



AFRICAN DEVELOPMENT BANK GROUP

PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176

# African Development Bank



## REQUEST FOR PROPOSAL –

PREVENTIVE AND CURATIVE MAINTENANCE  
OF PRINTERS LOCATED AT AFRICAN  
DEVELOPMENT BANK OFFICES IN PRETORIA  
ADB/RFP/RDGS/2021/0176

**Regional Development  
And Business Delivery  
Office – South**



**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**

**TABLE OF CONTENTS**

| <b>Reference</b>  | <b>Contents</b>                                   | <b>Action</b>          |
|-------------------|---|------------------------|
| <b>Annex I</b>    | Instructions to Bidders                           | <b>For information</b> |
| <b>Annex II</b>   | Bid Data Sheet                                    | <b>For information</b> |
| <b>Annex III</b>  | Terms of Reference                                | <b>For information</b> |
| <b>Annex IV</b>   | Evaluation Criteria and Methodology               | <b>For information</b> |
| <b>Annex V</b>    | Bid Questionnaire                                 | <b>For completion</b>  |
|                   | Appendix A – Statement of Conformity              | <b>For Completion</b>  |
|                   | Appendix B – Conflict of interest Disclosure Form | <b>For Completion</b>  |
|                   | Appendix C – Litigation History                   | <b>For Completion</b>  |
|                   | Appendix D – Qualification (Pass/Fail) Assessment | <b>For Completion</b>  |
|                   | Appendix E – Technical Evaluation                 | <b>For Completion</b>  |
|                   | Appendix F - Price Schedule                       | <b>For Completion</b>  |
|                   | Appendix G- Sustainability Procurement            | <b>For Completion</b>  |
|                   | Appendix H- Bid Securing Declaration Form         | <b>For Completion</b>  |
| <b>Annex VI</b>   | Eligibility Requirements                          | <b>For information</b> |
| <b>Annex VII</b>  | General and Specific Conditions                   | <b>For information</b> |
| <b>Annex VIII</b> | Draft Contract                                    | <b>For information</b> |



**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**

**AFRICAN DEVELOPMENT BANK**  
**339 Witch-Hazel Ave**  
**Centurion**  
**Gauteng**  
**0195**

Dear Sir/Madam,

1. The African Development Bank (the “Bank”) invites bids for the provision of maintenance services for UPS as described in this Request for Proposal (RFP). To qualify for award, a bidder shall meet the qualification criteria set out in the Annex IV.
2. The bids submitted by bidders shall be received by the Bank on or before the date and time and in the manner specified in Annex II. The Bank’s requirement is set out in Annex IV.
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. Eighty one (81) member countries including all the 54 African countries and 27 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, from 2003 the Bank carried out its operations from its Temporary Relocation Agency in Tunis, Tunisia. The Bank returned to its headquarters, in Abidjan, in 2014. For purposes of its operations the Bank also maintains country offices in certain of its RMCs.
6. This information contained in the RFP is designed to enable bidders complete and submit bids. Bidders shall read the RFP carefully and ensure bids comply with the instructions provided in the RFP. Bidders are required to complete and submit the Bid Questionnaire (Annex V) in accordance with the Instructions to Bidders (ANNEX I), Bid Data Sheet (Annex II), Eligibility criteria (Annex VI) and General and Specific Conditions (Annex VII). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.
7. Any eligible bidder interested in doing business with the Bank shall register at: <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:



**AFRICAN DEVELOPMENT BANK GROUP**

**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**

<http://www.afdb.org/en/about-us/corporate-procurement/>.

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



## SECTION 1 - INSTRUCTIONS TO BIDDERS

### **GENERAL**

1. **Eligibility of Bidders, Goods, Services and Works** - Goods, services and works 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 bid if it determines that the bidder, or any of its personnel, agent, consultant, subcontractor or service provider, has, directly or indirectly, engaged in "Corrupt", "Fraudulent", "Collusive", "Coercive" or "Obstructive" practices in competing for the contract in question. These terms are defined in the General and Specific Conditions. The Bank may also declare the bidder ineligible for participation in future procurement and award of contracts, either indefinitely or for a stated period of time.
  - 2.2. A bidder/supplier who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank shall reject a bid 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 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 partners. 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 bids and entering the contract.



PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176

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 sent directly to bidders' authorized representative. It is the sole responsibility of bidders to ensure they are aware of any amendment and take the amendment into account in preparing bids.
7. **Clarification of RFP**
- 7.1. A bidder requiring any clarification shall notify the Bank in writing at the details provided in the **Bid Data Sheet** and within the period for clarification in the **Bid Data Sheet**. Written copies of the Bank's response (including the questions raised without identifying the source) shall be sent directly to bidders' authorized representative.
- 7.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change shall be raised at the earliest opportunity in writing at the details provided in the **Bid Data Sheet** and in any event no later than the deadline in the **Bid Data Sheet**. **The Bank shall not consider any request to change the General Conditions.**
- 7.3. The Bank shall determine, in its sole discretion, to accept or reject any query or request for change. Any response from the Bank shall be binding on bidders.
- 7.4. A bidder who contacts any member of Bank staff directly or indirectly in relation to the procurement (except staff specified in the **RFP**) shall be disqualified.
- 7.5. The Bank shall not respond to any query or request received after the deadline in the **Bid Data Sheet**.
8. **Site Visit / Pre-Bid meeting**
- 8.1. If provided in the **Bid 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 answers 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 **Bid Data Sheet**, to reach the Bank no later than one week before the meeting.
- 8.3. If provided in the **Bid Data Sheet** that attendance at the site visit and pre-bid meeting is mandatory, any bidder wishing to submit a bid shall attend the site visit and pre-bid meeting. The Bank shall not consider a bid from a bidder who does not attend the 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 sent directly to bidders' authorized representative.

**PREPARATION OF BIDS**

9. **Cost of Bidding** - Bidders shall bear all costs associated with the preparation and submission of bids. The Bank shall not be responsible or liable for any costs regardless of the conduct or outcome of the procurement process.
10. **Language of Bids**
- 10.1. The bid and all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be written in the language specified in the **Bid Data Sheet**. A bid submitted in a language not specified in the **Bid 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 **Bid Data Sheet** shall be accompanied by a certified translation



PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176

in the language in the **Bid Data Sheet** of its pertinent passages in which case, for the purpose of interpretation of the bid, the translation shall govern.

11. **Subcontractors and services 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 Bid** – Bids shall comprise the Bid Questionnaire, completed in full and supported with evidence and information requested by the Bank.
13. **Statement of Conformity and Bill of Quantity/Price Schedule** – Bidders shall sign the Statement of Conformity and complete the bill of quantity/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 bids. 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 must meet the Bank's requirement by the deadline for submissions of bids.
  - 15.2. Bidders shall respond in sufficient detail and provide evidence and supporting documentation to enable the Bank determine whether the bidder has the required capability, experience, knowledge and expertise to satisfactorily perform the contract.
16. **Mandatory Requirements** – The RFP may include mandatory requirements. The classification of a requirement as mandatory gives an indication of its significance to the Bank. A bid that does not meet any mandatory requirement shall be rejected as non-responsive.
17. **Sustainable Procurement (SP)** – the Bank is committed to managing its business and executing contracts in an environmentally and socially responsible manner. Bidders should set out how they will deliver the contract in a sustainable manner. The Bank's SP guideline is available on its website.
18. **Alternative Bids** - The Bank shall not consider any variation to its requirements ("Alternative Bid") unless expressly permitted in the **Bid Data Sheet**. If an Alternative Bid is permitted, the Alternative Bid shall be accompanied by a fully compliant bid i.e. one that meets the minimum technical requirements. The bidder shall quote the price for the fully compliant bid and then separately provide the technical specification, methodology and adjustment in price that can be offered if the Alternative Bid is accepted. The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Bid of the successful bidder shall be considered.





PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176

19. **Acceptance of the General and Specific Conditions** - It shall be clearly understood that by submitting a bid in response to the RFP, a bidder shall be deemed to have accepted the General and Specific Conditions. A bid that does not accept the General and Specific Conditions shall be rejected as non-responsive.
20. **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 invoices.
21. **Bid Prices**
- 21.1. The bidder shall fill in rates and prices for all items described in the Bill of Quantity/Price schedule. The rates and prices quoted by the bidder shall be separately indicated. Items for which no rate or price is entered by the bidder shall not be paid for by the Bank and shall be deemed covered by the other rates and prices in the Bill of Quantity/Price Schedule.
- 21.2. The rates and prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all constructional plant, labour, supervision, materials, erection, maintenance, transportation, insurance, profit, general risks, liabilities and obligations set out or implied in the contract.
- 21.3. 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, services and works; maintenance; spare parts; warranty; training; disposal; shipment; insurance) of the requirement.
22. **Currency of Bid** – The prices shall be expressed in the currency in the **Bid Data Sheet**. A bidder shall express all prices in the same currency.
23. **Lots** – If the Bank’s requirement is sub-divided into separate units (“lots”), bidders can submit a bid for one or multiple lots unless otherwise stated in the **Bid Data Sheet**.
24. **Period of Validity of Bids** – Bids shall remain valid for a period not less than the period stated in the **Bid Data Sheet**. Bids valid for a shorter period shall be rejected as non-responsive. The Bank may require bidders to extend the period of validity of bids. If the bidder does not extend the period of validity of bids, the bids may be rejected. A bidder granting the request shall not be required or permitted to modify its bid.
25. **Bid Security**
- 25.1. If provided in the **Bid Data Sheet**, the bidder shall furnish, as part of its bid, a bid security in the amount, form and valid for the period stated in the **Bid Data Sheet**.
- 25.2. 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.





PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176

- 25.3. 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 bid shall be rejected unless the bidder submits a new bid security acceptable to the Bank before expiration of the bid security.
- 25.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the bid and shall list all members of the joint venture.
- 25.5. The bid security shall be returned to bidders in the circumstances specified in the **Bid Data Sheet**.

**SUBMISSION AND OPENING OF BIDS**

**26. Deadline for Submission of Bids**

- 26.1. The Bank shall receive bids no later than the deadline in the **Bid Data Sheet**. It is the sole responsibility of bidders to ensure timely receipt of bids by the Bank.
- 26.2. The Bank shall extend the deadline for submission of bids at any time without incurring any liability to bidders.
27. **Late Bids** – The Bank shall not consider any bid received after the deadline for submission of bids. Any bid received by the Bank after the deadline for submission shall be declared late and rejected by the Bank.
28. **Bids rejected by the Bank** – Bids rejected by the Bank shall be destroyed or returned to bidders, at its own cost, if so requested.

**29. Bids submitted by mail, courier or hand-delivery**

- 29.1. If provided in the **Bid Data Sheet**, bids shall be submitted by mail, courier or hand delivery.
- 29.2. Bids shall be submitted in a sealed envelope (**one original and four copies and any attachments, appendix and annex thereto must also be submitted in one original and four copies**) and delivered to the address in the **Bid Data Sheet**. The original bid shall clearly mark “Original” and each of the four copies must clearly mark “Copy”.
- 29.3. Each bidder shall seal the original and copies of the bid in an envelope (the “internal envelope”). The internal envelope shall carry the name and address of the bidder and the RFP reference. The internal envelope shall be placed in a large single envelope (the “external envelope”). The external envelope shall be anonymous and **carry the label in the Bid Data Sheet that should be photocopied and placed on the external envelope**.
- 29.4. Any alternative bid shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly be identified as “Alternative”.
- 29.5. All pages of the bid shall be numbered. Each copy of the bid shall be bound in a single volume where practical. All documentation submitted with the bid shall be bound in a single volume.
- 29.6. The person or persons signing the bid shall initial all pages of the bid where correction has been made.
- 29.7. When delivered by hand, the bid 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



**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**

Bank shall be at the risk of the bidder and shall not constitute timely delivery.

30. **Modification / Withdrawal of Bids** – Bidders may modify or withdraw bids prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw bids after the deadline for submission.
- 30.1. **Bids submitted by mail, courier or hand-delivery** - The bidder's modification or withdrawal shall be prepared, sealed, marked and dispatched and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as "Modification" or "Withdrawal".
31. **Bid Opening** – Bids shall be opened as soon as possible after the deadline for submission. The record of the bid opening shall be sent directly to bidders' authorized representative.

**EXAMINATION OF BIDS**

32. **Confidentiality and Disclosure of Information** - the Bank is committed to make public all information in its possession unless there is a compelling reason for confidentiality in accordance with its policy on Disclosure and Access to Information. Bidders shall notify the Bank if the information provided is confidential and shall not be disclosed to the public. The Bank shall endeavor to maintain confidentiality of confidential information and evaluation of bids. The Bank reserves the right to disclose information in accordance with its policy on Disclosure and Access to Information.
33. **Clarification of Bids**
- 33.1. To assist in the examination and evaluation of bids and qualification of bidders, the Bank may, at its discretion:
- 33.1.1. Require any bidder to clarify any part of its bid.
- 33.1.2. Require any bidder to provide further information or documentation.
- 33.1.3. Undertake site visit to any bidder; or
- 33.1.4. Contact referees provided by any bidder.
- 33.2. 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 bid shall be sought, offered or permitted. Where a bidder does not provide the information requested the bid shall be evaluated as presented.
34. **Determination of responsiveness**
- 34.1. The Bank's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in the RFP. A substantially responsive bid is one that meets the requirements of the RFP without material deviation, reservation, or omissions.
- 34.1.1. "Deviation" is a departure from the requirements specified in the RFP;
- 34.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
- 34.1.3. "Omission" is the failure to submit part, or all of the information or documentation required in the RFP.
- 34.2. A material deviation, reservation or omission is one that,
- 34.2.1. if accepted, would:
- 34.2.1.1. affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;



**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA**  
**ADB/RFP/RDGS/2021/0176**

- 34.2.1.2. limit in any substantial way, inconsistent with the RFP, the Bank's rights, or the bidder's obligations under the proposed contract; or
- 34.2.1.3. if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 34.3. The Bank shall examine bids to determine whether bids are substantially responsive with the requirements. If a bid 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**

35. **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 bids).
36. **Acceptance or Rejection of Bids** – The Bank reserves the right to accept or reject any or all bids, cancel the procurement process and/or reject all bids at any time prior to contract award, without incurring any liability to bidders.

**AWARD OF CONTRACT**

**37. Award Methodology**

- 37.1. The Bank shall award the contract to the bidder whose bid meets the qualification criteria, is substantially responsive to the requirements and offers the lowest evaluated bid price.
- 37.2. Unless otherwise provided, the Bank shall evaluate bids in the following successive stages:

| Stage of evaluation | Section reference / Purpose       | Evaluation methodology  |
|---------------------|-----------------------------------|---|
| Stage 1             | Examination of Bids               | <p>The Bank shall examine bids to determine compliance with the requirements of the RFP – this includes checking the validity of bids and completeness of the required documents.</p> <p>The Bank shall reject bids that do not meet the requirement of the RFP.</p> <p>Bids that meet the requirements of the RFP shall be considered for stage 2.</p> |
| Stage 2             | Qualification (APPENDIX D)        | <p><b>Pass/Fail</b></p> <p>Bidders must pass each qualification criterion to be considered for stage 3.</p> <p>Failure to satisfy any criterion shall result in disqualification of the bidder.</p>   |
| Stage 3             | Technical Evaluation (APPENDIX E) | The Bank shall examine the technical bids.  |



PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176

|         |                                 |  |
|---------|---------------------------------|--|
|         |                                 | Bids that are substantially responsive to the technical requirements and conditions shall be considered for stage 4.<br>Bids that are not substantially responsive to the technical requirements and conditions shall be rejected. |
| Stage 4 | Correction of arithmetic errors | The financial offers shall be checked for completeness and corrected for computational errors.   |
| Stage 5 | Price Schedule (APPENDIX F)     | Bidders shall be ranked according to price.<br><br>The bidder offering the lowest evaluated price shall be ranked first.   |
| Stage 6 | Final Ranking                   | The contract shall be awarded to the qualified bidder whose bid is substantially responsive to the requirements at an acceptable price.  |

**38. Contract Award**

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

**39. Best and Final Offer** – Following evaluation of bids, the Bank may decide to obtain Best and Final Offers from qualified bidders whose bids 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.

**40. 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.

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

**42. Award Protest Procedure** – The Bank has a complaint process about the conduct of the procurement process as set out in the Presidential Directive. An unsuccessful bidder wishing to make a complaint must inform the Bank within seven (7) days of notification of the Bank's contract award decision.

**43. Contractual Relationship** - The contractual relationship shall be governed by the General and Specific Conditions and shall include the statement of work, technical specification, drawings,



**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**

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

**44. Advance Payment**

44.1. If provided in the **Bid 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 **Bid Data Sheet**.

44.2. For the purpose of receiving the advance payment, the bidder shall make an estimate of, and include in its bid, 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.

44.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the bidder as set out in the General and Specific Conditions.

44.4. The advance payment guarantee shall be returned to the bidder as set out in the General and Specific Conditions.

44.5.

**FURTHER ASSISTANCE**

45. **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.

---

**Kennedy Mbekeani**  
**Deputy Director General, RDGC**



PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176

ANNEXURE II – BID DATA SHEET

| The numbering below refers to the appropriate numbering of the introduction            |  |
|--|--|
| 1  | The services to be provided are outlined in Annex III.   |
| 1  | <p>To qualify for award, bidders shall meet the following pass/fail qualification criteria:</p> <p><b>Eligibility of Bidders, Goods, Services and Works:</b> Goods, services and works procured by the Bank shall be procured in a member country of the Bank and supplied by bidders from a member country of the Bank.</p> <p><b>Eligibility Criteria:</b> a bidder shall not normally be eligible if any of the situations in the Presidential Directive concerning the rules for corporate procurement activities of the Bank apply.</p> <p><b>Financial Standing:</b> An average turnover of at least ZAR 1,500,000.00 per annum for the <b>last three years [2018, 2019, 2020 or latest]</b>. A bidder shall demonstrate current soundness of financial position and long-term profitability.</p> <p><b>General and Specific Experience:</b> a bidder shall have a minimum of [ <b>5 years</b>] experience and successfully or substantially implemented as a prime contractor at least <b>three projects</b> of a similar nature and complexity.</p> <p><b>Historical Contract Performance and Pending Litigation:</b> 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>A <b>Technician</b> with a minimum <b>five years' experience</b> in a works contract of an equivalent size and nature.</p> <p>Attendance to site visit and pre-bid meeting <b>is not mandatory</b>.</p> <p><b>Conflict of Interest:</b> 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 |  |
| 2  | Request for clarification and/or request for any change to the RFP shall be sent in writing: (i) by telefax (at the fax number +2712 0036900, (ii) by electronic mail: <a href="mailto:tenders_rdgs@afdb.org">tenders_rdgs@afdb.org</a> or (iii) to the question and answer section in the AfDB e-Procurement portal. The request shall be received by the Bank no later than:   |



# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

|   |  |
|---|--|
| 3 | <p>The Bank shall not organize pre-bid meeting</p> <p>The site visit and pre-bid meeting is a mandatory requirement due to the current Covid-19 situation wherein the staff members are working remotely:<br/><b>NO</b></p>  |
| 4 | The language of bids and all correspondence is; <b>English</b>   |
| 5 | The prices shall be expressed in ZAR.  |
| 6 | The minimum period of validity of bids is ninety (90) days from the deadline for submission of bids.   |
| 7 | The deadline for submission of bids is <b>4<sup>th</sup> NOVEMBER 2021 1500HRS</b>   |
| 8 | <p><b>Bids shall be submitted through courier or hand delivered at the office building labelled:</b></p> <p><b>AFRICAN DEVELOPMENT BANK</b></p> <p><b>BLOCK A AT 339 WITCH-HAZEL, HIGHVELD , ECO PARK 1 , CENTURION ,GAUTENG.</b></p> <p><b>RFP – DO NOT OPEN UNTIL BID OPENING DAY</b></p> <p><b>Reference: ADB/RFP/RDGS/2021/0176</b></p> <p><b>DEADLINE DATE: 4<sup>th</sup> NOVEMBER 2021 AT 1500HRS</b></p> |





### ANNEXURE III – TERMS OF REFERENCE

#### DESCRIPTION OF THE SERVICES/TERMS OF REFERENCE

**339 Witch-Hazel Ave  
Centurion  
Gauteng  
0195**

Dear Sir/Madam,

10. The African Development Bank (the “Bank”) invites bids for the provision of maintenance services for UPS as described in this Request for Proposal (RFP). To qualify for award, a bidder shall meet the qualification criteria set out in the Annex IV.
11. The bids submitted by bidders shall be received by the Bank on or before the date and time and in the manner specified in Annex II. The Bank’s requirement is set out in Annex IV.
12. 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. Eighty-one (81) member countries including all the 54 African countries and 27 non-African countries in the Americas, Europe and Asia own the Bank.
13. 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.
14. The Bank began its operations from its headquarters, in Abidjan, Côte d’Ivoire on July 1, 1966. However, from 2003 the Bank carried out its operations from its Temporary Relocation Agency in Tunis, Tunisia. The Bank returned to its headquarters, in Abidjan, in 2014. For purposes of its operations the Bank also maintains country offices in certain of its RMCs.
15. This information contained in the RFP is designed to enable bidders complete and submit bids. Bidders shall read the RFP carefully and ensure bids comply with the instructions provided in the RFP. Bidders are required to complete and submit the Bid Questionnaire (Annex V) in accordance with the Instructions to Bidders (ANNEX I), Bid Data Sheet (Annex II), Eligibility criteria (Annex VI) and General and Specific Conditions (Annex VII). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.



**AFRICAN DEVELOPMENT BANK GROUP**

**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**

16. Any eligible bidder interested in doing business with the Bank shall register at:  
<http://www.afdb.org/en/about-us/corporate-procurement/vendor-kiosk/>.
17. 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/>.
18. We look forward to receiving your bid and thank you for your interest in doing business with the Bank.

## 2.0 SCOPE OF THE SERVICES

The scope of the assignment involves provision of curative and preventive maintenance support services, to ensure optimal functionality of the copiers and printers installed at the office and minimize downtime that would occur in the event of equipment failure. The Service provider will provide timely maintenance and fault resolution, necessary support services, answer questions related to the copiers and printers installed at the Bank's Offices at Pretoria, South Africa.

The Bank currently owns eight printers and is looking for service providers who will provide maintenance services

| EQUIPMENT | MAKE/MODEL                 | QUANTITY |
|-----------|----------------------------|----------|
| PRINTERS  |                            |          |
|           | Bizhubs C659               | 4        |
|           | Bizhubs C759               | 2        |
|           | HP Page wide color MFP 779 | 2        |

### BIZHUB C659



### Bizhubs C759

**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**



**HP Page wide color MFP 779**



The printers are split in the following blocks ( Can change according to allocations of staff)

- Block A Ground Floor = C659 (production).
- Block B First floor = C759.
- Block B, Ground Floor = C659 (procurement area).
- Block F, Ground Floor = C659).
- Block F, First Floor = C759 (production).
- Block F, First Floor West = C659)



**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**

There two additional machines are mobile and can move from one place to another depending on the need

**3.1 Preventive Maintenance:**

3.1.1 The Service Provider shall carry out quarterly maintenance of office copiers and printers, to ensure that the machines are functioning properly. The tasks of the preventive maintenance covered by this include:

- (a) Natural dust cleaning, paper dust cleaning, toner dust cleaning, mechanical dust cleaning
- (b) Greasing
- (c) Deep adjustment check
- (d) OPC (Organic photoconductor) drum and Image Design Verification (IDV) check
- (e) Toner and all consumables check.
- (f) Complete operation check, and other services as described under the maintenance requirements of each equipment.
- (g) Provision of original spare parts, when necessary.
- (h) Firmware update (all copiers and printers).
- (i) Repairing old copiers and printers, as per request.
- (j) Repairing and adjusting paper trays and finishers.
- (k) Report to the Bank's IT Officer and ensure proper functioning of the equipment on 24/7 basis.

3.1.2 The Service Provider shall provide on call services within 24 hours of advance notice by the Bank via email or phone call.

**1.2 Curative Maintenance**

The Service Provider shall make every effort to ensure the curative maintenance in executing the repair works, further to the breakdowns caused by normal use. To answer the demands of intervention, the Service Provider will arrange following services:

- (a) A hot line service for repair requests, with response time not exceeding two (2) hours.
- (b) An e-mail address for system malfunctions of all kinds, which allows for defining of problems and secures an effective intervention.
- (c) Provide a list of necessary spare parts required for smooth functioning of the electrical components.
- (d) Replacement of hardware on the next-business-day.
- (e) After completion of the maintenance works, the equipment will undergo a complete functional verification test to ensure that is performing in accordance with specification and expectations.
- (f) The service provider shall provide a comprehensive report of findings relative to the works undertaken and shall include any necessary recommendations.

**1.3 Other services:**

- (a) Provide a list of spare parts and indicative prices. The prices should be fixed for the period of the contract.
- (b) Provide a list of consumables and accessories.

**4.0 PERSONNEL REQUIREMENTS**



**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**

The Contractor shall provide fully trained and qualified personnel to undertake repairs and maintenance of the equipment.

**5.0 CONTRACT COMMENCEMENT AND DURATION**

The expected commencement of the contract is ..... The contract Will be for an initial period of three (3) years, and thereafter renewable, upon satisfactory performance, on annual basis for two (2) years, upto a maximum of duration of five (5) years.

**6.0 SUSTAINABLE PROCUREMENT REQUIREMENTS**

- 6.1 The Provider is expected to provide the maintenance services in a sustainable manner that will allow the Bank to achieve value for money and generate economic benefits not only to the organization, but also to society whilst protecting the environment and minimizing the environmental impact of work practices carried out by the company i.e. practices that will reduce harm on the environment and reduce wastage of resources.
- 6.2 The Provider is also expected to take into consideration the social aspects relating to staff they employ, and enhance the occupational health, wellness, and productivity.

**7 INSURANCE REQUIREMENTS**

The selected service provider shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this contract. The service provider shall subscribe to adequate insurance coverage to protect it from any property damage or bodily injury claims arising from their execution of this contract.

**8 SITE VISITS AND REFERENCE CHECKS**

The Bank may undertake site visits to any prospective bidder's office in order to validate the information provided in the RFP response. The Bank also reserves the right to contact references provided by the bidders in order to validate information provided in the RFP response.



#### ANNEXURE IV: EVALUATION CRITERIA AND METHODOLOGY

- 1) Evaluation will be done for each lot separately if the response is per lot, and the Bank reserves the right to award one or several contracts, depending on the combination of lots that is more advantageous for the Bank.
- 2) 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 Appendix D.
- 3) 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).
- 4) The final score shall be calculated as follows:

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

#### TECHNICAL EVALUATION

- 5) 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
- 6) The technical evaluation questionnaire is set out in Appendix E.
- 7) 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

- 8) 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:

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

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





**FINAL RANKING**

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



**ANNEX V – BID QUESTIONNAIRE**

**Appendix A**

**STATEMENT OF CONFORMITY**

To the African Development Bank  
RDGS OFFICE  
339 Witch- Hazel Ave, Centurion  
Gauteng

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

We have examined the Request for Proposal (RFP) No and have no reservation to the RFP including addendum issued.

- (a) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions.
- (b) We offer to provide the services in conformity with the RFP and in the rates and prices indicated in the Price Schedule form included in our bid;
- (c) 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.
- (d) If provided in the RFP, the prices quoted will remain fixed for the duration of the contract.
- (e) Our bid 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 bid 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 bid with the lowest evaluated quoted price or any other bid that you may receive.



**AFRICAN DEVELOPMENT BANK GROUP**

**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**

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



PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176

Appendix B

**CONFLICT OF INTEREST DISCLOSURE FORM**

|   |                  |    |                                |
|---|------------------|----|--------------------------------|
| Name of Bidder:   | RFP Reference:   |    |                                |
| 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 bid in the procurement process?  |                  |    |                                |
| Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?  |                  |    |                                |
| We hereby certify that: a) we have read and understood the contents of this disclosure form; and b) we have disclosed all actual or potential conflict of interest.   |                  |    |                                |
| We understand that the Bank shall determine, in its sole discretion, whether any conflict of interest disclosed shall result in rejection of our bid from the procurement process.  |                  |    |                                |



**AFRICAN DEVELOPMENT BANK GROUP**

**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**

Name:

In the capacity of:

Signed:

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

Dated on:



PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176

Appendix C

LITIGATION HISTORY

Name of Bidder:

RFP Reference:

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 during the stipulated period   |                                    |  |                       |
| Year  | Outcome as Percent of Total Assets | Contract Identification  | Total Contract Amount |
|   |                                    | Name of Purchaser:<br>Address of Purchaser:<br>Contract description:<br>Contract award date:<br>Termination date:<br>Reason for termination: |                       |
|   |                                    | Name of Purchaser:<br>Address of Purchaser:<br>Contract description:<br>Contract award date:<br>Termination date:<br>Reason for termination: |                       |
| Pending Litigation  |                                    |  |                       |
| <input type="checkbox"/> No pending litigation  |                                    |  |                       |
| <input type="checkbox"/> Pending litigation   |                                    |  |                       |
| Year  | Outcome as Percent of Total Assets | Contract Identification  | Total Contract Amount |
| _____   | _____                              | Name of Purchaser:<br>Contract description:<br>Address of Purchaser:<br>Contract award date:<br>Matter in dispute:                           | _____                 |



**AFRICAN DEVELOPMENT BANK GROUP**

**PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN  
DEVELOPMENT BANK, PRETORIA  
ADB/RFP/RDGS/2021/0176**

|       |       |  |       |
|-------|-------|--|-------|
| _____ | _____ | Name of Purchaser:<br>Contract description:<br>Contract award date:<br>Address of Purchaser:<br>Matter in dispute: | _____ |
|-------|-------|--|-------|





## AFRICAN DEVELOPMENT BANK GROUP

### PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

#### Appendix D

### 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 bids.

| PASS/FAIL CRITERIA  | Bidders Compliance Requirements |   |                       |                      | Bidders Response |    | Comments / Evidence provided |
|---|---------------------------------|---|-----------------------|----------------------|------------------|----|------------------------------|
|   | Single Entity                   | Joint venture or any other form of partnership (JV) |                       |                      | Yes              | No |                              |
|   |                                 | All partners combined                               | Each partner          | At least one partner |                  |    |                              |
| <b>STATEMENT OF CONFORMITY</b>  | Must meet requirement           | Existing or intended JV must meet requirement       | Must meet requirement | N/A                  |                  |    |                              |
| <p>A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity in the format provided.</p> <p>A power of attorney shall be attached, if applicable.</p> |                                 |   |                       |                      |                  |    |                              |
| <p><b>The bidder shall sign and return the document in the format provided for a PASS.</b></p>  |                                 |   |                       |                      |                  |    |                              |



# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

| PASS/FAIL CRITERIA   | Bidders Compliance Requirements |   |                       |                      | Bidders Response |    | Comments / Evidence provided |
|--|---------------------------------|---|-----------------------|----------------------|------------------|----|------------------------------|
|  | Single Entity                   | Joint venture or any other form of partnership (JV) |                       |                      | Yes              | No |                              |
|  |                                 | All partners combined                               | Each partner          | At least one partner |                  |    |                              |
|  |                                 |   |                       |                      |                  |    |                              |
| <b>ELIGIBILITY CRITERIA</b>  | 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.<br><br>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, services and works offered are produced in a member country of the Bank.<br><br>If yes, provide evidence, such as, operating license, information on origin of goods, services and works.   |                                 |   |                       |                      |                  |    |                              |



## AFRICAN DEVELOPMENT BANK GROUP

### PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

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



# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

| PASS/FAIL CRITERIA  | Bidders Compliance Requirements |   |              |                      | Bidders Response |    | Comments / Evidence provided |
|---|---------------------------------|---|--------------|----------------------|------------------|----|------------------------------|
|   | Single Entity                   | Joint venture or any other form of partnership (JV) |              |                      | Yes              | No |                              |
|   |                                 | All partners combined                               | Each partner | At least one partner |                  |    |                              |
| 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 has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years                     |                                 |   |              |                      |                  |    |                              |
| The bidder, or any of its affiliates, has been engaged to provide consulting  |                                 |   |              |                      |                  |    |                              |



# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

| PASS/FAIL CRITERIA   | Bidders Compliance Requirements |   |                       |                      | Bidders Response |    | Comments / Evidence provided |
|--|---------------------------------|---|-----------------------|----------------------|------------------|----|------------------------------|
|  | Single Entity                   | Joint venture or any other form of partnership (JV) |                       |                      | Yes              | No |                              |
|  |                                 | All partners combined                               | Each partner          | At least one partner |                  |    |                              |
| services for the preparation or implementation of the procurement.   |                                 |   |                       |                      |                  |    |                              |
| <b>The bidder shall not be subject to any of the situations above for a PASS.</b>  |                                 |   |                       |                      |                  |    |                              |
|  |                                 |   |                       |                      |                  |    |                              |
| <b>JV (if applicable)</b>  | N/A                             | Existing or intended JV must meet requirement       | Must meet requirement | N/A                  |                  |    |                              |
| The bidder has included a JV agreement, or letter of intent to form 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. |                                 |   |                       |                      |                  |    |                              |



# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

| PASS/FAIL CRITERIA   | Bidders Compliance Requirements  |   |   |                                  | Bidders Response |    | Comments / Evidence provided |
|--|--|---|---|----------------------------------|------------------|----|------------------------------|
|  | Single Entity  | Joint venture or any other form of partnership (JV) |   |                                  | Yes              | No |                              |
|  |  | All partners combined                               | Each partner                              | At least one partner             |                  |    |                              |
| Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.  |  |   |   |                                  |                  |    |                              |
| <b>The bidder shall provide a JV agreement or letter of intent to form a legally enforceable JV and draft agreement, contact details of the authorized representative of the JV and power attorney for a PASS.</b> |  |   |   |                                  |                  |    |                              |
|  |  |   |   |                                  |                  |    |                              |
| <b>FINANCIAL STANDING</b>  | <b>See below – Provide financial statements if required by the Southern Africa Laws for this service</b> |   |   |                                  |                  |    |                              |
| The bidder has a minimum average turnover of at least ZAR 1,500,000.00 for the last three years [2018, 2019 and 2020 or latest].   | Must meet requirement  | Existing or intended JV must meet requirement       | 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 or intended JV must meet requirement       | Must meet requirement                     | N/A                              |                  |    |                              |



# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

| PASS/FAIL CRITERIA   | Bidders Compliance Requirements |   |                       |                      | Bidders Response |    | Comments / Evidence provided |
|--|---------------------------------|---|-----------------------|----------------------|------------------|----|------------------------------|
|  | Single Entity                   | Joint venture or any other form of partnership (JV) |                       |                      | Yes              | No |                              |
|  |                                 | All partners combined                               | Each partner          | At least one partner |                  |    |                              |
| <p>If yes, provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the past three years [2018, 2019, 2020 or latest].</p> <p>If the laws of the bidders' country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2018, 2019, 2020 or latest].</p> |                                 |   |                       |                      |                  |    |                              |
| The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow   | Must meet requirement           | Existing or intended JV must meet requirement       | Must meet requirement | N/A                  |                  |    |                              |





# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

| PASS/FAIL CRITERIA  | Bidders Compliance Requirements |   |              |                      | Bidders Response |    | Comments / Evidence provided |
|---|---------------------------------|---|--------------|----------------------|------------------|----|------------------------------|
|   | Single Entity                   | Joint venture or any other form of partnership (JV) |              |                      | Yes              | No |                              |
|   |                                 | All partners combined                               | Each partner | At least one partner |                  |    |                              |
| <p>requirements for the contract and its current work commitments?</p> <p>If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources.</p> |                                 |   |              |                      |                  |    |                              |
| <b>The bidder shall demonstrate current soundness of its financial position and long-term profitability for a PASS.</b>   |                                 |   |              |                      |                  |    |                              |
|   |                                 |   |              |                      |                  |    |                              |
| <b>GENERAL AND SPECIFIC EXPERIENCE</b>  | See below                       |   |              |                      |                  |    |                              |



# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

| PASS/FAIL CRITERIA  | Bidders Compliance Requirements |   |                       |  | Bidders Response |    | Comments / Evidence provided |
|---|---------------------------------|---|-----------------------|--|------------------|----|------------------------------|
|   | Single Entity                   | Joint venture or any other form of partnership (JV) |                       |  | Yes              | No |                              |
|   |                                 | All partners combined                               | Each partner          | At least one partner                     |                  |    |                              |
| The bidder has been in business for the past THREE (3) years<br><br>If yes, provide evidence, such as, information on the bidder's company (description, including a short history, business plan, services offered, organizational chart, number of staff and list of current staff, number of years in business).   | Must meet requirement           | Existing or intended JV must meet requirement       | Must meet requirement | N/A                                      |                  |    |                              |
| The bidder has experience in at least Five (5) similar contracts as a prime contractor within the last Five (5) 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, complexity, methods/technology or other characteristics as described in the RFP. | Must meet requirement           | Existing or intended JV must meet requirement       | Must meet requirement | Must meet requirement for one specialism |                  |    |                              |



# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

| PASS/FAIL CRITERIA   | Bidders Compliance Requirements |   |                       |                      | Bidders Response |    | Comments / Evidence provided |
|--|---------------------------------|---|-----------------------|----------------------|------------------|----|------------------------------|
|  | Single Entity                   | Joint venture or any other form of partnership (JV) |                       |                      | Yes              | No |                              |
|  |                                 | All partners combined                               | Each partner          | At least one partner |                  |    |                              |
| If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 3 years.  |                                 |   |                       |                      |                  |    |                              |
| <b>The bidder shall have been in business for the last Three (3) years and has the experience and capability to provide the goods, services and works required for a PASS.</b> |                                 |   |                       |                      |                  |    |                              |
|  |                                 |   |                       |                      |                  |    |                              |
| <b>HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION</b>  | Must meet requirement           | Existing or intended JV must meet requirement       | Must meet requirement | N/A                  |                  |    |                              |
| The bidder has had a contract(s) terminated in the last three (3) years for unsatisfactory performance or default.<br><br>Bidders shall complete the litigation history form.  |                                 |   |                       |                      |                  |    |                              |
| The bidder is involved in litigation that represents more than 50% - 100% percent of the bidder's net worth.   |                                 |   |                       |                      |                  |    |                              |



# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

| PASS/FAIL CRITERIA  | Bidders Compliance Requirements |   |              |                      | Bidders Response |    | Comments / Evidence provided |
|---|---------------------------------|---|--------------|----------------------|------------------|----|------------------------------|
|   | Single Entity                   | Joint venture or any other form of partnership (JV) |              |                      | Yes              | No |                              |
|   |                                 | All partners combined                               | Each partner | At least one partner |                  |    |                              |
| 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.  |                                 |   |              |                      |                  |    |                              |
| <b>PROJECT MANAGER / MAINTENANCE TECHNICIAN</b>   | Must meet requirement           | Existing or intended JV must meet requirement       | N/A          | N/A                  |                  |    |                              |
| The bidder has a project manager (Technician) with a minimum of <b>five (5) years' experience</b> in similar contracts.<br><br>If yes, provide details of the qualification and experience of the project manager in undertaking similar contracts. |                                 |   |              |                      |                  |    |                              |
| The bidder shall have a project manager (technician), possessing the relevant qualification, with a minimum of five years experience in similar contracts for a PASS.   |                                 |   |              |                      |                  |    |                              |



# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

| PASS/FAIL CRITERIA  | Bidders Compliance Requirements |   |                       |                      | Bidders Response |    | Comments / Evidence provided |
|---|---------------------------------|---|-----------------------|----------------------|------------------|----|------------------------------|
|   | Single Entity                   | Joint venture or any other form of partnership (JV) |                       |                      | Yes              | No |                              |
|   |                                 | All partners combined                               | Each partner          | At least one partner |                  |    |                              |
|   |                                 |   |                       |                      |                  |    |                              |
| <b>The bidder shall be registered with the relevant local registration body for the performance of the contract for a PASS.</b> |                                 |   |                       |                      |                  |    |                              |
| <b>SITE VISIT / PRE-BID MEETING (if mandatory)</b>  | Must meet requirement           | Existing or intended JV must meet requirement       | N/A                   | N/A                  |                  |    |                              |
| The bidder attended the site visit and pre-bid meeting.   |                                 |   |                       |                      |                  |    |                              |
| <b>The bidder shall attend the site visit and pre-bid meeting for a PASS.</b>   |                                 |   |                       |                      |                  |    |                              |
|   |                                 |   |                       |                      |                  |    |                              |
| <b>CONFLICT OF INTEREST</b>   | Must meet requirement           | Existing or intended JV must meet requirement       | Must meet requirement | N/A                  |                  |    |                              |
| The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.              |                                 |   |                       |                      |                  |    |                              |



# AFRICAN DEVELOPMENT BANK GROUP

## PREVENTIVE AND CURATIVE MAINTENANCE OF PRINTERS AT THE AFRICAN DEVELOPMENT BANK, PRETORIA ADB/RFP/RDGS/2021/0176

| PASS/FAIL CRITERIA   | Bidders Compliance Requirements |   |              |                      | Bidders Response |    | Comments / Evidence provided |
|--|---------------------------------|---|--------------|----------------------|------------------|----|------------------------------|
|  | Single Entity                   | Joint venture or any other form of partnership (JV) |              |                      | Yes              | No |                              |
|  |                                 | All partners combined                               | Each partner | At least one partner |                  |    |                              |
| 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)   |                                 |   |              |                      |                  |    |                              |



## TECHNICAL EVALUATION

### TECHNICAL EVALUATION (100 POINTS) (weight = 70%)

1.1 For each lot, Pass / Fail criteria shall apply equally, then technical evaluation will consider the following criteria and score/weights. Each lot will be assessed based on below criteria.

1.2 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:

|    | Criteria   | Weights    |
|----|--|------------|
| 1. | <b>Bidder's technical response to the RFP and compliance to requirements.</b><br>Methodology for implementation of both the corrective and preventive maintenance of Printers, clear service level agreement shown in terms of each activity and management of the contract (25 marks)<br>Service implementation, Help desk, Supervision and Reporting (25 marks)<br>Authorized Konika Minolta Dealer Authorization certificate(10 marks)  | 60         |
| 2. | <b>Qualifications and level of competency of Technician(s) to be assigned to the execution of the contract:</b> <ul style="list-style-type: none"> <li>- Curriculum Vitae <b>(06 points)</b></li> <li>- Possess minimum Secondary level education <b>(06 points)</b></li> <li>- Possess minimum five (5) years of work experience <b>(04 points)</b></li> <li>- Speaks English <b>(04 points)</b></li> </ul>   | 20         |
| 3  | <b>Relevant experience of the company, in similar assignment including:</b> <ul style="list-style-type: none"> <li>- Description of a similar service currently provided to other client(s). <b>(05 points)</b>.</li> <li>- Letters of recommendation from current and previous assignments indicating name of client, period, duration of the contract, contract value, contact person and telephone number. Five clients, each client will earn three points. <b>(15 points)</b>.</li> </ul> | 20         |
|    | <b>Total</b>   | <b>100</b> |

| EQUIPMENT | MAKE/MODEL                 | QUANTITY |
|-----------|----------------------------|----------|
| PRINTERS  |                            |          |
|           | Bizhubs C659               | 4        |
|           | Bizhubs C759               | 2        |
|           | HP Page wide color MFP 779 | 2        |

Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa

## BIZHUB C659



## Bizhubs C759



## HP Page wide color MFP 779





## African Development Bank Group

**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**



The printers are split in the following blocks ( Can change according to allocations of staff)

- Block A Ground Floor = C659 (production).
- Block B First floor = C759.
- Block B, Ground Floor = C659 (procurement area).
- Block F, Ground Floor = C659).
- Block F, First Floor = C759 (production).
- Block F, First Floor West = C659)
- HP Page wide 779 C
- HP Page wide 799 B/W

The printers can be rearranged according to demand with regards to the users the two HP Page wide 779 C and 799 B/W which can always be deployed in non -critical areas

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.



## **RECOMMENDED 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:



**African Development Bank Group**

**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative  
maintenance services of printers located at African Development Bank , Pretoria,  
South Africa**

[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**



## African Development Bank Group

**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative  
maintenance services of printers located at African Development Bank , Pretoria,  
South Africa**

### **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 |
|----------|------|---------------------|---------------|
|          |      |                     |               |
|          |      |                     |               |
|          |      |                     |               |
|          |      |                     |               |
|          |      |                     |               |
|          |      |                     |               |
|          |      |                     |               |
|          |      |                     |               |



## Appendix F

### Price schedule and Terms

#### Schedule 1: Price schedule for maintenance service:

#### Schedule 2: Price schedule for spare parts, consumables and accessories:

| EQUIPMENT                  | MAKE/MODEL                  | QUANTITY | Service cost per quarter exclusive VAT (ZAR) | Service cost per year exclusive VAT (ZAR) |
|----------------------------|-----------------------------|----------|--|---|
| PRINTERS                   |                             |          |  |   |
|                            | Konica Minolta Bizhubs C659 | 4        |  |   |
|                            | Konica Minolta Bizhubs C759 | 2        |  |   |
|                            | HP Page wide color MFP 779  | 2        |  |   |
| Total Cost VAT Exclusive   |                             |          |  |   |
| VAT(15%)                   |                             |          |  |   |
| Total Amount VAT inclusive |                             |          |  |   |

#### Schedule 2:

| No | Copier Name and Model              | List of Spare parts, accessories | Unit Price |
|----|------------------------------------|----------------------------------|------------|
| 1  | Konica Minolta Bizhubs C659        |                                  |            |
| 2  | Konica Minolta Bizhubs C759        |                                  |            |
| 3  | HP PageWide Color MFP 779 UPD PCL6 |                                  |            |

### I. PAYMENTS TERMS

Maintenance charges are payable quarterly in advance upon receipt of an invoice. The payment will be 30 days from date of receipt of the invoice at the African Development Bank.

### II. WARRANTY

All warranties are in lieu of all other warranties (express or implied, statutory or otherwise)



## Appendix G

### DETAILED EVALUATION FOR SUSTAINABLE CRITERIA

Service providers are expected to observe the possibility of reducing cost and ensuring that value for money is extended to the Bank. They are also expected to recognize the need to protect the environment and that social aspects concerning its staff members are respected. Service providers are required to indicate the level of engagement and compliance with the terms of reference in relation to sustainability and demonstrate their current status on the following criteria.

#### 1. Economy

The Service Provider is requested to indicate how they will assist the Bank in finding more sustainable means in supplying of goods, so as to obtain value for money and economic efficiency. The provider is requested to indicate to what extent they are compliant, as regards to the following:

| Criteria   | YES | NO | Comments |
|--|-----|----|----------|
| Is the quality of the material to be used durable?                                   |     |    |          |
| Have you considered maintenance of the equipment and ease in finding spares locally? |     |    |          |
| Is the equipment to be supplied energy efficient?                                    |     |    |          |

#### 2. Environment

The provider is requested to indicate to what extent they are compliant with environmental factors as regards to the following:

| Criteria  | Yes | No | Comments |
|---|-----|----|----------|
| Do you use environmental friendly equipment during implementation of project?               |     |    |          |
| Do you minimize waste and exercise recycling?   |     |    |          |
| Do you ensure that hazardous materials are not used during implementation of your projects? |     |    |          |
| Do you exercise the use of energy saving means and environmental friendly methods.          |     |    |          |
| Transport of the material to the site, is it done in an environmental friendly way?         |     |    |          |
| Are the goods to be supplied environmentally friendly?                                      |     |    |          |



**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

**3. Social**

The social aspect relates to the staff employed by the service provider. The Bank would like to see how the staff are treated in terms of the following criteria.

| Criteria  | Yes | No | Comments |
|---|-----|----|----------|
| Does the bidder observe the minimum wage requirements?                    |     |    |          |
| Are the workers accorded the right working gears and working environment? |     |    |          |
| Are the workers treated fairly during implementation of the project?      |     |    |          |



**African Development Bank Group**

**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

**APPENDIX H**

**BID-SECURING DECLARATION FORM**

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

Bid No.:

To: **The African Development Bank**

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Bank for the period of time of **three (3) years** starting from the bid submission date, if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert] legal capacity of person signing the Bid-Securing Declaration]

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

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

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]





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

---

### **ARTICLE 3: ELIGIBILITY**

- 3.1 Goods, Services, Real Estate and Works procured by the Bank shall be produced in a Member Country and supplied by Contractors from a Member Country, as described in paragraphs 3.2 and 3.3, unless a waiver of Article 17(1)(d) of the Agreement establishing the Bank is granted by the Board of Directors.
- 3.2 The eligibility of a bidder or Contractor on the basis of nationality shall be determined in accordance with the following rules:
- a) Natural Persons: a Natural Person is eligible if he or she is a national of a Member Country of the Bank. Where a person has more than one nationality, such a person shall be eligible if the nationality indicated in his or her submission is that of a Member Country of the Bank.
- b) Business: a Business is eligible if it satisfies the following criteria:
- It has its registered office or has its principal place of business in a country that is a member of the Bank;
  - Its legal existence is recognized and is in accordance with the laws of a country that is a member of the Bank; and
  - The majority of its capital is held by nationals from a Member Country of the Bank, or, if the Business has no capital, more than half of the value of the members' contributions to the Business has been contributed by nationals from a Member Country of the Bank.
- 3.3 In order to be eligible:
- a) Goods to be procured must have a value of which more than half is attributable to production or to originating materials and inputs from one or more eligible Member Countries of the Bank;
- b) Works must be performed where more than half of the value of the labour is supplied from one or more Member Country of the Bank, and where the equipment and materials needed for carrying out the Works have a value of which more than half is attributable to production or to originating materials and inputs from one or more Member Countries of the Bank.
- 3.4 A Natural Person or Business shall not normally be eligible at any stage of a competitive process and contract execution if any of the following situations apply and have been declared or should have been declared by the Bidder:



**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

- 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 5 years;
  - d) The Natural Person of Business has been the subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity;
  - e) The Natural Person or Business has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices;
  - f) The Natural Person or Business has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.
- 3.5 A Natural Person or Business, or any of its affiliates, that has been engaged to providing 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.



**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

Business means any incorporated or unincorporated organization recognized by the laws of a Member Country of the Bank that has the capacity of entering into contracts and of offering Goods, Services, Real Estate and Works.

Contractor means a Vendor who has entered into a contract with the Bank for the provision of Goods, Services, Real Estate or Works.

Goods means tangible items, including assets and expendable items that are purchased, hired, leased or rented by the Bank, A ‘Good’ may include related Services, such as transportation, insurance, installation, commissioning, training and initial maintenance, provided that the value of those Services is less than the value of the Goods acquired.

Natural Person means an individual authorized by the laws of a Member Country of the Bank to offer Goods, Services, Real Estate and Works.

Real Estate, also known as real property, means land, buildings and premises that are purchased, built or leased by the Bank.

Services means all services except consulting services. For the purposes of this Directive “Consulting Services” refers to expert intellectual or advisory services.

Vendor means any Natural Person or Business that is in the business of selling or otherwise providing Goods, Services, Real Estate or Works.

Works means the construction, reconstruction, demolition, outfitting, repair or renovation of premises or related infrastructures. Such contracts may include related Services where the value of those Services does not exceed the value of the Works.



## ANNEX VI – GENERAL AND SPECIFIC CONDITIONS

### 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



**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

- 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  
Southern Regional Office,  
339 Witch-Hazel Ave,  
Centurion  
Gauteng , South Africa**

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





**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

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 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. 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.





**Reference: ADB/RFP/RDGS/2021/0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

**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, Juba, South Sudan and shall be in the English language.



**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

- 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



## African Development Bank Group

### **Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

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.



## **CONTRACT AGREEMENT**

---

### **DRAFT CONTRACT**

### **PREVENTIVE AND CURATIVE MAINTENANCE SERVICES OF COPIERS AND PRINTERS LOCATED AT THE SOUTH AFRICA OFFICE, PRETORIA**

THIS CONTRACT (hereinafter called the "Contract") is entered into by and between the AFRICAN DEVELOPMENT BANK GROUP, (hereinafter called the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE d'IVOIRE and (SERVICE PROVIDER) ..(hereinafter called the "Contractor"), whose address is 339 Witch – Hazel Avenue, Highveld, Eco Park, Centurion Pretoria, South Africa

#### **WHEREAS:**

- (i) As previously pointed out that:  
The Bank invited the Contractor to bid for preventive and curative maintenance services of printers located at the African Development Bank Office at Pretoria, and has accepted a bid by the Contractor for the supply of the these services on a non-exclusive basis, pursuant to the terms and conditions contained in this Agreement; and
- (ii) The Contractor represents and warrants that it possesses the competence and resources to supply and perform the Services (as defined below).
- (iii) The Contractor agrees to provide the Services according to the timeline set out in each relevant document in Pretoria, after receiving a formal request from the Bank.

#### **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

#### **ARTICLE 1 - CONTRACT DOCUMENTS**

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

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

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

#### **ARTICLE 2 - INTERPRETATION**

2.1 The following words and expressions shall have the meanings hereby assigned to them:



Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa

‘Agreement’ means this contract for the provision of the Services.

‘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.

‘Bank’ means the African Development Bank named as above for whom the Contractor has agreed to provide the Services in accordance with the conditions herein of this Agreement.

‘Services’ means the provision of maintenance services pursuant to the conditions herein of this Agreement.

“Term” the term of this Agreement pursuant to Clause 2

“Termination Date” the date of termination of this Agreement (howsoever determined)

“Subcontractor” means any person, private or government entity, or a combination of the above, including his or its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

2.2 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 3 - SCOPE OF SERVICES**

- 3.1 The services to be performed by ..... under this Agreement (hereinafter called the "Services") are described in the terms of reference attached hereto (hereinafter called the "Terms of Reference") and forming an integral part hereof.
- 3.2 Notwithstanding Article 3 hereof, the Bank shall be entitled to modify the Terms of Reference provided however, that no such modification shall change the essential nature or purpose of the Services. If, as a consequence of such modification, the scope of the Services is significantly changed, the Agreement Amount (as defined in Section 6.1 hereof) may be adjusted by the Bank.
- 3.3 The Services shall be provided in a fit and proper manner in keeping with the standards of the Industry and the terms of this Agreement.

### **ARTICLE 4 - PROVISION OF PREVENTIVE AND CURATIVE MAINTENANCE SERVICES**

- 4.1 The Contractor shall provide the Services set out in Annex 1 and the Terms of Reference as required by the Bank in accordance with the conditions herein of this Agreement.

### **ARTICLE 5 - COMMENCEMENT AND DURATION**

5.1 The Contractor shall commence the Services on ..... and shall carry out the Services for an initial period of three (03) years, and thereafter renewable, upon satisfactory performance, on annual basis for two (2) years, up to a maximum of duration of five (5) years, within the schedules and time limits established under the Terms of Reference (attached hereto as



**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

Annex 1) unless notice of termination by either party of three (03) months before the expiry of the contract period.

**ARTICLE 6 – AMOUNT AND PAYMENT TERMS**

- 6.1 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.
- 6.2 The currency of payment shall be the **Southern Africa Rand**.
- 6.3 The Bank shall, subject to satisfactory performance of the Services, pay to the Contractor the amounts as set out in the Payment Terms and Conditions (Annex 3 of this Contract), which forms an integral part of this Contract. It is agreed that such payment terms shall be reviewed by the parties in good faith with effect from each anniversary of the commencement of this Agreement, or more frequently if required. The parties hereto recognize that the actual amount payable is subject to adjustment depending on the actual number of cleaning agents deployed and the duration of deployment.
- 6.4 The Contractor shall maintain its unit prices throughout the term of the contract; however, prices may change as a result of the Government announcing increase of minimum wage. Unless there is a proof of an increase on a specific indicator, which has an impact on the contractual prices (e.g. social contribution percentage, allowances enforced by the law, etc.), no changes will be applied to the unit rates. If the statutory change of price will happen the parties shall determine the revised prices taking into account the statutory changes, subject to the caps to be agreed by both parties which shall consist of the fixed unit price for each type of service or personnel multiply by the number effectively retained by the Bank.
- 6.5 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.
- 6.6 **Each payment shall be made by the Bank on the basis of an invoice submitted by the Contractor in one (1) original and one (1) copy. Each invoice shall contain the Bank contract number as well as detailed banking instructions - the name and address of the Contractor's bank, account number.**





Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative  
maintenance services of printers located at African Development Bank , Pretoria,  
South Africa

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

Name of the Bank: .....  
Address of the Bank: .....  
Account Number: .....  
Account Name: .....  
SWIFT Code: .....

**ARTICLE 7 - TAXES AND DUTIES**

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

**ARTICLE 8: REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 8.1 The Bank represents and warrants that it possesses the requisite experience, qualifications, competence and skills to perform the Services hereunder and to carry out all of its duties and responsibilities set out in this Contract and that all information given concerning such experience, qualifications, competence and skills is accurate.
- 8.2 The Bank represents and warrants that it is in compliance with all the applicable laws and regulations in force at its place of incorporation. The Bank covenants that during the term of this Contract it shall abide by, and take all measures necessary to enable it to be in compliance with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 8.3 The Bank represents and warrants to the Bank that: (i) the execution and delivery by the Bank of this Contract, the consummation of the transactions contemplated hereby and the performance by the Bank of this Contract will not violate, conflict with or result in the breach of any of the terms and conditions of, or otherwise give any other contracting party the right to terminate, any contract, agreement, license, franchise, commitment or binding arrangement to which the Bank is a party and which would otherwise be material to the performance by the Bank of its obligations hereunder; and (ii) the Bank possesses and will maintain all required licenses, and permits in respect of, or otherwise possesses and will maintain good and valid title to, all the intellectual and other property necessary for the performance of its obligations hereunder. The foregoing representations and warranties of the Bank shall survive the termination of this Contract.

**ARTICLE 9 - ASSIGNMENT AND SUBCONTRACTING**

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



**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

- 9.2 The Contractor shall not subcontract for the whole or any part of the Services to any person or entity except with the prior written consent of the Bank given in respect of the particular person or entity.
- 9.3 Notwithstanding any such consent given by the Bank pursuant to Sections 9.1, or 9.2 above, the Contractor hereby guarantees full compliance by each of the Contractor's Associates with the terms of this Contract and the prompt performance by each of them of the subcontracted parts of the Services. The Contractor further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Services.
- 9.4 Notwithstanding the approval by the Bank of (i) the assignment by the Contractor, in whole or in part, of this Contract; or (ii) the subcontracting of this Contract to a third party by the Contractor, such approval in each such case shall be without prejudice to the Contractor's obligations and liabilities hereunder
- 9.5 However, it should be understood, that no third party shall be a subcontractor or perform work on the basis of this Contract unless incorporated as a business in one of the Bank's member countries.

**ARTICLE 10 - PERFORMANCE OF THE CONTRACT**

- 10.1 The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- 10.2 The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or license required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- 10.3 Any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- 10.4 The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- 10.5 The Contractor shall have sole responsibility for the staff who executes the tasks assigned to him.
- 10.6 The Contractor shall make provision for the following employment or service relationships with his staff: the Bank may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Bank any right arising from the contractual relationship between the Bank and the Contractor.
- 10.7 In the event of disruption resulting from the action of a member of the Contractor's staff working on Bank premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Bank shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- 10.8 Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Bank. The report shall include a description





**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

**ARTICLE 11 - RELATIONSHIP OF THE PARTIES, INDEMNIFICATION**

- 11.1 Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Contractor and the Bank other than that of independent contractor. Accordingly, the Bank 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 Bank, or the Banks Associates.
- 11.2 The Bank 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 relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Bank or any of the Bank’s Associates including without limitation all third party claims, and the Bank 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 Bank shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property or industrial design rights arising from the performance of the Services by the Bank and any of the Bank’s Associates.
- 11.3 The provisions set out in this Article shall survive the expiration or termination of this Contract.

**ARTICLE 12 - CONFLICT OF INTERESTS**

- 12.1 The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Bank in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.
- 12.2 The Bank reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff is not placed in a situation which could give rise to conflict of interests. Without prejudice to Article 10 the Contractor shall replace, immediately and without compensation from the Bank, any member of his staff exposed to such a situation.

**ARTICLE 13 - DATA PROTECTION**

- 13.1 Contractor shall not damage, disclose, alter, lose or destroy any information or data of the Bank for any reason unless specifically instructed to do so in writing by the Bank. Nor shall Contractor use any such information or data for any purpose other than that for which it has been specifically authorized. Contractor shall maintain appropriate security measures to prevent unauthorized use, disclosure, destruction or loss of any Exchange information or data.



**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

- 13.2 In the event of loss of any Bank data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Bank. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

**ARTICLE 14 - EVALUATION OF THE CONTRACT**

- 15.1 This Agreement will be evaluated every six months. The quality of delivery of services will be assessed using performance criteria on which the Supplier agrees (Annex 6). Faults detected will be immediately reported in writing to the attention of the Supplier, as well as opportunities for improvement in order to meet the standards and market quality.
- 15.2 The results below those expected by the Bank and the failure to obtain the minimum required score for each criterion expose the Supplier to sanctions ranging from formal termination of the Agreement.

**ARTICLE 15 - CONTRACTOR'S INABILITY TO PERFORM SERVICES**

- 15.1 If, at any time and for whatever reason, in the opinion of the Bank the Contractor is unable to perform or to complete the performance of the Services in a manner satisfactory to the Bank, the Bank may, at its option, either terminate this Contract, or extend the time within which the Services are to be performed. Any additional costs or expenses to the Bank arising from such extension shall be borne by the Contractor.
- 15.2 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.
- 15.3 Suspension of the Contract shall not prejudice or affect the accrued rights or claims and liabilities of either Party to this Contract.

**ARTICLE 16 - DISPUTE RESOLUTION**

- 16.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the 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.
- 16.2 If, forty-five (45) calendar days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or disagreement, either party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force.
- 16.3 The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) calendar days after the date of the Notice of Dispute,



**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

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 London, England. The language to be used in the arbitral proceedings shall be English.
- 16.5 The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.
- 16.6 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.
- 16.8 The provisions of this Article shall survive the termination of the Agreement.

**ARTICLE 17 - COPYRIGHT, CONFIDENTIALITY AND OWNERSHIP**

- 17.1 The Contractor shall not at any time without written authorization from the Bank, communicate to any person or entity any Confidential Information disclosed to it for the purpose of performing the Services or obtained by it in the course of performing the Services, or make any public statements concerning this Contract. All Confidential Information shall be treated as confidential by the Contractor and the Contractor’s Associates and remain the property of the Bank. The Contractor and the Contractor’s Associates shall not be entitled to use or copy such Confidential Information for any purpose not related to this Contract. For purposes hereof, “Confidential Information” refers to all documents, statistics, reports, data or other information whether in written, oral or other tangible form provided, or made available to, or created, obtained, compiled or prepared by the Contractor in respect of, in connection with or by virtue of this Contract.
- 17.2 The Contractor shall exercise sufficient control over any Confidential Information in order to preserve the confidential nature thereof, and to safeguard the Confidential Information from theft and/or access by unauthorized personnel and third parties and to ensure that Confidential Information is not used in an unauthorized manner.
- 17.3 The obligations of the Contractor under Section 17.1 of this Contract will not be deemed to have been breached to the extent that Confidential Information: (a) is disclosed by the Contractor to the Contractor's Associates solely in order to comply with obligations, or exercise rights, under this Contract; or (b) is in the public domain other than due to a breach of Section 17.1. Where the Contractor discloses Confidential Information to another person pursuant to clause (a) above, the Contractor will (a) notify the receiving person that the information is Confidential Information and (b) not provide the Confidential Information unless the receiving person agrees to comply with the terms and conditions set forth in Section 17.1. In every instance, the Contractor shall notify the Bank (a) of such disclosure to the Contractor’s Associates prior to making such disclosure, and (b) promptly of any breach of its confidentiality obligations when it has learnt of such a breach.
- 17.4 The Contractor shall not publish or cause or permit to be published, without the prior written approval of the Bank, the existence of this Contract nor any conclusions or recommendations nor part thereof formulated in the course of or as a result of the performance of the Services.



**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

- 17.5 All proprietary and intellectual property rights in all documents, reports, statistics, data and other information provided, made available to, or created, obtained, compiled or prepared by, the Contractor in the course of carrying out the Services shall be vested in and become the property of the Bank. All such documents, reports, statistics, data and any other information shall, upon the completion of Services or termination of this Contract, be promptly returned to the Bank. Such materials shall be sorted and indexed by the Contractor in a manner acceptable to the Bank prior to delivery to the Bank.
- 17.6 The Contractor further agrees to include the contents of this Article in all subcontracts and consulting agreements entered into by the Contractor for the performance of Services under this Contract.
- 17.7 The provisions of this Article shall survive the expiration or the termination of this Contract.

**ARTICLE 18 - FORCE MAJEURE**

- 18.1 Neither party to this Agreement shall be responsible for any delay or failure to perform its obligations under the Agreement if the delay or failure is attributable to force majeure.
- 18.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Supplier shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 18.3 In the event of force majeure which delays performance of the whole or any part of this Agreement for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Agreement.
- 18.4 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event.

**ARTICLE 19 - FRAUD AND CORRUPTION**

- 19.1 The Supplier represents that no employee of the Bank involved in the award of this Agreement, has received, or will receive, directly or indirectly, any kind of benefit or advantage from the Supplier, its agents or affiliates, resulting from the award of this Agreement or its implementation.
- 19.2 If the Supplier is found to have engaged in corrupt or fraudulent practices in connection with this Agreement, the Bank may at its discretion, do any one or combination of the following: (i) void or terminate the Agreement; ii) declare the Supplier ineligible to contract with the Bank and to enter into contracts in connection with matters financed by the Bank; or iii) pursue legal proceedings against the Supplier.
- 19.3 For the purposes of the Agreement:
- 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” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes



**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

collusive practices among bidders, or between bidders and Bank staff (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels.

- 19.4 The Bank reserves the right, where the Supplier has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that the Supplier is ineligible, for a stated period of time, to be awarded a Bank contract.
- 19.5 The Supplier agrees that the Bank may at its discretion require that, in contracts financed by the Bank, a provision be included requiring the Supplier and its contractors to permit the Bank to inspect their accounts and records relating to the performance of the Agreement and to have them audited by auditors appointed by the Bank.
- 19.6 Any communications between the Supplier and the Bank related to matters of alleged fraud or corruption shall be made in writing.

**ARTICLE 20 - TERMINATION**

- 20.1 The Bank may terminate this Contract at any time without advance notice in the event the Contractor engages in misconduct. For purposes hereof, “misconduct” means conduct that is unlawful or improper, and that the Bank determines in its discretion, reflects seriously and adversely on the Bank.
- 20.2 The Bank may, upon giving not less than three months ( 90 ) days' notice in writing to the Contractor, terminate this Contract if the Bank determines that the Contractor has failed to perform satisfactorily the Services or to otherwise comply with any of its obligations under this Contract.
- 20.3 The Bank may, at its option and in its sole discretion, terminate this Contract when it is in the interest of or the convenience of the Bank to do so, provided, that the Contractor shall in such event be given prior notice of not less than [two months] 60 days of such termination.
- 20.4 The Bank may at any time terminate the Agreement by giving thirty (30) days written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Bank
- 20.5 The Contractor may terminate this Contract if the Bank has, within a period of forty-five (45) days after the due date, failed to pay any amount due to it in respect of which no dispute has arisen.
- 20.6 The Bank and the Contractor may terminate this Contract by mutual agreement in writing.
- 20.7 Upon termination of this Contract, the Contractor shall: (a) take immediate steps to end the performance of the Services in a prompt and orderly manner, mitigating any losses and keeping further expenditures to a minimum; and (b) promptly return all Bank equipment and, in accordance with Section 17.4 hereof, all documents, reports, statistics, data and other information provided, or made available to, or created, obtained, compiled or prepared by, the Contractor in the course of carrying out the Services.
- 20.8 If this Contract is terminated under this Article 21, Article 15 or 19, the Bank shall be liable only for payment, in accordance with the payment provisions of this Contract, for the part of the Services actually performed and expenses reasonably incurred prior to the effective date of termination.

**ARTICLE 21 - LIQUIDATED DAMAGES**





**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative  
maintenance services of printers located at African Development Bank , Pretoria,  
South Africa**

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to all its other remedies under the Contract or to the Bank's right to terminate the Contract, the Bank may deduct from payment due to Contractor, the amount of service not performed or poorly performed.

**ARTICLE 22 - DISASTER RECOVERY**

If the contractor, at any time during the performance of this contract, is determined by the Bank (at its sole discretion) to provide services essential or critical to the Bank, then upon such notice to the contractor by the Bank Contracting Officer; the contractor shall take immediate and effective measures to ensure the availability or use of back-up or redundant services and/or system(s) support to deal with such emergency, and to ensure uninterrupted support of the services or system(s) support under the contract so identified.

**ARTICLE 23 - MODIFICATION OR AMENDMENT**

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

**ARTICLE 24 - GOVERNING LANGUAGE**

- 24.1 The Agreement as well as all correspondence and documents relating to the Agreement exchanged by the Supplier and the Bank shall be written in English. Supporting documents and printed literature that are part of the Agreement may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in English, in which case, for purposes of interpretation of the Agreement, this translation shall govern.
- 24.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

**ARTICLE 25 – NOTICES**

- 25.1 All notices or requests required or permitted to be given or made shall in the case of the Bank be addressed or made to the Deputy Director General, RDGS, or such officer duly authorized by it in writing to receive or act upon the same.
- 25.2 Any notice or request to be given or made under this Contract shall be in writing and have been duly made or given when delivered by hand, or by certified mail or by facsimile to the party to the following address, or such other address as any of the parties may have notified to the other party in writing.

**FOR THE BANK**

Mailing Address

**African Development Bank  
Regional Development and Business Delivery Office**

Attention

**Deputy Director General**

**FOR THE CONTRACTOR**

Mailing Address

.....



## African Development Bank Group

**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative  
maintenance services of printers located at African Development Bank , Pretoria,  
South Africa**

.....  
Fax: + .....  
Tel: + .....

### **ARTICLE 26 - GOVERNING LAW**

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



**African Development Bank Group**

**Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa**

**ARTICLE 27 - SEVERABILITY**

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

**ARTICLE 29 - COUNTERPARTS**

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

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

.....  
Signed for and behalf of  
.....

Name: .....

Title: .....

Date: .....

.....  
Signed for and behalf of  
**African Development Bank**

Name: .....

Title: .....

Date: .....





## African Development Bank Group

Reference: ADB/RFP/RDGS/2021//0176 - Preventive and curative maintenance services of printers located at African Development Bank , Pretoria, South Africa

### PRICE SCHEDULE

#### Schedule 1: Price schedule for maintenance service:

#### Schedule 2: Price schedule for spare parts, consumables and accessories:

| EQUIPMENT                  | MAKE/MODEL                  | QUANTITY | Service cost per quarter exclusive VAT (ZAR) | Service cost per year exclusive VAT (ZAR) |
|----------------------------|-----------------------------|----------|--|---|
| PRINTERS                   |                             |          |  |   |
|                            | Konica Minolta Bizhubs C659 | 4        |  |   |
|                            | Konika Minolta Bizhubs C759 | 2        |  |   |
|                            | HP Page wide color MFP 779  | 2        |  |   |
| Total Cost VAT Exclusive   |                             |          |  |   |
| VAT(15%)                   |                             |          |  |   |
| Total Amount VAT inclusive |                             |          |  |   |

#### Schedule 2:

| No | Copier Name and Model              | List of Spare parts, accessories | Unit Price |
|----|------------------------------------|----------------------------------|------------|
| 1  | Konica Minolta Bizhubs C659        |                                  |            |
| 2  | Konica Minolta Bizhubs C759        |                                  |            |
| 3  | HP PageWide Color MFP 779 UPD PCL6 |                                  |            |