

African Development Bank Group



RWANDA FIELD OFFICE
Fax Number: 250504298

Date: March 31, 2014

REQUEST FOR PROPOSALS FOR THE PROVISION OF CLEANING SERVICES FOR THE AFRICAN DEVELOPMENT BANK'S RWANDA FIELD OFFICE

ADB/RFP/RWFO/2014/0037

Letter of Invitation

RWANDA
KIGALI

Dear Sir/ Madam,

Sub: Cleaning & Janitorial Services.

1. The African Development Bank (hereinafter referred to as "AfDB" or the "Bank") requests your proposal for the service (s) specified in this request for proposals (RFP).
2. This RFP includes the following letter of invitation together with its annexes and the appendices to these annexes:

Annex 1: Terms of Reference

Annex 2: Contents of the Proposal to be submitted + Appendix A, B, C

Annex 3: Evaluation Criteria

Annex 4: General Terms and Conditions for the Purchase of Goods, Works and Services

Annex 5: List of Member Countries of the Bank

Annex 6: Draft Service Contract

3. Only those bidders that are nationals of member countries of the Bank and whose services that are provided originate from the member countries of the Bank are eligible to submit a bid in accordance with the RFP. The list of member countries is given as in Annex 5.
4. Your proposal must be received on or before **1500 hrs.**, Kigali time on **April 24, 2014** by mail, courier or hand-delivery at the addresses given below:

Postal Address:

African Development Bank
Rwanda Field Office
P.O.Box: 7329
Kigali, Rwanda

Address for delivery:

African Development Bank
Rwanda Field Office
Kacyiru Road Boulevard de l'Umuganda 3rd & 4th Floors
Kigali, Rwanda

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

Each bidder will submit their proposal in one original and four copies: the original proposal must carry the mention "original" and each of the four copies the mention "copy". The technical proposal (one original + 4 copies) and the financial proposal (one original + 4 copies) will each be placed in two separate sealed envelopes (the "internal envelopes").

The following mention should appear on each internal envelope:

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

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

Resident Representative
Rwanda Field Office
African Development Bank
Kacyiru Road Boulevard de l'Umuganda
Get House Building, 3rd & 4th Floors
P.O.Box: 7329
Kigali, Rwanda

REQUEST FOR PROPOSAL – DO NOT OPEN UNTIL BID OPENING DAY
Reference: ADB/RFP/RWFO/2014/0037
RFP Closing Date and Time: 15:00, April 24, 2014 – 1500 hrs.

6. It is the sole responsibility of the bidders to ensure that the sealed envelope containing the proposal reaches the above address before the time and date indicated in paragraph 4 above. When delivered by hand, the proposals must be delivered at the above address during the Bank's working hours from 0800 hrs to 1230 hrs and from 1400 hrs to 1730 hrs, Monday through Friday except for holidays observed by the African Development Bank. Delivery to any other office of the African Development Bank will be at the risk of the bidder and will not constitute timely delivery. **Proposals received after the above-mentioned closing time or deadline shall be rejected.** If the deadline for submission happens to be a holiday, the proposals will be opened at the same time on the next working day. The Bank may extend the deadline for submission of proposals at any time without incurring any liability to the bidders.
7. **A prospective bidder requiring any clarification in relation with the bidding documents may notify the Bank in writing to the Bank's mailing address indicated in these documents. All requests for clarifications must be received by telefax (at the fax number +250504298) or by electronic mail : rwfo@afdb.org.** If a Bidder feels that any important provision in the documents will be unacceptable, such an issue should be raised at this stage. **The Bank will respond within a week in writing to all prospective requests for clarification or modification of the bidding documents. Written copies of the Bank's response (including an explanation of the query but with no indication of its source) will be sent to all prospective bidders that have received the bidding documents.**
8. At any time before the submission of proposals, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, amend the RFP. The amendment shall be sent in

writing by telefax or email to all invited firms and will be binding on them. The Bank may at its sole discretion extend the deadline for the submission of proposals.

9. Proposals must be submitted in the English or French language in **One Original + Four Copies** (any attachments or appendices and annexes thereto must also be submitted in **One Original + Four Copies**). **The Technical Proposal** must include information in sufficient detail to allow the Bank to consider whether your company has the necessary capability, experience, knowledge, expertise, and the required capacity to perform satisfactorily the services specified along with any other information that may be requested by Annex 2 of this RFP. In accordance with the provisions of Annex 3, the technical proposal must include :
 - the statement of conformity (**Appendix A**);
 - project plan for the management of the contract [];
 - a description of your relevant experience on this particular field, supported with an example of similar [] services provided;
 - the audited financial statements for the last three (3) fiscal years;
 - qualifications and level of competency of each key staff to be assigned to the execution of the contract (use format as described in **Appendix C**);
 - Insurance certificate for professional liability of the bidder.
10. It is mandatory for the bidders to submit the **Financial Proposal** by using the bid submission form, attached as **Appendix B** of this RFP, including a description of the proposed services. Any deviation from the requested requirements (see TOR on **Annex 2**) shall be highlighted and explained. Please note that the Bank will only consider those deviations that have an effect of improving the services requested.
11. The evaluation method of the proposal is described in detail in **Annex 3**. For this procurement, evaluation will be based on combined technical and financial proposals. Only bidders, whose technical proposal meet or exceed the minimum qualification points, will be considered for financial evaluation.
12. By submitting the proposal, the bidders confirm that they have taken into account all the documents of this RFP including the addenda (if any), all the annexes and as the case may be, the appendices to annexes. The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.
13. The prices quoted shall be net free and clear of all applicable taxes including withholding tax duties, fees, levies or indirect taxes including customs duties. Prices must be expressed in Euros. Surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority as the Bank, its property, other assets, income and its operations and transactions are exempt from any obligation relating to the payment, withholding, or collection of any tax or duty, by virtue of article 57 of the Agreement establishing the Bank.
14. By submitting their bids, each bidder also warrants that they are legally authorized to perform the services and that they are not in default with the tax and social security obligations in their country. The Bank may, at its sole discretion, ask any bidder to provide documentary evidence establishing the same.
15. Proposals should remain valid for a period of not less than sixty (60) days after the deadline date specified for submission.
16. The Bank will award the contract to the bidder whose technical proposal has been determined to be substantially responsive and who has offered the lowest financial proposal in accordance with the evaluation criteria given in **Annex 3**. Responsiveness will be judged by conformance to all the terms, conditions and specifications of the RFP.
17. The Contract shall be governed by the Terms of References (attached in **Annex 2** of this RFP), and the General terms and Conditions (attached as **Annex 5** of this RFP). Any such contract will require compliance with all factual statements and representations made in the proposal.
18. Unless otherwise specified in this RFP, the rates quoted should be fixed for the duration of the contract and should not be subject to adjustment on any account.

19. Notwithstanding the above, the Bank reserves the right to amend the content of this RFP and to accept or reject any or all proposals and to cancel the bidding process at any time prior to the award of the contract without incurring any liability to any bidder.

20. Please note that it is the policy of the Bank that bidders, observe the highest standard of ethics during the procurement process and execution of such contracts. In pursuance of this policy, the Bank will reject a bid if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

21. We look forward to receiving your proposal and thank you for your interest in the African Development Bank.

MAKONNEN NEGATU
Resident Representative

African Development Bank Group



Rwanda Field Office
Fax Number: 250504298

Date: March 31, 2014

Terms of Reference

1. The African Development Bank (the Bank) is a regional multilateral development bank supported by 77 nations from Africa, North and South America, Europe and Asia. Headquartered in Abidjan, Cote d' Ivoire, the Bank Group consists of three institutions and its mission is to promote economic and social development of the African Continent through loans, equity investments, and technical assistance. The ADB has temporarily relocated its activities to Tunis.
2. The ADB's country office in Rwanda hereby invites companies to submit their proposal for the following service :

Cleaning and Janitorial Services to the Rwanda Field Office (RWFO) of the ADB located on the 3rd & 4th floors of the Glory-House Building.

The required services shall consist of cleaning and janitorial services for RWFO's premises (floors,walls, roofs, all office equipment and restrooms, etc.). The offers shall include costs of labour, equipment and supplies needed to perform the services required under this contract.

A.2 SITE WHERE SERVICES ARE REQUIRED

The office premises to be cleaned are located in the Glory -House Building, on Kacyiru Road/Boulevard de l'Umuganda. RWFO occupies the 3rd & the 4th floors inclusive of kitchen, rest rooms, stairs, corridors and terrace.

A.3 GENERAL DESCRIPTIONS

A.3.1 General Description

1. The equipment, materials and products proposed for use under this contract, shall respond to the norms and specific codes in force in the field.
2. The contractor shall verify the entire document which constitutes the Request for Proposal. It shall, under no circumstances, claim errors, omissions or lack of probable concordance in the various documents to request for modifications of the constitutive elements of its offer.

A.3.2 The contractor's responsibilities

1. The Contractor agrees to provide the services in accordance with the requirements set forth in the Contract Documents. It shall choose the most suitable processes, methods and equipments to perform its services under this contract, at competitive costs. The contractor shall undertake to perform all the services hereunder in accordance with the highest standards of professional and ethical competence and integrity. Particular attention shall be granted to the rest rooms and conference rooms due to their extreme sensitivity.
2. Whenever the contractor is unable to respect a contractual stipulation, it shall notify the Bank in writing within a maximum of 5 days indicating its reasons. It shall also promptly provide the solutions.

A.4 DESCRIPTION OF THE SERVICES

A.4.1 General descriptions

1. The contractor shall furnish all cleaning equipment required for the performance of this contract. Such equipment include shampoo machine and polisher, heavy duty wet and dry machine, vacuum cleaners, window cleaning systems, mopping systems, free standing ladders and other machines and equipments necessary to perform this contract. Maintenance and repair of all cleaning equipment will be the responsibility of the contractor. The contractor shall be responsible for obtaining and maintaining any permits or authorizations necessary to operate such equipment and as required by law or regulation. These services shall be carried out in a way that minimizes any nuisance and harmful effects to the environment.
2. The contractor's services may include, at the Bank's request, the supply and installation of equipment or hygienic accessories in the rest rooms.
3. During the execution of the services, the contractor shall contribute to the protection of the environment and materials and take the necessary measures for a good coexistence of its activities with any other activities of the Bank.
4. The contractor shall execute the services in a way that does not disturb the routines of the neighbors. Since the cleaning of the premises is a repetitive and routine task, the hours reserved to key tasks such as washing, movement of motorized or other special tools and materials, their use in sites with delicate access (conference room, special offices, etc.) shall be limited to specific dates and supervised.

A.4.2 Details of the cleaning and janitorial services

The contractor shall supply and install in the rest rooms, further to the Bank's request, hygienic equipment including, laundry, the maintenance of appliances and the supply of all accessories.

1. The contractor shall furnish the cleaning services described as follows:

a. All Carpeted Floor Areas:

- Empty /clean ash trays, waste receptacles, sand urns (daily)
- Dust/clean desks, telephones, tables, files, window sills, etc (daily)
- Dust counter tops, partitions, ledges, mouldings, picture frames (daily)
- Dust lighting fixtures, ceiling vents (weekly -Saturday)
- Spot-clean walls, partitions, columns and wood works to remove marks and stains (daily)
- Clean drinking fountains/water coolers (daily)
- Vacuum upholstered furniture (Weekly-Saturday)
- Vacuum-clean carpets and rugs (daily)
- Deep wet-shampoo or dry clean carpet (quarterly)
- Spin clean carpet with rotary mop pad (twice a year)
- Washing lighting fixtures (twice a year)
- Vacuum clean carpets as necessary
- Dispose garbage/waste.

b. All Areas Floored in Marble or other tiling:

- Dust floors (daily)
- Damp-mop floors (daily)
- Scrub/rinse floors (Weekly-Saturday)
- Squeegee floors (twice a week Tues day and Thursday)
- Spray/buff and polish floors to non-slippery finish (daily)
- Dust /clean desks, telephones, tables, files, windows, sills, etc (daily)
- Dust counter tops, partitions, ledges, mouldings, picture frames etc (daily)
- Dust lighting fixtures, ceiling vents (weekly- Saturday)

- Spot clean walls, partitions, columns and wood work to remove marks and stains (daily)
- Clean drinking water fountains/coolers (daily)
- Clean /polish bright/golden/black entrance door handles/bars/plates (daily)
- Clean upholstered furniture (weekly-Saturday)
- De-Wax tile or marble floors (quarterly)
- Clean/vacuum upholstered furniture (quarterly)
- Clean waste receptacles (daily)
- Clean glass windows and doors inside and outside (monthly)
- Seal floor (monthly)
- Apply floor finish/buff/polish to non-slippery (monthly)
- Dispose garbage/wastes (daily)

c. Toilet /Rest rooms:

- Clean sweep restroom floors (daily)
- Clean and disinfect toilets, urinals, basins, portions, wall and floor tiling and toilet fixtures (daily)
- Empty waste receptacles (daily)
- Damp mop rest room floor (daily)
- Refill soap, towel, and tissue dispensers (daily)
- Clean mirrors, dispensers, and fixtures (daily)
- Spray air freshener in toilet rooms (twice a day)
- Report malfunctioning to the Facilities Assistant for maintenance as and when occurred.

d. Vehicles (4 Vehicles):

- Wash/clean external body, tyres, window, etc. (daily)
- Dust/clean carpet & seats (daily)
- Deep wet-shampoo or dry clean car seats (twice a year)

e. Plants

- Water/maintain the plants (daily);
- Apply the necessary chemicals as and when needed.

2. The Contractor shall be entirely familiar with the premises to be cleaned, consistent in the execution of its tasks, know all the conditions of work and take into account their importance and peculiarities.

Furthermore, the contractor shall:

- i) Designate a Project Manager to serve as the contractor's representative on all matters relating to this contract;
- ii) Agree to respect all orders, policies and procedures issued by the Bank in the execution of the specific tasks;
- iii) Agree to conform to the changes which may occur daily only upon receipt of orders from the Bank's representative;
- iv) Agree to perform all additional tasks deemed fit under the contract, only upon receipt of a written request by the Bank's representative. The request shall be made well in advance to avoid any delays in the cleaning.

3. The contractor shall ensure that the garbage/waste be disposed in appropriate manners and in bags of adequate quality, so that their handling and collection be done in acceptable hygienic conditions. The collection of garbage is at the contractor's expense.

A.4.3 Other specification of cleaning and janitorial services

1. On several occasions (during events within the premises, conferences, movement of assets, relocation, etc.) the contractor may be required to supply cleaning services on time. These services may include simple dust cleaning, washing of the surfaces or disinfestations of sanitary items.
2. The contractor shall also take into account in its offer the cleaning of the areas, and incidents that may occur in these areas such as the cleaning of spilt coffee, water, etc.
3. The quality of all or part of the cleaning may not satisfy the Bank, despite all official warnings ; in such a case, the Bank may seek another company's services at the expenses of the contractor.

4. Furthermore, the costs incurred for the repair of all or part of the premises for causes attributable to the contractor, such as the breaking of objects and damages to assets and materials due to negligence on the part of its personnel shall entirely be borne by the Contractor.

A.4.4 Access to Bank's office premises

The contractor shall respect the conditions of access to the office premises of the Bank, whatever these conditions may be. These conditions shall be described to the contractor during its visit to the site. The Bank shall supply badges or other access cards to the personnel as per the list of the contractor. The personnel shall present their access badges to the security officers of the Bank/Building. The fraudulent use of these badges shall constitute a gross misconduct and shall be sanctioned. In case of loss of badges, the contractor shall reimburse the Bank the costs of printing new badges or access cards.

A.4.5 Adequacy of cleaning and janitorial materials and products

The contractor shall be required to provide and use its own cleaning equipment and supplies for all types of cleaning activities under this contract. In this regard, it is requested to state below the types and numbers/quantities of equipment and supplies to be used as required in this contract. The cleaning materials and the various tools shall be of professional type. They shall include vacuum cleaners, appliances for shampooing carpets, etc. The hygienic materials and products to be furnished shall be of best quality and shall have very weak impact on the environment.

A.4.6 Work plan

1. The contractor shall provide the Bank with a working plan and shall follow the plan for the daily, weekly quarterly and twice a year services. Any changes to this plan, shall be approved by the Bank in advance.
3. This working plan shall clearly show a detailed program of the services to be executed such as washing of the floors, cleaning of window sills, etc. The cleaning activities shall be executed within the hours mentioned in item no 6 below.
4. The contractor agrees to adapt its working hours to the needs of the Bank's by communicating where necessary new working plans. No complaint shall be made should a modification of working hours of the Bank's personnel occur whatever the nature or the frequency may be.
5. The contractor may propose to perform certain tasks on sundays or holidays but it shall be confirmed by the Representative of the Bank without the Bank incurring additional expenses.
6. The working hours are as follows :
 - Daily services
 - Monday to Friday: from 06:30 to 12:30 (Mornings);
 - Monday to Friday: from 14:00 to 18:00 (Afternoons);
 - Saturday : from 07:00 to 12:00
 - Weekly services
 - Saturday and Sunday
 - Permanently for the cleaning of offices with confidential nature
 - Monday to Friday
 - from 07:00 to 12h00
 - from 14:00 to 19:00
 - Other services (monthly, quarterly, twice a year)
 - As per program submitted by the contractor and approved by the Bank

7. The working hours may be modified in accordance with the needs of the Bank.

A.4.7 Increase or decrease in the volume of services

1. The Bank shall have the right, in cases of technical, administrative or financial difficulties to increase or decrease the volume of the services up to 15% of the amount subscribed, without any impact on the price.
2. For increase or decrease, the applicable price shall be the estimate submitted and approved. No complaints shall be made after signature and approval of contract.
3. The unanticipated but executed works without any orders or contrary to the orders of the Bank may be unacceptable and their costs may be borne by the contractor.

A.4.8 Facilities granted by the Bank

For the execution of the present contract, the Bank will give the contractor space for storing cleaning materials and products. The use of the said space shall be in conformity with the security rules in force at the Bank. The contractor shall be responsible for any damage resulting from non-respecting these rules.

A.4.9 Technical Reference Documents

The services shall be executed in conformity with the rules in force at the execution date.

A.5 TECHNICAL SPECIFICATIONS OF THE MATERIALS

1. The materials, products, accessories and appliances proposed by the contractor for the present contract shall conform to the norms in force, be approved by the concerned authorities, and be able to satisfy the demands of the Bank. The contractor shall furnish the technical specifications of the hygienic equipment of the rest rooms. The products and equipment mentioned above shall conform to the norms of international hygiene. The contractor shall be able to furnish justifications and information on the materials' origins (cleaning products) furniture, in the form of invoices, certificates or any other documents.
2. Quality control tests for the materials and products furnished may be made by the Bank or any other specialist appointed by the Bank to check whether these materials are in conformity with the norms. The approvals granted to these materials and products shall not prejudice the quality of the services rendered. If the materials and products do not conform to the norms, the contractor shall remedy within a specific deadline. In such a case, the expenses incurred for these tests shall be transmitted to the contractor without prejudice to any other actions of the Bank.
4. Before the beginning of the services, the contractor may be requested to supply samples of products or materials it will use for the execution of its services, for the Bank's approval. Once accepted, these models and samples shall be listed out and kept by the Bank for future reference during technical supervision of cleaning and janitorial services.
5. In any event, the replacement of accessories, material or product shall be agreed upon in writing before any order takes place.
6. The Bank shall be the only judge of the equivalence of two products or materials. Where there are disagreements, the contractor shall be responsible to provide the materials corresponding to the references on the list, prices being quoted based upon the specifications.

A.6 CONTROL & FOLLOW-UP OF SERVICES

A.6.1 Quality and control of furniture, accessories and services

1. Quality control shall be effected daily by the authorized personnel of the contractor. He/she shall present a detailed report to the Bank, of any event which has occurred or may occur in the execution of the contract.
2. Repair of degradations and damage
In cases of degradations or damages to Bank property due to wrong execution of services or inappropriate use of materials, products, accessories and appliances, the contractor shall, at its

own expenses, re-perform the services, repair and restore the damaged property. It is the contractor's responsibility to acquire the necessary expertise for the satisfactory performance of its services.

3. Meetings

A weekly meeting shall take place between the contractor and the Bank to discuss about contract administration. The contractor shall be represented by skilled personnel who shall make the necessary decisions in a timely manner, during its weekly as well as any other meetings as requested by the Bank.

4. Service follow-up

The contractor shall have on site :

- Daily and weekly service sheets ;
- Monthly service sheets ;
- Quarterly service sheets ;
- Service sheets twice a year.

These sheets shall contain executed services and problems encountered at the technical and administrative levels as well as on the delivery of services within the specified deadlines. Particular attention shall be made to toilets.

A.6.2 Handing over

Following each cleaning and janitorial activity, the contractor shall :

- Relieve the areas from all materials and products ;
- Repair, at its own costs, all damages which may have arose during the performance of its services.

A.7 CONSTITUTIVE DOCUMENTS OF THE PROPOSAL

All documents shall be submitted in English. Where the original documents are not available in english, the contractor shall attach a certified translation of the said document.

A.7.1 Technical proposal

The technical proposal shall include information on the experience of the contractor in the field of cleaning and janitorial services, show the work plan it expects to implement on the site as well as in its own offices.

The contractor shall furnish, in addition to the specified information in the letter of invitation, the following information :

- An explanatory note of the work plan to be implemented for the performance of the services on the site and at the level of the contractor's administrative structures,
- A list of the materials & products to be used,
- The curriculum vitae of the site chief and the head of the team highlighting their qualifications and experiences (at least 5 years experience in in this capacity similar institutions)

A.7.2 Financial Proposal

The financial proposal shall include :

- A price quotation for the services in Rwandan FRW;
- The contract proposal completed and initialed (but not signed) by authorized person(s).

African Development Bank



Rwanda Field Office
Fax Number: + (250) 504298

Date: March 31, 2014

Contents of the Proposal

All submissions must be written in English or in French.

1. Technical Proposal (Technical Envelope)

In respect of article 9 above, the bidder must submit the following documents:

- A statement of conformity (using format as described in **Appendix A**)
- Audited financial statements for the past 3 years
- project plan for the management of the contract
- a description of his relevant experience on this particular field, supported with an example of similar services provided
- qualifications and level of competency of each key staff to be assigned to the execution of the contract (use format as described in **Appendix C**)

2. Financial Proposal (Financial envelope)

The financial proposal will include:

- a bid submission form, fully completed and signed (using format as described in **Appendix B**)
- a general table summarizing pricing
- The overall quotation (free and clear of all taxes).

(To be included in the Technical Proposal)

A statement of conformity

To the African Development Bank
P.O. Box: 7329
Kigali, Rwanda

Dear Sir,

Having examined the Request for Proposals documents (RFP N° ADB/RFP/RWFO/2014/0037), we, the undersigned, offer to provide the Bank, with [the services], in conformity with the Request for Proposals mentioned above, in the amount indicated in the Price Schedule form included in our Financial Proposal.

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

We agree to abide by this proposal for a period of sixty (60) days from the date of the submission of the proposals in the Request for Proposals, and it shall remain binding on us and may be accepted by the Bank at any time before the expiration of that period.

Dated

Signature

In the capacity of

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

(To be included in the Financial Proposal)

Bid submission Form

To the African Development Bank
POBox 7329
Kigali, Rwanda

Dear Sir,

Having examined the Request for Proposals N° ADB/RFP/RWFO/2014/0037, the receipt of which is hereby acknowledged, we the undersigned, offer to provide the requested services in full conformity with the said Request for Proposals in the total amount (free and clear of all taxes) of *[amount in words]*, *[amount in figures]*.

We agree to abide by this proposal, for a period of sixty (60) days from the proposal submission date as stipulated in the Request for Proposals, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

Dated:

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

[Signature]

In the capacity of

[Position]

Appendix C

Format of Curriculum Vitae (CV) For Proposed Key Staff

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm:

Nationality:

Membership in Professional Societies:

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 ten 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 biodata correctly describe myself, my qualifications and my experience.

Signature of or authorized officer from the bidding firm

Date:

Day/Month/Year

African Development Bank Group



Evaluation Criteria and Special Instructions

A two-stage procedure shall be adopted in evaluating the proposals. The technical evaluation shall be carried at first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score.

Each responsive proposal shall be attributed points as specified below. Firms scoring less than 70 points shall be rejected and their financial proposal returned unopened.

1. Technical Evaluation:

- | | |
|---|-------|
| (a) Capacity and Capability of the Bidders.
(at least 5 years experience in similar institutions and capacity) | 30% - |
| (b) Technical Compliance to the RFP. | 50% - |
| (c) Qualification and quality of the proposed personnel. | 20% |

2. Financial Evaluation:

The financial proposals shall be determined complete and without computational errors. The lowest financial proposal (F_i) shall be given a financial score of (F_s) 100 points. The financial scores shall be computed as follows:

$$F_s = \frac{F_i}{F \text{ (amount of financial proposal)}}$$

Final Ranking

Proposals shall finally be ranked according to their combined technical and financial scores using the weights indicated below.

Financial = 40%
Technical = 60%

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

1.0 Constitution of Contract

- 1.1 The submission of any bid shall constitute acceptance of the African Development Bank General Terms and Conditions for the Purchase of Works and Services, except to the extent they may be modified by special conditions attached to the Contract or Purchase Order (PO). These General Terms and Conditions are then an integral part of the Contract or PO to which they are attached.
- 1.2 No additional or inconsistent provisions and no variations in or modifications of that Contract or PO made by the Contractor shall be binding unless agreed to in writing by the African Development Bank (hereinafter called the "Bank" or AfDB).

2.0 Performance of Contract

- 2.1 The Contractor agrees to provide the works or services (hereinafter called the "Services"), as the case may be, required hereunder in accordance with the requirements set forth in the Contract or PO documents. The Contractor undertakes to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the Contractor's industry, having due regard for the nature and purposes of the Bank as an international organization and to ensure that the employees assigned to perform any Services under the Contract or PO will conduct themselves in a manner consistent therewith. The Services will then be rendered in (1) an efficient, safe, courteous and businesslike manner; (2) in accordance with any specific instructions issued from time to time by the Bank's designated Project Manager; and (3) to the extent consistent with the above as economically as sound business judgment warrants. The Contractor shall provide the services of qualified personnel through all stages of this Contract/PO. The Contractor shall promptly replace any member of the Contractor's project team that the Bank considers unfit or otherwise unsatisfactory. The Contractor represents and warrants that it is in compliance with all the applicable laws of

any jurisdiction in which the Services shall be performed.

- 2.2 The Contractor shall not assign or transfer any of its obligations under the Contract/PO. It shall be solely responsible for the performance of the Contract/PO in every respect. The Contractor shall indicate the Contract/PO number on all correspondence which shall be addressed to the Bank, unless otherwise stated. The Contractor shall immediately report to the Bank in writing any problems encountered which may jeopardize the performance of the Contract/PO.
- 2.3 The Contractor shall be responsible for obtaining and renewing at its own cost and in due time such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Bank to perform the Contract/PO.

3.0 Conflict of interest

- 3.1 The remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor shall not accept for its benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any subcontractors, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 3.2 Contractor or the contractor's employees, subcontractors and subcontractor's employees shall, during the term of the Contract/PO strictly avoid carrying out any other assignments that may be in conflict with this assignment for the Bank.

4.0 Financial Liability, Immunities and Applicable Law

- 4.1 The financial liability of the Bank under this Contract/PO shall not exceed the total amount of the Contract/PO.
- 4.2 Nothing in the Contract/PO or relating thereto shall be construed as constituting a waiver of

the privileges or immunities of the African Development Bank.

- 4.3 This Contract/PO is subject to the laws of England, unless otherwise specified in a specific provision of the Contract/PO.

5.0 Insurance

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

6.0 Documents

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

7.0 Changes

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

invoice, and the payment will be made free and clear of these taxes and customs duties.

8.0 Payment and Claims

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

**Financial Control Department,
African Development Bank
15, Avenue de Ghana, angle des rues
Pierre de Coubertin et Hedi Nourira
BP 323, 1012 Tunis Belvedere
Tunisia**

Appropriate documentation should accompany all invoices.

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

9.0 Warranties

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

10.0 Safety

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

11.0 Suspension

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

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

12.0 Termination of Contract/PO

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

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

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

12.1.3 For convenience, without assigning any reason.

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

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

12.4 If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (iii) for convenience, the notice of such a termination

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

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

- "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the procurement process or in Contract/PO execution.

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

13.0 Period of performance and Liquidated Damages

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

13.2 If the Contractor fails to perform the Contract/PO or any part thereof within the specified period, the Bank may, without prejudice to any other remedy under the

Contract/PO, deduct from the Contract/PO price, as liquidated damages, a sum equal to 0.5% of the Contract/PO value for each week of delay until actual performance, up to a maximum of 5% of the Contract/PO value.

14.0 Liability

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

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

14.3 The Contractor undertakes to indemnify and hold the Bank and its agents and principals harmless against all claims, suits and losses that are due to personal injury (including death) or property damage to the extent caused, or alleged by a claimant to have been caused, connection with the performance of the Services under this Contract/PO, by (i) improper or defective work performed by the Contractor; (ii) improper or defective machinery, materials, supplies, implements, equipment or appliances provided, installed or used by the Contractor; and (iii) negligent or wrongful acts or omissions of the Contractor.

15.0 Intellectual Property and Confidentiality

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

15.2 The Contractor shall not, while performing the Contract/PO or at any time thereafter, use, or disclose in any manner prejudicial to or incompatible with the interests of the Bank any information of a restricted or confidential nature that may come to its knowledge in connection with the

performance of this Contract/PO. The Contractor shall not use the Bank's name or emblem without prior written authorization.

16.0 Dispute Settlement

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

16.2 If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or difference, either party may require that such dispute be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

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

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

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

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

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

17.0 Governing law

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

18.0 Force Majeure

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

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

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

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

19.0 Severability

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

20.0 Copyrights, database and design rights

20.1 The deliverable report(s) and other creative work of the Contractor called for by this Contract/PO, including all written, graphic, audio, visual and other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media, (the "Deliverable Work") is being specially commissioned as work made for hire in accordance with the applicable copyright, data protection and design laws of the country governing the Contract/PO originated. The Bank is the proprietor of the Deliverable Work from the time of its creation and owns all right, title and interest therein throughout the world including, without limitation, copyrights and all related rights. To the extent that it is determined that the Deliverable Work does

not qualify as a work made for hire within the meaning of the applicable copyright, data protection and design laws of the country governing the Contract/PO, then the Contractor hereby irrevocably transfers and assigns to the Bank all of its right, title and interest, throughout the world and in perpetuity, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by the Contractor or any other person or entity.

African Development Bank Group



Rwanda Field Office
Fax Number: 250504298

Date: March 31, 2014

List of Member Countries of the Bank:

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

**SERVICE CONTRACT
ADB/RFP/RWFO/2014/0037**

FOR JANITORIAL SERVICES

BETWEEN

**THE AFRICAN DEVELOPMENT BANK
Rwanda Field Office**

AND

**(
CONTRACTOR
)**

SERVICE CONTRACT

This Contract (hereinafter called the "Contract") is entered into this first day of August 2014 by and between the Rwanda Field Office (RWFO) of the African Development Bank, a multilateral finance institution having its headquarters at Abidjan, Côte d'Ivoire and temporarily relocated to Tunis, Tunisia (hereinafter called the "Bank"), of the one part, and Contractor, Bethlehem Cleaning Services, whose address is: Africa Avenue (Bole Road), P.O.Box: _____, Kigali, Rwanda, (hereinafter called the "Contractor"), of the second part.

WITNESSETH THAT:

WHEREAS the Bank has determined the need to procure the services of the Contractor to provide janitorial services for RWFO's offices as specified in TOR of this contract (the "Services"), as such is more fully described, or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

WHEREAS the Contractor is desirous of performing the Services and has undertaken to do so with due skill and diligence;

NOW THEREFORE, the parties hereto hereby agree as follows:

DEFINITIONS:

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

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

(ii) "Subcontractor" means any legal firm named in this Contract as subcontractor for a part of the Services or any legal firm to whom a part of the Services has been subcontracted with the consent of the Bank and the legal successors in title to such firm, but not any assignee of any such firm.

(iii) "Contract" means this Contract, including the Terms of Reference (TOR), the Contractor's Proposal and such further documents as may be expressly incorporated in this Contract by the Parties.

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

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

(vi) "Services" means all the services to be performed in accordance with this

Contract, as set out in the Terms of Reference (TOR) and in the Contractor's Proposal.

(vii) "Contract Price" means the amount stated in paragraph 6.1 of the Contract as payable by the Bank to the Contractor for the full and proper performance and provision of the Services in accordance with this Contract.

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

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

ARTICLE 1

1.1 SCOPE OF SERVICES

a) The services to be performed by the Contractor under this contract (hereinafter called "the Services" are described in the Terms of Reference (TOR), hereto as to the present contract. The Terms of reference shall form an integral part of this contract.

b) The Bank shall be entitled to make amendments to the Terms of Reference, by so doing, changing substantially the essential nature or purpose or scope of the Services. If, as a consequence thereof, the scope of the Services is significantly changed upward or downward (as determined and agreed for by the parties after consultation which shall not impede the original contract schedule) the Contract Amount shall be adjusted upward or downward and the period shall be revised.

c) The Contractor shall, in accordance with the Terms of Reference, carry out such duties and perform such functions as deemed necessary or considered desirable by the Bank.

1.2 ENTIRE AGREEMENT

This Contract and all of its Appendices, which form an integral part hereof, contain the entire agreement between the Bank and the Contractor in connection with the Services and supersedes all prior agreements, written or oral with respect thereto.

ARTICLE 2

COMMENCEMENT OF SERVICES AND CONTRACT TERM AND EXTENSION OPTION

2.1 COMMENCEMENT OF SERVICES

This Contract shall become effective upon execution by the parties hereto. The Janitorial Service shall commence the Services no later than the first day of September 2011, (the "Commencement Date") and shall carry out the Services in a manner most suited to the requirements of this Contract.

2.2 CONTRACT TERM AND EXTENSION OPTION

2.2.1. The duration of this Contract is one (1) year, with effect on the first day of September 2011. In accordance with TOR, this contract may be extended for one or more period (s) of all or part of one (1) year with the aggregate time period of the original contract plus all combined extensions not to exceed three (3) years.

2.2.2. In the event that a contractor is not selected prior to the contract expiration date or by termination by the Bank, it shall be incumbent upon the Janitorial Service to continue the service under the same terms and conditions until new services can be completely operational. At no time shall this service extend more than ninety (90) days beyond the original expiration date of the base contract term or any extension thereof.

ARTICLE 3

PROVISION CONCERNING THE CONTRACTOR

3.1 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the Bank that: (i) the execution and delivery 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 its obligations hereunder; and (ii) the Contractor possesses all required licenses, and permits in respect of, or otherwise possesses good and valid title to, all the intellectual and other property necessary for the performance of its obligations hereunder. The foregoing representations and warranties of the contractor shall survive the termination of this Assignment.

3.2 STANDARDS OF CONDUCT AND PERFORMANCE

3.2.1 The Contractor shall carry out the Services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Bank. The contractor shall respect and abide by all applicable laws and regulations of Ethiopia in the performance of its obligations hereunder.

3.3 BANK INSTRUCTIONS

The contractor shall, in carrying out the Services, accept, act upon and comply with such directions as may be issued by the Bank from time to time concerning the Services.

3.4 REPORTING OBLIGATIONS

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.

3.5 DESIGNATION OF PERSONNEL

The Contractor shall provide the professional experts necessary to carry out the Services and shall identify such experts to the Bank at the initiation of the Services. The contractor hereby designates Ms/Mr. _____ to lead the performance of the Services hereunder. Ms/Mr _____ shall act as the principal liaison between the Contractor and the Bank.

3.6 OTHER EMPLOYEES/EXPERTS

The contractor after consultation with the Bank may assign other experts or employees of the contractor's as may be appropriate to ensure the efficient performance of the Services.

3.7 CONFLICT OF INTERESTS

Except as otherwise agreed to by the Bank during the term of this Contract and after its termination, 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 (other than in respect of the Services) in respect of any service related to or resulting from the Services. The contractor also agrees to excuse or else disqualify itself from any business or other arrangement which conflicts with the contractor's performance hereunder.

3.8 PUBLIC ANNOUNCEMENTS

At all times, the contractor and any of its experts shall act with appropriate propriety and discretion and, in particular, shall refrain from making any public statements concerning the Services or publishing any reports required hereunder without the prior written approval of the Bank.

3.9 MAINTENANCE OF RECORDS

The contractor shall during the term of this Contract and for one fiscal year after the discharge of this Contract, keep and maintain accurate and complete records and accounts in respect of expenditures incurred under this Contract in such form and detail as shall be satisfactory to the Bank, for the purposes of making payments or

settlements of accounts under this Contract and shall permit the duly authorized representatives of the Bank from time to time to inspect such records and accounts as well as make copies thereof.

3.10 INTELLECTUAL PROPERTY RIGHTS

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 Janitorial Service.

3.11 LIABILITY

The contractor shall, at no cost to the Bank, provide such services as may be required to remedy any defect arising out of or based on the performance or non-performance of the contractor in carrying out the terms of this Contract.

3.12 INSURANCE

The contractor agrees to and shall maintain adequate liability insurance against loss or damage to equipment owned, or purchased with funds provided, by the Bank and insurance against claims by third parties resulting from the actions or omissions of the Contractor or its personnel in connection with the Services. The Contractor agrees to indemnify and hold harmless the Bank, its employees, and its agents for any and all claims or causes against the same that may arise from the Contractor's performance of the contract.

3.13 DELAYS IN THE DELIVERIES

The Services shall be performed by the contractor in accordance with the time schedule specified by the Bank in the TOR.

An unexcused delay by the contractor in the performance of its delivery obligations shall render the contractor liable to any or all of the following sanctions: imposition of liquidated damages, and/or termination of this Contract for default.

If at any time during performance of this Contract, the contractor should encounter conditions impeding timely delivery of the services, the contractor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the Bank shall evaluate the situation and may at its sole discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of this Contract.

3.14 LIQUIDATED DAMAGES

Subject to Article 9, if the contractor fails to carry out the Services within the time period(s) specified in this Contract, the Bank shall, without prejudice to its other remedies under this Contract, deduct from the fixed price element of the Contract Price (as defined below), as liquidated damages, a sum equivalent to 2% for each

week of delay until actual delivery or performance, up to a maximum deduction of 10% of the total value of the Services. Once the maximum deduction is reached, the Bank may consider terminating this Contract.

ARTICLE 4

PROVISIONS CONCERNING THE BANK

4.1 CONTRIBUTIONS BY THE BANK

- i) The Bank shall furnish without charge and within a reasonable time following a request from the contractor, all pertinent data and information available and shall give such assistance as shall reasonably be required by the Janitorial Service in carrying out the contractor's duties under this Contract.
- ii) In the event that the Contractor is delayed in obtaining the information, equipment or facilities described herein as a result of the action or inaction of the Bank, the contractor shall notify the Bank of such delay and shall be entitled to an appropriate time extension for completion of the Services.
- iii) If the required information, equipment or facilities are not forthcoming, the Bank and the Contractor shall agree on how the affected part of the Services shall be carried out upon a revised schedule.
- iv) **BANK REPRESENTATIVE**

The Bank shall appoint a representative who shall act as the principal liaison between the Bank and the Contractor in all communications with the Contractor in respect of this Contract.

ARTICLE 5

RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION OF THE BANK

- 5.1 Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Bank, on the one part, and the Contractor and any of its experts, on the other part, other than that of independent contractor. Accordingly, the Contractor hereby agrees that the Bank shall accept no liability in Contract nor any responsibility for the acts, omissions, errors or negligence of the Contractor, its servants, agents, independent contractors or other persons deriving authority from its (collectively, the "Contractor's Associates"); and the Contractor hereby agrees to indemnify, defend and hold harmless the Bank (including its officers and employees) from and against all losses, liabilities, damages, deficiencies, judgments, fines, costs or expenses (including interest, penalties and fees) (collectively, "Losses") based upon, arising out of or otherwise in respect of any act, omission, error, or negligence of the Contractor or any of the Contractor's Associates.

- 5.2 Notwithstanding the foregoing, and except for liability for personal injury or death or for damage to property caused by the negligence or wilful misconduct of the Contractor or its employees, the total liability of either party for pecuniary loss arising out of this Contract shall be limited to the fee paid by the Bank, plus reasonable attorneys fees.

ARTICLE 6

PAYMENT FOR THE SERVICES

6.1 ESTIMATED CONTRACT AMOUNT OF PAYMENT (RWF)

6.1.1. This is a Fixed-Price Contract. The total estimated cost the Bank will pay the Contractor in full compensation for all services rendered and for all costs and expenses whatsoever incurred in carrying out the Services and performing this Contract a sum not to exceed (RWF) (RWF IN WORDS) per annum (the "Contract Price") as further set forth in detail in hereto for the first year.

6.2 ADDITIONAL SERVICES

For Additional Services the Contractor shall be compensated for all fees and expenses for services including but not limited to labour costs and reimbursable costs for Contractor's employees and Contractor's sub-contractor in the interest of the Services based on a mutually agreed negotiated amount based on the rates specified.

6.3 EXCLUSION OF ESCALATION OF PRICES

The prices set forth in the Contractor's Proposal are fixed and firm and not subject to price escalation.

6.4 SETTLEMENT OF CONTRACT AMOUNT

Settlement of the Contract Price shall be made monthly in equal instalments. Cheques shall be issued to the "Contractor" upon submission to and acceptance by the Bank of accurate and complete invoices.

ARTICLE 7

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

7.1 CONFIDENTIALITY

The Contractor shall not at any time communicate to any unauthorized person or

entity any confidential information disclosed to the Contractor for the purpose of the Services or discovered by the Contractor in the course of the Services. Nor shall the Contractor publish or cause or permit to be published, without the express authorization of the Bank, any conclusions or recommendations or any part thereof formulated in the course of or as a result of the Services.

7.2 OWNERSHIP OF DOCUMENTS

All documents, reports and data provided to, or compiled or prepared by, the Contractor in the course of carrying out the Services, if any, shall be the property of the Bank. Such materials shall be sorted and indexed by the Contractor prior to delivery to the Bank. The Contractor may retain copies thereof, provided, however, that such materials shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the Bank.

7.3 SURVIVAL

The provisions of this Article 7 shall survive termination of this Contract.

ARTICLE 8

ASSIGNMENT AND SUB-CONTRACTING

8.1 ASSIGNMENT

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

8.2 SUB-CONTRACTING

The Contractor shall notify the Bank in writing of all sub-contracts awarded hereunder if not previously specified in its bid. Notwithstanding such prior notification, the Contractor hereby guarantees the full compliance of any of its sub-contractors with the terms of this Contract and the prompt performance thereof in respect of sub-contracted parts of the Services.

8.3 NO PREJUDICE

Notwithstanding the approval by the Bank of (i) the assignment by the Contractor, in whole or in part, of this Contract; or (ii) the subcontracting of this Contract to a third party by the Contractor, such approval in each such case shall be without prejudice to the Contractor's obligations and liabilities hereunder.

ARTICLE 9

FORCE MAJEURE

9.1 EXTENSION OF PERFORMANCE PERIOD

If either of the parties to this Contract is prevented from performing any of its obligations under the Contract by events of "force majeure", such as war, fire, flood, earthquake, or any other event beyond the reasonable control of such party (the "Affected Party"), the time period of performance of such obligations shall be extended by a period equal to the period of delay caused by such event.

9.2 NOTIFICATION

The affected party shall promptly notify the other party by telex, cable or facsimile of the occurrence of such force majeure and, within fourteen (14) days thereafter, send by registered airmail to the other party a written statement confirming the nature and length of the delay in respect thereof.

9.3 OBLIGATION TO NEGOTIATE

Should the effect of such "force majeure" continue for more than one hundred and twenty (120) consecutive days, both parties shall conduct friendly negotiations as soon as possible to find a mutually satisfactory solution to the problems caused by such delay.

9.4 OPTION TO TERMINATE

In the event of "force majeure" which delays performance of the Contract or any part thereof by more than thirty (30) days after the one hundred and twenty (120) days period referred to in Section 9.3 above, either party shall have the right to terminate this Contract.

ARTICLE 10

SUSPENSION AND TERMINATION OF CONTRACT

10.1 SUSPENSION

Each party hereto may, by written notice to the other party, suspend the whole or any part of this Contract, upon the occurrence of any of the following events, which event shall not have been remedied five (5) days following the receipt of such notice:

The other party shall have failed to carry out any of its obligations hereunder; or Any other condition shall have arisen which, in the reasonable opinion of the party giving notice of suspension, interferes, or threatens to interfere, with the successful performance of this Contract; provided, however, that the party giving notice of suspension hereunder, shall not, in such event, have been the cause of such interference or threat of interference.

10.2 BANK'S TERMINATION FOR CAUSE

The Bank may terminate this Contract for cause which, for the purposes of this Article 10 is defined as (i) the Bank's suspension of the Contract pursuant to Section 10.1 above and such suspension having continued for a period of thirty (30) days; (ii) the Contractor's failure to properly carry out the Services or maintain schedules, disregard of notices or requests of the Bank; or (iii) the Contractor's material breach of any part of this Contract. Upon the occurrence of any of the foregoing events the Bank shall give the Janitorial Service termination notice of not less than fifteen (15) days.

10.3 BANK'S TERMINATION NOT FOR CAUSE OR CONVENIENCE

The Bank may, at its option, terminate this Contract when it is in the interest of or convenient for the Bank to do so, provided that the Contractor shall in such event be given notice of not less than fifteen (15) days of such termination.

10.4 JANITORIAL SERVICE'S TERMINATION FOR CAUSE

The Contractor may terminate this Contract for cause which, for the purposes of this Article 10 is defined as (i) the Contractor's suspension of the Contract pursuant to Section 10.1 above and such suspension having continued for a period of thirty (30) days; or (ii) improper non-payment by the Bank in respect of which there exists a period of not less than sixty (60) days in which the Bank has not paid any amounts due and payable to the Contractor under this Contract and about which no dispute has arisen.

10.5 LIABILITY FOR PAYMENT

Subject to any claim the Bank may have against the Contractor, if this Contract is terminated under this Article, the Bank shall be liable only for payment, in accordance with the payment provisions of this Contract, for the services actually delivered prior to the effective date of termination and for amounts about which no dispute exists.

10.6 TERMINATION PROCEDURES

- (i) Upon termination of this Contract, the Contractor shall take immediate steps to terminate the Services in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum.
- (ii) Upon termination of this Contract (unless such termination shall have been occasioned by the failure of the Contractor), the Contractor shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination and for reasonable costs incidental to the orderly termination of the Services, but shall not, subject to Section 10.5 thereof, be entitled to receive any other payment in respect of such termination.
- (iii) In the event the contract is terminated either by contract expiration or by

termination by the Bank, it shall be incumbent upon the contractor to continue the service, if requested by the Bank, until new contract is awarded. At no time shall transitional services extend more than ninety (90) days beyond the expiration date of the existing contract. The contract will be paid for services at the current contract rate.

ARTICLE 11

DISPUTES AND IMMUNITY

11.1 SETTLEMENT OF DISPUTES

Any dispute arising out of or in connection with this Contract shall be settled amicably, through negotiation, failing which the matter may be submitted to arbitration ninety (90) days after the commencement of informal negotiations. In such event, each party hereto shall appoint an arbitrator and the two arbitrators so appointed shall appoint a third arbitrator. The arbitration shall be held in Addis Ababa, Ethiopia at a place mutually selected and agreed by the three arbitrators and shall be conducted in the English language. In such case, the parties to this Contract agree that the dispute shall otherwise be settled in accordance with the UNCITRAL Arbitration Rules then in force.

11.2 THE BANK'S IMMUNITIES

Nothing in this Contract shall be construed as a waiver of the privileges and immunities provided to the Bank under the Agreement establishing the African Development Bank or other applicable law or treaty.

ARTICLE 12

MODIFICATION OR AMENDMENT

12.1 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 13

CHANNEL OF COMMUNICATIONS AND NOTICES AND ADMINISTRATION

13.1 All communications, notifications or documentary submissions, notices, demands and requests required or permitted to be given or made shall in the case of the Bank be addressed or made to the Resident Representative of RWFO, or such other officer duly authorized by him to receive or act upon the same.

13.2 Any such communication, notification, submission, notice, demand or request of technical nature shall be deemed to have been duly given or made to the party to which it is addressed when it shall have been delivered by hand, mail, cable, telex or facsimile at the following address, or such other address as any of the parties may

have notified to the other party:

**FOR THE BANK:
Mail Address:**

The African Development Bank
Rwanda Field Office
P.O.Box:7329
Kigali
Rwanda
Tel: 252504250
Fax: 250504298
E-mail: rwfo@afdb.org

- 13.3 Any other administrative or management requests, communication, notification, submission, notice, demand or request of non- technical nature shall be deemed to have been duly given or made to the party to which it is addressed when it shall have been delivered by hand, mail, cable, telex or facsimile at the following address, or such other address as any of the parties may have notified to the other party:

The African Development Bank

**FOR THE Contractor:
Mail Address:**

P.O.Box: _____
Kigali, Rwanda

ARTICLE 14

GOVERNING LAW

This Contract shall be governed by, and construed in all respects in accordance with, the laws of Rwanda.

ARTICLE 15

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit to each of the parties thereto and their respective successors and assigns, and nothing herein is intended to give any other person any right, remedy or claim under, to or in respect of this Contract.

ARTICLE 16

CORRUPTION

The Contractor states that no employee of the Bank involved in the attribution of this Contract, has received, or will receive, directly or indirectly, any kind of benefit or advantage from the Contractor or its affiliates, resulting from the award of the Contract or its implementation.

ARTICLE 17

ORDER OF PREEDENCE

17.1 In the event of any inconsistency between the terms and conditions of this contract the following order of precedence will take place.

- Article 1 through 17
- The TOR

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names in three original counterparts in English on the date first above written.

FOR THE AFRICAN
DEVELOPMENT BANK

FOR THE CONTRACTOR

MAKONNEN NEGATU
Resident Representative

General Manager

Witnesses:

Edson Kirenga
Administrative Assistant