

**African Development Bank Group  
Temporary Relocation Agency**



**Corporate Procurement Division**

**June 2012**

**RENOVATION WORKS FOR OFFICE PREMISES FOR THE AFRICAN  
DEVELOPMENT BANK IN ABUJA- NIGERIA- ADB/NCB/NGFO/2012/0157**

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This is to solicit for a quote for the above mentioned project in respect of goods and services to be provided to the African Development Bank offices in NIGERIA.

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## **Section I. Instructions to bidders (ITB)**

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## **Section I. Instructions to bidders**

### **1. Scope of Bid**

The African Development Bank (*“the Bank or the AfDB”*) invites sealed bids for works from eligible Bidders for: **Renovation works for office premises for the African Development Bank in Abuja- Nigeria**

- 1.1 For AfDB Nigeria Field office, as described in the specification and Bill of Quantities indicated in section IV V, VI and VII. The description and identification number of the bid is **ADB/NCB/NGFO/2012/0157**
- 1.2 The successful Bidder will be expected to complete the **Works within forty five (45) calendar days.**

### **2. Eligible Bidders**

- 1.1 This Invitation for Bids is open to all Bidders from eligible countries as defined in the AfDB Rules of Procedure for Procurement of Goods and Works [*see Annexure A*]. Any materials, equipment, and services to be used in the performance of the Contract shall have their origin in eligible source countries.
- 2.2 Government owned enterprises in the host country may participate only if they can establish that they (i) are legally and financially autonomous; and (ii) operate under commercial law. No dependent agency of the host country under a Bank financed project shall be permitted to bid or submit a proposal for the procurement of goods or works under this procurement.

### **3. Qualification of Bidder**

- 3.1 All bidders shall provide in Section II - Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary, including the people who will be involved in the works.
- 3.2 To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria specified in

### **4. Bidder's Bid**

- 4.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified.
- 4.2 Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.

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## 5. Assignment and Subcontracting

- a) The Contractor shall not assign, transfer or make any other disposition of any of its rights and obligations under this Contract, in whole or in part, except with the prior written consent of the Bank.
- b) The Contractor shall not subcontract the whole or any part of the Works to any person or entity except with the prior written consent of the Bank given in respect of the particular person or entity.
- c) Notwithstanding any such consent given by the Bank pursuant to Articles a) or b) above, the Contractor hereby guarantees full compliance by each of the Contractor's Associates with the terms of this Contract and the prompt performance by each of them of the subcontracted parts of the Works. The Contractor further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Works.

## 6. Cost of Bidding

- 6.1 The Bidder **shall bear all costs associated with the preparation and submission of his bid**, and the Bank shall not be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

## 7. Contract Type

- 7.1 The contract resulting from this solicitation will be a lump-sum contract.

## 8. Mandatory Site Visit

- 8.1 The Bidder, at the Bidder's own responsibility, expenses and risk, is to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for each specific as indicated in the attached BOQ and specifications for the African Development Bank, Abuja, Nigeria. The site visit shall be on Tuesday the **26<sup>th</sup> June 2012 at 09.30 to 10.30 hours**.

## 9. Content of Bidding Documents

- 9.1**
- |                  |   |
|------------------|---|
| <b>Section I</b> | <b>Instructions to Bidders</b>  |
| Section II       | General Conditions of Contract  |
| Section III      | Standard Forms: <ul style="list-style-type: none"><li>a. Qualification Information</li><li>b. Bank Guarantee for Advance Payment</li><li>c. Performance Bank guarantee.</li></ul> |
| Section IV       | Bid Data Sheet  |
| Section V        | Specifications  |
| Section VI       | Drawings  |
| Section VII      | Bill of Quantities  |
| Section VIII:    | Appendices: <ul style="list-style-type: none"><li>Appendix 1: Technical Specifications</li></ul>  |

## **10. Clarification of Bidding Documents**

- 10.1 A prospective bidder may request the Bank in writing for clarifications of the bidding documents. The Bank shall respond to such requests if received no later than **5 days before bid closing date**. The Bank shall also **post on the Bank's Internet the responses** and send copies of responses to all those Bidders who have obtained the bidding documents, without identifying the originator of the request. Similarly, prior to the deadline for submission of bids, the Bank may modify the bidding documents by issuing addenda.

## **11. Language of Bid**

- 11.1 The Bank has two (2) official languages, English and French. All documents relating to the Bid and Contract shall be in English or French

## **12. Documents Comprising the Bid**

- 12.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Bid response in compliance with ITB 28
  - (b) Qualification Information and Documents in Section II
  - (c) Priced Bill of Quantities;

## **13. Bid Prices and Cost of bidding**

- 13.1 The Contract shall be for Works, as described in Scope of Work Article 1, Sub- Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Bank when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.3 The rates and prices quoted by the Bidder shall be separately indicated. The Bidder shall submit with the Bid all the information required on sub-clause 12.1.

## **14. Currency of Bid and Payment**

- 14.1 The unit rates and prices shall be quoted by the Bidder entirely in the currency of the Bank's host country as specified in the bid data sheet. Foreign currency requirements shall be indicated as a percentage of the Bid price (excluding provisional sums<sup>1</sup>) and shall be payable at the option of

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<sup>1</sup> Provisional sums are monetary sums specified by the Bank in the Bill of Quantities, to be used at his discretion for nominated subcontractors and other specified purposes.

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the Bidder in (a) the currency of the Bidder's home country or (b) a currency widely used in international trade, always provided that a Bidder expecting expenditures in currency(ies) other than those stated in (a) or (b) above for portions of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the relevant currencies and percentages in the Bid.

14.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in Sub-Clause 14.1 above shall be the selling rates for similar transactions established by the authority specified in the Bid Data Sheet prevailing on the date 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Bidder.

14.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

14.4 Bidders may be required by the Bank to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the Contract Data are reasonable and responsive to Sub-Clause 14.1.

## **15. Bid Validity**

15.1 Bids shall remain valid for the period of 90 days as specified in the Bid Data Sheet. The Bank may request that the Bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by a fax. A Bidder may refuse the request in which case he may withdraw his bid without penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid.

## **16. Bid Security N/A**

## **17. Format and Signing of Bid**

17.1 This is a single envelope bid, the Bidder shall prepare **ONE original** of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, with the Form of Bid, and clearly marked "**ORIGINAL**". In addition, the Bidder shall submit **FOUR copies of the Bid**, clearly marked as "**COPIES**". In the event of discrepancy between them, the original shall prevail.

17.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

17.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Bank, or as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid.

## **18. Sealing and Marking of Bids**

18.1 The Bidder shall seal the original and all copies of the Bid in inner envelopes and one outer envelope, duly marking the inner envelopes as "**ORIGINAL**" and "**COPIES**".

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Bank at the address provided in the Bid Data Sheet;
- (b) Bear the name and identification number of the solicitation.

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- (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bid Data Sheet.

- 18.3 In addition to the identification required in Sub-Clause 17.2, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 20.1. The internal envelope placed together in a large single sealed envelope with the inscription “external envelope”, must be anonymous and, **carry only the following label which should be photocopied and placed on the external envelope:**

African Development Bank,  
Nigeria Field Office  
8 Lake Chad Crescent, Maitama District,  
PMB 530, Abuja 900001,  
Nigeria

INVITATION FOR BIDS – DO NOT OPEN UNTIL ON BID  
OPENING DAY

Reference: **ADB/NCB/NGFO/2012/0157**

**RENOVATION WORKS FOR OFFICE PREMISES FOR THE  
AFRICAN DEVELOPMENT BANK IN ABUJA- NIGERIA -  
ADB/NCB/NGFO/2012/0157**

**Closing Date and Time: Monday 18<sup>th</sup> July , 2012 – 15:00 hrs, Abuja ,  
Nigeria local Time**

**Opening Date and Time: Monday 18<sup>th</sup> July, 2012 – 15: 30 hrs, Abuja ,  
Nigeria local Time**

- 18.4 It is the sole responsibility of the bidders to ensure that the sealed envelope containing the proposal reaches the above address before the time and date indicated in paragraph 4 above. When delivered by hand, the proposals must be delivered at the above address during the Bank’s working hours from **0800 hrs to 1200 hrs and from 1400 hrs to 1800 hrs, Monday through Friday except for holidays observed by the Nigeria Country** and the African Development Bank. Delivery to any other office of the African Development Bank will be at the risk of the bidder and will not constitute timely delivery. Proposals received after the above-mentioned closing time or deadline shall be rejected. If the deadline for submission happens to be a holiday, the proposals will be opened at the same time on the next working day. The Bank may extend the deadline for submission of proposals at any time without incurring any liability to the bidders.
- 18.5 If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.



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## **19. Deadline for Submission of Bids**

- 19.1** Bids shall be delivered to the Bank at the address specified below no later than **Wednesday the 18<sup>th</sup> July 2012 at 15.00 hours**, Abuja, Nigeria local, with inscription **ADB/NCB/NGFO/2012/0157 on the envelope, to;**

Resident Representative  
African Development Bank Group  
Nigeria Field Office  
8 Lake Chad Crescent, Maitama District,  
PMB 530, Abuja 900001,  
Nigeria

- 19.2** The Bank may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 15, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **20. Late Bids**

- 20.1** Any Bid received by the Bank after the deadline prescribed in Clause 19 will be returned unopened to the Bidder.

## **21. Modification and Withdrawal of Bids**

- 21.1** Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 19.2
- 21.2** Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**," as appropriate.
- 21.3** No Bid may be modified after the deadline for submission of Bids.
- 21.4** Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bid Data Sheet or as extended pursuant to Sub-Clause 19.2 will result in the forfeiture of the Bid Security pursuant to Clause 16.
- 21.5** Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission. Discounts or any modification to bid prices not submitted in accordance with Clause 21 shall be rejected.

## **22. Bid Closing and Opening**

- 22.1** The Bank will open the bids including modifications, at the time and in the place specified in the Bid Data Sheet, **being 18<sup>th</sup> July 2012 at 15.30 hours Abuja Nigeria local time**. The bidders' names, the Bid prices, the total amount of each Bid, any discounts, bid modifications and withdrawals will be verified by the Bank at the opening. The public bid opening shall be on the **same date of 18<sup>th</sup> July 2012 at 15.30 hours, Abuja, Nigeria, local time**.

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- 22.1.1 Bids or modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at bid opening shall not be considered further.

## **23. Process to be Confidential**

- 23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Bank's processing of bids or award decisions may result in the rejection of Bidders Bid.

## **24. Clarification of Bids**

- 24.1 To assist in the examination, evaluation, and comparison of bids, the Bank may, at the Bank's discretion, ask any Bidder for clarification of the Bidder's Bid. The request for clarification and the response shall be in writing or by e-mail, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the bids in accordance with Clause 26.

## **25. Examination of Bids and Determination of Responsiveness**

- 25.1 Prior to the detailed evaluation of bids, the Bank will determine whether each bid is substantially responsive to the requirements of the bidding documents. A substantially responsive Bid is one, which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:

- (a) which affects in any substantial way the scope, quality, or performance of the Works; or
- (b) which limits in any substantial way, inconsistent with the documents, the Bank's rights or the Bidder's obligations under the Contract; or
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids?

- 25.2 If a Bid is not substantially responsive, it will be rejected by the Bank, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

### **25.3 Pass / Fail Evaluation Criteria**

- 25.3.1 Evaluation will be conducted through the procedures prescribed by the Bank's rules for internal acquisition of goods and services. The pass/fail criteria are as follows:
- (a) Bidders must originate from one of the Bank's member countries, be established under the laws of a member country, whose the majority of the capital is owned by nationals of member countries, and which are settled in one of the member countries. The complete list of member countries is available in the Instructions for Bidding (IFB) Document, Annex A.( Attached certificate from Corporate Affairs Commission)

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- (b) Provide audited Financial Statements for the last three years, (2008, 2009, 2010 or latest) with an average annual turnover of US\$ 500,000
  - (c) Experience as a prime contractor in the respective industry of at least three works of a similar nature and complexity to the works required under this tender, over the last 3 years.
  - (d) A Project Manager (Engineer) with a minimum five years experience in works of an equivalent nature and volume and must be a qualified member registered by respective professional body.
  - (e) The company must also be registered with respective regulatory/ professional body.
  - (f) Proposed products shall originate from ADB Member country
  - (g) Joint venture agreement (if applicable)
  - (h) Submission of work programme
  - (i) Attendance of Mandatory Site visit.

## **26. Correction of Arithmetic Errors**

### **26.1 Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Errors will be corrected by the Bank as follows:**

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern;
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- (c) The Bidder will be advised, if the Bidder refuses to accept the correction his Bid will be rejected, and the Bid Security will be forfeited in contrary to Clause 16.

## **27. Currency for Bid Evaluation**

- 27.1 The bidder can express their bids in any freely convertible currency or Nigeria Naira. For the purpose of the evaluation, the Bank will convert all bid 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 quotations).

## **28. Evaluation and Comparison of Bids**

- 28.1 The Bank will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25.
- 28.2 In evaluating the bids, the Bank will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

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- (a) making any correction for errors pursuant to Clause 26;
  - (b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 21.5.

28.3 The Bank may waive any minor informality or non-conformity, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Bidder.

## **29. Award of Contract**

29.1 Subject to Clause 25, the Bank will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been qualified in accordance with the provisions of Clause 4.

29.2 Options will be negotiated only with successful bidder.

## **30. Banks Right to Accept any Bid to Reject any or all Bids**

30.1 Notwithstanding Clause 29, the Bank reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

## **31. Notification of Award and Signing of Agreement**

31.1 The Bidder whose Bid has been accepted will be notified of the award by the Bank prior to expiration of the Bid validity period by registered letter. The notification of award will constitute the formation of the Contract, and will be substantiated by the Bidder signing the Agreement in accordance with Sub-Clause 31.2.

31.2 The Bank will send the successful Bidder the Agreement attached as appendix 4, provided in the bidding documents incorporating all agreements between the Bank and the successful Bidder. Upon receipt of the contract the successful Bidder will sign the Agreement and deliver it to the Bank.

## **32. Advance Payment**

32.1 The Bank will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount not to exceed 30% of the contract sum. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section II. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Bank's "Notice to proceed".

32.2 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works and Related Services on a payment basis.

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### 33. Taxes and Duties

33.1 Prices indicated in the Supplier's bid shall, at all times, be deemed to be firm and not subject to revision. Supplies for the Bank are exempted from taxes and Customs duty. Accordingly prices shall be quoted or invoiced free and clear of all applicable taxes, including value added tax, sales taxes, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority. If a Supplier is unable to quote or invoice exclusive or all applicable taxes, such taxes shall be separately set forth on the quote or invoices. The Bank will require the following documents for obtaining exoneration from payment of taxes.

- i) Copies of the detailed packing list and any document relating to the property and /or right of use of the goods.
- ii) Transport documents (AWB/B/L, postal receipt) and the insurance certificate, if delivery CIF/CIP.

### 34. Fraud and Corruption

It is the Bank's policy to require bidders/ suppliers/ contractors/ concessionaires under Bank-financed procurement to observe the highest standards of ethics during the procurement and the execution of contracts under such procurement.

34.1 The Bank defines, for the purposes of these provisions, the terms set forth below as follows:

- (a) "*corrupt practice*" means the offering, giving receiving or soliciting of anything of value to influence the action of a public official in the *procurement* process or in contract execution, and includes, inter alia, bribery and extortion or coercion which involve threats of injury to person, property or reputation; and
- (b) "*fraudulent practice*" is any act or omission including misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practices among bidders or between bidders and Bank (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels.
- (c) "*collusive practice*" is an arrangement between two or more Bidders, designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (d) "*coercive practice*" means impairing or harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

34.2 The Bank will, following its own investigation and determination in accordance with its procedures:

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- (a) declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract. A firm declared ineligible by the Bank in accordance with this sub-paragraph shall be ineligible to be awarded a Bank-financed contract during the period of time determined by the Bank.

34.3 The Bank reserves the right, where a firm has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that such a firm is ineligible, for a stated period of time, to be awarded a Bank-financed contract.

34.4 The Bank will have the right to require that, in contracts financed by the Bank, a provision be included requiring suppliers and contractors to permit the Bank to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Bank.

### **35. Performance Security**

35.1 Within 10 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Bank a Performance Security in the amount and in the form (Bank Guarantee) stipulated in the Contract Data, denominated in the type and proportions of currencies in accordance with the Conditions of Contract.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Bank or a foreign bank through a correspondent bank located in the country of the Bank AfDB or (b) with the agreement of the AfDB directly by a foreign bank acceptable to the Bank.

35.3 In lieu of performance security / bond, the contractor may request the Bank to retain 10% of the Contract Amount which will be cleared as follows;

- a) Five percent (5%) released within twenty-eight days after six months (6) defects liability period following the final acceptance of the works;

- b) Remaining five percent (5%) released within twenty-eight days after a one (1) year defects liability period following the final acceptance of the works.

35.4 Failure of the successful Bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award.

### **36. Insurance**

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

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**37. Plant, Tools and Vehicles**

- 37.1 Contractors shall provide all necessary plant, tools and vehicles required for the proper execution of the works and remove when no longer required. Contractor will allow for adapting from time to time as may be necessary and maintaining all plants, tools and other equipment during the course of the contract.

**38. Security of works**

- 38.1 Contractors shall be entirely responsible for the security of works, stores, material, plant and personnel both for his own and sub-contractor and must provide all necessary watching, lighting and other precautions as necessary to ensure security. Works will be in security controlled building therefore diligence is required in maintaining security both day and night.

**39. General Scaffolding**

- 39.1 Contractors shall provide, erect and subsequently remove when no longer required all necessary scaffolding including all external scaffolds and movable platform. Due to the nature of the work, scaffolding will be limited.

**40. Transport**

- 40.1 Contractors will allow for transport of workmen, materials and equipments to and from the site at such hours and by such routes as may be permitted, taking into account of working off- normal working hours.

**41. Supervision and Working hours**

- 41.1 The works shall be executed under the direction and to the reasonable satisfaction of the Project Manager, the Bank's Architect who shall, at all times, during normal working hours have access to all works or any other places where such work is being prepared for the contract.
- 41.2 Working hours shall be those generally in force. No work will be carried out at night or on gazette holidays unless the Bank and Architect direct so, working hours

**42. Samples**

- 42.1 Contractor shall furnish at his own cost any samples of materials, goods or workmanship and any other necessary samples depending on the request by the Architect for his approval or rejection and any further samples are approved by the Architect and the Client.
- 42.2 Contractor shall allow in his tender bid for such samples except those in connection with nominated sub-contractor.

**43. Taking Delivery and Transporting**

- 43.1 Where in the Bills of Quantities items have been inserted for attendance upon nominated Suppliers, the Contractors will be required to take delivery of the specific

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items in Abuja, Nigeria, load up and transport them to the site, unload and store until required, and transportation and delivery will be at the Contractor's expenses.

#### **44. Day Works**

- 44.1 Day works shall only be executed with the prior written permission of the Architect. Where this authority is given, original vouchers giving the fullest particulars of hours worked, names of craftsmen and laborers, description of work executed, quantities and other related variables, will be recorded.

#### **45. Program and Progress Chart**

- 45.1 Contractor shall prepare a full detailed programme and progress chart in the form of bar chart, precedence diagram or network analysis to coincide with the various sectional completions dates if any and must accurately detail the entire operations of the contractor.

#### **46. Site Records**

- 46.1 Contractor shall keep an accurate Site Diary in which he shall record all happenings and events which might affect the progress and quality of the works, including weather conditions, number of Artisans, laborers and other employees.

#### **47. Visitors to the Site**

- 47.1 Contractor shall control all visitors to the site and keep unauthorized visitors and provide a visitors book and ensure that all authorized visitors, including Consultants and Employer's (the Bank) staff therein.
- 47.2 Contractor, upon request shall deliver diary and visitors book into safe custody of the Architect on completion of the works and shall at all reasonable times, during the progress of the works, make them available for inspection.

#### **48. Removal of Rubbish and Works to be delivered up Clean**

- 48.1 Contractor shall remove all rubbish and debris from the buildings and site as it accumulates and at completion of the works and remove all plant, scaffolding and unused materials at completion and deliver the works clean.
- 48.2 Clean all existing / reused partitions clean all floors, sanitary fittings, glass inside and outside, and any other part of the works which may require it. The Contractor shall clean and flush all gutters, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside, and any other part of the works which may require it.

#### **49. Defects Liability Period and Retention fee**

- (a) The Defect Liability Period under this Contract is one year from the date of successful completion of the work by the Contractor and acceptance thereof by the Bank.
- (b) The Bank shall retain 5 % of the contract value until the end of the Defects Liability



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Period. The Bank shall pay the Contractor the Retention upon certification by the Bank's Project Representative that the Contractor has corrected all known defects.

**50. Cost of Repairs**

- 50.1 Loss or damage to the Works and Related Services or Materials to be incorporated in the Works and Related Services between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

**51. Completion**

- 51.1 The Contractor shall request the Bank, to issue a certificate of Completion of the Works and Related Services, and the Project Manager shall do so upon Deciding that the work is completed.

**52. taking over and acceptance**

- 52.1 The Bank shall accept the Site and the Works and Related Services within seven days of the Bank issuing a certificate of Completion.

**53. Payment upon Termination**

- 53.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered, less advance payments received up to the date of the issue of the certificate and less the actual cost to the Bank for the procurement and eventual completion of the portion of the work not completed by Contractor. Additional Liquidated Damages shall not apply. If the total amount due to the Bank exceeds any payment due to the Contractor, the difference shall be a debt payable to the Bank.
- 53.2 If the Contract is terminated for the Bank's convenience or because of a fundamental breach of Contract by the Bank, the Bank shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and Related Services, and the Contractor's costs of protecting and securing the Works and Related Services, and less advance payments received up to the date of the certificate.

**54. Property**

- 54.1 All Materials on the Site, Plant, Equipment, Temporary Works and Related Services, and Works and Related Services shall be deemed to be the property of the Bank if the Contract is terminated because of the Contractor's default.

**55. Final Account**

- 55.1 The Contractor shall supply the Bank with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the Final

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Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

**56. Acceptance of all terms and Conditions and requirements set forth**

- 56.1 It shall be clearly understood that by submitting a bid in response to this solicitation, a Bidder shall be deemed to have accepted all terms, conditions and requirements set forth in these specifications, terms and general conditions unless otherwise clearly noted and explained in the response to bid why these terms, conditions and requirements are not accepted.
- 56.2 It shall be noted that lack of acceptance of terms, conditions and requirement of this solicitation, will render the bid non-responsive.

## ANNEX A - 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	54. South Sudan		
NON REGIONAL COUNTRIES			
1. Argentina	2. Austria	3. Belgium	4. Brazil
5. Canada	6. China	7. Denmark	8. Finland
9. France	10. Germany	11. India	12. Italy
13. Japan	14. Korea	15. Kuwait	16. Netherlands
17. Norway	18. Portugal	19. Saudi Arabia	20. Spain
21. Sweden	22. Switzerland	23. United Kingdom	24. United States of America

**African Development Bank**  
**General Terms and Conditions for the Purchase of Goods, Works and Services**

**1.0 Constitution of Contract**

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

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

**2.0 Performance of Contract**

**2.1** The Contractor agrees to provide the works or services (hereinafter called the “Services”), as the case may be, required hereunder in accordance with the requirements set forth in the Contract or PO documents. The Contractor undertakes to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the Contractor’s industry, having due regard for the nature and purposes of the Bank as an international organization and to ensure that the employees assigned to perform any Services under the Contract or PO will conduct themselves in a manner consistent therewith. The Services will then be rendered in (1) an efficient, safe, courteous and businesslike manner; (2) in accordance with any specific instructions issued from time to time by the Bank’s designated Project Manager; and (3) to the

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

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

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

**3.0 Conflict of interest**

**3.1** The remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor shall not accept for its benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any subcontractors,

as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

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

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

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

#### **5.0 Insurance**

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

#### **6.0 Documents**

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

**necessary for their maintenance and operation.**

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

#### **7.0 Changes**

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

#### **8.0 Payment and Claims**

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

Financial Control Department,

African Development Bank

15, Avenue de Ghana, angle des rues  
Pierre de Coubertin et Hedi Nouria  
BP 323, 1012 Tunis Belvedere  
Tunisia

Appropriate documentation should  
accompany all invoices.

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

#### 9.0 Warranties

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

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

#### 10.0 Safety

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

#### 11.0 Suspension

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

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

#### 12.0 Termination of Contract/PO

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

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

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

12.1.3 For convenience, without assigning any reason.

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

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

the termination of the Contract/PO, from any monies due. In case of partial termination of the Contract/PO, the Contractor shall continue performance of the Contract/PO to the extent not terminated.

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

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

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

competitive levels and to deprive the Bank of the benefits of free and open competition.

#### 13.0 Period of performance and Liquidated Damages

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

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

#### 14.0 Liability

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

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

14.3 The Contractor undertakes to indemnify and hold the Bank and its agents and principals harmless against all claims, suits and losses that are due to personal injury (including death) or property damage to the extent caused, or alleged by a claimant to have been caused, connection with the performance of the Services under this Contract/PO, by (i) improper or defective work performed by the Contractor; (ii) improper or



**defective machinery, materials, supplies, implements, equipment or appliances provided, installed or used by the Contractor; and (iii) negligent or wrongful acts or omissions of the Contractor.**

#### 15.0 Intellectual Property and Confidentiality

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

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

#### 16.0 Dispute Settlement

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

**16.2 If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the**

**dispute or difference, either party may require that such dispute be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.**

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

**16.4 The arbitration shall take place in, [City of the Field office domicile], [Country] and shall be in the English language.**

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

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

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

#### 17.0 Governing law

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

#### 18.0 Force Majeure

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

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

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



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

#### **19.0 Severability**

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

#### **20.0 Copyrights, database and design rights**

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

## Section II. Standard Bidding Forms

### A. Qualification information

The information below shall be filled in by Bidders in accordance with Clause 3 of the instructions to Bidders (ITB). This information will be used during bid evaluation and will not be incorporated in the Contract.

#### 1. Individual Bidders or Individual members of a Joint Venture

##### 1.1 Constitution or Legal Status of Bidder (*attach copy*):

Place of Registration:

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*Principal Place of Business:*

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##### 1.2 Work performed as prime Contractor on works of a similar nature and volume over the **last three years**. Also list details of work underway or committed, including expected completion date.

Contract Name and Country	Name of Client and Contact Person	Type of Work Performed and Year of Completion	Value of Contract

##### 1.3 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, make, and Age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom or to be purchased (from whom)

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

Position	Name	Years of Experience	Years of Experience in Proposed Position
Project Manager			

1.5 Proposed subcontractors and firms involved (for Bank's information).

Sections of The Work	Value of Subcontract	Subcontractor (Name and Address)	Experience in Similar Works

1.6 Information on current litigation in which the Bidder is involved.

Other Party(ies)	Cause of Dispute	Amount involved

1.7 Proposed Work Programme (work method and schedule). Descriptions, drawings, charts, etc, as necessary, to comply with the requirements of the bidding documents. It shouldn't **exceed forty five (45) calendar days** for completion of all works

1.8 The Contractor is expected to submit together with his bid a detailed programme, showing how he intends to carry out the works to conform to the bid period. The program shall be updated in accordance with the Conditions of Contract.

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## 2. Joint Venture Information

- 2.1 The information listed in paragraphs 1.1 to 1.6 shall be provided for each partner in a Joint Venture.
- 2.2 The information in 1.7 above shall be provided for the Joint Venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid, authorizing signature of the Bid on behalf of the Joint Venture.
- 2.4 Attach the Agreement among all partners of the Joint venture (and which is legally binding on all partners – *Joint Venture Agreement*), which shows that:
  - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) One of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture; and
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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**B. Bank guarantee for advance payment<sup>2</sup>**

To: *[name and address of Commercial Bank]*

*[name of Contract]*

Gentlemen:

In accordance with the provisions of the ITB 32 (“Advance Payment”) of the above-mentioned Contract, *[name and address of Contractor]* (hereinafter called “the Contractor”) shall deposit with *[name of Bank]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee]* *[amount in words]*.<sup>3</sup>

We, the *[Commercial Bank or Financial Institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Bank]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding *[amount of Guarantee]* *[amount in words]*.<sup>4</sup>

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between *[name of Commercial Bank]* and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Commercial Bank]* receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal:

Name of Commercial Bank/Financial Institution:

Address:

Date:

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<sup>2</sup> . Bidders should not complete the Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Advance Payment Securities in accordance with the format provided herein

<sup>3</sup> An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the Bank.

<sup>4</sup> An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the Bank.

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### C. Performance Bank Guarantee

To: *[name and address of Employer]*

Whereas *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works]* (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days after one year defects liability period.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address

Date

### Section III- Bid Data Sheet

This section consists of provisions that are specific and supplement to the information or requirements included in Section I. Instructions to Bidders.

#### A. Introduction

ITB 1.1	The number of the Invitation for Bid is : <b>ADB/NCB/NGFO/2012/0157</b>
ITB 1.1	The Employer is: the African Development Bank
ITB 1.1	The name of the ICB is: <b>ADB/NCB/NGFO/2012/0157 RENOVATION WORKS FOR OFFICE PREMISES FOR THE AFRICAN DEVELOPMENT BANK IN ABUJA- NIGERIA</b>

#### B. Bidding Documents

ITB 8.1	Mandatory site visit is on: Tuesday 26 <sup>th</sup> June 2012 at 8 Lake Chad Crescent, Maitama District, PMB 530, Abuja 900001, For direction and/or information regarding the site visit, contact: <b>Nigeria Field Office (NGFO)</b> <b>Tel: +234 – 70 40 277 814; 70 40 277 818</b>
ITB 10.1	For clarification purposes only, the Bank's address is: Resident Representative African Development Bank Group Nigeria Field Office 8 Lake Chad Crescent, Maitama District, PMB 530, Abuja 900001, Country: Nigeria Tel: +234 – 70 40 277 814; 70 40 277 818 Facsimile number: (234) 9 413 3260 Electronic mail address: tender@afdb.org

#### C. Preparation of Bids

ITB 11.1	The language of the bid is: English or French
ITB 13.0	The unit rates and the prices shall be quoted by the bidder entirely on the Bill of Quantities

ITB 14.1	The currency of the bid is a freely convertible currency or Nigerian Naira. The rates of exchange shall be <b>rates 28 days prior to the</b> deadline for submission of bids.
ITB 15.0	The bid validity period shall be <b>90 days</b> .
ITB 17.0	In addition to the <b>ONE</b> original of the bid, the number of copies is:  <b>FOUR</b> Copies
ITB 18.0	The Bidder shall submit with its bid all documents required in <b>ONE</b> original of the bid and <b>FOUR</b> Copies.

#### D. Submission and Opening of Bids

ITB 19.0	For <u>bid submission purposes and opening only</u> , to the address is: Attention: Resident Representative African Development Bank Group Nigeria Field Office 8 Lake Chad Crescent, Maitama District, PMB 530, Abuja 900001, Country: Nigeria City and Country: <b>Abuja, Nigeria</b> Deadline for bid submission is: <b>18<sup>th</sup> July 2012</b> Time: <b>15:00 hours</b>
ITB 22.1	<b>Opening: 15:30 hours</b>

#### E. Evaluation and Comparison of Bids

ITB 26.0	Correction of arithmetic errors shall apply.
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## The African Development Bank Requirements

### SPECIFICATIONS – SECTION IV

- 1.1 The African Development Bank is desirous to enter into a contract with a Contractor who will execute the works as stipulated below under. The works to be carried out are also stipulated on the Bill of Quantities. Quotations shall give a comprehensive description of the proposed items, clearly indicating name, model, etc and should be accompanied by comprehensive technical information in English or French. If the proposed items do not comply exactly with the technical specifications and descriptions provided in the bid solicitation, the nearest functional equivalent or closest standard should be offered as an alternative.
- 1.2 The project will be supervised by the Bank's Consultant Architect and the Contractor shall make an arrangement with the Bank's Country Resident Representative for the commencement of the project.
- 1.3 Contractor must take care and where possible to restrict work to the **Renovation Works for Office Premises for The African Development Bank in Abuja- Nigeria** shall exercise care and security on works being undertaken in running offices which are of high level security.
- 1.4 The Contractor shall furnish samples of materials, goods other equipment as required: Bidders are required to read and understand the specifications before responding. Please refer to the attached Technical specifications attached as **Appendix 1**.

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**Section V. Drawings: Drawings will be made available upon Request)**  
**Please refer to the attached drawings indicated as Appendix 2**

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## **Section VI. - Evaluation and Qualification Criteria**

This Section contains all the criteria that the Bank shall use to evaluate bids and qualify Bidders. In accordance with ITB 25 and ITB 28, no other methods, criteria and factors shall be used. The method of evaluation setting pass-fail criteria, which if not met by the bidder, results in disqualification. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

### **1. Evaluation**

The evaluation criteria as listed in ITB 28 shall apply.

#### **1.1 Adequacy of the Bid**

- 1.1.1 A single stage procedure shall be adopted in evaluating the proposals. The evaluation will start with review for completeness and compliance with the pass/fail criteria. Firms which passed this stage will be reviewed for technical conformity and thereafter prices will be checked. The financial response will first be checked for completeness and corrected for computational errors.
- 1.1.2 The Bank will award the contract to the bidder whose quotation has been determined to be substantially responsive, who meets the specified qualification criteria, and who has offered the lowest evaluated quotation price. Responsiveness will be judged by conformance to all the terms, conditions and specifications of the bid without material deviations or conditionalities.
- 1.1.3 The Bidder offering the lowest financial bid shall be awarded a contract. For purpose of evaluation, the Bank will convert all bid prices expressed in the currency of the bid in which the bid price is payable, 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 bid proposals).

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## Section VII. Bill of Quantities

### 1. Pricing of Bill of Quantities- According to the BOQ provided.

- 1.1 The Contractor shall price out individually and in detail all items in these Bills of Quantities and tenders containing lump sums to cover traders or groups of work must be broken down. *All rates and figures shall be entered into the Bills of Quantities as provided in Appendix 3*
- 1.2 The Contractor is required to check the Bill of Quantities and should he find any pages missing or duplicate or the figures or writing indistinct or any ambiguity in description, *s/he shall inform the Bank by writing to the address given on this bid.*

*1. Mention any amendment according to the changes observed after the site visit*

*2. Any further clarifications should be addressed to [tender@afdb.org](mailto:tender@afdb.org), stating the bid number*

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## **APPENDIX 4: SAMPLE CONTRACT**

Contract No. **ADB/CTR/NGFO/2012/0157**

### **RENOVATION WORKS FOR OFFICE PREMISES FOR THE AFRICAN DEVELOPMENT BANK IN ABUJA- NIGERIA- ADB/NCB/NGFO/2012/0157**

THIS CONTRACT, together with the General Conditions of Contract hereto and forming an integral part hereof, (hereinafter called the "Contract") is made on the XX day of \_\_\_\_\_, 2011 between the AFRICAN DEVELOPMENT BANK, an International Financial Institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 BP 1387, Abidjan 01, COTE D'IVOIRE, and currently operating from its Temporary Relocation Agency in Tunis, 15 Avenue du Ghana, BP 323, 1002 Tunis Belvedere, TUNISIA, (hereinafter called "the Bank"), of the one part, and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, (hereinafter called the "Contractor"), of the other part.

WHEREAS the Bank has determined the need to procure the services of a Contractor to execute Works at the Bank's Nigeria Field Office (NGFO) (hereinafter called the "Works")

WHEREAS the Bank has accepted the Bid by the Contractor for the execution and completion of the said Works and related services and the remedying of any defects therein;

AND WHEREAS the Contractor represents and affirms that it has the requisite qualifications, experience, skills and competence to perform the said Works;

NOW THEREFORE the parties hereto have agreed as follows:

#### Article 1. Description of Works

- 1.1 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. Other words and expressions shall have the meaning given to them in the General Conditions of Contract.
- 1.2 Works shall be performed in accordance with the terms and conditions listed in the following documents:
  - 1.2.1 General Conditions of Contract and Special Conditions of Contract attached hereto.
  - 1.2.2 Project Specifications and Drawings.
  - 1.2.3 Contractor's Technical and Financial Bid, in response to National Competitive Bidding No. **ADB/NCB/NGFO/2012/0157**

#### Article 2. Commencement and Duration

- 2.1 The Contractor shall commence the Works from \_\_\_\_\_ or the date of receipt of Notice to Proceed letter and shall complete within a period of \_\_\_\_\_ (X) calendar months from the Start Date.

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### Article 3. Duties of the Contractor

- 3.1 The Contractor shall perform the Works with all due care, diligence and efficiency, in accordance with the highest standards of professional competence and skill, and shall, in performing the Works, accept, promptly act upon, and comply with, such instructions and directions as may be issued by the Bank from time to time.
- 3.2 The Contractor shall perform the Works to the satisfaction of the Bank in accordance with the terms and conditions of this Contract.
- 3.3 The Contractor designates \_\_\_\_\_ as the project's leader 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 project leader's responsibilities shall include, but not be limited to, supervision and oversight of the Works and all communications between the Contractor and the Bank.
- 3.4 The Contractor shall keep and maintain accurate and complete accounts in respect of expenditure incurred by the Contractor under this Contract, in such form and detail as shall be satisfactory to the Bank, for the purposes of the Bank making payment under this Contract.
- 3.5 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.
- 3.6 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.
- 3.7 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 4. Representations, warranties and Covenants

- 4.1 The Contractor represents and warrants that it possesses the requisite experience, qualifications, competence and skills to perform the Works and carry out all its duties and responsibilities set out in this Contract and that all information given concerning such experience, qualifications, competence and skills is accurate.
- 4.2 The Contractor represents and warrants that it is in compliance with all the applicable laws and regulations in force at its place of incorporation. The Contractor covenants that during the term of this Contract it shall abide by, and take all measures necessary to enable it to be in compliance with all laws and regulations in force in any place where the Works are to be wholly or partially performed.

### Article 5. Insurance

- 5.1 The Contractor shall be responsible for insurance coverage for its experts and employees performing the Works in accordance with relevant industry norms and standards. The Bank shall have no responsibility whatsoever for such coverage or for any expenses that the Contractor or its employees, agents, affiliates, subcontractors or other persons deriving

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authority from the Contractor (collectively hereinafter referred to as the “Contractor’s Associates”) may incur.

#### Article 6. Relationship of the Parties and Indemnification

- 6.1 Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Bank and the Contractor other than that of independent contractor. Accordingly, the Contractor hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Contractor, or the Contractor’s Associates.
- 6.2 The Contractor hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and losses, liabilities, costs, claims, damages and expenses (“Losses”) which the Bank may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Contractor or any of the Contractor’s Associates, 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.

#### Article 7. Payment for the Works

- 7.1 The Bank shall, subject to satisfactory performance of the Works, pay to the Contractor the amounts specified and in the manner prescribed in this Contract, as in Exhibit B attached.

#### Article 8. Maximum Payment

- 8.1 Except as otherwise agreed with the Bank in accordance with Section D of the General Conditions, total payments under this Contract shall not exceed a sum equivalent to \_\_\_\_\_ (XXXX) (or a freely convertible currency), plus a five percent (5%) contingency amount of XXX,XXX (XXXXXXXXXX) (or a freely convertible currency). The said contingency is payable only upon the execution of additional Works requested in writing by the Bank or requested in writing by the Contractor and approved in writing by the Bank. The overall total payment shall therefore not exceed the Contract Amount of \_\_\_\_\_ (\_\_\_\_\_) (or a freely convertible currency).

#### Article 9. Facilities and Services Required for the Works

- 9.1 The Contractor shall provide water, electricity and other facilities and equipment, required for the Works.

#### Article 10. Assignment and Subcontracting

- 10.1 The Contractor shall not assign, transfer or make any other disposition of any of its rights and obligations under this Contract, in whole or in part, except with the prior written consent of the Bank.
- 10.2 The Contractor shall not subcontract the whole or any part of the Works to any person or entity except with the prior written consent of the Bank given in respect of the particular person or entity.



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- 10.3 Notwithstanding any such consent given by the Bank pursuant to Articles 10.1 or 10.2 above, the Contractor hereby guarantees full compliance by each of the Contractor's

Associates with the terms of this Contract and the prompt performance by each of them of the subcontracted parts of the Works. The Contractor further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Works.

#### Article 11. Effective Date and Expiry

- 11.1 The Contract shall become effective upon its signature by both parties (the date of the last such signature being the "Effective Date")
- 11.2 Unless terminated, the Contract shall remain in force until the date on which all obligations arising out of or under this Contract have been discharged, in accordance with the provisions of the General Conditions of Contract.

#### Article 12. Notices and Requests

- 12.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing and in the English or French language. Such notice or request shall be deemed to have been duly given or made when delivered by hand or by registered mail or facsimile to the party to which it is required to be given or made at the following address or such other address as any of the parties may have notified to the other party in writing.

#### FOR THE BANK

Mailing Address	The African Development Bank 15, Avenue de Ghana BP. 323, 1002 Tunis Belvédère Tunisia.
Attention	The Division Manager, Corporate Procurement (CGSP.2) Tel. (216) 7110 2971 Fax (216) 71 83 5249

#### FOR THE CONTRACTOR

Mailing Address	NAME OF CONTRACTOR (ADDRESS OF CONTRACTOR)
Attention	Contact Person Tel. Fax.

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### Article 13. Modification or Amendment

- 13.1 This Contract constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof all of which are expressly excluded.
- 13.2 No amendment, modification or waiver of any provision of this Contract, nor consent to any departure by either Party therefrom, shall in any event be effective unless the same shall be mutually agreed upon, in writing and signed by authorized representatives of both Parties. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No delay or failure on the part of either Party in exercising any right, power or privilege hereunder shall constitute a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

### Article 14. Severability

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

### Article 15. Counterparts

This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names by their duly authorized representatives, on the respective dates specified below.

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FOR THE AFRICAN DEVELOPMENT BANK

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Division Manager  
Corporate Procurement (CGSP.2)

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Date: \_\_\_\_\_

FOR THE CONTRACTOR

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(NAMES)

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(TITLE)

[NAME OF CONTRACTOR]

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Date