

# AFRICAN DEVELOPMENT BANK GROUP

## TEMPORARY RELOCATION AGENCY



**Egypt Field Office**  
**Fax Number: +(202) 22 56 37 92**

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### NATIONAL COMPETITIVE BIDDING

#### REQUEST FOR PROPOSALS OF COFFEE/TEA, JANITORIAL & CLEANING SERVICES FOR THE AFRICAN DEVELOPMENT BANK - EGYPT FIELD (EGFO)

**ADB/NCB/EGFO/2012/0080**

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Dear Sir/Madam,

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:

<b>Annex 1</b>	<b>:</b>	<b>Terms of Reference</b>
<b>Annex 2</b>	<b>:</b>	<b>General conditions to be fulfilled for submission of a proposal</b>
<b>Annex 3</b>	<b>:</b>	<b>Contents of the Proposal to be submitted + Appendix A, B, C, D, E et F</b>
<b>Annex 4</b>	<b>:</b>	<b>Evaluation Criteria</b>
<b>Annex 5</b>	<b>:</b>	<b>Sample contract</b>
<b>Annex 6</b>	<b>:</b>	<b>General Terms and Conditions for the purchase of Goods, Works and Services</b>
<b>Annex 7</b>	<b>:</b>	<b>List of Member Countries</b>
<b>Annex 8</b>	<b>:</b>	<b>Performance Evaluation Form</b>

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 7**.
4. Bidders are required to participate to a non-mandatory tour of the premises, during which they will acquaint themselves with the features of 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 Bank

premises on **24<sup>th</sup> April 2012** at **10h00**. 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.

5. 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 +202-22 56 37 92) or by electronic mail: [egfo@afdb.org](mailto:egfo@afdb.org) no later than **26 April 2012**. 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 to all in writing to all prospective requests for clarification or modification of the bidding documents that it receives before **26 April 2012**. 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.
6. Public opening of the technical bids will occur at **15h00**, Cairo local time on **Tuesday 15<sup>th</sup> May, 2012**.
7. 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.
8. Your proposal must be received on or before **14h30**, Cairo time on **Tuesday 15<sup>th</sup> May, 2012** by mail, courier or hand-delivery at the addresses given below:

**Postal Address:**

**African Development Bank (ADB)  
Egypt Field Office  
72b Al -Maahad El-Eshteraky St. (off Hegaz St)  
Roxy – Heliopolis  
Cairo / Egypt**

**Delivery Address:**

**African Development Bank (ADB)  
Egypt Field Office  
72b Al - Maahad El-Eshteraky St. (off Hegaz St)  
Roxy – Heliopolis  
Cairo / Egypt**

9. 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 five copies: the original proposal must carry the mention "original" and each of the five copies the mention "copy". The technical proposal (one original + five copies) and the financial proposal (one original + five 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:**

**African Development Bank (ADB)  
Egypt Field Office  
72b Al -Maahad El-Eshteraky St. (off Hegaz St)  
Roxy – Heliopolis  
Cairo / Egypt**

**REQUEST FOR PROPOSALS – DO NOT OPEN UNTIL ON BID  
OPENING DAY**

**Reference: Provision of Coffee/tea, janitorial and cleaning services -  
(ADB/NCB/EGFO/2012/0080)**

**RFP Closing Date and Time: Tuesday 15<sup>th</sup> May, 2012 – 14h30**

10. It is the sole responsibility of the bidders to ensure that the sealed envelope containing the proposal reaches the above address before the time and date indicated in paragraph 4 above. When delivered by hand, the proposals must be delivered at the above address during the Bank's working hours from 0800 hrs. to 1200 hrs. and from 1400 hrs. to 1800 hrs. Monday through Friday except for holidays observed by the 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.
11. Proposals must be submitted in the English or French language in **one original + three copies** (any attachments or appendices and annexes thereto must also be submitted in **one original + three copies**). Each Technical Proposal and Financial Proposal should be marked - **original** or - **copy** - as appropriate. **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.
12. It is mandatory for the bidders to submit the **Financial Proposal** by using the bid submission form, attached as **Appendix F** of this RFP, including a description of the proposed services. Any deviation from the requested requirements (see TOR on **Annex 1**) shall be highlighted and explained. Please note that the Bank will only consider those deviations that have an effect of improving the services requested.
13. The evaluation method of the proposal is described in detail in **Annex 4**. For this procurement, evaluation will be based on technical and financial proposals. Only bidders, whose technical proposal meet or exceed the minimum qualification points, will be considered for financial evaluation. Proposals that do not satisfy the pass/fail criteria or receive less than the minimum technical score indicated in **Annex 4** will be rejected and the bidders will be informed accordingly.
14. 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.

15. 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 an international freely convertible currency. 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.
16. 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.
17. Proposals should remain valid for a period of not less than ninety (90) days after the deadline date specified for submission.
18. The Bank will award the contract to the bidder(s) selected in accordance with the evaluation criteria given in **Annex 4**. The Bank reserves the right to award one or several contracts as a result of this RFP.
19. The Contract(s) shall be governed by the Terms of References (attached in **Annex 1** of this RFP), and the General Terms and Conditions (attached as **Annex 6** of this RFP). Any such contract(s) will require compliance with all factual statements and representations made in the proposal.
20. 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.
21. 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.
22. We look forward to receiving your proposal and thank you for your interest in the African Development Bank.

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Marc SORIA WILLIAMS  
Chief Procurement Officer  
Corporate Procurement Division

# AFRICAN DEVELOPMENT BANK GROUP TEMPORARY RELOCATION AGENCY



**Egypt Field Office**  
**Fax Number: +(202) 22 56 37 92**

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## DESCRIPTION OF SERVICES/TERMS OF REFERENCE

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### I. INTRODUCTION

- 1.1 The African Development Bank is a 'AAA' rated regional multilateral development finance institution, established in 1963, with a mandate to further the economic development and social progress of African countries, individually and collectively. 77 member countries including all the 53 African countries and 24 non-African countries in the Americas, Europe and Asia own the Bank.
- 1.2 The Bank was established on 4 August 1963, and began its operations from its headquarters, in Abidjan, Côte d'Ivoire on July 1, 1966. However, since 2003 it has been carrying out its operations from its Temporary Relocation Agency (TRA) in Tunis, Tunisia. For purposes of its operations the Bank also maintains field offices in certain of its RMCs (please see annex 6 for details of the Bank's offices).
- 1.3 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 RMCs; (ii) the provision of technical assistance for the preparation and execution of development projects and programs; and (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 which promote regional integration.

### II. SCOPE OF THE SERVICES

- 2.1 The African Development Bank (ADB), Egypt Field Office hereby invites eligible companies to submit their proposals for the provision of **Coffee/tea, janitorial and cleaning services at the ADB Egypt field office situated in 72b Al-Maahad El-Eshteraky St. – Roxy Heliopolis – Cairo/Egypt .**
- 2.2 The Contract shall consist in providing office boy, janitorial and cleaning services at the premises of the Bank (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.

- 2.3 The Bank intends to award a contract with the selected service provider for an initial period of 01 (one) year, renewable on annual basis upon satisfactory performance for a maximum of duration of 03 (three) years.

### **III. PRESENTATION OF THE PREMISES**

The premise identified is 640m2 at the fifth floor of the building situated in 72b Al-Maahad El-Eshteraky St. – Roxy Heliopolis – Cairo/EGYPT.

### **IV. GENERAL INDICATIONS**

#### **4.1 General Indications**

1. 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.
2. The Contractor shall verify and cross-check all documents constituting the Request for Proposal documents. 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.
3. The Contractor must meticulously comply with all the items of the cost schedule prepared by the Bank (**Appendix F**) and gear all its services toward complete fulfillment of its obligations.
4. Office boy is required for the following tasks: present coffee tea, manage photocopy of documents.

#### **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 Bidder's cleaning method(s), should such method(s) prove to be inefficient.
2. Where the Bidder is unable to comply with a contractual stipulation, it shall be required to notify the Bank of that impediment within a maximum period of 02 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 additional clauses or contract modifications.

### **V. DESCRIPTION OF SERVICES**

#### **5.1 General**

1. The tasks to be performed pertain to the provision of coffee/tea, housekeeping and cleaning services on the Bank's premises. The said services comprise labor, the supply of the necessary materials and chemical agents and all related aspects. These services must be performed in such a manner as to minimize nuisance, adverse effects including harmful effects on the environment.



2. 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.
3. In performing its services, the Bidder 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.
4. The Bidder 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.

## 5.2 Details of cleaning housekeeping services

1. The types of surfaces and materials to be maintained and cleaned by the Bidder is 640 m<sup>2</sup>, and in the cost statement attached hereto.

At the request of the Bank, the Bidder 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: 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 Bidder 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 Bidder shall:

- i) Appoint officers-in-charge to liaise with the Representatives of the Bank;
- ii) Undertake to comply with guidelines and instructions given by the Bank in implementing specific tasks;
- iii) Undertake to comply with any subsequent day-to-day changes, only as authorized by the Bank through a service order;
- iv) Undertake to act only upon written confirmation by the Bank 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 Bidder 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.

### **5.3 Other housekeeping and cleaning terms**

1. On various occasions (organization of events on the premises, occupation of conference rooms, shifting or rearrangement of furniture, relocation, etc.), the Bidder may be requested to provide specific cleaning services. Such services include simple dusting, damp mopping of surfaces or washing/scrubbing and disinfecting bathrooms.
2. The Bidder 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.
3. 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 Bidder.
4. Moreover, costs incurred for repair of all or part of the premises for causes that are attributable to the Bidder, 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 Bidder.
5. The Bidder 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.)

### **5.4 Access to Bank's premises**

The Bidder 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 Bidder during the site tour and in greater detail subsequently. The Bank shall provide badges or other passes to supervisory personnel, as listed by the Bidder. The said staff will be required to present their badges or passes to the Bank's security services and control access. Fraudulent use of access permits shall constitute gross misconduct which shall be sanctioned as such. In the event of loss of permits, the Bidder should reimburse to the Bank the cost of producing new badges or passes.

### **5.5 Appropriate housekeeping and cleaning equipment and chemical products**

The Bidder 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 shampooers, 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.



## 5.6 Performance schedule

1. The Bidder shall propose to the Bank and follow a daily, weekly, monthly, quarterly and half-yearly service performance schedule once approved by the Bank. Any, even occasional, changes must be subject to the Bank's prior approval.
2. The schedule should clearly contain a detailed program of services to be performed on a rotational basis, such as the cleaning/brushing and waxing of floor surfaces, inner window cleaning, etc.
3. Cleaning works should be executed within the timeslots provided in point 6 below.
4. The Bidder 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.
5. The Bidder may propose the execution of certain work on Sundays or holidays, subject to ratification by the EGFO Resident Representative or by his/her representative, and without the Bank incurring any additional charges.
6. Working hours shall be as follows:
  - *Daily services*
    - *Sunday through Thursday: from 16:00 hrs (evening) to 06:00 hrs (morning) or from 7:00 hrs (morning) to 18:00 hrs (evening), subject to agreement with the Bank.*
  - *Weekly services*
    - *Saturday*
  - Confidential on-duty office cleaning
    - Sunday through Thursday
      - from 7:00 hrs to 16:00 hrs
  - other services (monthly, quarterly and half-yearly)
    - *Depending on the schedule provided by the Bidder and approved by the Bank.*
7. Given the high frequency of use of the general washrooms, the Bidder shall schedule three (3) cleaning sessions at: **9:30 hrs, 11:30 hrs and 15:30 hrs**. These arrangements notwithstanding, the Bidder 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.
8. Changes may be made to work schedules, depending on the needs of the various units housed in the buildings of the Bank.

### Increase or decrease in service supply

1. 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 Bidder's risk and expense.

## **5.7 Technical Reference Documents**

The Bidder 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 Bidder'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.

## **VI. TECHNICAL SPECIFICATIONS OF EQUIPMENT**

1. The equipment, materials, products, accessories and appliances proposed by the Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder, notwithstanding any other remedy by the Bank.
4. Prior to the start of services, the Bidder 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 Bidder 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.

## **VII. CONTROL AND MONITORING OF SERVICES**

### **7.1 Quality and control of supplies, accessories and services**

#### **1. Quality control**

Quality control is conducted on a daily basis by the Bidder'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 Bidder shall be expected to avail itself of all information needed for the smooth performance of its services.

### 3. Meetings

A weekly meeting shall be held between the Bidder and the Bank for the purpose of assessing the execution of services. The Bidder 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 Bidder 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 Bidder'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. .

## 7.2 Restoring the state of premises

After each cleaning and maintenance session, the Bidder 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.

## AFRICAN DEVELOPMENT BANK GROUP TEMPORARY RELOCATION AGENCY



**Egypt Field Office**  
**Fax Number: +(202) 22 56 37 92**

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### TERMS AND CONDITIONS FOR SUBMISSION OF PROPOSAL

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#### Submission of Proposals:

Proposals concerning the requirements specified in this RFP must be submitted in ENGLISH. The offers must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP. Any offer that does not fully and comprehensively address this RFP may be rejected. However, unnecessarily detailed brochures and other submissions providing information beyond what is required to present complete and effective proposals are not encouraged.

#### Technical Specifications of Requirement:

Bidders must adhere strictly to all requirements of this RFP. No changes, substitutions or other modifications to the technical specifications indicated in this RFP will be accepted unless approved in writing by the African Development Bank.

#### Performance Bond (Not applicable)

Within four (4) days after the signing of the contract, the company shall, at its own cost, furnish the African Development Bank with a performance bond or an identical Bank-approved guarantee, for an amount equivalent to 5% of the total contract amount. The performance bond shall be valid for 3 weeks starting from the contract expiry date. The African Development Bank shall be entitled to demand the performance bond/guarantee from its initial written request, without having to prove the Contractor's liability, in accordance with the general terms and conditions set forth in annex B.

#### No commitment

This RFP shall not commit the African Development Bank to award a contract or to defray the costs incurred in preparation or submission of bids. In addition, the African Development Bank reserves the right to award only part of the lots.

#### Evaluation criteria

All proposals should be assessed in accordance with the evaluation criteria outlined in **Annex 4**.

#### Criteria for Evaluation

All proposals will be evaluated in accordance with the evaluation criteria specified in **Annex 4**.

### Payment Terms

The normal terms of payment of the African Development Bank are 30 days upon satisfactory delivery of goods or performance of services. Payment terms are not usually modified.

### Validity of Proposals

The proposals should remain valid and open for acceptance for a period of at least 90 days following the closing date indicated for receipt of bids under this RFP.

### Rejection of Proposals and Split Awards

The African Development Bank reserves the right to reject any and all proposals if they are, inter-alia:

- Received after the deadline stipulated in this RFP;
- Otherwise not responsive to this RFP.

### Withdrawal and Amendment of Proposals

Proposals may be amended or withdrawn by writing, prior to the deadline specified in the Request for Proposals. Beyond that deadline, proposals may neither be amended nor withdrawn. The Bank may withhold the performance bond in the case of withdrawal prior to contract award. In addition, the Bank reserves the right to keep the proposal for future shopping.

### Confidentiality

This Request for Proposal or any part thereof, and all copies of it must be returned to the African Development Bank upon request. It is understood that this Request for Proposals is confidential and proprietary to the ADB. It contains privileged information, part of which may be copyright protected, forwarded to, and received by bidders on condition that no part of this Request or any information related thereto shall be copied, disseminated or forwarded to third parties without the prior written consent of the ADB. Nevertheless, the bidder may show the document to prospective sub-contractors for the sole purpose of obtaining their proposals. Notwithstanding the other provisions of the Request for Proposals, bidders shall be bound by the content of this paragraph, irrespective of whether or not their company submits a proposal or responds to the current Request for Proposals in any manner whatsoever.

### Contract

The contract resulting from this Request for Proposals will be awarded based on the format attached as **Annex 5**.

# AFRICAN DEVELOPMENT BANK GROUP TEMPORARY RELOCATION AGENCY



**Egypt Field Office**  
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## CONTENTS OF THE PROPOSAL

All submissions must be written in English. The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder and the Bank shall be written in the English or French languages. Any printed literature furnished by the Bidder written in another language shall be accompanied by English translations of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translations shall govern. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

### 1. Technical Proposal (Technical Envelope)

- (a) In respect of article 9 of the Letter of Invitation, the bidder must submit the following documents:
  - A statement of conformity (using format as described in **Appendix A**)
  - Power of attorney, if applicable
- (b) Description of the company's organization (organization chart, number of staff, etc.)
- (c) Copy of the company's certificate of incorporation (or its equivalent)
- (d) Methodology (work plan) for the performance of services
- (e) 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, contract amount and service duration, using format in **Appendix C and D**
- (f) List of proposed equipment and work implements
- (g) **Qualification of Proposed personnel**, professional experience and educational qualifications for this project (use format as described in **Appendix E** for supervisory staff, Supervisors and shift superintendents).
  - ✓ Bidders should provide detailed information on the concerned person, attaching his/her curriculum vitae, setting out his/her's:
    - Suitability for the assignment;
    - Relevant skills and experience;



- Outline the precise role the lead person will play;
- (h) 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**)
  - (i) Evidence of Contractor's up-to-date payment of social security contributions (NSSF), issued no more than three (3) months to the bid submission date (**to be submitted in original English or translated into English**)
  - (j) Audited balance sheets or if not required by the law of the Bidder's country, other financial statements acceptable to the Bank, for the past three years ( 2011, 2010, and 2009) or the three latest reports
  - (k) Insurance certificate for professional liability of the bidder; and
  - (l) Confirmation of the acceptance of the General Conditions (**Annex 6**)

## **2. Financial proposal (Financial Envelope)**

The financial proposal shall comprise:

- A bid submission form, fully completed and signed (using format as described in **Appendix B**)
- The cost schedule stating the prices of services and the summary table using the format in **Appendix F**
- The proposed contract completed and initialed by person(s) duly authorized to commit the company or Group, though not yet signed.

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

## **3. Currencies of Bid**

For purpose of evaluation, the Bank will convert all bid prices into the Bank's Unit of Account by using the Bank's monthly moving average rate for the applicable month (deadline for submission of quotations). The currency that shall be used to convert all bid prices expressed in various currencies into a single currency is: **UA** (Unit of Accounts).

(To be included in the Technical Proposal)

**A STATEMENT OF CONFORMITY**

To the African Development Bank  
PO 323, 1002 Tunis Belvedere  
Tunisia

Dear Sir,

Having examined the Request for Proposals documents (**ADB/NCB/EGFO/2012/0080**), we, the undersigned, offer to provide the Bank, with the Travel Agency 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 (90) 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  
PO 323, 1002 Tunis Belvedere  
Tunisia

Dear Sir,

Having examined the Request for Proposals **ADB/NCB/EGFO/2012/0080**, 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 (90) 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]*

## GENERAL EXPERIENCE

General Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Services Executed by the Bidder	Role of Bidder

## AFRICAN DEVELOPMENT BANK TEMPORARY RELOCATION AGENCY



### SPECIFIC EXPERIENCE

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No ..... of ..... ..	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	US\$	
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance		

# AFRICAN DEVELOPMENT BANK TEMPORARY RELOCATION AGENCY



## PROPOSED KEY PERSONNEL RESUME

Fill up one (1) form per staff.

<b>Position:</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience



**AFRICAN DEVELOPMENT BANK  
TEMPORARY RELOCATION AGENCY**



**PRICE SCHEDULE FORM**

Item No	Services	Frequency	Unit	Unit Price	Total Price
<b>1.</b>	<b>Floor Area</b>				
1.1	Empty/clean ash trays, waste receptacles, sand urns	Daily			
1.3	Dust/clean desks, computers, printers, copiers, telephones, tables, files, window sills, carpets, etc.	Daily			
1.4	Dust counter tops/faces, partitions, ledges, moldings, picture frames	Daily			
1.6	Spot-clean walls, partitions, columns and doors to remove marks and stains	Weekly			
1.7	Clean glasses windows and doors inside	Weekly			
1.8	Dust lighting fixtures, ceiling vents/panels	Weekly			
1.10	Deep wet-shampoo or dry clean carpet, floors	Quarterly			
<b>Total 1</b>					
<b>2.</b>	<b>Restroom/Toilets</b>				
2.1	Clean and disinfect toilets, WC, basins, portions, walls and floors tiling, and toilets fixtures	Daily			
2.2	Empty waste receptacles	Daily			
2.3	Damp mop floor	Daily			

2.4	Refill soap, towel, and tissue dispensers	Daily			
2.5	Clean mirrors, dispensers, and fixtures	Daily			
<b>Total 2</b>					
<b>3.</b>	<b>Kitchens</b>				
3.1	Clean sweep the kitchen floor	Daily			
3.2	Mop and polish the kitchen floor	Daily			
3.3	Clean all surfaces with disinfectant	Daily			
3.4	Clean microwave ovens, water dispensers and other equipment	Daily			
<b>Total 3</b>					
<b>GENERAL TOTAL</b>					

## ANNEX 4

# AFRICAN DEVELOPMENT BANK GROUP TEMPORARY RELOCATION AGENCY



**Egypt Field Office**  
**Fax Number: +(202) 22 56 37 92**

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## EVALUATION CRITERIA

### 3.1 DETAILS OF THE EVALUATION

- a) A pass/fail assessment will be carried out to determine whether the proposals meet the minimum pass/fail criteria indicated below.
- b) Technical proposals determined to meet the minimum pass/fail criteria shall be evaluated as indicated below.
- c) Firms scoring less than 70 points will be rejected and their financial proposals returned unopened.
- d) The award(s) shall be made to the bidder(s) receiving the technical evaluation score and with whom satisfactory price and terms can be agreed.

### 3.2 MANDATORY EVALUATION CRITERIA (PASS/FAIL)

If the Bidder fails to satisfy the criteria listed below, its bid will be disqualified and will not proceed further in the Technical Evaluation.

PASS/FAIL CRITERIA	YES	NO
The bid form (Appendix A) must be completed and signed by a person or persons duly authorized to bind the company to the pricing and contract. <i>A power of attorney shall be attached to the bid for form, if applicable.</i>		
Interested bidders must originate from one of the African Development Bank's member countries (Annex 7)		
Participation to the mandatory tour of the premises		
Minimum average annual turnover of EGP 150,000 calculated as total certified payments received for contracts in progress or completed, within the last three (03) years.		
Experience in the role of contractor, subcontractor, or management contractor with at least three clients for similar nature and complexity to the services required under this tender over the last three (03) years prior to the proposals submission deadline.		
Remarks (Accept/Reject for the next stage)		

### 3.3 TECHNICAL EVALUATION (Weight: 60 %)

- 3.3.1 Responsive offers will be the subject of a technical analysis according to an Evaluation Criteria and Point System as described below. Each responsive proposal shall be awarded a technical score:

#### **Experience in the Field of cleaning service**

**20 points**

Demonstrated experience in similar assignments. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as describe in the tender document (5 points for each contract)

#### **Management Team**

**20 points**

- \* Professional expertise and experience of supervisory staff 10 points
- \* Technical qualification. Competency and character of staff to Be assigned to sites including supervisors 10 points

#### **Work Process and implements**

**60 points**

- \* Description of company's organization 5 points
- \* Methodology (Work Plan) 25 points
- \* Proposed work equipment and logistics 25 points
- \* Environmental measures and projected implementation procedures that guarantee environmental compliance: compliance with selective sorting, use of nontoxic and environment-friendly chemicals, methods envisaged to limit consumption of water and chemical products 5 points

#### **OVERALL TOTAL**

**100 POINTS**

- 3.3.2 A proposal shall be declared technically valid and eligible for financial analysis if it obtains a minimum score of seventy (70) points.
- 3.3.3 Bidders whose proposals fail to obtain the minimum requisite score or are deemed to be non-responsive to the bidding documents, will be notified accordingly and informed that their financial proposals will be returned to them, without being opened, at the end of the selection process.

### 3.4 FINANCIAL EVALUATION (Weight: 40 %)

- 3.4.1 Bidders who obtain the qualifying minimum technical score shall be so advised and notified of the date and time of the opening of their financial proposals. Such date shall be at most 48 hours following the notification date. The said notification may be dispatched by express mail, email or fax.
- 3.4.2 Financial proposals shall be opened in public in the presence of bidders' representatives who wish to be in attendance. The name of the bidder, the technical scores and the proposed prices shall be read out loud by the Chairperson of the Bid Opening Committee. Thereafter, financial proposals shall be referred to the Technical Evaluation Committee.
- 3.4.3 The evaluation of financial proposals shall be conducted by checking the different items estimated, correcting any computational errors and adjusting any variations or divergences as necessary.

3.4.4 At evaluation of proposals, the bidder whose proposals, exclusive of contingencies and taxes, are deemed to be responsive to the bidding documents and have the lowest financial offer (lowest bidder), shall be awarded 100 points. The financial scores of the other bidders shall be calculated, on a base 100, inversely proportional to the amount of their financial proposal.

3.4.5 The lowest financial proposal ( $F_m$ ) will be awarded a financial score ( $N_f$ ) of 100 points, with the following formula used to compute the other financial scores:  $N_f = 100 \times F_m / F$  ( $F$  being the amount of the financial proposal).

### 3.4.6 DETERMINING THE MOST ADVANTAGEOUS PROPOSAL

In the final analysis, proposals shall be ranked according to their combined technical ( $N_t$ ) and financial scores ( $N_f$ ), using the weights 70% for technical proposals and 30% for financial proposals ( $T$  = weight given to technical proposals;  $F$  = weight given to financial proposals;  $T + F = 1$ ), to obtain a final score ( $N_G$ ), i.e.:  $N_G = N_t \times T \% + N_f \times F \%$ .

The bidder making the highest final score will be ranked first, and be eligible for award of the contract.

## 3.5 CONTRACT AWARD

3.5.1 Before signing the contract, the Bank will ensure that the selected provide:

(a) Evidence of Contractor's up-to-date payment of taxes, no more than three (3) months to the contract signature date **(to be submitted in original English or translated into English)**

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

(c) Insurance certificate for professional liability of the bidder; and

3.5.2 In case of failure to provide such documents, the Bank will award the contract to the second ranked company.

3.5.3 Thereafter, the Bank shall, as soon as possible, notify the other bidders that their proposals have not been selected, and that their financial proposals will be returned unopened.

3.5.4 The selected Contractor is supposed to commence performance of services at the date and venue specified in the contract.

3.5.1 The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Bidder's proposals.

# AFRICAN DEVELOPMENT BANK GROUP TEMPORARY RELOCATION AGENCY



**Egypt Field Office**  
**Fax Number: +(202) 22 56 37 92**

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## DRAFT CONTRACT

This Office Boy, Cleaning and Janitorial Services Contract is made and entered into this ....., between the Egypt Field Office of African Development Bank, located and operating for the purposes of this Contract in African Development Bank (ADB) - Egypt Field Office -72b Al -Maahad El-Eshteraky St. (off Hegaz St) Roxy – Heliopolis - Cairo / Egypt: of the one part; represented by Mr. \_\_\_\_\_, \_\_\_\_\_, (hereinafter called the “Purchaser “ or the “Bank”) and \_\_\_\_\_, a company having its headquarters in Egypt, represented by \_\_\_\_\_, (hereinafter called the “Contractor”) , the other part;

WITNESSED THAT:

WHEREAS the Bank invited the Contractor to bid for the provision of Office boy, Janitorial and Cleaning services for Egypt Field Office’s offices as specified in TOR of this contract (the “Services”), and has accepted a bid by the Contractor for the supply of the these 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:

- (i) The Contractor represents and warrants that it possesses the competence and resources to supply and perform the Services (as defined below).
- (ii) The Contractor agrees to provide the Services according to the timeline set out in each relevant document after receiving a formal request from the Bank.

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

- Annex 1: Terms of Reference
- Annex 2: Contractor’s Technical Proposal
- Annex 3: General Terms and Conditions for the Purchase of Goods, Works and Services
- Annex 4: Price Schedule
- Annex 5: Supplier Performance Evaluation



## DEFINITIONS:

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

- (i) "Contractor" means the cleaning services 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 cleaning services 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 supersede 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 Contractor shall commence the Services no later than the first day of .....2012, (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

The duration of this Contract is one (1) year, with effect on the first day of July 2011. In accordance with TOR and subject to satisfactory performance of the Contractor, 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.

## **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

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 Egypt 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. \_\_\_\_\_, [title] \_\_\_\_\_ to lead the performance of the Services hereunder. Ms/Mr \_\_\_\_\_, [title] \_\_\_\_\_ 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 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 Contractor.

### 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 Contractor in carrying out the its 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 loss of, or damage to property caused by the negligence or willful misconduct of the Contractor or its employees, the total liability of the Contractor either party for pecuniary loss arising out of this Contract shall be limited to the annual fee paid by the Bank, plus reasonable attorneys fees.

## **ARTICLE 6 - PAYMENT FOR THE SERVICES**

### **6.1 ESTIMATED CONTRACT AMOUNT OF PAYMENT.**

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, is a sum not to exceed ..... 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 the Services, including, but not limited to labor 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 PAYMENT OF CONTRACT AMOUNT**

The Bank shall, subject to satisfactory performance of the Services, pay to the Contractor the amounts specified in the Contractor's Financial Proposal attached as Annex 4 to this Contract (which forms an integral part of this Contract).

The Bank will ensure that payment is made within 30 days of receipt of the invoice. Payments shall be made by Bank Transfer (SWIFT) or such other method that may be agreed between the parties from time to time to the following s account:

Name of the Bank:.....  
Address of the Bank: .....  
Account number::.....

Payment of the Contract Amount shall be in accordance with the modalities specified in Annex 4 to this Contract.

## **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 material 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 in 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 Contractor termination notice of not less than fifteen (15) days.

### **10.3 BANK'S TERMINATION FOR 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 CONTRACTOR'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 Cairo, Egypt 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 EGFO, 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  
Egypt Country Office (EGFO)  
P.O.Box:.....  
Cairo, Egypt  
Tel: .....  
Fax: .....  
E-mail: .....

- 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: \_\_\_\_\_  
Téléphone  
Fax:  
Email:  
.....

## ARTICLE 14 – CONTRACTOR’S PERFORMANCE EVALUATION

- 14.1 This Agreement will be evaluated every six months. The quality of delivery of goods will be assessed using performance criteria on which the Supplier agrees (Annex 5). Faults detected will be immediately reported in writing to the attention of the Supplier, as well as opportunities for improvement in order to meet the standards and market quality.

- 14.2 The results below those expected by the Bank and the failure to obtain the minimum required score for each criterion expose the Supplier to sanctions ranging from formal termination of the Agreement.

## **ARTICLE 15 - GOVERNING LAW**

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

## **ARTICLE 16 - 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**

- 16.1 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.
- 16.2 If the Contractor is found to have engaged in corrupt or fraudulent practices in connection with this Agreement, the Bank may at its discretion, do any one or combination of the following: (i) void or terminate the Agreement; ii) declare the Supplier ineligible to contract with the Bank and to enter into contracts in connection with matters financed by the Bank; or iii) pursue legal proceedings against the Supplier.
- 16.3 For the purposes of the Agreement:
- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and includes, inter alia, bribery and extortion or coercion which involve threats of injury to person, property or reputation; and
  - b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practices among bidders, or between bidders and Bank staff (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels.
- 16.4 The Bank reserves the right, where the Contractor has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that the Supplier is ineligible, for a stated period of time, to be awarded a Bank contract.
- 16.5 The Contractor agrees that the Bank may at its discretion require that, in contracts financed by the Bank, a provision be included requiring the Supplier and its contractors to permit the Bank to inspect their accounts and records relating to the performance of the Agreement and to have them audited by auditors appointed by the Bank.
- 16.6 Any communications between the Contractor and the Bank related to matters of alleged fraud or corruption shall be made in writing.

## ARTICLE 18 - ORDER OF PRECEDENCE

18.1 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 18
- The TOR
- Contractor's Technical proposal
- Contractor's Financial proposal
- Performance Evaluation Form

**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

\_\_\_\_\_  
.....  
.....

\_\_\_\_\_  
.....  
General Manager

Witnesses:

\_\_\_\_\_  
.....  
.....

\_\_\_\_\_

# African Development Bank

## General Terms and Conditions for the Purchase of Goods, Works and Services

### 1.0 Constitution of Contract

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

### 2.0 Performance of Contract

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

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

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

### 3.0 Conflict of interest

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

### 4.0 Financial Liability, Immunities and Applicable Law

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



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

## 5.0 Insurance

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

## 6.0 Documents

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

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

## 7.0 Changes

7.1 The Bank may, at any time by written order designated or indicated to be a change order, make changes to the Contract/PO or any part thereof.

7.2 If any such change increases or decreases the cost of and/or the time required for the performance of any part of the Contract/PO, an equitable adjustment shall be made in the Contract/PO price or time schedule or both, and the Contract/PO shall accordingly be amended. No change in, modification of, or revision to the Contract/PO shall be valid unless in writing and signed by an authorized representative of the Bank.

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

## 8.0 Payment and Claims

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

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

Appropriate documentation should accompany all invoices.

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

## 9.0 Warranties

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

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

## 10.0 Safety

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

## 11.0 Suspension

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

further performance of the suspended part after the Contractor has been directed to suspend performance.

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

## **12.0 Termination of Contract/PO**

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

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

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

**12.1.3** For convenience, without assigning any reason.

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

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

- 12.4** If the Bank terminates the Contract/PO pursuant to paragraph 12.1 (iii) for convenience, the notice of such a termination shall state that termination is for the Bank's convenience, the extent to which the performance under the Contract/PO is terminated, and the effective termination date. The Bank will issue an equitable adjustment, not to exceed the total Contract/PO price, to compensate Contractor for: (i) the Contract/PO price for the Services accepted

by Bank but not paid previously and adjusted for any savings, (ii) the costs incurred in the performance in the work terminated, including initial and preparatory expenses; (iii) the cost of settling and paying other Contractors, subcontractors or lessors under terminated agreements properly chargeable to the terminated portion of the Contract/PO and not included in items (i) and (ii) hereof; and (iv) a reasonable profit on item (ii) above.

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

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

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

## **13.0 Period of performance and Liquidated Damages**

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

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

## **14.0 Liability**



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

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

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

#### **15.0 Intellectual Property and Confidentiality**

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

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

#### **16.0 Dispute Settlement**

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

purchase order amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the "Notice of Dispute") specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.

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

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

**16.4** The arbitration shall take place in, Cairo, Egypt 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.

SIGNATURE OF THE DULY AUTHORIZED  
REPRESENTATIVE  
OF THE BIDDER

Preceded by the words "Read and approved")

DATE \_\_\_\_\_

## African Development Bank Temporary Relocation Agency



### List of Member Countries of the Bank:

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

(\*means location of existing or future Bank offices)

<b>PERFORMANCE EVALUATION OF SERVICE PROVIDER</b>
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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
<b>I. CAPACITY OF SERVICE PROVIDER</b>				
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				
<b>II. STAFF</b>				
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				
<b>III. SERVICES</b>				
1. QUALITY OF SERVICE				
2. AVAILABILITY OF SERVICE				
3. CLEANLINESS				
4. QUANTITY				
5. VARIETY				