

AFRICAN DEVELOPMENT BANK



**SOUTHERN AFRICA REGIONAL DEVELOPMENT AND BUSINESS DELIVERY OFFICE
IN PRETORIA**

LAUNCH DATE: 16 JULY 2018

CLOSING DATE: 31 AUGUST 2018

REQUEST FOR PROPOSAL

**FOR THE PROVISION OF CLEANING AND JANITORIAL SERVICES FOR THE
AFRICAN DEVELOPMENT BANK BASED IN CENTURIAN, PRETORIA**

ADB/RFP/RDGS/2018/0008

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Dear Sir/Madam,

1. The African Development Bank (the “Bank”) invites proposals for the provision of services as described in this Request for Proposal (RFP). To qualify for award, a bidder or bidders shall meet the qualification criteria set out in the Annex I.
2. The proposals submitted by bidders shall be received by the Bank on or before the date and time and in the manner specified in Annex I. The Bank’s requirement is set out in Annex II.
3. The Bank is an ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further economic development and social progress of African countries, individually and collectively. 80 member countries including all the 54 African countries and 26 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 For purposes of its operations the Bank also maintains field offices in certain of its RMCs.
6. The information contained in the RFP is designed to enable bidders complete and submit proposals. Bidders shall read the RFP carefully and ensure proposals comply with the instructions provided in the RFP. Bidders are required to complete and submit the Technical Proposal Questionnaire (Annex IV) and Financial Proposal Questionnaire (Annex V) in accordance with the Instructions to Bidders (Section 1), RFP Data Sheet (Annex I), Description of Goods/Technical Specification/Terms of Reference (Annex II), Eligibility Criteria (Annex VI) and General and Specific Conditions (Annex VII). The Bank shall evaluate proposals in accordance with the evaluation criteria and methodology (Annex III). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.
7. Any eligible bidder interested in doing business with the Bank shall register with the Bank through its website at: <http://www.afdb.org/en/about-us/corporate-procurement/vendor-kiosk/>.
8. A copy of all documents referred to in the RFP can be found on the Bank’s website: **<http://www.afdb.org/en/about-us/corporate-procurement/procurement-notice/current-solicitations>**
9. We look forward to receiving your proposal and thank you for your interest in doing business with the Bank.

SECTION 1 - INSTRUCTIONS TO BIDDERS

GENERAL

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

CLARIFICATION OF THE PROCUREMENT PROCESS

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

7. Clarification of RFP

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

8. Site Visit / Pre-Bid meeting

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

PREPARATION OF PROPOSALS

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

10. Language of Proposals

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

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

the Alternative Proposal shall be accompanied by a fully compliant proposal, i.e. one that meets the minimum technical requirements. The bidder shall quote the price for the fully compliant proposal and then separately provide the technical specification, methodology and adjustment in price that can be offered if the Alternative Proposal is accepted. The nearest functional equivalent or closest standard shall be offered as an alternative. Only the Alternative Proposal of the successful bidder shall be considered.

21. Acceptance of the General and Specific Conditions - It shall be clearly understood that by submitting a proposal in response to the RFP, a bidder shall be deemed to have accepted the General and Specific Conditions. A proposal that does not accept the General and Specific Conditions shall be rejected as non-responsive.

22. Taxes - The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes, such as customs duties, as the Bank, by virtue of its status as an international organization, is exempt from paying any direct or indirect taxes, by virtue of Article 57 of the Agreement establishing the Bank. If the bidder is unable to quote or invoice exclusive of all applicable taxes, such taxes shall be separately set forth on the quote or invoice.

23. Bid Prices

23.1. The prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all labour, supervision, materials, transportation, insurance, profit, general risks, liabilities and obligations set out or implied in the contract.

23.2. The Bank shall award the contract based on value for money that takes into account the whole life costing (i.e., life-cycle costs of the goods and services, maintenance, spare parts, warranty, training, disposal, shipment, insurance) of the requirement.

24. Currency of Proposal - The prices shall be expressed in the currency in the **RFP Data Sheet**. A bidder shall express all prices in the same currency.

25. Lots – If the Bank’s requirement is sub-divided into separate units (“lots”), bidders can submit a proposal for one or multiple lots unless otherwise indicated in the **RFP Data Sheet**.

26. Period of Validity of Proposals – Proposals shall remain valid for a period not less than the period stated in the **RFP Data Sheet**. Proposals valid for a shorter period shall be rejected as non-responsive. The Bank may require bidders to extend the period of validity of proposals. If the bidder does not extend the period of validity of proposals, the bidder’s proposal may be rejected. A bidder granting the request shall not be required or permitted to modify its proposal.

27. Bid Security

27.1. If provided in the **RFP Data Sheet**, the bidder shall furnish, as part of its proposal, a bid security in the amount, form and valid for the period in the **RFP Data Sheet**.

27.2. The bid security shall be in the form of a certified cheque or a bank guarantee from a bank located in a member country of the Bank and acceptable to the Bank. Any proposal not accompanied by a substantially responsive bid security shall be rejected.

27.3. The Bank may require bidders to extend the period of validity of a bid security. If the bidder does not extend the validity of the bid security, the bidder’s proposal shall be rejected unless the bidder submits a new bid security acceptable to the Bank before the expiration of the bid security.

27.4. The bid security of a joint venture shall be issued in the name of the joint venture submitting the proposal and shall list all members of the joint venture.

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

SUBMISSION AND OPENING OF PROPOSALS

28. Deadline for Submission of Proposals

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

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

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

31. Proposals submitted electronically via AfDB e-Procurement portal

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

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

- 32.1. If provided in the **RFP Data Sheet**, proposals shall be submitted by mail, courier or hand delivery.
- 32.2. Proposals shall be submitted in a sealed envelope (**with both the technical proposal questionnaire and financial proposal questionnaire in separate sealed envelopes**) and addressed to the Bank at the address in the **RFP Data Sheet**.
- 32.3. Each bidder shall submit proposal in **one original and four copies (any attachment, appendix and annex thereto shall also be submitted in one original and four copies)**: the original proposal shall carry the label “Original” and each of the four copies the label “Copy”. The technical proposal (one original and four copies) and the financial proposal (one original and four copies) shall each be placed in two separate sealed envelopes (the “internal envelopes”).
- 32.4. The following information shall appear on each internal envelope:
 - a) the RFP reference;
 - b) the statement “Technical Proposal” or “Financial Proposal” as the case may be; and
 - c) the name and address of the bidder.
- 32.5. The internal envelopes shall be placed together in a large single envelope called “external envelope” which shall be anonymous and **carry the label in the RFP Data Sheet that should be photocopied and placed on the external envelope.**
- 32.6. Any alternative proposal shall be prepared, sealed, marked and dispatched as per the instructions in this paragraph and clearly be identified as “Alternative”.
- 32.7. All pages of the proposal shall be numbered. Each copy of the proposal shall be bound in a single volume where practical. All documentation submitted with the proposal shall be bound in a single volume.
- 32.8. The person or persons signing the proposal shall initial all pages of the proposal where correction has been made.
- 32.9. When delivered by hand, the proposal shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 13.00 hrs. and from 14.00 hrs. to 17.00 hrs. Monday through

Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

33. Modification / Withdrawal of Proposals – Bidders may modify or withdraw proposals prior to the deadline for submission. Bidders shall not be permitted to modify or withdraw proposals after the deadline for submission.

33.1. **Proposals submitted electronically via AfDB e-Procurement portal** - Bidders can obtain guidance on modifying or withdrawing proposals in the user manual.

33.2. **Proposals submitted by mail, courier or hand-delivery** - The bidder's modification or withdrawal shall be prepared, sealed, marked and dispatched as per paragraph 32 and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as "Modification" or "Withdrawal".

34. Bid Opening – Proposals shall be opened as soon as possible after the deadline for submission. The record of the bid opening shall be made available as soon as possible on the Bank's website.

EXAMINATION OF PROPOSALS

35. Confidentiality and Disclosure of Information - The Bank is committed to make public all information in its possession unless there is a compelling reason for confidentiality in accordance with the policy on Disclosure and Access to Information. Bidders shall notify the Bank if the information provided is confidential and shall not be disclosed to the public. The Bank shall endeavor to maintain confidentiality of confidential information and evaluation of proposals. The Bank reserves the right to disclose information in accordance with the policy on Disclosure and Access to Information.

36. Clarification of Proposals

36.1. To assist in the examination and evaluation of proposals and qualification of bidders, the Bank may, at its discretion:

36.1.1. Require any bidder to clarify any part of its proposal;

36.1.2. Require any bidder to provide further information or documentation;

36.1.3. Undertake site visit to any bidder; or

36.1.4. Contact referees provided by any bidder.

36.2. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered. No change in the price or substance of the proposal shall be sought, offered or permitted. Where a bidder does not provide the information requested the proposal shall be evaluated as presented.

37. Determination of Responsiveness

37.1. The Bank's determination of a proposal's responsiveness is to be based on the contents of the proposal itself, as defined in the RFP. A substantially responsive proposal is one that meets the requirements of the RFP without material deviation, reservation or omissions.

37.1.1. "Deviation" is a departure from the requirements specified in the RFP;

37.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and

37.1.3. "Omission" is the failure to submit part or all of the information or documentation required in the RFP.

37.2. A material deviation, reservation or omission is one that,

37.2.1. If accepted, would:

37.2.1.1. Affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;

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

BID EVALUATION

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

AWARD OF CONTRACT

40. Award Methodology

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

41. Contract Award

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

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

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

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

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

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

46. Performance Security

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

47. Advance Payment

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

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

FURTHER ASSISTANCE

- 49. Authorized Representative** – Bidders shall provide the Bank with up to two authorized representatives. The Bank shall contact bidders through the authorized representative. The Bank shall assume that the representative is authorized to act on behalf of the bidder and bind the bidder to any response.

Josephine NGURE
Deputy Director General, RDGS

ANNEX I – RFP DATA SHEET

The numbering below refers to the appropriate numbering of the introduction	
§ 1	The goods and services to be provided are outlined in Annex II.
§ 1	<p>To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria:</p> <p>Eligibility of Bidders, Goods and Services: Interested Companies must originate from one of the Bank's member countries listed in Annex VII of the Request for Proposal.</p> <p>Eligibility Criteria: a bidder shall not be eligible if any of the situations listed in Annex VI apply.</p> <p>Financial Standing: An average turnover of at least ZAR 5,500,000 or equivalent] per annum for the last three years [2015, 2016, 2017, or latest 3 years).</p> <p>General and Specific Experience: a bidder shall have a minimum of [03 years] experience and successfully or substantially implemented as a prime contractor at least three assignments of a similar nature and complexity</p> <p>Historical Contract Performance and Pending Litigation: a bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation to impede its ability to perform the contract.</p> <p>Conflict of Interest: a bidder shall have no actual or potential conflict of interest that would call into question its participation in the procurement process and award of contract.</p>
The numbering below refers to the appropriate numbering of the instructions to bidders	
§ 7	Request for clarification and/or request for change to the RFP shall be sent In writing: by electronic mail: Tenders_RDGS@afdb.org ; The request shall be received by the Bank no later than 10th August 2018.
§ 8	<p>The Bank shall organize a site visit and pre-bid meeting: [YES]. The site visit and pre-bid meeting will be held on [23rd July 2018, at 09.00hrs hours at the Bank's premises which are located at 339 Witch-Hazel Avenue, Highveld X78, Centurion, Gauteng, 0157.</p> <p>Questions for the site visit and pre-bid meeting shall be submitted to Tenders_RDGS@afdb.org by 24th July 2018. The site visit and pre-bid meeting are mandatory requirement: (YES). For Bidders not attending site visit and pre-bid meeting, their bids will not be considered.</p>
§ 10	The language of proposals and all correspondence is English
§ 20	Alternative proposals are accepted :NO
§ 24	The prices shall be expressed in South Africa Rand (ZAR)
§ 25	<p>The Bank's requirement is divided into lots - YES</p> <p>Bidders can submit a proposal for one or multiple lots : YES</p>

§ 26	The minimum period of validity of proposals is One Hundred and Twenty (120) days from the deadline for submission of proposals.
§ 27	Bid security is required [NO]
§ 28	The deadline for submission of proposals is [31 ¹⁷ st August 2018 at 15:00 hours and submission to the tender box at Block B].
§ 31	Proposals shall be hand delivered at the address indicated below
§ 32	<p>Proposals shall be sent to the following address and the external envelope shall bear the tender number to the following information:</p> <p><i>Director General</i> <i>African Development Bank</i> <i>Southern Africa Regional Development and Business Delivery Office</i> <i>339 Witch-Hazel Avenue,</i> <i>Ext X78, Centurion</i> <i>Gauteng, 0157</i></p> <p>RFP – DO NOT OPEN UNTIL BID OPENING DAY Reference: ADB/RFP/RDGS/2018/0008 PROVISION OF CLEANING AND JANITORIAL SERVICES TO RDGS OFFICES RFP Closing Date and Time: 31¹⁷ August 2018 (15:00 hours local time)</p>
§ 46	Performance security is required: NO
§ 47	Advance payment will be provided to the successful bidder: N/A
§ 48	The Bank shall retain 10% of the contract sum until the end of the defects liability period: N/A

Annex II
TERMS OF REFERENCE (TOR)
CLEANING AND JANITORIAL SERVICES

TERMS OF REFERENCE FOR PROVISION OF CLEANING AND JANITORIAL SERVICES

1. Introduction and Objective

1.1 The African Development Bank Group, hereinafter referred to as “The Bank,” is a multilateral Development Bank established to contribute to the economic and social development of Africa, with its Headquarters in Abidjan, Côte d'Ivoire, it has 80 members consisting of 54 regional member countries and 26 non-regional member countries. See Annex VII below for member countries.

*1.2 The African Development Bank Regional Office premises for Southern Africa*¹ is in South Africa, and it is based in Centurion, Pretoria, at 339 Witch-Hazel Avenue, Centurion, 0157. The property named “Eco One Office park” has been developed with 6 office building blocks. Four of these six office building blocks are leased to the Bank with some open parking area. These four Blocks are named Blocks A, B, E and F. Each Block is developed over 3 levels with basement parking, atriums, balconies and common areas. The Gross Lettable area for each Block is about 3.180 m² composed as follows: 2 199 m² of office, 437 m² of common area, 444 m² of balconies/terrace and 100 m² of Atrium. The size of the premises may increase; however, this will be communicated to the contractor if it changes.

Objectives

The African Development Bank’s country office in South Africa hereby invites suitably pre-qualified companies to submit their proposals for the provision of **JANITORIAL AND CLEANING SERVICES AT THE SOUTH AFRICA COUNTRY OFFICE OF THE ADB LOCATED ON 339 WITCH-HAZEL AVENUE, HIGHVELD, CENTURION, 057.**

1.3 PROVISION OF JANITORIAL AND CLEANING SERVICES FOR ADB PREMISES

The Contract shall consist in providing janitorial and cleaning services at the premises of the Country Office (floors, walls, ceilings, all office equipment and washrooms). The said services comprise labor, supply of the necessary materials and products and related services required to keep the premises clean and salubrious, to the highest public hygiene and environmental standards. The Contractor will be required to provide its services day and night, round the clock.

1.4 GENERAL INDICATIONS

1.4.1 General Indications

¹ Responsible for needs of offices based in South Africa, Angola, Malawi, Madagascar, Mauritius, Mozambique, Sao Tome Principe, Zambia and Zimbabwe.

- i) The proposed equipment, materials and cleaning products are required to meet specific housekeeping, public hygiene and environmental safety standards and codes in force; the Bank may prohibit the use of certain products and impose the use of other products that are available on the market.
- ii) The Contractor shall verify and cross-check all documents constituting its Bid dossier. It may not, under any circumstances, cite errors, omissions or any inconsistencies in the various documents submitted, as a basis to request amendment of the elements of its proposal.
- iii) The Contractor must meticulously comply with all the items of the cost schedule prepared by the Bank and gear all its services toward complete fulfillment of its obligations.

1.4.2 Responsibilities of the Contractor

- 1. Within the limits of the contractual documents defining the performance of services, the Contractor shall be required to select the most appropriate processes, methods, procedures or equipment to ensure optimal fulfillment of its obligations at competitive costs. It shall execute all the envisaged services as frequently as scheduled and with the requisite professionalism, thereby ensuring that the premises are kept clean on a permanent basis. Special attention will be paid to washroom facilities and conference rooms, considered as extremely sensitive areas. The contract winner will be expected to employ cleaning methods that involve minimum use of water and chemical products. The Bank may intervene to cancel and request a change of the Contractor's cleaning method(s), should such method(s) prove to be inefficient.
- 2. Where the Contractor is unable to comply with a contractual stipulation, it shall be required to notify the Bank of that impediment within a maximum period of 5 days, stating the reasons for it. It will also be required to provide the Bank with timely alternative solutions, which, if accepted, will allow for 1 additional clause or contract modifications.

1.5 DESCRIPTION OF SERVICES

1.5.1 General

- i) .
- ii) At the Bank's request, services may include the supply and installation of additional sanitary amenities and fixtures in washrooms. Such accessories should have warranties covering at least 6-months.
- iii) In performing its services, the Contractor must contribute to protecting the premises, including the equipment and facilities in place, and take measures to ensure the harmonization and smooth coexistence of its activity with any other Bank-authorized activity.
- iv) The Contractor shall be required to perform the services in such manner as not to disrupt the functioning and routines of the occupants of the premises. Given the routine and repetitive nature of cleaning and maintenance services, timeslots reserved for such key tasks as washing, movement of motorized and other special equipment , its use in sensitive areas (conference rooms, special premises, etc.) and during certain**

periods (e.g. , peak hours) shall be specified in the service performance schedule and subject to special supervision.

A.5.2 Details of cleaning housekeeping services

1. The types of surfaces and materials to be maintained are office premises.
At the request of the Bank, the Contractor shall supply and install sanitary hygiene equipment and fixtures in the washrooms, including refills, laundering, equipment servicing and the supply of all required accessories. This equipment comprises: double or triple toilet roll dispensers, air freshener diffusers, cloth or paper hand towels, liquid soap dispensers, etc.
2. The services are categorized as basic (daily, weekly, monthly) services and Bank on-demand services to be performed according to a pre- arranged schedule. The latter are quarterly and half-yearly services performed on both sites. Daily tasks include dusting, carpet cleaning and washing of floor surfaces, and various items of office equipment, constant cleaning of wash room areas, including supply or refills of various consumable items, and garbage collection.
3. They also comprise the daily disposal of “household” refuse at the dumpsite in compliance with the rules and regulations in force in the host country.
Periodic disposal concerns collection of documents for destruction by a specialized company, in accordance with the regulations in force. The weekly services will involve more thorough cleaning and washing of the same areas.
4. The Contractor is has seen the premises during the pre-bid meeting and therefore it is presumed to have full knowledge of the areas and premises to be cleaned and maintained and the frequency of performance of services and to have assessed the working conditions and becomes fully cognizant of their importance and peculiarities.

In addition, the Contractor shall:

- i) Appoint officers-in-charge to liaise with the Technical Units of the Bank;
- ii) Undertake to comply with guidelines and instructions given by the Bank Technical Services in implementing specific tasks;
- iii) Undertake to comply with any subsequent day-to-day changes, only as authorized by the Bank’s Technical Services through a service order;
- iv) Undertake to act only upon written confirmation by the Bank’s Technical Services of such additional tasks as it may require for the smooth implementation of the contract, on condition that requests are timely, to avoid cleaning delays.
- v) Assign to the Bank’s premises staff with health insurance coverage and who are remunerated in accordance with the relevant national legislation. The contractor will be required to regularly provide certificates of payment of its social contributions.
- vi) The Contractor shall ensure that all waste and refuse collected are appropriately transported in quality bags, so as to ensure their handling and collection under acceptable conditions of hygiene. The Contractor shall be responsible for waste collection.

1.5.3 Other housekeeping and cleaning terms

- i) On various occasions (organization of events on the premises, occupation of conference rooms, shifting or rearrangement of furniture, relocation, etc.), the Contractor may be requested to provide specific cleaning services. Such services include simple dusting, damp mopping of surfaces or washing/scrubbing and disinfecting bathrooms.
- ii) The Contractor should furthermore take into account for its offer, specific cleaning services ensuing from the normal use of the premises as well as incidents that may occur (coffee spills, water puddles, breakage, water leaks, etc. all of which are considered “normal”). The contractor’s staff shall wear proper uniforms, bearing the company’s insignia and be equipped in compliance with the regulations in force.
- iii) Where all or part of the cleaning service falls short of the Bank’s expectations, , despite repeated warnings, the Bank may seek the services of another cleaning company at the expense of the Contractor.
- iv) Moreover, costs incurred for repair of all or part of the premises for causes that are attributable to the Contractor, especially resulting from negligence on the part of its staff, breakage and damage to the furniture and equipment being maintained/cleaned under the contract, shall be borne entirely by the Contractor.
- v) The Contractor shall perform its services in an environment-friendly manner (compliant with Bank-instituted selective waste sorting; use of non-toxic and environment-friendly cleaning agents, water and energy saving, etc.)

1.5.4 Access to Bank’s premises

The Contractor undertakes to comply with conditions for access to the Bank’s premises, whatever they may be. Such access conditions will be presented briefly to the Contractor during the site tour and in greater detail subsequently. The Bank shall provide badges or other passes to supervisory personnel, as listed by the Contractor. The said staff will be required to present their badges or passes to the Bank’s security officers. Fraudulent use of access permits shall constitute gross misconduct which shall be sanctioned as such. In the event of loss of permits, the contractor should reimburse to the Bank the cost of producing new badges or passes.

1.5.5 Appropriate housekeeping and cleaning equipment and chemical products

The Contractor shall submit to the Bank a summary description of the cleaning equipment, tools and implements as well as housekeeping products and washroom hygiene materials, and the names and characteristics of supplies and products (particularly chemical) that it will furnish and use, especially for cleaning computers. The cleaning equipment/materials and the various appliances shall be of professional standard. These include Hoovers for soft floor coverings, carpet shampoos, water vacuum cleaners and hard flooring cleaners, mechanical brushes, sandpapering and buffing machines. Washroom hygiene items to be supplied shall be made of choice materials. The proposed housekeeping products must be of good quality, with a very limited environmental impact.

1.5.6 Performance schedule

- i) The Contractor shall propose and follow a daily, weekly, monthly, quarterly and half-yearly service performance schedule. Any, even occasional, changes must be subject to the Bank’s prior approval.
- ii) The schedule should clearly contain a detailed programme of services to be performed on a

rotational basis, such as the cleaning/brushing and waxing of floor surfaces, inner window cleaning, etc.

iii) Cleaning works should be executed within the timeslots provided in point 6 below.

1. The Contractor will be responsible for Cleaning and Tea Preparation Services and will ensure that all areas are maintained, using environmentally friendly products. The services are to be provided continuously for Five (5) days per week. The Contractor will carry out periodic deep cleaning on regular basis as and when required, including the supply, installation, service and re-fill of hygiene equipment in line with the provisions of the Health and safety standards.
2. The Contractor's Project Manager, together with the Bank's COTR will ensure that the following tasks are performed and monitored for Liberia Field Office, and most of the important aspects will include the following on the list;

2.1 Office Space

The general cleaning of the Bank's office space, including staff offices, meeting rooms, corridors and reception area, storage and public information areas, corners and edges, and the entire office building premises will cover:

- (a) **Floors:** Sweeping, moping and washing floor surfaces including ceramic tile surfaces, carpets and mats;
- (b) **Partition Walls:** Cleaning partitions and fittings, glass surfaces, baseboards, doors and ledges, external surfaces of ducts and vents, including removal of cobwebs, dust and other natural debris;
- (c) **Windows:** Cleaning internal and external window surfaces, ledges and sills;
- (d) **Waste Collection:** emptying waste baskets and receptacles, collecting and disposing of trash and litter;
- (e) **Blinds:** Dusting and cleaning of window blinds will be carried out every three months;

2.2 Office Items

The general cleaning of office items including all movable items within the Bank's office space;

- (a) **Furniture:** Dusting, cleaning and arranging office furniture, desks, chairs, shelves, cabinets, mats and upholstery;
- (b) **Equipment:** Dusting and cleaning exterior of computers and other office equipment;
- (c) **Fixtures:** Dusting, cleaning and setting office fixtures, picture frames, mirrors, stands, and displays, washing of all the Bank's Office Flags, whenever required;

2.3 Washrooms, Closets and Kitchens:

The general cleaning of washrooms, closets and kitchens within the Bank's office space, covering:

- (a) **Walls:** Cleaning walls and wall tiles, including removing of cobwebs, dust and other natural debris;
- (b) **Floors:** Sweeping, moping and washing floor surfaces including ceramic tile surfaces.

- (c) **Countertops:** Cleaning and sanitizing countertops, sinks, hand driers, soap and paper dispensers including cabinet interiors;
- (d) **Fittings:** Cleaning, dusting, sanitizing and polishing all washroom fittings and metal items such as faucets and handles, mirrors and all glass surfaces, light fixtures, air vents;
- (e) **Kitchen Work:** Collecting and cleaning and setting utensils, provision of refreshments, tea, coffee, hot water and beverage refilling;
- (f) **Garden Services,** daily cleaning of gardens and provision of flowers within the surroundings.

2.4 Schedule, Materials and Staffing:

The Contractor shall indicate the range of general and detailed cleaning activities to be undertaken daily, weekly, monthly or quarterly and will provide a schedule indicating the proposed dates of the activities. The Contractor shall in all instances be responsible for provision of:

- (a) **Apparatus:** All tools and equipment necessary for cleaning, washing and sanitizing Including; vacuum cleaners, floor scrubbing, polishing and suction equipment, carpet shampooing and extraction machines, and all general cleaning and maintenance accessories;
- (b) **Hygiene Equipment:** Supply, Install, Service and replenish of all relevant toilet equipment
- (c) **Consumables:** Any complementary products required for carrying out the services such as detergents, disinfectants, cleaning sprays, polishing materials and fragrances;
- (d) **Replenishment:** Replenishing and refilling toiletries and other consumable washroom items.
- (e) **Staff:** Adequate staff to cover the indicated scope of services, preferably;
 - One (1) Supervisor/Cleaner
 - Two (2) Cleaners for offices and surrounding including the gardens.

3. CONTRACTOR'S WORK SCHEDULE

The Contractor is required to perform the services hereinabove on the hours and days according to the itemized list set forth below:

3.1 Contractor's Work Schedule:

3.1.1 Daily

- Sweeping and mopping ceramic floors;
- Dusting, damp wiping and polishing furniture and fixtures;
- Cleaning and disinfecting of washrooms;
- Sweeping and cleaning carpets and mats, including the doormats;
- Emptying and cleaning Desk waste bins;
- Replenishing toiletries in the washrooms;
- Upkeep and maintenance of kitchens and replenishment of consumables;
- Collecting, cleaning and setting utensils, hot water and replenishing/refilling beverages;
- Preparing Boardrooms or meeting rooms for meetings;
- Preparation of Tea, coffee, refreshments, hot and cold water as required;
- Responding to any accidental spillages or similar problems in all office prestigious areas.

3.1.2 Weekly

- Vacuum cleaning floor carpets and mats;
- Cleaning accessible interior and exterior of window and door surfaces;
- Cleaning and removing of cobwebs on walls;
- Sporting of the walls;
- Thorough garden works.

3.1.3 Monthly

- Stripping of the ceramic floors;
- Thorough garden works.

3.1.4 Quarterly

- Dusting and cleaning of Window blinds;
- Shampooing of carpets and mats.

The Contractor shall undertake to adapt its working hours to the needs of the Bank by presenting new work schedules, as needed. It shall hold the Bank harmless for any modifications of Bank staff working hours, irrespective of their nature or frequency.

The Contractor may propose the execution of certain work on Sundays or holidays, subject to ratification by the Director of General Services and Procurement Department or by his/her representative, and without the Bank incurring any additional charges.

Working hours shall be as follows:

- Daily services
 - Monday through Friday: from 06.00 hrs to 16.00hrs or from 07.00hrs to 17.00hrs subject to agreement with the Bank.
 - Periodic services
 - Spring cleaning once in a while on Saturday
 - Confidential on-duty office cleaning
 - Monday through Friday
 - from 08:00 hrs to 13:00 hrs
 - from 14:00 hrs to 17:00 hrs
 - other services (monthly, quarterly and half-yearly)
 - Depending on the schedule provided by the Contractor and approved by the Bank.
- vii) Given the high frequency of use of the general washrooms, in addition to the thorough cleaning at night, the Contractor shall schedule three (3) cleaning sessions at: **9:30 hrs, 11:30 hrs and 15:30 hrs**. These arrangements notwithstanding, the Contractor shall ensure continuous service aimed at keeping the washrooms clean. To that end, a floating team shall be put in place, distinct from the team of day cleaners for maximum security offices.
- viii) Changes may be made to work schedules, depending on the needs of the various units housed in the buildings of the Bank.

1.5.7 Increase or decrease in service supply

- i). The Bank reserves the right to increase or decrease the service supply corresponding to up to 15% of the contract amount, whenever appropriate, or in the case of technical, financial or administrative difficulties or total or partial vacancy of the specified property, without that entailing an increase in prices.
2. In the event of an increase or decrease, the reference prices shall be those stated in the cost schedule submitted and approved. No claims will be receivable following the signing and approval of the Contract.
3. Unscheduled work that is performed without service orders or in violation of such orders may be rejected at the Contractor's risk and expense.

1.5.8 Facilities granted by the Bank

For the performance of services under the current Request for Proposals, the Bank may, depending on availability, provide the Contractor with storage space for equipment and chemical products. In such cases, the Contractor shall bear the insurance coverage for such premises as well as the external communication costs. The use of the said premises must comply with the safety rules and regulations in force within the Bank. The Contractor shall be liable for any damage caused by violation of such rules and regulations.

1.5.9 Technical Reference Documents

The Contractor undertakes to perform the specified services in accordance with the highest standards of professional competence and integrity and with the regulations in force in the Contractor's industry at the time of their execution. The services are, in particular, governed by all technical documents on the cleaning and maintenance of buildings and structures and above all, to technical documents relating to the cleaning of building complexes.

1.6. TECHNICAL SPECIFICATIONS OF EQUIPMENT

1. The equipment, materials, products, accessories and appliances proposed by the Contractor for the performance of services should meet the standards in force, be approved by the competent authorities and contribute to meeting the Bank's quality standards. The Contractor shall, in particular, provide the data sheets concerning the washroom fittings and materials. The said equipment and products should be compliant with international washroom hygiene and housekeeping standards, as well office cleaning standards and techniques.
2. The Contractor should be able to provide all justifications and information regarding the origin of materials and supplies (especially cleaning and/or sanitation products) delivered with receipts, invoices, certificates or any other document.
3. Quality control or standard-conformity tests for materials and chemical products may be conducted by the Bank or by a certified specialist commissioned by the Bank, at the Bank's expense. Approvals may be granted in the course of the performance of services, without prejudice to the acceptability of the services thus provided. Where the materials and chemicals are found to not be compliant, the Contractor shall be obligated to make amends as soon as possible. In such a case, the cost of the tests shall be passed on to the Contractor, notwithstanding any other remedy by the Bank.
4. Prior to the start of services, the contractor may be requested to provide samples or models of the materials or chemicals intended for use, to gain the Bank's final approval. Once accepted, such models and samples may be described and preserved by the Bank to serve as references for technical control services for housekeeping and cleaning of Bank property.

5. In any event, the replacement of any accessory, material or product by another should be subject to the prior written approval of the Bank preceding any order.
6. The Bank shall be the sole judge of the equivalence of any two types of products or materials. . In cases of discrepancy, the Contractor shall be obliged to use materials and chemicals corresponding to the references in the descriptions contained in the cost schedule, given that its financial proposals are expected to be on that basis.

A.7. CONTROL AND MONITORING OF SERVICES

A.7.1 Quality and control of supplies, accessories and services

1. Quality control is conducted on a daily basis by the Contractor's supervisory staff. In addition, the latter must forward a detailed report to the Bank, stating any unusual or possible occurrence during the performance of services.
2. Damage repair

In the event of damage to Bank property as a result of poor performance of services or wrong use of materials, chemical products, accessories and appliances, the Contractor shall be required to repeat the services and repair and restore damaged items or areas at its own expense. The Contractor shall be expected to avail itself of all information needed for the smooth performance of its services.

3. Meetings

A periodic meeting shall be held between the Contractor and the Bank for the purpose of assessing the execution of services. The Contractor should be represented at such meetings and all others convened by the Bank, by a person duly authorized to take the necessary decisions in due time. .

4. Monitoring of services

The Contractor should keep the following sheets on the service sites:

Daily service sheets and weekly service sheets to be signed once a week;

- Monthly service sheets to be signed once a month;
- Quarterly service sheets to be signed once a quarter;
- Half-yearly service sheets to be signed once every six months;

These sheets will state the services performed and the problems encountered at the technical and administrative levels and in meeting deadlines. Special monitoring will be conducted in respect of the washrooms on all floors open to all staff and visitors. To that end, the Contractor's on-site representative shall provide each cleaner assigned to continuous cleaning of washrooms with monitoring sheets to be signed after each round of cleaning of all the washrooms assigned to him /her. .

1.7.2 Restoring the state of premises

After each cleaning and maintenance session, the Contractor should:

- Clear the area of all materials, chemicals, etc, deposited;
- Repair, at its own cost, any damage caused by the performance of the works and services.

1.8 SPECIAL CLAUSES

1. Preliminary **mandatory** tour of premises

Bidders are required to participate in a preliminary tour of the premises, during which they will acquaint themselves with the features the offices concerned, so as to envisage the types of services to be provided under the contract. Bidders are thus required to be present at the front entrance of the 1st floor of the Pyramid Plaza Building, 746 Church Road, on Monday 30 August 2010 at 14:00 hours. The tour of the premises will be followed by a pre-submission meeting at which some answers will be provided to the bidders' questions concerning the proposal dossier.

1.9 DOCUMENTS MAKING UP PROPOSAL

Firms contacted should provide a technical proposal that proves that they have the capabilities and resources needed to perform the required services, and a financial proposal.

1.9.1 Technical proposal

The technical proposal should provide the following information, as well as all further information, through visual aids, and with the necessary details:

- Description of the company's organization (organization chart and CVs of supervisory staff, Supervisors and shift superintendents)
- Methodology (work plan) for the performance of services
- A training programme for their housekeeping and cleaning staff on hygiene and related areas, especially environmental awareness.
- A detailed presentation of experience acquired in the performance of similar services and/or in other international organizations. In each case, the background should show the characteristics of the staff proposed and service duration.
- List of equipment and work implements
- Evidence of Contractor's up-to-date payment of taxes, no more than three (3) months to the bid submission date (**to be submitted in original English or translated into English**)

Evidence of Contractor's up-to-date payment of social security contributions (NAPSA), issued no more than three (3) months to the bid submission date (**to be submitted in original English or translated into English**)

1.9.2 Financial proposal

The financial proposal shall comprise:

- The cost schedule stating the prices of services and the summary table using the format of **Annex E**;
- The proposed contract, completed and initialed by person(s) duly authorized to commit the company or Group, though not yet signed.

The financial proposal should be drawn up in accordance with the format attached as **Annex E**

For the entire period of the proposed contract which is **one (1) year renewable** the amounts payable to the Contractor shall remain firm and shall not be subject to revision.

ANNEX III – EVALUATION CRITERIA AND METHODOLOGY

- 1) A qualification (pass/fail) assessment will be carried out to determine whether proposals meet the qualification criteria. Proposals determined to meet the qualification criteria shall be considered for the next stage. Proposals not meeting the qualification criteria shall be rejected. The qualification (pass/fail) questionnaire is set out in Annex IV.
- 2) A two-stage process shall be adopted in evaluating proposals. Proposals shall be ranked according to technical score (Nt) and financial score (Nf) using the weights (T = the weight given to the technical proposal, 80 % (F = the weight given to the financial proposal 30%) (T + f = 1).
- 3) The final score shall be calculated as follows:

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

TECHNICAL EVALUATION

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

FINANCIAL EVALUATION 30%

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

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

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

FINAL RANKING

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

ANNEX IV – TECHNICAL PROPOSAL QUESTIONNAIRE

STATEMENT OF CONFORMITY

To: The African Development Bank
Southern Africa Regional Resource Center.
Centurion, South Africa

Dear Sir/Madam,

We, the undersigned, declare that:

- (a) We have examined the Request for Proposal (RFP) No **ADB/RFP/RDGS/2018/0008 PROVISION OF CLEANING AND JANITORIAL SERVICES** and have no reservation to the RFP including addendum issued;
- (b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions;
- (c) We offer to provide the goods and services in conformity with the RFP;
- (d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract;
- (e) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;
- (g) We understand that the Bank's policy requires bidders and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;
- (h) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;
- (i) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
- (j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;
- (k) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

We undertake that, in competing for (and, if the award is made to us, in executing) the contract, we will strictly observe the laws in force in our country of registration and the country where the contract is performed. We understand that you are not bound to accept the most advantageous proposal or any other proposal that you may receive. We confirm that the undersigned are authorized to commit the bidder(s) to the obligations contained in the RFP and the contract.

Name

In the capacity of

Signed

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

Dated on

BIDDER INFORMATION SHEET

1. Bidder's Legal Name:
2. In case of joint venture or any other form of partnership (JV), legal name of each party:
3. Bidder's actual or intended Country of Registration, Constitution or Incorporation:
4. Bidder's actual or intended Year of Registration, Constitution or Incorporation:
5. Bidder's legal address in Country of Registration, Constitution or Incorporation:
6. Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named and information on the capital structure. <input type="checkbox"/> In case of JV, letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement <input type="checkbox"/> In case of government owned entity from the Bank's member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law. <input type="checkbox"/> Organizational chart of the company and list of current staff

Appendix C

PARTY TO JOINT VENTURE INFORMATION SHEET
(Bidders will complete this form and include in the technical bid)

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration, Constitution or Incorporation:
4. JV's Party Year of constitution or registration into a legally enforceable JV:
5. JV's Party Legal address in Country of Registration, Constitution or Incorporation:
6. JV's Party Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Registration, Constitution or Incorporation of firm named and information on the capital structure. <input type="checkbox"/> A letter of intent to form a legally enforceable JV including a draft agreement, or JV agreement and power of attorney nominating an authorized representative of the JV <input type="checkbox"/> In case of government owned entity from the Bank's member country, documents establishing legal and financial autonomy and compliance with the principles of commercial law <input type="checkbox"/> Organizational chart of the company and list of current staff

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 proposals.

PASS/FAIL CRITERIA	Bidders Compliance Requirements	BI R

	Single Entity	Joint venture and any other form of partnership (JV)				
		All partners combined	Each partner	At least one partner		
STATEMENT OF CONFORMITY AND BID SUBMISSION FORM	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A		
A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity and bid submission form in the format provided. A power of attorney shall be attached, if applicable.						
The bidder shall sign and return the documents in the format provided for a PASS.						
ELIGIBILITY CRITERIA	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A		
The bidder is from a member country of the Bank. If yes, provide evidence, such as, articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.						
The goods and services offered are produced in a member country of the Bank. If yes, provide evidence, such as, operating license, information on origin of goods and services.						
The bidder, goods and services offered shall meet the eligibility criteria on the basis of nationality for a PA						
The bidder has become bankrupt, is insolvent or is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in						

any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation.						
The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the bidder is established or where the contract is to be performed.						
The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last five (5) years?						
The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.						
The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.						
The bidder, or any of its affiliates, has not been engaged to provide consulting services for the preparation or implementation of the procurement.						
The bidder shall not be subject to any of the situations above for a PASS						
JV (if applicable)	N/A	Existing or intended JV must meet requirement	Must meet requirement	N/A		
The bidder has included a JV agreement, or letter of intent to form a legally enforceable JV including a draft agreement.						
The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract.						
Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.						
The bidder shall provide a JV agreement or letter of intent to form a legally enforceable JV and draft authorized representative of the JV and power attorney for a PASS.						

FINANCIAL STANDING	See below				
The bidder has a minimum annual turnover of at least ZAR 5,500,000 for the last three years [2012/, 2013, 2014	Must meet requirement	Existing or intended JV must meet requirement	Must meet at least 20% of the requirement	Must meet 40% of the requirement	
<p>The bidder can demonstrate sound financial performance?</p> <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 [2011/12, 2012/13, 2013/14 or the 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 [2011/12, 2012/13, 2013/14 or the latest].</p>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A	
<p>The bidder can demonstrate access to and availability of financial resources to meet the overall cash flow requirements for the contract and its current work commitments?</p> <p>If yes, provide evidence, such as, liquid assets, unencumbered real assets, lines of credit and other financial means, other than contractual advance payments or other documents to demonstrate financial resources.</p>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A	
The bidder shall demonstrate current soundness of its financial position and its long-term profitability for					
GENERAL AND SPECIFIC EXPERIENCE	See below				
The bidder has been in business for the past three (3) years]	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A	

If yes, provide evidence, such as, information on the bidder's company (description, including a short history, business plan, services offered, organizational chart, and number of staff and list of current staff, number of years in business).						
<p>The bidder has experience in at least [three (3)] similar contracts as a prime contractor within the last [three (3)] years, which have been successfully or substantially completed (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP.</p> <p>If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 3 years.</p>	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	Must meet requirement for one specialism		
The bidder shall have been in business for the last three (3) years and has the experience and capability required for a PASS.						
HISTORICAL CONTRACT PERFORMANCE AND PENDING LITIGATION	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A		
<p>The bidder has had a contract(s) terminated in the last [three (3) years] for unsatisfactory performance or default.</p> <p>Bidders shall complete the litigation history form.</p>						
<p>The bidder is involved in litigation that represents more than 50% percent of the bidder's net worth.</p> <p>Bidders shall complete the litigation history form.</p>						
The bidder shall demonstrate ability to successfully complete previous contracts and has no pending litigation the contract for a PASS.						

CONFLICT OF INTEREST	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.						
The bidder shall have no actual or potential conflict of interest to call into question its participation in the contract for a PASS.						
A bidder shall PASS all above criteria to be considered for the next stage.						
Remarks (Accept/Reject for the next stage)						

LITIGATION HISTORY

Name of Bidder:

Reference: ADB/RDGS/RFP/2018/0008

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

_____	_____	Name of Purchaser: Contract description: Address of Purchaser: Contract award date: Matter in dispute:	_____
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Appendix F

CONFLICT OF INTEREST DISCLOSURE FORM			
Name of Bidder:		Reference: ADB/RDGS/RFP/2018/0008	
It is the Bank's policy to ensure fairness and integrity in its procurement process. All bidders (including affiliates, partners in joint venture, suppliers and subcontractors) are required to disclose any actual or potential conflict of interest. Bidders shall respond to the questions below and provide further information pertaining to any relationship/connection with the Bank.			
	Bidders Response		Comments /Information provided
	Yes	No	
Are you connected to a person employed by the Bank who is involved in the procurement process? This could be a personal or business relationship.			
Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?			
Are you an employee or stakeholder of the Bank?			
Has the Bank offered you a contract of employment in the last 12 months?			
Are you participating in more than one proposal in the procurement process?			
Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?			

We hereby certify that: a) we have read and understood the contents of this disclosure form; and
b) we have disclosed all actual or potential conflict of interest.

We understand that the Bank shall determine, in its sole discretion, whether any conflict of interest disclosed shall result in rejection of our proposal from the procurement process.

Name: _____ In the capacity of: _____
Signed: _____
Duly authorized to sign this proposal for and on behalf of: _____
Dated on: _____

Appendix G TECHNICAL EVALUATION

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

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

Description	Maximum Points	Marks
Methodology for implementation of CLEANING AND JANITORIAL SERVICES, clear service level agreement shown in terms of each activity and management of the contract.	30	
Service implementation, Supervision and Reporting (10 points)	10	
Relevant experience of the company in similar assignment including:	20	
International Organizations/ large corporates (5 points)		
Similar environment, type of buildings, size and number of sites (5 points)		
List of current and previous assignments indicating name of client, period and duration of the contract, contact person and telephone. At least three referees of big organizations (10 points)		
Demonstrated possession of the necessary skills and outsourcing of other companies including coordination of those companies, as well as the equipment for provision of CLEANING AND JANOTORIAL SERVICES. (Electrical and plumbing tool kit (provide an exhaustive list)	15	
Qualifications and level of competency of Building Facility Engineer to be assigned to the execution of the contract: 1. Certificate of good conduct. 2. Curriculum Vitae	15	

3. Possess Tertiary education in CLEANING AND JANOTORIAL SERVICES Qualified Electrician		
4. Knowledge in plumbing works		
5. Three years of CLEANING AND JANOTORIAL SERVICES Experience		
6. Speaks English		
(Use format as described in Appendix C)		
	10	
Total	100	

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

APPENDIX (H):

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF
(To be completed and included in the Technical Proposal)

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

National Identity number:

Certificate of good conduct:

Date of Birth: Years with Firm:

Nationality:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date:

Signature of staff or authorized officer from the bidding firm

Day/Month/Year

APPENDIX (I):

SUMMARY OF PROPOSED KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract. (This **is to be completed and included in the technical proposal**)

Position	Name	Years of Experience	Qualification

APPENDIX J:**LIST OF CURRENT AND PREVIOUS CLIENTS**

Contracts performed as prime Contractor on services of a similar nature and volume over the **last three years**. Also list details of current clients. **(To be completed and included in the technical proposal)**

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

Appendix K

Major items of Contractor's Equipment proposed for carrying out the assignment. Bidders to list all information requested below.

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

FINANCIAL EVALUATION (weight = 30%)

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

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

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

Final Ranking

Proposals shall finally be ranked according to their combined technical (N_t) and financial (N_f) scores using the weights (T = the weight given to the technical proposal, 80%); f = the weight given to the financial proposal, 20%; $T + f = 1$) indicated in the above:

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

BID SUBMISSION FORM

**To the African Development Bank
Southern African Regional Resource Center
Centurion,
South Africa**

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

- (a) We have examined the Request for Proposal (RFP) No **ADB/RFP/RDGS/2018/0008 PROVISION CLEANING AND JANITORIAL SERVICES** and have no reservation to the RFP including addendum issued;
- (b) We offer to provide the goods and services in the amount indicated in the Price Schedule form included in our proposal;
- (c) If provided in the RFP, the prices quoted shall remain fixed for the duration of the contract;
- (d) Our proposal shall be valid for the period indicated in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept the most advantageous proposal or any other proposal that you may receive.

We confirm that the undersigned are authorized to commit the bidder(s) to the obligations contained in the RFP and the contract.

Name

In the capacity of

Signed

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

Dated on

Appendix B

Bidders are expected to indicate all the statutory benefits payable to the facilities services management personnel, the administration fee and the profit margin. The number of agents may be revised upwards or downwards depending on the number of sites. In such case the amount payable will change accordingly.

PRICE SCHEDULE FORM (To be included in the

	CLEANING AND JANOTORIAL SERVICES FOR THE RDGS OFFICE IN PRETORIA			
	PARTICULARS	No of staff	Salary/ Wages before tax (ZAR)	Salary after Tax (ZAR)
	Supervisor	1		
	Wage per one cleaner			
	Toilet paper monthly use			
	detergents			
	Bathroom hand paper			
	Other items known by the bidder			
	Total number of cleaners proposed			

TOTAL BASIC SALARY		
PENSION (insert %)		
MEDICAL (insert %)		
OTHER STATUTORY REQUIRMENTS (insert %)		
PAYE (TAX) (insert %)		
SUB-TOTALSALARY		
PROVIDERS FIXED ADMINISTRATION COST		
PROVIDERS MARGIN BASED ON STAFF SALARIES		
GRAND TOTAL		
GRAND TOTAL		

*: For each of these costs, each Bidder must provide details.

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

ELIGIBILITY

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

situations apply and have been declared or should have been declared by the Bidder:

a) The Natural Person or Business has become bankrupt, is insolvent or in the case of a Business is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation;

b) The Natural Person or Business has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the Natural Person or Business is established or where the contract is to be performed;

c) The Natural Person or Business has been convicted of a criminal offence relating to the conduct of its business or profession in the last 10 years;

d) The Natural Person or Business has been the subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity; or

e) The Natural Person or Business has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.

3.5 The Natural Person or Business, or any of its affiliates, that has been engaged to provide Consulting Services for the preparation or implementation of an assignment shall be disqualified from subsequently providing Goods, Services, Real Estate or Works (other than a continuation of earlier Consulting Services) for the same assignment.

3.6 In addition to the foregoing paragraphs, Vendors of a particular country or goods and work materials manufactured in a particular country may be declared ineligible if:

a) as a matter of law or official regulation, the country where the contract is to be performed prohibits commercial relations with that particular country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods, Services, Real Estate and Works, or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the country where the contract is to be performed prohibits any import of Goods from, or payments to, that particular country or Vendor.

DEFINITIONS

Bank means the African Development Bank, the African Development Fund and the Nigerian Trust Fund collectively, or any of them individually, as the case may be.

Bidder means a Vendor that has responded to a solicitation document issued by the Bank.

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

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

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

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

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

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

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

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

ANNEX VII - LIST OF MEMBER COUNTRIES OF THE BANK

REGIONAL COUNTRIES (*means location of existing or future Bank offices)
--

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

ANNEX VIII – 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 understands to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the Contractor’s industry, having due regard for the nature and purposes of the Bank as an international organization and to ensure that the employees assigned to perform any Services under the Contract or PO will conduct themselves in a manner consistent therewith. The Services will then be rendered in (1) an efficient, safe, courteous and businesslike manner; (2) in accordance with any specific instructions issued from time to time by the Bank’s designated Project Manager; and (3) to the extent consistent with the above as economically as sound business judgment warrants. The Contractor shall provide the services of qualified personnel through all stages of this Contract/PO. The Contractor shall promptly replace any member of the Contractor’s project team that the Bank considers unfit or otherwise unsatisfactory. The Contractor represents and warrants that it is in compliance with all the applicable laws of any jurisdiction in which the Services shall be performed.
- 2.2 The Contractor shall not assign or transfer any of its obligations under the Contract/PO. It shall be solely responsible for the performance of the Contract/PO in every respect. The Contractor shall indicate the Contract/PO number on all correspondence which shall be addressed to the Bank, unless otherwise stated. The Contractor shall immediately report to the Bank in writing any problems encountered which may jeopardize the performance of the Contract/PO.
- 2.3 The Contractor shall be responsible for obtaining and renewing at its own cost and in due time such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Bank to perform the Contract/PO.

3.0 Conflict of interest

- 3.1 The remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor shall not accept for its benefit any trade

commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any subcontractors, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

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

4.0 Financial Liability, Immunities and Applicable Law

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

5.0 Insurance

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

6.0 Documents

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

7.0 Changes

- 7.1 The Bank may, at any time by written order designated or indicated to be a change order, make changes to the Contract/PO or any part thereof.
- 7.2 If any such change increases or decreases the cost of and/or the time required for the performance of any part of the Contract/PO, an equitable adjustment shall be made in the Contract/PO price or time schedule or both, and the Contract/PO shall

accordingly be amended. No change in, modification of, or revision to the Contract/PO shall be valid unless in writing and signed by an authorized representative of the Bank.

- 7.3 Prices indicated in the Contractor's bid shall, at all times, be deemed to be firm and not subject to revision. Works and services for the Bank are exempted from taxes and customs duties. If a Contractor is unable to invoice exclusive of taxes, he shall show these taxes and customs duties on a separate line in the invoice, and the payment will be made free and clear of these taxes and customs duties.

8.0 Payment and Claims

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

**The Regional Director
African Development Bank Group
Southern Africa Regional Development &
Business Delivery Office
339 Witch-Hazel Avenue
Centurion
South Africa, 057**

Appropriate documentation should accompany all invoices.

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

9.0 Warranties

- 9.1 The Contractor warrants that the Services provided under this Contract/PO will conform to the specifications, or other descriptions furnished or specified by the Bank.
- 9.2 If the Contractor fails to comply with the above requirements, the Bank may after notice to the Contractor, take action at the Contractor expense which in the opinion of the Bank is necessary.

10.0 Safety

- 10.1 The Contractor shall ensure that itself and all Contractor personnel observe and comply with all applicable safety rules including those specified by the Contractor

and the Bank and the Bank's fire, safety and security regulations. The Contractor shall ensure that any work areas assigned by the Bank to the Contractor are cleaned daily and remain free of hazards.

11.0 Suspension

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

12.0 Termination of Contract/PO

- 12.1** The Bank may, by written notice, without the authorization of a court or any other authorization and without prejudice to any other remedy, terminate the Contract/PO in whole or in part:
- 12.1.1** If the Contractor fails to perform any of its contractual obligations and does not immediately rectify such failure after receipt of a written notice by the Bank;
 - 12.1.2** If the Contractor becomes insolvent or bankrupt or ceases paying its debts generally as they mature.
 - 12.1.3** For convenience, without assigning any reason.
- 12.2** Termination of the Contract/PO in whole or in part by the Bank is not limited to a fundamental breach of Contract/PO and shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract/PO.
- 12.3** If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (i), the Bank may procure, upon such terms and in such manner as it may deem appropriate, services and works similar to those not delivered and the Contractor shall be liable for any excess costs or damage caused to the Bank by the Contractor's default. The Bank reserves the right to offset costs, incurred by it in relation to the termination of the Contract/PO, from any monies due. In case of partial termination of the Contract/PO, the Contractor shall continue performance of the Contract/PO to the extent not terminated.
- 12.4** If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (iii) for convenience, the notice of such a termination shall state that termination is for the Bank's convenience, the extent to which the performance under the Contract/PO is terminated, and the effective termination date. The Bank will issue an equitable adjustment, not to exceed the total Contract/PO price, to compensate Contractor for: (i) the Contract/PO price for the Services accepted by Bank but not paid previously and adjusted for any savings, (ii) the costs incurred in the performance in the work

terminated, including initial and preparatory expenses; (iii) the cost of settling and paying other Contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Contract/PO and not included in items (i) and (ii) hereof; and (iv) a reasonable profit on item (ii) above.

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

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

13.0 Period of performance and Liquidated Damages

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

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

14.0 Liability

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

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

14.3 The Contractor understand 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, Pretoria, South Africa and shall be in the English language.

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

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

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

17.0 Governing law

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

18.0 Force Majeure

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

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

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

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

19.0 Severability

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

20.0 Copyrights, database and design rights

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

governing the Contract/PO, then the Contractor hereby irrevocably transfers and assigns to the Bank all of its right, title and interest, throughout the world and in perpetuity, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by the Contractor or any other person



ANNEX IX– SAMPLE CONTRACT TO BE FINE TUNED AFTER
NEGOTIATIONS WILL THE SUCCESSFUL BIDDER

ADB/CTR/RDGS/2018/0008

FOR

CLEANING AND JANOTORIAL SERVICES

BETWEEN

**THE AFRICAN DEVELOPMENT BANK
SOUTH AFRICA REGIONAL DEVELOPMENT AND BUSINESS DELIVERY
OFFICE**

AND

THE CONTRACTOR

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THIS SERVICE 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 currently operating from its Temporary Relocation Agency in Tunis, 15 Avenue de Ghana, BP 323 - 1002 Tunis Belvédère, TUNISIA of the one part, and (insert contractor's name) (hereinafter called the "Contractor"), whose address is (insert full address – physical and postal).

WHEREAS the Bank has determined the need to procure the services of the Contractor, as such services are described or referred to in this Contract, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES

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

1.2. Notwithstanding Article XV hereof, the Bank shall be entitled to modify the Terms of Reference, provided however, that no such modification shall change the essential nature or purpose of the Services. If, as a consequence of such modification, the scope of the Services is significantly changed, the Contract Amount (as defined in Section 8.1 hereof) and/or the Contract period may be adjusted by the Bank.

ARTICLE II: COMMENCEMENT AND DURATION

The Contractor shall commence the Services on {insert date} and shall carry out the Services for a period of Three (3) months in accordance with the schedules and time limits established under the Terms of Reference, or as otherwise indicated to the Contractor in writing by the Bank. If deemed necessary, this contract may be extended for additional periods to be determined up to the applicable limits prescribed in the Bank's rules.

ARTICLE III: DUTIES OF THE CONTRACTOR

3.1. The Contractor shall perform the Services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence and skill and shall, in performing the Services, accept, promptly act upon, and comply with, such instructions and directions as may be issued by the Bank from time to time.

3.2. The Contractor shall report regularly to the Bank and seek guidance and direction there from on all matters relating to this Contract and the performance of the Services hereunder.

3.3. The Contractor shall perform the Services to the satisfaction of the Bank in accordance with the Terms of Reference and shall submit to the Bank satisfactory and complete report(s) as required under the Terms of Reference.

3.4. During the term of this Contract, the Contractor shall devote all her working time to the performance of the Services, and shall not, unless otherwise agreed in writing by the Bank, engage, directly or indirectly, in any work, business or professional activities other than the performance of the Services and her other duties and responsibilities under this Contract.

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

3.6. The Contractor shall seek and obtain all necessary visas and/or residence permits as shall be required for carrying out the Services and for performing his/her obligations under this Contract. The Bank may use reasonable efforts to assist the Contractor in obtaining such visas and/or residence permits.

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

3.8. Except as otherwise agreed by the Bank in writing during the term of this Contract, the Contractor and any entity in which the Contractor has a professional participation or interest shall be disqualified from supplying any goods, performing any work or service related to or resulting from the Services.

ARTICLE IV: REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1. The Contractor represents and warrants that she possesses the requisite experience, qualifications, competence and skills to perform the Services hereunder and to carry out all of her duties and responsibilities set out in this Contract and that all information given concerning such experience, qualifications, competence and skills is accurate.

4.2. The Contractor covenants that during the term of this Contract she shall abide by, and take all measures necessary to enable her to be in compliance with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.

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

ARTICLE V: INSURANCE

The Contractor shall be personally responsible for all medical expenses he/she may incur and shall procure, at her own expense, personal insurance for that purpose. However, without prejudice to the foregoing, during the term of this Contract, the Contractor shall have limited insurance coverage procured by the Bank against accidental injury, or accidental death, occurring in the course of the performance of the Services, on such terms and conditions as the Bank may agree with its underwriters from time to time.

**ARTICLE VI:
RELATIONSHIP OF THE PARTIES,
INDEMNIFICATION OF THE BANK**

- 6.1. Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Bank and the Contractor other than that of independent contractor. Accordingly, the Contractor hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Contractor.
- 6.2. The Contractor hereby undertakes that she 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 legal fees) which the Bank may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Contractor including without limitation all third party claims, and the Contractor will reimburse the Bank for all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses. The Contractor shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property or industrial design rights arising from the performance of the Services by the Contractor.
- 6.3. The provisions set out in this Article shall survive the expiration or termination of this Contract.

**ARTICLE VII:
DISABILITY OF THE CONTRACTOR**

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, extend the time within which the Services are to be performed or postpone the performance of the Services.

**ARTICLE VIII:
PAYMENT FOR THE SERVICES**

- 8.1. The Bank shall subject to the satisfactory performance of the Services, pay to the Contractor the amounts specified in Section 1 of Annex II to this Contract (hereinafter collectively referred to as the “Contract Amount”), which Annex II forms an integral part hereof.
- 8.2. Payment of the Contract Amount shall be in accordance with the modalities specified in Section 2 of Annex II to this Contract.

**ARTICLE IX:
COPYRIGHT, CONFIDENTIALITY
AND OWNERSHIP**

- 9.1. The Contractor shall not at any time without prior written authorization from the Bank, communicate to any person or entity any Confidential Information disclosed to her for the purpose of performing the Services or obtained by her 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 shall remain the property of the Bank. The Contractor 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.

9.2. 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 unauthorised persons and to ensure that Confidential Information is not used in an unauthorised manner.

9.3. The obligations of the Contractor under Section 9.1 of this Contract shall not be deemed to have been breached to the extent that Confidential Information is in the public domain other than due to a breach of Section 9.1.

9.4. The Contractor shall not publish or cause or permit to be published, without the prior written consent of the Bank, the existence of this Contract, nor any conclusions or recommendations or any part thereof formulated in the course of or as a result of the performance of the Services.

9.5. 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 completion of the 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.

9.6. The provisions of this Article shall survive the expiration or the termination of this Contract.

ARTICLE X: ASSIGNMENT AND SUBCONTRACTING

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

10.2. The Contractor shall not subcontract or otherwise transfer responsibility for the whole or any part of the Services to any person or entity except with the prior written consent of the Bank.

ARTICLE XI: FORCE MAJEURE

11.1 “Force Majeure” means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under this Contract, (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.

11.2 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.

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

11.4 In the event of Force Majeure which delays performance of this Contract or any part thereof by more than fifteen (15) days, either party shall have the right, by notice to the other party, to terminate this Contract.

ARTICLE XII: FRAUD AND CORRUPTION

12.1 The Contractor represents and warrants that no employee of the Bank involved in the award of this Contract has received or will receive, directly or indirectly, any benefit or advantage from the Contractor, or any person associated with the Contractor, resulting from the award of this Contract or its performance.

12.2 If the Contractor is found to have engaged in any corrupt or fraudulent practice in connection with this Contract, the Bank may, in its sole discretion, do any or a combination of the following: (i) declare void or terminate this Contract without liability for payment of the Contract Amount or any part thereof; (ii) declare the Contractor ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Contractor. For purposes hereof, "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of an individual in the procurement process or in contract execution, and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, or collusive practice among bidders prior to or after bid submission.

ARTICLE XIII: TERMINATION

13.1 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.

13.2 The Bank may, upon giving not less than seven (7) 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 her obligations under this Contract.

13.3 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 seven (7) days of such termination.

13.4 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 her in respect of which no dispute has arisen.

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

13.6 If this Contract is terminated under this Article or under Article VII or XI, 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 XIV: DISPUTE SETTLEMENT

14.1 The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract 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.

14.2 If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or disagreement, either party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force.

14.3 The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) days after the date of the Notice of Dispute, the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration (LCIA) shall act as the appointing authority.

14.4 The seat of arbitration shall be London, England.

14.5 The language to be used in the arbitral proceedings shall be English.

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

14.7 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.

14.8 The provisions of this Article shall survive the termination of this Contract.

ARTICLE XV: MODIFICATION OR AMENDMENT

Subject to Section 1.2 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 XVI: EFFECTIVE DATE AND EXPIRY

16.1 This Contract shall enter into force on the Effective Date which shall be the last date of its signature by the parties.

16.2 Unless terminated under Article VII, XI, XII or XIII hereof or unless otherwise indicated in writing by the Bank, this Contract shall expire no later than the earlier of 31 January 2011 or date on which all obligations arising out of or under this Contract have been discharged, except for those expressly stated to survive the termination of this Contract.

ARTICLE XVII: NOTICES

17.1 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 Division Manager, Corporate Procurement, CGSP. 2, African Development Bank, or such officer duly authorised by the Bank in writing to receive or act upon the same.

17.2 Any notice or request to be given or made under this Contract shall be in writing and shall 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

Director General
The African Development Bank
RDGS, 339 Witch-Hazel Avenue
Centurion, 0157
South Africa

Attention

(the Bank's representation)

Department

Fax: --_

FOR THE CONTRACTOR

Mailing Address

(insert contact address)

**ARTICLE XVIII:
GOVERNING LAW**

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

**ARTICLE XIX:
SEVERABILITY**

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

**ARTICLE XX
COUNTERPARTS**

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

[Remainder of Page Intentionally Left Blank]

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

FOR THE AFRICAN DEVELOPMENT BANK

Deputy Director, General,
Southern Africa Regional Development and Business Delivery Office

Date:

ANNEX II

CONTRACT AMOUNT AND METHOD OF PAYMENT

1. Contract Amount

Pursuant to Article VIII of this Contract, the Bank shall pay the Contractor the amounts specified below in respect of the Services and for all costs, fees and expenses whatsoever reasonably incurred by the Contractor in performing her/his obligations under this Contract.

2. Schedule and method of payment

The schedule for payment of honorarium and travel expenses constituting part of the Contract Amount, as described in Section 1 of this Annex II, shall be as follows:



Annex x: **PERFORMANCE EVALUATION OF SERVICE PROVIDER**

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

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

18. FLEXIBLE HOURS				
19. COMPLIANCE WITH CONTRACT CLAUSES				
20. COMPLIANCE WITH TOR/ TECHNICAL SPECIFICATIONS				
21. RESPECT FOR ENVIRONMENT				
22. INNOVATION OF SERVICES				
23. SKILLS TRANSFER, TRAINING				
II. STAFF				
1. AVAILABILITY OF CONTACT PERSON				
2. NAME OF CONTACT PERSON (INTERFACE)				
3. PERFORMANCE, QUALIFICATION, COMPETENCE OF WORKER				
4. PUNCTUALITY				
5. PROFESSIONALISM				
6. ADJUSTMENT CAPACITY				
7. RESPONSIVENESS				
8. COMPLIANCE WITH INSTRUCTIONS				
9. CONFIDENTIALITY				
10. TIMELINESS				
11. RESPECT FOR WORK ENVIRONMENT				
12. QUALITY OF COLLABORATION				
13. MASTERY OF WORKING SOFTWARE				

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

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Appendix XI



FEEDBACK FROM SUPPLIER

FEEDBACK FROM SUPPLIER – FOR COMPLETION OF 360 DEGREES EVALUATION

NAME OF SERVICE PROVIDER	
CONTRACT TITLE	
CONTRACT REFERENCE	
START DATE	

EXPIRY DATE	
EVALUATION PERIOD	
OVERALL PERFORMANCE LEVEL	<p>Very Poor</p> <p>Poor</p> <p>Adequate</p> <p>Good</p> <p>Very Good</p>
EVALUATED BY	
POSITION IN THE ORGANISATION	
DATE	

PERFORMANCE LEVEL					
	Very Poor	Poor	Adequate	Good	Very Good
DELIVERY AND SUPPORT					
Clear and accurate communication of requirements and specification					
Accurate and complete information on Purchase Orders					
Adequately supporting timely delivery by providing adequate lead times, accurate information and limiting late or frequent changes to the requirements					
Staff / project manager attends meetings as required by the parties					
PAYMENT					
Timely payment of invoices in accordance with contract					
COMMUNICATION & RESPONSIVENESS					
Timely response in a professional and efficient manner					
Clear instructions are provided. No conflicting communication from various parties within the organization					
The technology infrastructure is effective, increasing the efficiency of doing business					

Staff / project manager demonstrates appropriate subject matter knowledge and provides effective response to inquiries					
Proactively provides options to resolve and eliminate identified problems					

PERFORMANCE LEVEL					
	Very Poor	Poor	Adequate	Good	Very Good
PARTNERSHIP					
Receptive to discussing ideas for collaboration on products, service innovation and continuous improvement					
Regular communication and proactive feedback					
Working together collaboratively to execute the contract					

Comments

SELF-ASSESSMENT AND CONTINUOUS SERVICE IMPROVEMENT	
Do you agree with the Bank's evaluation of your performance? If you disagree, provide reasons.	We agree to this evaluation with an aim to continuously improve.
How the service provision can be optimized in terms of costs, service levels, quality or sustainability?	

Any other comments	N/A
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ANNEX XI: CODE OF CONDUCT FOR THE BANK'S SERVICE PROVIDERS, SUPPLIERS AND CONTRACTORS

The purpose of this Code of Conduct (the “Code”) is to outline the key principles of conduct expected from all suppliers, service providers, contractors (“You”, “Your”) awarded a contract with the Bank (“Us”, “We”, “Our”).

You and Us agree to respect the spirit of the code. You are aware that any violation of the Code may be considered as poor performance of Your contract that could result in actions being invoked against You, including termination of the contract without notice and/or without compensation at Your own risk and expense.

In the performance of Your obligations under the contract, You commit to observing the highest ethical and professional standards and maintain the highest standards of integrity and utmost discretion in all matters relating to Our staff, business and activities. You should be aware that it is our policy that Our suppliers do not offer gift of any value to Our staff.

The principles in the Code also apply to Your suppliers, subcontractors, employees and any other third party (“They”, “Them”) with whom You assign any part of the contract. It is Your responsibility to ensure that the Code is communicated to Them and They comply with the principles and spirit of the Code.

Our expectation

You will:

1) Act in good faith by:

- a. Conducting Your business in accordance with the highest ethical and professional

standards;

- b. Executing the contracts to the industry customs and practices in which you operate;
- c. Complying fully with the terms and conditions of Your contract, during the contract period and after its conclusion;
- d. Refraining from any action that may represent reputational risk to Us, for example, by paying your subcontractors assigned to Our contract on time, by complying with all applicable laws in your country of origin and where the contract is performed;
- e. Not offering any gift of any value to Our staff.

2) Fulfil an advisory and partnership role by:

- a. Providing expert advice, when required, on implementation and provision of the goods, services and/or works under the contract;

3) Maintain Confidentiality and Security of Our Information by:

- a. Taking appropriate steps to safeguard and maintain confidentiality of Our confidential information, including maintaining it in confidence and in a secure location and not disclosing it to third parties (not assigned to the contract) without Our prior written consent, during the contract period and after its conclusion;
- b. Not using Our name and logo for any purpose without Our prior written consent.

4) Take appropriate steps to manage any of conflict of interest by:

- a. Disclosing to Us any situation that may appear as a conflict of interest;
- b. Disclosing to Us any interest that Our staff or agents may have in Your business or any other economic ties with You;
- c. Not offering employment or employ any of Our staff directly involved in the procurement process resulting in the contract, during the life of the contract or within one year after its conclusion.

5) Demonstrate transparency by:

- a. Implementing an open book approach;
- b. Providing any information and/or documentation We require, in a timely manner, relating to the contract;
- c. Place at Our disposal any accounting or financial information upon request;
- d. Fully cooperate and provide assistance in any investigation (including audits or investigation relating to possible corruption practices) relating to the contract that We commission or conduct.

6) Ensure the probity and integrity of staff working on Our contracts by:

- a. Employing staff who meet minimum vetting requirements in relation to criminal convictions, security clearance and educational achievements;
- b. Employing staff with regard to honesty, morality and integrity;
- c. Employing staff who have the qualification and experience, as specified by Us, to undertake the work under the contract;
- d. Replacing any staff, as soon as possible, who We deem unsuitable to carry out the services under the contract;
- e. Ensuring that Your staff, whilst on Our premises, are aware of Our Code of Conduct for Our staff and conduct themselves in the same manner as Our staff are expected to conduct themselves.

7) Not partake in corruption and fraudulent practices by:

- a. Not accepting from a legal entity or natural person, any gift, favor or compensation that could influence the impartial performance of Your duties under the contracts;
- b. Not offering any gift, favor, compensation or any other inducement that could influence the actions of any person or entity, including Us, Our services and staff;
- c. Not acting or misrepresenting the facts deliberately or recklessly or attempt to induce Us in error in order to gain any form of advantage;
- d. Not colluding with two or more persons in order to achieve an improper purpose, to influence improperly the actions of any other person or entity, including Us, Our services and staff;
- e. Not obstructing Our investigation into bribery, fraudulent or collusive activities by not destroying, altering or deliberately concealing evidence, and not make false statements to investigators or prosecutors;
- f. Not threatening, harassing or intimidating a person with the intention to prevent him or her from sharing information relating to an investigation or wilfully obstruct Us to exercise Our right of review.

8) Submit to Audit by:

- a. Permitting Us to inspect Your accounts and records relating to the performance of the contract and have them audited by auditors appointed by Us.

9) Comply strictly with all relevant laws, in your country of registration and the country where the contract is performed by:

- a. Complying with all applicable laws and regulations relating to the protection of the environment;
- b. Undertaking initiatives to promote greater environmental responsibility;
- c. Complying with all applicable labour laws and regulations in particular those pertaining to minimum wages and working hours;
- d. Ensuring that You pay taxes and social security contributions as required by applicable laws and regulations;
- e. Complying with all applicable laws and regulations that provide for humane conditions of work, protection of occupational health and safety;
- f. Continuously seeking to improve the workplace conditions of Your employees.

10) Endeavour to improve services and deliver value for money in the contract by:

- a. Actively seeking to optimise service delivery under the contract through savings and efficient cost management through the life of the contract;
- b. Proactively pursuing continuous improvement of services to reduce waste and improve efficiency across Our organization;
- c. Notifying Us of any savings and cost management under the contract and Your continuous improvement plan;
- d. Supporting Our “Green Bank” initiatives.

