for submission of proposals.

§ 27	Bid security is required [NO]
§ 28	The deadline for submission of proposals is [31 MAY 2018 at 15:00 hrs] .
§ 31	Proposals shall be hand delivered at the address indicated below
§ 32	<p>Proposals shall be sent to the following address and the external envelope shall bear the following information:</p> <p><i>African Development Bank Group</i> <i>339 Witch Hazel Ave</i> <i>Eco Park</i> <i>Centurion</i></p> <p>RFP – DO NOT OPEN UNTIL BID OPENING DAY Reference: ADB/RFP/RDGS/2018/0080- PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR SHORT TERM STAFF. RFP Closing Date and Time: 31 MAY2018 (15:00 hours local time)</p>
§ 46	Performance security is required: NO]
§ 47	Advance payment will be provided to the successful bidder: N/A
§ 48	The Bank shall retain 10% of the contract sum until the end of the defects liability period: N/A

Annex II

**TERMS OF REFERENCE FOR PROVISION OF HUMAN RESOURCES AGENCY
SERVICES FOR SHORT TERM STAFF**

1. OBJECTIVE

- 1.1 The objective of engaging a local firm is to provide services of managing the Short Term staff as and when required by the Bank. The staff shall be employees of the Agency seconded to EARC and with a day-to-day supervision by the Bank. The Agency will have the responsibility of ensuring adherence to the host country labor laws.

The Service provider will provide necessary support services, to answer questions and to assist the Bank in resolving problems related to the recruitment of Short Term Staff at the RDGS in Pretoria .

2. SCOPE OF WORK

The Service Provider will provide timely secondment of Short Term staff to the Bank upon presentation of requisition by the Bank with specific work profile. The agency will be responsible for the following:-

- Sourcing for relevant CVs as per the Job description and the minimum requirements provided the Bank;
- Pre- Screening the candidates and submitting a short list for consideration by the Bank;
- Organizing and participating in Joint interviews with the Bank;
- Drawing a contract with the selected candidate and seconding them to the Bank;
- Ensuring motivation of the seconded staff for optimal performance on the assigned tasks;
- Managing separation of seconded staff whose services are no longer needed by the Bank;
- Processing salaries for the staff seconded to the Bank and ensuring the staff are paid on timely basis;
- Application of taxation and other statutory requirements of the seconded staff in line with applicable country legislations as and when they fall due and ensuring remittance to various authorities;
- Managing compliance with the South African labour laws in relation to short-term engagements.

Once the Bank has entered into agreement, the Service provider will agree to indemnify and hold harmless ADB from all claims, losses, expenses, fees and judgements that may be asserted against ADB that result from the acts or omissions of the service provider, its agents or employees.

2.1 INVENTORY OF SHORT TERM STAFF CATEGORIES

- A) GS7-GS8 - Short term Support Assistants-Administrative Assistants, Accounts Assistant, IT support Assistants, Operations Assistants, Projects Assistants, procurement Assistants etc- **Total Current is 4**
- B) GS5- GS6 – Seconded Secretarial/clerical - Clerical staff, secretaries, Team Assistants- **Total Current is 2**
- C) GS3 Seconded Support level – Drivers, messengers , Telephone Operators- **Total current is 2**
- D) Short term casual – Services required to manage specific tasks for a period ranging from 1 day to less than 1 month **NA**

NB The AGENCY to be awarded the contract will be willing to take over from the incumbent the management of the existing seconded staff.

3. Professional standards

- 3.1 All work undertaken by **THE CONTRACTOR** shall be in accordance with the minimum requirements of relevant legislation, good industry practice, to appropriate professional and technical standards and comply with the requirements of the appropriate professional bodies or institutions, including guidance notes and codes of practice where applicable. **THE CONTRACTOR** shall exercise all reasonable skill, care and diligence in the discharge of the duties required by the services agreement.
- 3.2 For the duration of the service level agreement **THE CONTRACTOR** shall provide sufficient trained personnel for proper performance of the obligations under the service level agreement. **THE CONTRACTOR** shall also provide adequate supervision of the staff employed by **THE CONTRACTOR** (or persons under their control).
- 3.3 **THE CONTRACTOR** and its employees (or persons under their control) shall be aware of and implement all relevant standards and any relevant new legislation.

OSH requirements

- 3.4 **THE CONTRACTOR** shall in the scope of services rendered under this service level agreement manage the execution of the services to comply fully with all Occupational Health and Safety regulations in Kenya .

General requirements

- 3.5 All work undertaken by **THE CONTRACTOR** shall comply with all relevant statutory acts and regulations (e.g. Local Authority Bylaws,, Taxation laws, etc), or industry standards current at the time that the work is being planned and implemented.
- 3.6 **THE CONTRACTOR** shall comply with all new acts and regulations coming into force for the duration of this service level agreement and shall advise the Bank of any changes in relevant regulations related to building and facilities management

4. KEY PERFORMANCE STANDARDS

Performance Standards (KPI's)

- 4.1 The following table gives an explanation of the meaning of each heading in the performance requirement tables. Refer to Annex XI for expected performance evaluation criteria

ANNEX III – EVALUATION CRITERIA AND METHODOLOGY

- 1) A qualification (pass/fail) assessment will be carried out to determine whether proposals meet the qualification criteria. Proposals determined to meet the qualification criteria shall be considered for the next stage. Proposals not meeting the qualification criteria shall be rejected. The qualification (pass/fail) questionnaire is set out in Annex IV.
- 2) A two-stage process shall be adopted in evaluating proposals. Proposals shall be ranked according to technical score (Nt) and financial score (Nf) using the weights (T = the weight given to the technical proposal, 70 % (F = the weight given to the financial proposal 30) (T + f = 1).
- 3) The final score shall be calculated as follows:

$$\text{Final Score (NG)} = (Nt \times T \%) + (Nf \times F \%)$$

TECHNICAL EVALUATION

- 4) Bidders shall obtain a minimum of [70] points following evaluation of technical proposals (“Qualifying Technical Score”) to be considered for financial evaluation. Bidders obtaining less than the Qualifying Technical Score shall be rejected
- 5) The technical evaluation questionnaire is set out in Annex IV.
- 6) The bidder obtaining the Qualifying Technical Score shall be notified of the opening of financial proposals. The financial proposals shall be opened and checked for completeness and corrected for computational errors.

FINANCIAL EVALUATION

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

$$Nf (\text{financial score}) = 100 \times Fm / F$$

(F = amount of financial proposal converted in the common currency).

FINAL RANKING

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

ANNEX IV – TECHNICAL PROPOSAL QUESTIONNAIRE

Appendix A

STATEMENT OF CONFORMITY

To: The African Development Bank

**339 Witch Hazel Ave
Eco Park
Centurion
0195**

Dear Sir/Madam,

We, the undersigned, declare that:

- (a) We have examined the Request for Proposal (RFP) No **ADB/RFP/RDGS/2018/0080 PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR SHORT TERM STAFF** 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

Appendix B

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

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

QUALIFICATION (PASS/FAIL) ASSESSMENT

Bidders shall complete all sections in the questionnaire in sufficient detail and provide evidence and supporting documentation to demonstrate compliance. Bidders shall meet each criterion by the deadline for submission of 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			
STATEMENT OF CONFORMITY AND BID SUBMISSION FORM	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 submission form in the format provided.						
	A power of attorney shall be attached, if applicable.						
	The bidder shall sign and return the documents in the format provided for a PASS.						
ELIGIBILITY CRITERIA	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			

The bidder is from a member country of the Bank.								
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.								
The goods and services offered are produced in a member country of the Bank.								
If yes, provide evidence, such as, operating license, information on origin of goods and services.								
The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PASS.								
The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation.								
The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is								

established or where the contract is to be performed.									
The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last five (5) 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.									
The bidder shall not be subject to any of the situations above for a PASS									
JV (if applicable)	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 a legally enforceable JV including a draft agreement.									
The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.									

Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.									
The bidder shall provide a JV agreement or letter of intent to form a legally enforceable JV and draft agreement, contact details of the authorized representative of the JV and power attorney for a PASS.									
	See below								
FINANCIAL STANDING									
The bidder has a minimum annual turnover of at least KES 3,000,000 for the last three years [2013/, 2014, 2015	Must meet requirement	Existing intended JV must meet requirement	or Must meet at least 20% of the requirement	Must meet 40% of the requirement					
The bidder can demonstrate sound financial performance?	Must meet requirement	Existing intended JV must meet requirement	or Must meet requirement	N/A					
If yes, provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the past three years [2013, 2014, 2015 or the latest],									
If the laws of the bidders' country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2013, 2014, 2015 or the latest].									
The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow	Must meet requirement	Existing intended JV must meet requirement	or Must meet requirement	N/A					

requirements for the contract and its current work commitments?							
If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources.							
The bidder shall demonstrate current soundness of its financial position and its long-term profitability for a PASS.							
GENERAL AND SPECIFIC EXPERIENCE	See below						
The bidder has been in business for the past three (3) years]	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A			
If yes, provide evidence, such as, information on the bidder's company (description, including a short history, business plan, services offered, organizational chart, and number of staff and list of current staff, number of years in business).							
The bidder has experience in at least [three (3)] similar contracts as a prime contractor within the last [three (3)] years, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size,	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	Must meet requirement for one specialism			

complexity, methods/technology or other characteristics as described in the RFP.								
If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 3 years.								
The bidder shall have been in business for the last three (3) years and has the experience and capability to provide the goods and services required for a PASS.								
HISTORICAL PERFORMANCE AND PENDING LITIGATION	Must meet requirement	Existing intended JV must meet requirement	or must meet requirement	Must meet requirement	N/A			
The bidder has had a contract(s) terminated in the last [three (3) years] for unsatisfactory performance or default.								
Bidders shall complete the litigation history form.								
The bidder is involved in litigation that represents more than 50% percent of the bidder's net worth.								
Bidders shall complete the litigation history form.								
The bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract for a PASS.								

CONFLICT OF INTEREST		Must meet requirement	Existing intended JV must meet requirement	or must requirement	Must meet requirement	N/A				
The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.										
The bidder shall have no actual or potential conflict of interest to call into question its participation in the procurement process and award of contract for a PASS.										
A bidder shall PASS all above criteria to be considered for the next stage.										
Remarks (Accept/Reject for the next stage)										

LITIGATION HISTORY

Name of Bidder:

Reference: ADB/RDGS/2018/0080

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

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

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

☐☐☐ Contract non-performance during the stipulated period

Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		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

☐☐☐ No pending litigation

☐ Pending litigation

Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	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:		Reference: ADB/RDGS/2018/0080	
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?			
<p>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.</p> <p>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.</p>			
Name:		In the capacity of:	
Signed:			
Duly authorized to sign this proposal for and on behalf of:			
Dated on:			

Appendix G

TECHNICAL EVALUATION

1. TECHNICAL EVALUATION (100 POINTS) (weight = 70%)

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

Technical Evaluation Criteria	Points	Score
Bidder's methodology, Sourcing and identification process of staff to be seconded to ADB, Clear Understanding of the Host country labour laws in management of annual leave, maternity, sick leave health insurance benefits and pensions and gratuity in the context of short term engagements. Bidder should provide a detailed process of methodology.	30	
Relevant experience of the company in similar assignment including:	20	
International Organizations/ large corporates (5 points)		
Detailed process in managing statutory requirements as per the labour laws (10 points)		
List of current and previous assignments indicating name of client, period and duration of the contract, contact person and Telephone. Five clients, each client will earn one point (5 points)		
Description of a similar service currently provided to another client	10	
Professional reputation of the firm supported by at least three reference letters	10	
Curriculum Vitae of proposed personnel	30	
Account Manager -. Each year of experience will earn two Points up to a maximum of five years.		
Human Resources Consultants (two) -. Each year of experience will earn two points up to a maximum of five years per consultant		
Total Marks	100	

An offer will be declared technically qualified and will be considered for the financial analysis if it obtains a minimum score of seventy (70) points.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

(To be included in the Technical Proposal)

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

National Identity number:

Certificate of good conduct:

Date of Birth:

Years with Firm:

Nationality:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of key staff member's experience and training most pertinent to tasks assignment. Describe *degree of responsibility held* by each staff member on relevant previous assignments and give dates and locations. Use up to half a page.]

Education:

[Summarize college/university and other specialized education of each staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by each staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in *last five years*, also give types of activities performed and client references, where appropriate. Use up to three-quarters of a page.]

Languages:

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio data correctly describe myself, my qualifications and my experience.

Date:

Signature of staff or authorized officer from the bidding firm

Day/Month/Year

SUMMARY OF PROPOSED KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

Position	Name	Years of Experience	Qualification

LIST OF CURRENT AND PREVIOUS CLIENTS

Contracts performed as prime Contractor on services of a similar nature and volume over the **last three years**. Also list details of current clients.

Contract Name and Country	Name of Client and Contact Person	Type of Work Performed and Year of Completion	Value of Contract
Current client			
Previous clients			

2. FINANCIAL EVALUATION (weight = 30%)

- a) Bidders obtaining the qualifying minimum technical score will be advised so, and it shall be notified to them (by email or by fax) the date and time of the opening of their financial envelope.
- b) The financial proposals will first be checked for completeness and corrected for computational errors.
- c) Detailed financial evaluation will then be carried out. The Bidder making the lowest financial proposal (F_m) shall be given 100 points.
- d) The financial scores of the other Bidders (F) shall be computed as follows:

$$N_f \text{ (financial score)} = 100 \times F_m / F$$

(F = amount of financial proposal converted in the common currency).

5. Final Ranking

Proposals shall finally be ranked according to their combined technical (N_t) and financial (N_f) scores using the weights (T = the weight given to the technical proposal, 70%; f = the weight given to the financial proposal, 30%; $T + f = 1$) indicated in the above:

$$\text{Final Score (NG)} = N_t \times T\% + N_f \times f\%$$

ANNEX V – FINANCIAL PROPOSAL QUESTIONNAIRE

Appendix A

BID SUBMISSION FORM

To the African Development Bank
339 Witch Hazel Ave
Eco Park
Centurion
0195

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

- (a) We have examined the Request for Proposal (RFP) No **ADB/RFP/RDGS/2018/0080 PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR SHORT TERM STAFF** 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 _____

PRICE SCHEDULE

(RFP) No ADB/RFP/RDGS/2018/0080

(1) PRICING MODEL

Item	Category of Short Term Staff	Estimated market rate salary range	Statutory costs per supplied staff	Proposed Administrative Fees per supplied staff ZAR (VAT Excl.)
1	GS7-GS8-Short Term Assistants-e.g. Administrative, IT support, Operations, projects, procurement, Finance etc			
2	GS5-GS6-Seconded Secretarial /clerical-e.g Secretaries, Team Assistants, Clerks etc			
3	GS3-GS4-Seconded Support Level-e.g Drivers, Messengers, Telephone Operators etc			
4	Short Term Casual-Resource to manage specific task for a period less than a month			

Note: The Bank is not obliged to use the estimated market salary range to remunerate the seconded employees. The Bank's remuneration grading system could be used as per the applicable policies.

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

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 member's 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

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.

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.

ANNEX VII - LIST OF MEMBER COUNTRIES OF THE BANK

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. Turkey	24. United Kingdom
25. United States of America			

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

1.0 Constitution of Contract

- 1.1 The submission of any bid or proposal 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 to 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: (1) in 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. The 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 The 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.
- 6.2 The Contract/PO Number must appear on all invoices, shipping documents, packing slips, packages and correspondence.

7.0 Changes

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

8.0 Payment and Claims

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

African Development Bank Group

**Eastern Africa Resource Centre
Khushee Tower**

**P.O Box 4861-002000 Nairobi
Kenya**

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 its 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 12.1.1, 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 or subcontractors 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 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 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.

- 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, the Contractor's sub-contractors or the personnel or agents of either of them.

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 Resolution of Disputes

- 16.1** The Bank and the Contractor 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 consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) days after 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.
- 16.4** The seat or legal place, of arbitration shall be Kigali, Rwanda.
- 16.5** The language to be used in the arbitral proceedings shall be English.
- 16.6** The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. Notwithstanding the provisions of the UNCITRAL Arbitration Rules, the arbitral tribunal shall not be authorized to take or provide and the parties shall not be authorized to seek from any judicial authority any interim measures of protection or pre-award relief against the other party.
- 16.7** Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to the Bank under the Agreement Establishing the African Development Bank, international conventions or any other applicable law.

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.

ANNEX IX– DRAFT CONTRACT

ADB/CTR/RDGS/2018/0080

FOR

**PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR
SHORT TERM STAFF**

BETWEEN

**THE AFRICAN DEVELOPMENT BANK
Regional Directorate General South - RDGS)**

AND

THE CONTRACTOR

This Contract is entered into & between the East African Regional Resource Center of the African Development Bank (hereinafter referred to as the "Bank"), having its offices on the second floor of the Khushee Towers on 10 Longonot Road, P.O.Box: 4861 Code 00200, Nairobi Kenya of the one part and _____ (hereinafter referred to as "the Contractor"), having its principal office in& whose address is P.O.Box: _____ on the second part.

WHEREAS the Bank desires to engage a contractor to perform and provide certain Services as set out in this Contract;

WHEREAS, the Contractor represents that it has the necessary capacity and knowledge and is prepared to perform and provide such Services;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1. Definitions

1.1 In this Contract the following words and expressions shall have the meanings hereby assigned to them:

(i) "Contractor" means the legal firm whose proposal has been selected by the Bank and the legal successors in title of such person, but not any assignee of such person.

(ii) "Contract" means this Contract, including the Terms of Reference (Annex A), the List and Description of the Premises (Annex B) and Names of Key Personnel (Annex C).

(iii) "Terms of Reference" means a detailed description and concise specification of the Services, including methodology and time frame for their performance, prepared by the Bank.

(v) "Proposal" means the Contractor's proposal to the Bank for the performance of the Services.

(vi) "Contract Price" means the amount stated in paragraph 4.01 of the Contract as payable by the Bank to the Contractor for the full and proper performance and provision of the Services in accordance with this Contract.

(vii) "Cost" means all expenditure properly incurred or to be incurred, including overhead charges and a reasonable allowance for profit.

1.2 The Parties agree that words and abbreviations, not specifically defined herein above, but which have well known technical or trade meanings, are used in this Contract in accordance with such recognized meanings.

ARTICLE 2. Order of Precedence of Contract Documents

Annexes A, B and C constitute integral parts of this Contract. In the event of any discrepancy or conflict between or among this main Contract Document, and the Annexes, then the document to prevail shall be given precedence in the following order:

- (a) Main Contract Document
- (b) List and description of the premises (Annex A)
- (c) Contractor's Proposal (Annex B)

ARTICLE 3. Purpose of Contract

The purpose of this Contract is to perform and provide Agency Services for Short Term to the Regional office as stated in Annex A.

ARTICLE 4. Statement of Work

4.1 For the purpose of this Contract, "Works" shall mean the whole of the activities, services, materials, equipment, matters and things required to be done, delivered or performed by the Contractor, in accordance with the terms of this Contract, with regards to RFP No. ADB/RFP/EARC/2016/0072. Other words and expressions shall have the meaning given to them in the General Terms and Conditions for the Purchase of Goods, Works and Services

4.2 Works shall be performed in accordance with the terms and conditions listed in the following documents:

1.1.1 General Terms and Conditions for Purchase of Goods, Works and Services attached hereto.

1.1.2 The RFP .

1.1.3 The Work Plan proposed by the Contractor as accepted by the Bank.

1.1.4 Contractor's Proposals to RFP No. ADB/RFP/RDGS/2018/0080

ARTICLE 5. Duration of the Contract

The duration of this Contract is three (3) years, with a possibility of renewal twice for a period of one (1) year with effect from

ARTICLE 6. Duties of the Contractor

6.1 The Contractor shall perform the Works to the satisfaction of the Bank in accordance with the terms and conditions of this Contract.

6.2 The Contractor designates as the Account Manager to spearhead, and coordinate the performance of the Works and to act as the principal liaison between the Bank and the Contractor during the performance of this Contract. In this capacity, the Accounts Manager responsibilities shall include, but not be limited to, supervision and oversight of the Works and all communications between the Contractor and the Bank.

- 6.3 The Contractor shall keep and maintain accurate and complete accounts in respect of expenditure incurred by the Contractor under this Contract, in such form and detail as shall be satisfactory to the Bank, for the purposes of the Bank making payment under this Contract.
- 6.4 The Contractor shall be fully liable for the consequences of any error or omission on its part and for any damage caused by negligence on its part in carrying out the Works or performing its other obligations under this Contract.
- 6.5 The Contractor shall be fully liable for the consequences of error or omission on its part and for any damage caused by negligence on its part carrying out the Works or performing its other obligations under this Contract.
- 6.6 Cleaning and restoring the site and the removal of debris is the responsibility and liability of the contractor. It will be insured by the Contractor at its expenses.

ARTICLE 7. Standards of Performance

- 7.1 The Contractor shall perform the Services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence and skill, and shall, in performing the Services, accept, promptly act upon, and comply with, such instructions and directions as may be issued by the Bank from time to time.
- 7.2 The Contractor, by signing the Contract, covenants that neither itself nor any of its employees or agents has any public or private interest, direct or indirect, nor shall acquire directly or indirectly any such interest which does nor may conflict in any manner with the performance of the Contractor's obligations under this contract. The Contractor also agrees to excuse or else disqualify itself from any business or other arrangement which conflicts with the Contractor's performance under this Contract.
- 7.3 Without limiting the responsibility of the Contractor for the proper conduct of the guards and the protection of the concerned premises, the conduct of the guards shall be guided by a set of standard written rules as agreed upon between the Bank and the Contractor, and such other special written instructions as may be agreed upon between the Bank and the Contractor from time to time.
- 7.4 The Contractor shall provide the proper supervision for each guard assigned to duty. The specific number of guards, their principal post, and hours of duty shall be mutually agreed upon between the parties.
- 7.4 The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services. If the Contractor observes that the Services required under this Contract are no more in accordance with applicable laws, statutes, codes, rules and regulations or with environmental, technical or safety standards, it shall promptly notify the Bank thereof in writing and take the appropriate measures. At the same time, if the Bank discovers that the Contractor does not comply with the laws, the Bank will give notice of this to the Contractor who shall immediately take the appropriate steps.

ARTICLE 8. Indemnification

- 8.1 Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Bank and the Contractor other than that of independent contractor. Accordingly, the Contractor hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Contractor, or the Contractor's Associates.
- 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 attorney's fees) which the Bank may incur in relations 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 of the Contractor and any of the Contractor's associates.
- 8.3 The provisions set out in the Article shall survive the expiration or termination of the Contract.

ARTICLE 9. Contract Price and Terms of Payment: _____ ZAR

- 9.1 For the full and proper performance of all of Contractor's obligations under this Contract, the Bank shall pay the Contractor the Total Contract Price of _____ ZAR _____ **South African Rand** per year which shall consist of the fixed unit price for each type of service or personnel multiply by the number effectively retained by the Bank.
- 9.2 The Total Contract Price shall cover all expenses incurred by the Contractor including, charges for overhead and profit and to the cost of the remuneration and all other compensation of the Contractor's personnel, including insurance premiums and social charges including the cost of transport of the Contractor's personnel in connection with this Contract.
- 9.3 The Total Contract Price includes all the taxes, assessments, fees, duties, liens and charges, which have been or will be incurred by the Contractor due to the conclusion or implementation of this Contract.

ARTICLE 10 Payment for Services

- 10.1 The unit prices set forth in the Contractor's Proposal are fixed and firm and not subject to escalation.
- 10.2 The currency of payment shall be the South African Rand
- 10.3 The Bank may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to

such an extent as may be necessary to protect the Bank from loss under this Contract on account of:

- 1) the Contractor's failure to perform the Services, or to make adequate progress in the performance, except for failure arising out of Force Majeure;
- 2) the Contractor's failure to correct and remedy defective and/or unsatisfactory Service, when such failure has been drawn to its attention by the Bank;
- 3) the Contractor's failure to submit on time the reports required hereunder; or
- 4) the existence of damage claims against the Contractor presented by the Bank, or of reasonable evidence indicating the probable basis on which damage claims may be presented by the Bank.
- 5) The withholding by the Bank of any payment shall not affect the Contractor's obligation to continue performance under this Contract. No interest shall accrue on payments eventually withheld by the Bank in application of this paragraph.
- 6) Each payment shall be made by the Bank on the basis of an invoice submitted by the Contractor in one (1) original and three (3) copies. Each invoice shall contain the Bank contract number as well as detailed banking instructions either requesting a check to be issued to the Contractor or stating – whenever an electronic transfer is required – the name and address of the Contractor's bank, account number.

ARTICLE 11: Insurance

The Contractor shall provide and maintain insurance for an appropriate amount against public or third party liabilities for bodily injury or death or property damage arising from any operations or work carried out by the Contractor in order to comply with its obligations under the contract.

ARTICLE 12: Confidentiality

- 12.1** Each Party acknowledges that all knowledge and information concerning the other Party, that may be acquired in connection with the performance of its obligations under this Contract, including, but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person, firm or corporation without the prior written consent of the other Party.
- 12.2** Each Party shall take all lawful measures available to it to prevent any other person and/or entity employed by it or within its control from disclosing or using any confidential or proprietary information of the other Party, to which it becomes privy, regardless of whether same was generated pursuant to this Contract. Each Party shall use its best efforts and take all reasonable steps necessary, including the execution of a confidentiality and non-disclosure agreement by its employees, consultants, agents, and subcontractors to ensure that its employees, consultants, agents, and subcontractors fully comply with this paragraph.

12.3 Each Party shall be liable for any disclosure of confidential or proprietary information in breach of articles 17.1 and 17.2 by its directors, officers, consultants, agents, employees or subcontractors. Each Party acknowledges that any breach or threatened breach of articles 17.1 and 17.2 could cause irreparable injury to the other Party within a short period of time entitling the other Party to preliminary injunctive relief against any such action, which relief shall be in addition to and in no way in limitation of any and all other remedies, to which the other Party may be entitled.

12.4 The restrictions referred to in article 12.1 and 12.2 shall not apply to the information which:

- 1) presently is in the public domain;
- 2) hereafter becomes part of the public domain without any fault of the disclosing Party;
- 3) was in the possession of the disclosing Party at the time of signature of this Contract, as shown by written evidence; and/or is disclosed to the disclosing Party by a third Party at any time after conclusion of this Contract.

ARTICLE 13. Suspension of Contract

13.1 The Bank may at any time suspend the performance of the Contract 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.

13.2 Suspension of the Contract shall not prejudice or affect the accrued rights or claims and liabilities of either Party to this Contract.

ARTICLE 14. Force Majeure

14.1 Neither Party shall be liable for a failure to perform any of its obligations under this Contract, if the Party concerned proves such failure was due to any impediment beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Contract or to have avoided or overcome it or its consequences.

14.2 The term "impediment", as used herein shall include unforeseeable events, not within the control of either Party, such as, in particular, acts of God, laws or regulations, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, embargoes, civil disturbances, insurrections, riots, epidemics, landslides, earthquakes, storms, lighting, floods, washouts and explosions.

14.3 If a Party considers that any such impediment has occurred, which affects performance of its obligations, it shall promptly notify the other Party giving full particulars in writing of such impediment, including its probable duration and its effect on the Party's ability to perform. In the event the delay or failure subject of this clause extends for more than thirty (30) days after the notification, the Party able to perform shall have the right, by giving written notice to the non-performing Party, to terminate this contract.

ARTICLE 15. Termination of Contract

15.1 The Bank may terminate this Contract, and at any time, upon giving a notice in writing to the Contractor, after the occurrence of any of the events specified below:

- a) if the Contractor does not remedy a failure in the performance of its obligations under the Contract, within the appropriate time period specified in the notice of failure of performance;
- b) if the Contractor becomes insolvent or bankrupt;
- c) if, as a result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days;
- d) if the Bank, in its sole discretion, decides to terminate the Contract.

15.2 The Contractor may terminate this Contract, by not less than thirty (30) days' written notice to the Bank, in case of failure by the Bank to perform any of its obligations.

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

15.4 Payment upon termination

1. Upon termination of this Contract, the Contractor shall : (a) take immediate steps to end the performance of the Services in a prompt and orderly manner, mitigating any losses and keeping further expenditures to a minimum; and (b) promptly return all Bank equipment and, all documents, reports, statistics, data and other information provided, or made available to, or created, obtained, compiled or prepared by, the Contractor in the course of carrying out the Services.
2. If this Contract is terminated under Article 15.1, the Bank shall be liable only for payment, in accordance with payment provisions of this Contract, for the part of the Services actually performed and expenses reasonably incurred prior to the effective date of termination.

ARTICLE 16. General Provisions

16.1 The date of entry into force of this Contract is _____

16.2 Any notice given by either of the Parties hereunder to the other party shall be sent in writing, or by facsimile confirmed in writing send the day after. The notices shall include the contract number.

Unless otherwise stipulated in this Contract, instructions, manuals, reports, invoices, notices and documents required to be submitted by the Contractor shall be addressed to:

The Director General
African Development Bank Group
339 Witch Hazel Ave
Eco Park Centurion
0195

Notices to the Contractor shall be addressed to:

16.3 The Contractor may not assign, transfer, pledge, subcontract or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract, except with the prior written consent of the Purchaser.

ARTICLE 17. Corruption

- 17.1** The Contractor warrants that no employee of the Bank involved in the attribution of this Contract has received or will receive directly or indirectly any kind of benefit or advantage from, or influence in another way by, Contractor or its affiliates for the award of the Contract or its implementation. :
- 17.2** Any breach of this statement could result in a termination of the Contract and a prohibition to participate in any Bank's contract whether for the Bank itself or the Bank's funded projects.

ARTICLE 18. Modification

No changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by both Parties.

ARTICLE 19. Settlement of disputes

- 19.1** Any dispute, controversy or claim arising out of or in relation to this Contract or the breach, termination or invalidity thereof, that cannot be settled amicably, may be submitted to arbitration by either party, in accordance with the UNCITRAL Arbitration Rules as at present in force.
- 19.2** The number of arbitrators shall be three. The appointing authority shall be the International Chamber of Commerce. The place of arbitration shall be Abidjan, Ivory Coast, and the language to be used in the arbitration proceedings shall be English. Either Party shall bear its own cost arising in connection with the arbitration and shall evenly share the cost for the arbitrator(s) and other common arbitration cost.
- 19.3** The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.
- 19.4** Nothing in this article or in or relating to this Contract shall be deemed to constitute a waiver of any of the privileges and immunities of the Bank.

ARTICLE 20. Governing Law

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

ARTICLE 21. Severability

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

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Contract.

For the:
CONTRACTOR

.....

.....

Date:

Place:.....

For the:
AFRICAN DEVELOPMENT BANK

.....

.....

Date:

Place:.....

ANNEX X
SERVICE LEVEL AGREEMENT (SLA)
ADB/CTR/RDGS /2018/0080

FOR
PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR
SHORT TERM STAFF

BETWEEN

THE AFRICAN DEVELOPMENT BANK
REGIONAL DIRECTORATE GENERAL SOUTH - RDGS)

AND
THE CONTRACTOR

THIS **SERVICE AGREEMENT** (the “**Agreement**”) is made this day of **2016**(the “**Effective Date**”)

Between:

1 **AGENCY** a limited company incorporated in the Republic of South Africa and having its principal office at) of the first part;

And

2 **AFRICAN DEVELOPMENT BANK** , an international organisation established by Agreement among its founding Member States, whose Regional Directorate general South is located at 339 Witch Hazel Ave , Eco Park ,Centurion, South Africa (“**ADB**”), of the other part

(each of which may be referred to as a “**Party**” and collectively as the “**Parties**”).

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS MADE HEREIN and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, agree as follows:

1. CONFIDENTIALITY CLAUSE:

- A. The parties have entered or are about to enter into this agreement pursuant to which there will be other exchanges of information between their representatives, for the purposes of the provision to ADB by **AGENCY** of certain staff who shall be employed by BPC Africa and supplied to ADB (the “Supplied Staff”).
- B. The Parties understand that their relationship is one of mutual trust and confidence and that, through discussions and other exchanges of information, each Party may gain access to information of the other. Each of the Parties agrees that it, and each of its officers, directors and employees will be legally bound by the terms of this Agreement, and shall maintain the confidentiality of all such information in accordance with this Agreement.
- C. Neither of the Parties shall, at any time or in any manner, directly or indirectly, use for its personal benefit, or divulge, disclose, or communicate in any manner any information that is proprietary to the other Party. **AGENCY** shall protect ADB’s proprietary information that may come into its possession as a result of this contract and treat it as confidential. **AGENCY** shall ensure that the Supplied Staff observe this contractual obligation on confidentiality, which will continue to be effective after the termination of this Agreement. Upon termination of this Agreement, **AGENCY** shall ensure the return to ADB of all necessary records, notes, documentation and other items that were used, created or controlled by **AGENCY** or the Supplied Staff during the term of this Agreement.

2. Background:

ADB needs staff for its Eastern Africa Regional Resource Centre on short term tasks to be delivered for ADB.

Following enquiry by ADB, and the expression of interest by **AGENCY** with a view to providing such staff, **AGENCY** confirms that it can provide the required staff to ADB on the terms provided for in this Agreement.

3. Sourcing and Identification of Supplied Staff:

Supplied Staff must qualitatively match the specific job profiles provided by ADB. The process of sourcing for and identification of Supplied staff shall be carried out as follows:-

- i. ADB shall identify the need for a staff and formally put in a requisition to **AGENCY** with a specific work profile;

- ii. Within 5 working days of receipt of ADB's requisition, BPC Africa shall provide to ADB a shortlist of at least five candidates, including candidates recommended by ADB (if any), with copies of their CVs and applications. Such candidates could be from ADB's or **AGENCY** database or already be in the **Agency** engagements/pool.
- iii. **AGENCY** shall plan and organise for interviews, with panel members from both Parties.
- iv. The candidate meeting the criteria set for the particular job shall be offered a **AGENCY** short-term agency contracts and seconded to ADB on terms (including the salary to be paid to them and the duration for which they shall be so seconded) to be agreed by both ADB and **AGENCY**.
- v. The Supplied Staff shall be directly managed on a daily basis by ADB in whose premises the Supplied staff's work station shall be located for the period he or she is seconded to ADB.
- vi. Each Supplied staff will be eligible for 2 working days leave per calendar month during the period when he or she is seconded to ADB. However the leave shall be taken before the end of the secondment and shall under no circumstances be converted into remuneration. Leave to be taken by Supplied Staff shall be approved by ADB subject to the exigencies of duty.

4. Relationship of the Parties

It is understood by the Parties that AGENCY is an independent contractor with respect to ADB, and neither AGENCY nor the Supplied Staff shall be deemed to be employees of ADB. Except as provided herein, ADB shall not provide any fringe benefits, including health insurance benefits, paid leave or any other employee benefit to AGENCY or the Supplied Staff.

5. Indemnification

AGENCY agrees to indemnify and hold harmless ADB from all claims, losses, expenses, fees and judgments that may be asserted against ADB that result from the acts or omissions of AGENCY, AGENCY employees and AGENCY agents.

6. Specific and Immediate Support Areas:

Notwithstanding the provisions of Sub-Clause (i) of Clause 3 of this Agreement, the parties acknowledge the following as the immediate need of ADB for Supplied Staff, for which AGENCY is expected to provide a shortlist, CVs and applications for processing, within five working days from the Effective Date:

1. Administrative Assistants, IT

- Duties shall be performed under **Administrative Assistant** category

2. Clerical Support

- Duties shall be performed under **Disbursement Clerk, team Assistant** category

3. Secretaries

- Duties shall be performed under **Secretaries** category

4. Drivers

- Duties shall be performed under **support staff level** category

7. Service Agreement

- i. ADB will allocate manage and supervise the Supplied Staff on a day-to-day basis for delivery and overall performance.

- ii. It is the responsibility of ADB to set, monitor and evaluate performance of the Supplied Staff, and communicate the same to AGENCY at the end of each secondment period.
- iii. The Supplied Staff will be required to adhere to all the rules and regulations of ADB.
- iv. AGENCY shall be responsible for guiding the Supplied Staff and ensuring that their performance is in line with their respective Terms of Reference/Job profiles on a monthly basis. Where the Supplied Staff's performance is, in the opinion of the ADB, not satisfactory, AGENCY undertakes to replace that Supplied staff within a maximum of Ten (10) working days. Delays in replacing the non-performing Supplied Staff that are not reasonably justified may result in termination of this Agreement by the Bank.
- v. Once the task for which a Supplied Staff is designated is completed, the said Supplied Staff shall be released back to AGENCY and the short-term contractual agreement with AGENCY shall apply.
- vi. AGENCY shall be responsible for the application of taxation and other statutory requirements of Supplied Staff in line with applicable country legislations, as and when they fall due.
- vii. The Parties recognize that ADB is tax-exempt in Kenya and shall not therefore be invoiced for, or liable to pay, any taxes, pursuant to this Agreement. ADB shall supply AGENCY with legal evidence of its tax exemption in South Africa
- viii. The AGENCY to be awarded the contract will be willing to take over from the incumbent the management of the existing seconded staff.

8. Payment & Payment Terms

- i. The fees payable by ADB to AGENCY for the services to be rendered under this Agreement shall be as laid out in the following table:-

Item	Category of Short Term Staff	Estimated market rate salary range	Statutory costs per supplied staff	Proposed Administrative Fees per supplied staff ZAR(VAT Excl.)
1	GS7-GS8-Short Term Assistants-e.g. Administrative, IT support, Operations, projects, procurement, Finance etc			
2	GS5-GS6-Seconded Secretarial /clerical-e.g Secretaries, Team Assistants, Clerks etc			
3	GS3-GS4-Seconded Support Level-e.g Drivers, Messengers, Telephone Operators etc			
4	Short Term Casual-Resource to manage specific task for a period less than a month			

- ii. Payments shall be invoiced as a total sum to ADB at the end of each month and AGENCY shall be responsible for the short-term contract staff payments. A breakdown of the total amount specifying the names of the concerned Supplied Staff will also be supplied together with the monthly invoice.
- iii. Applicable taxation between the Supplied Staff and AGENCY shall be advised in the Supplied Staff's short-term employment contract and effectively applied by AGENCY in accordance with Kenyan legislative requirements.
- iv. Payments turn-around-time shall be within 30 working days.

9. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of South Africa

10. Settlement of Dispute

- 10.1 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.
- 10.2 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.
- 10.3 The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) days after the 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.
- 10.3 The language to be used in the arbitral proceedings shall be English.
- 10.4 The seat or legal place, of arbitration shall be Nairobi, Kenya
- 10.5 The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. Notwithstanding the provisions of the UNICTRAL Arbitration Rules, the arbitral tribunal shall not be authorized to take or provide and the parties shall not be authorized to seek from any judicial authority any interim measures of protection or pre-award relief against the other party.
- 10.6 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.

11. No relationship created

Nothing in this Agreement shall be construed as establishing or implying any partnership, agency or joint venture relationship between the Parties, or authorize a Party to commit or bind the other Party in any way whatsoever without obtaining the other Party's prior written consent.

12. Amendments in writing

No amendment or modification of any term of this Agreement shall be valid or binding on the Parties unless made in writing and executed on behalf of each Party by a duly authorized representative under addendum.

13. Duration, Termination and Renewals

13.1 This Agreement shall be in force for an initial period of three year, i.e. from the Effective Date to 20, with a possibility of renewal for a period of one year twice on similar or varied terms, subject to the mutual agreement of the Parties.

13.2 This Agreement may nevertheless be terminated in writing by either party by:-

- i. giving one month's notice in writing to the other Party in the event of termination due to unforeseen circumstances beyond the control of the Parties;
- ii. giving seven days' notice for non- performance of the other Party.
- iii. without notice for gross misconduct or breach of the Agreement by the other Party.

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

For AFRICAN DEVELOPMENT BANK: _____

Date:

For CONTRACTOR: _____

Date:

Annex XI: PERFORMANCE EVALUATION OF SERVICE PROVIDER

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 –N/A				
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- N/A				
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 N/A				
14. CONDUCT / BEHAVIOUR				
15. WORKING LANGUAGE				
III. SERVICES				
1. QUALITY OF SERVICE				
2. AVAILABILITY OF SERVICE				
3. CLEANLINESS				
4. QUANTITY				
5. VARIETY				

ANNEX XI– BID SUBMISSION CHECK LIST

PROVISION OF HUMAN RESOURCES AGENCY SERVICES FOR SHORT TERM STAFF

ADB/RFP/RDGS/2018/0080

BID SUBMISSION CHECK LIST

- ☐ All pages of the proposal shall be numbered.
- ☐ Submit audited accounts for 2013,2014 and 2015
- ☐ Complete all the questionnaires included as Annex IV and V
- ☐ Technical and Financial proposals contained in separate sealed envelopes.
- ☐ Proposals submitted in one (1) original and four (4) copies.
- ☐ All proposals shall be clearly labelled as indicated in Article 32 of the RFP document's Section 1 - Instruction to bidders.
- ☐ The validity period for the proposals is ninety (90) days from the submission deadline date.

CHECK LIST OF DOCUMENTS TO BE INCLUDED IN THE PROPOSAL

The bidder should use this checklist for ensuring that his proposal complies with all requirements of this RFP.	Checked by the Bidder “(Y/N)”	Indicate page number of the document
Documents to be provided with Proposals are:		
Work Plan and service process methodology		
Bid estimates indicating prices in accordance with the sample in the Annex IV (including market rate salary ranges and statutory costs)		
Financial statements for the latest past three years.		
Brief Description of three similar Agency Services projects carried out;		
Any other relevant Documentation such as proof of competence for Account Manager.		
Proof that Services will come from the ADB Member countries		

Capacity building and knowledge transfer program		
Price Schedule		
Administrative documents:		
A copy of the trade register and articles of association of the company		
A tax attestation as provided for by the regulations in force, not more than six (6) months old		
A certificate of subscription to the local social security organization, not more than six (6) months old (Optional) The contact addresses (including telephone and fax numbers) of the persons representing the bidder and empowered to sign		
The qualifications information form (duly completed) with the CVs (curriculum vitae) of the proposed key staff		
External Envelope		
Both internal envelopes have been placed together in a large single sealed envelope called “external envelope”. Refer to (Instruction to bidders clause 32.5)		
The external envelope is anonymous and, carries only the label specified in the RFP data sheet which has been photocopied and placed on the external envelope		
Deadline for submission of bids: the Bank shall receive proposals no later than the deadline indicated in the RFP Data Sheet .		