REQUEST FOR PROPOSAL
Open Competition

TENDER FOR CLEANING, TEA SERVICES AND INDOOR PLANTS MAINTENANCE AT THE AFRICAN DEVELOPMENT BANK MOZAMBIQUE COUNTRY OFFICE

TENDER REFERENCE: ADB/RFP/COMZ/2017/0077
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Reference</th>
<th>Contents</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>Instructions to Bidders</td>
<td>For information</td>
</tr>
<tr>
<td>Annex I</td>
<td>RFP Data Sheet</td>
<td>For information</td>
</tr>
<tr>
<td>Annex II</td>
<td>Terms of Reference</td>
<td>For information</td>
</tr>
<tr>
<td>Annex III</td>
<td>Proposal Questionnaire</td>
<td>For completion</td>
</tr>
<tr>
<td></td>
<td>Appendix A – Statement of Conformity</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appendix B – Bid submission Form</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appendix C – Qualification (Pass/Fail) Assessment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appendix D – Conflict of Interest Disclosure Form</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appendix E – Technical Evaluation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appendix F – Price Schedule</td>
<td></td>
</tr>
<tr>
<td>Annex IV</td>
<td>Eligibility Requirements</td>
<td>For information</td>
</tr>
<tr>
<td>Annex V</td>
<td>Contract Sample</td>
<td>For information</td>
</tr>
<tr>
<td>Annex VI</td>
<td>General and Specific Conditions</td>
<td>For information</td>
</tr>
</tbody>
</table>
Dear Sir/Madam,

1. The African Development Bank (the “Bank”) invites proposals for the provision of cleaning services, tea services and indoor plant maintenance at its Mozambique Country Office located in Maputo, Mozambique as described in this Request for proposal (RFP). To qualify for award, a bidder shall meet the qualification criteria set out in the Annex I.

2. The proposals submitted by bidders shall be received by the Bank on or before the date and time and in the manner specified in Annex I. The Bank’s requirement is set out in Annex II.

3. The Bank is an ‘AAA’ rated regional multilateral development finance institution, established in 1963, with a mandate to further economic development and social progress of African countries, individually and collectively 77 member countries including all the 53 African countries and 24 non-African countries that include America, Europe and Asia own the Bank.

4. The Bank's principal functions include: (i) using its resources for the financing of investment projects and programs relating to the economic and social development of its Regional Member Countries (RMCs); (ii) the provision of technical assistance for the preparation and execution of development projects and programs; (iii) promoting investment in Africa of public and private capital for development purposes; and (iv) to respond to requests for assistance in coordinating development policies and plans of RMCs. In its operations, the Bank is also required to give special attention to projects and programs that promote regional integration.

5. The Bank began its operations from its headquarters, in Abidjan, Côte d’Ivoire on July 1, 1966. However, from 2003 the Bank carried out its operations from its Temporary Relocation Agency in Tunis, Tunisia. The Bank returned to its headquarters, in Abidjan, in 2014. For purposes of its operations the Bank also maintains country offices in certain of its RMCs.

6. The information contained in the RFP is designed to enable bidders complete and submit proposals. Bidders shall read the RFP carefully and ensure proposals comply with the instructions provided in the RFP. Bidders are required to complete and submit the Proposal questionnaires (Annex III) in accordance with the Instructions to Bidders (Section 1), RFP Data Sheet (Annex I), Description of terms of reference of services (Annex II), Eligibility criteria (Annex IV) and General and Specific Conditions (Annex V). The Bank is not bound by any other terms and conditions unless agreed in writing by the Bank.


9. We look forward to receiving your proposal and thank you for your interest in doing business with the Bank.
SECTION 1 - INSTRUCTIONS TO BIDDERS

GENERAL
1. Eligibility of Bidders, Goods and Services - Services procured by the Bank shall be produced in a member country of the Bank and supplied by bidders from a member country of the Bank as defined in the Presidential Directive concerning the Rules for Corporate Procurement activities of the Bank. The Bank’s eligibility criteria as defined in the Presidential Directive are set out in the RFP.

2. Procurement Ethics, Integrity, Anti-corruption and Fairness
   2.1. It is the Bank’s policy that bidders/suppliers to the Bank observe the highest standard of ethics during the procurement process and execution of such contracts. In pursuance of this policy, the Bank shall reject a proposal if it determines that the bidder, or any of its personnel, agent, consultant, subcontractor or service provider, has, directly or indirectly, engaged in “Corrupt”, “Fraudulent”, “Collusive”, “Coercive” or “Obstructive” practices in competing for the contract in question. These terms are defined in the General and Specific Conditions. The Bank may also declare the bidder ineligible for participation in future procurement and award of contract, either indefinitely or for a stated period of time.
   2.2. A bidder/supplier who offers any gift of any value to Bank staff will be considered to be influencing the procurement process. The Bank shall reject a proposal if it determines that any such gift has been offered.
   2.3. All bidders/suppliers are required to comply with the Code of Conduct for Suppliers in the General and Specific Conditions.

3. Conflict of Interest - A bidder shall not have a conflict of interest that would call into question its participation in the procurement process and award of contract. Bidders shall disclose any potential or actual conflict of interest in the disclosure form and during execution of any contract. All bidders found to have a conflict of interest may be disqualified.

CLARIFICATION OF THE PROCUREMENT PROCESS
4. Bidders are solely responsible, at their own cost and risk, for obtaining information that may be necessary for preparing proposals and entering into the contract.

5. Amendment of RFP - The Bank reserves the right to modify any content of the RFP without incurring any liability to any bidder. Any such amendment shall be sent directly to bidders’ authorized representative. It is the sole responsibility of bidders to ensure they are aware of any amendment and take the amendment into account in preparing proposals.

6. Clarification of RFP
   6.1. A bidder requiring any clarification shall notify the Bank in writing at the details provided in the RFP Data Sheet and within the period for clarification in the RFP Data Sheet. Written copies of the Bank’s response (including the questions raised without identifying the source) shall be sent directly to bidders’ authorized representative.
   6.2. If a bidder feels that any provision in the RFP will be unacceptable, such issue and any request for change shall be raised at the earliest opportunity in writing at the details provided in the RFP Data Sheet and in any event no later than the deadline in the RFP Data Sheet. The Bank shall not consider any request to change the General Conditions.
   6.3. The Bank shall determine, in its sole discretion, to accept or reject any query or request for change. Any response from the Bank shall be binding on bidders.
   6.4. A bidder who contacts any member of Bank’s staff directly or indirectly in relation to the procurement (except staff specified in the RFP) shall be disqualified.
   6.5. The Bank shall not respond to any query or request received after the deadline in the RFP Data Sheet.
7. Pre-Bid meeting
7.1. If provided in the **RFP Data Sheet**, bidders are invited to a pre-bid meeting. Bidders shall submit questions in writing to the address in the **RFP Data Sheet** no later than one week before the meeting. The cost of the pre-bid meeting shall be at the bidder’s own expense.

**PREPARATION OF PROPOSALS**

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

9. Language of Proposals - The proposal and all correspondence and documents submitted by the bidder shall be written in the language specified in the **RFP Data Sheet**. Any printed literature furnished by the bidder written in another language other than the language specified in the **RFP Data Sheet** shall be accompanied by a certified translation in the language in the **RFP Data Sheet** of its pertinent passages in which case, for the purpose of interpretation of the proposal, the translation shall govern.

10. Subcontractors and service providers – Bidders shall identify any sub-contractors that will play a significant role in the bidder’s performance of the contract. The Bank reserves the right to obtain the same level of information from subcontractors as from bidders.

11. Documents comprising the proposal - Proposals shall comprise the proposal Questionnaire, completed in full and supported with evidence and information requested by the Bank. The questionnaire shall be completed without alterations to its formal and content. No other substitutes shall be accepted.

12. Publicity Material - Unless expressly permitted in the RFP, bidders shall not submit brochures, general marketing or promotional material with quotations. Publicity brochures shall not be accepted as answers to questions. Bidders shall respond fully to the questions in the RFP.

13. Meeting the Bank’s requirements - Unless otherwise provided, bidders shall meet the Bank’s requirement by the deadline for submission of proposals

14. Mandatory Requirements – The RFP may include mandatory requirements. The classification of a requirement as mandatory gives an indication of its significance to the Bank. A proposal that does not meet any mandatory requirement shall be rejected as non-responsive.

15. Samples and Inspection
15.1. If provided in the RFP, the Bank shall conduct an inspection of the services. Such inspection shall not relieve the bidder from any of its obligations under the contract. The Bank shall notify bidders in writing of the details of any inspection. The Bank shall not be responsible for all expenses incurred by the bidder for such inspection.

16. Demonstration - If provided in the RFP, the Bank shall require bidders to provide a live demonstration of the proposed solution. The bidder shall provide the demonstration free of charge and the Bank shall not accept any liability for any damage to or loss of bidders’ property in connection with such demonstration.

17. Sustainable Procurement (SP) – the Bank is committed to managing its business and executing contracts in an environmentally and socially responsible manner. Bidders should set out how they will deliver the contract in a sustainable manner. The Bank’s SP guideline is available on its website.

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

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

20. **Bid Prices**
   20.1. The prices submitted by bidders shall, except insofar as it is otherwise provided in the contract, include all labour, materials, maintenance, transportation, insurance, profit, risks, liabilities and obligations set out or implied in the contract.
   20.2. The Bank shall award the contract based on value for money that takes into account the whole life costing (i.e. life cycle costs of the services, maintenance,) of the requirement.
   20.3. The prices shall be expressed in the currency in the **RFP Data Sheet**. All prices should be expressed in the same currency.

**SUBMISSION AND OPENING OF QUOTATIONS**

21. **Deadline for Submission of Proposals** - The Bank shall receive proposals no later than the deadline in the **RFP**. It is the sole responsibility of bidders to ensure timely receipt of proposals by the Bank. The Bank may extend the deadline for submission of proposals at any time without incurring any liability to bidders.

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

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

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

25. **Proposals submitted by mail, courier or hand-delivery**
   25.1. If provided in the **RFP Data Sheet**, proposals shall be submitted by mail, courier or hand delivery.

25.2 Each bidder will submit their proposals in ONE original copy and FOUR duplicate copies: the original proposal must carry the mention “ORIGINIAL” and each of the four copies the mention “COPY”. The technical proposal (one original + 4 copies) and the financial proposal (one original + 4 copies) will each be placed in two separate sealed envelopes (the “internal envelopes”).

The following mention should appear on each internal envelope:

- the purpose of the present bid,
- the mention “Technical Proposal” or “Financial Proposal” as the case may be,
• the name and address of the bidder.

Each bidder shall seal the original and copies of the proposals in an envelope (the “internal envelope”). The internal envelopes shall carry the name and address of the bidder and the RFP reference. The internal envelope shall be placed in a large single envelope (the “external envelope”). The external envelope shall be anonymous and carry the label in the RFP Data Sheet that should be photocopied and placed on the external envelope. 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 BID. In accordance with the provisions of Annex 3, the technical proposal must include:
- the statement of conformity (Appendix A);
- project plan for the management of the contract;
- a description of your relevant experience on this particular field, supported with an example of similar services provided;
- the audited financial statements for the last three (3) fiscal years;
- qualifications and level of competency of each key staff to be assigned to the execution of the contract (use format as described in Appendix C);
- insurance certificate for professional liability of the bidder

25.2. All pages of the proposal shall be numbered. Each copy of the technical and financial proposal shall be bound in a single volume where practical. All documentation submitted with the technical and financial proposal shall be bound in a single volume.

25.3. The person or persons signing the Technical and Financial Proposals shall initial all pages of the proposal where correction has been made.

25.4. When delivered by hand, the proposal shall be delivered at the address during the working hours of the Bank from 8.00 hrs. to 13.00 hrs and from 14.00 hrs to 17.00 hrs., Monday through Friday except for holidays observed by the Bank. Delivery to any other office of the Bank shall be at the risk of the bidder and shall not constitute timely delivery.

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

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

26.2. Proposals submitted by mail, courier or hand-delivery - The bidder’s modification or withdrawal shall be prepared, sealed, marked and dispatched as per the instructions set out in Section 1 paragraph 25.2 and accompanied by a written notice duly signed by an authorized representative. Any modification or withdrawal shall clearly be identified as “Modification” or “Withdrawal”.

27. Bid Opening – Proposals shall be opened as soon as possible after the deadline. The record of the bid opening shall be sent directly to bidders’ authorized representative.

EXAMINATION OF PROPOSALS

28. Confidentiality and Disclosure of Information - the Bank is committed to make public all information in its possession unless there is a compelling reason for confidentiality in accordance with its policy on Disclosure and Access to Information. Bidders shall notify the Bank if the information provided is confidential and should not be disclosed to the public. The Bank shall endeavor to maintain confidentiality of confidential information and evaluation of proposals. The Bank reserves the right to disclose information in accordance with its policy on Disclosure and Access to Information.
29. Clarification of Proposals
29.1. To assist in the examination and evaluation of proposals and qualification of bidders, the Bank may, at its discretion:
29.1.1. Require any bidder to clarify any part of its Proposal;
29.1.2. Require any bidder to provide further information or documentation;
29.1.3. Undertake site visit to any bidder; or
29.1.4. Contact referees provided by any bidder.
29.2. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered. No change in the rate or substance of the proposal shall be sought, offered or permitted. Where a bidder does not provide the information requested the Proposal shall be evaluated as presented.

30. Determination of Responsiveness
30.1. The Bank's determination of a proposal's responsiveness is to be based on the contents of the proposal itself, as defined in the RFP. A substantially responsive proposal is one that meets the requirements of the RFP without material deviation, reservation or omission.
30.1.1. "Deviation" is a departure from the requirements specified in the RFP;
30.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
30.1.3. "Omission" is the failure to submit part or all of the information or documentation required in the RFP.
30.2. A material deviation, reservation or omission is one that,
30.2.1. if accepted, would:
30.2.1.1. affect in any substantial way the scope, quality or performance of the requirements as specified in the RFP;
30.2.1.2. limit in any substantial way, inconsistent with the RFP, the Bank's rights or the bidder's obligations under the proposed contract; or
30.2.1.3. if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive proposals
30.3. The Bank shall examine proposals to determine whether proposals are substantially responsive with the requirements. The Bank shall reject a proposal not substantially responsive to the requirements of the RFP.

BID EVALUATION

31. Conversion to Single Currency - For the purpose of evaluation, the Bank shall convert all rates into the Bank's Units of Accounts (UA) by using the Bank's monthly moving average rate for the applicable month (deadline for submission of quotations).

32. Acceptance or Rejection of Proposal - The Bank reserves the right to accept or reject any or all proposals, cancel the procurement process and/or reject all proposals at any time prior to contract award, without incurring any liability to bidders.

AWARD OF CONTRACT

33. Award Methodology
33.1. The Bank shall award the contract to the bidder whose Technical and Financial proposal meets the qualification criteria, is substantially responsive and offers the lowest evaluated rate.
33.2. Unless otherwise provided, the Bank shall evaluate proposals in the following successive stages:
38. **Award Protest Procedure** – The Bank has a complaint procedure about the conduct of the procurement process as set out in the Presidential Directive. An unsuccessful bidder wishing to make a complaint must inform the Bank within seven (7) days of notification of the Bank’s contract award decision.

39. **Contractual Relationship** - The contractual relationship shall be governed by the General and Specific Conditions (Annex V) and the Terms of Reference and shall include the description of goods and services and the successful bidder’s technical and financial proposal. *No other terms and conditions put forward by a bidder shall form part of the contract.*

**FURTHER ASSISTANCE**

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

41. **Assistance** – For assistance on using AfDB e-Procurement portal, bidders shall refer to the user manual. Alternatively, bidders can contact tender@afdb.org or zmfo@afdb.org quoting the tender reference.

---

Joseph Martial Ribeiro  
Country Manager  
MOZAMBIQUE COUNTRY OFFICE
<table>
<thead>
<tr>
<th>Stage of evaluation</th>
<th>Section reference / Purpose</th>
<th>Evaluation criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>Examination of Proposals</td>
<td>The Bank shall examine proposals to determine compliance with the requirements of the RFP – this includes checking the legal validity of proposals and completeness of the required documents. The Bank shall reject Proposals that do not meet the terms and conditions of the RFP. Proposals that meet the requirements shall be considered for stage 2.</td>
</tr>
<tr>
<td>Stage 2</td>
<td>Qualification Criteria (Annex III)</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bidders shall pass each qualification criterion to be considered for stage 3. Failure to satisfy any criterion shall result in disqualification of the bidder.</td>
</tr>
<tr>
<td>Stage 3</td>
<td>Technical Evaluation (Annex III)</td>
<td>The Bank shall examine technical proposals. Bids that are substantially responsive to the technical requirements and conditions shall be considered for stage 4. Bids that are not substantially responsive to the technical requirements and conditions shall be rejected.</td>
</tr>
<tr>
<td>Stage 4</td>
<td>Financial Evaluation Correction of arithmetic errors</td>
<td>The financial Proposal shall be checked for completeness and corrected for computational errors.</td>
</tr>
<tr>
<td>Stage 5</td>
<td>Price Schedule (Annex III)</td>
<td>Bidders shall be ranked according to price The bid offering the lowest evaluated price shall be ranked first.</td>
</tr>
<tr>
<td>Stage 6</td>
<td>Final Ranking</td>
<td>The bidders shall be ranked according to their combined technical and Financial Scores using weights.</td>
</tr>
</tbody>
</table>

34. **Contract Award**
   34.1. By issuing this RFP, the Bank is not committed to award a contract for all or part of the requirements.
   34.2. The Bank reserves the right to award a contract for part of the requirements. Bidders shall indicate if they would not accept a contract for part of the requirements.

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

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

37. **Debriefing** – Unsuccessful bidders may request a debrief within seven (7) days from receipt of the regret letter.
ANNEX I – RFP DATA SHEET

The numbering below refer to the appropriate numbering of the introduction

<table>
<thead>
<tr>
<th>§ 1</th>
<th>The terms of reference of services to be provided are outlined in Annex II.</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 1</td>
<td>To qualify for award, bidders (including each partner in a joint venture or partnership, subcontractors) shall meet the following pass/fail qualification criteria:</td>
</tr>
<tr>
<td><strong>Eligibility of Bidders, Goods and Services:</strong> Goods and services procured by the Bank shall be produced in a member country of the Bank and supplied by bidders from a member country of the Bank.</td>
<td></td>
</tr>
<tr>
<td><strong>Eligibility Criteria:</strong> a bidder shall not normally be eligible if any of the situations in the Presidential Directive concerning the rules for corporate procurement activities of the Bank apply.</td>
<td></td>
</tr>
<tr>
<td><strong>Financial Standing:</strong> An average turnover of at least ..... [USD equivalent] per annum for the last three years [2013, 2014, 2015 or latest]. A bidder shall demonstrate current soundness of financial position and long-term profitability.</td>
<td></td>
</tr>
<tr>
<td><strong>General and Specific Experience:</strong> a bidder shall have a minimum of five years experience and successfully or substantially implemented as a prime contractor at least three projects of a similar nature and complexity.</td>
<td></td>
</tr>
<tr>
<td><strong>Conflict of Interest:</strong> a bidder shall have no actual or potential conflict of interest that would call into question its participation in the procurement process and award of contract.</td>
<td></td>
</tr>
</tbody>
</table>

The numbering below refers to the appropriate numbering of the instructions to bidders

<table>
<thead>
<tr>
<th>§ 7</th>
<th>Request for clarification and/or request for change to the RFP shall be sent in writing: (i) by electronic mail: <a href="mailto:tender@afdb.org">tender@afdb.org</a>; or (ii) to the question and answer section in the AfDB e-Procurement portal. The request shall be received by the Bank no later than 15:00 hours local time.</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 8</td>
<td>The language of proposals and all correspondence is: English.</td>
</tr>
<tr>
<td>§ 10</td>
<td>The prices shall be expressed in Mozambican Meticais (MZM)</td>
</tr>
<tr>
<td>§ 24</td>
<td>The minimum validity period of the proposal is ninety (120) days from the deadline for submission of proposal.</td>
</tr>
<tr>
<td>§ 25</td>
<td>The deadline for submission of proposals is June 16th, 2017</td>
</tr>
</tbody>
</table>
| § 29 | Proposals shall be submitted by mail, courier or hand delivery: Proposals shall be sent to the following address and the external envelope shall bear the following information:  
African Development Bank  
Mozambique Country Office  
4th Floor – Torres Rani  
Rua Tenente Osvaldo Tazama  
Maputo, Mozambique  

**RFP – DO NOT OPEN UNTIL BID OPENING DAY**  
Reference: ADB/RFP/COMZ/2017/0077  
RFP Closing Date and Time: 16th June 2017 (11 Hours local time)  

ANNEX II – TERMS OF REFERENCE

A - Terms of Reference

1. The Contractor will be responsible for Cleaning, tea preparation services and indoor plant maintenance when required by the Bank’s supervisor. The contractor will ensure that all areas are maintained, using environmentally friendly products. The Contractor will carry out periodic deep cleaning on regular basis as and when required, including the supply, installation, service and re-fill of hygiene equipment in line with the provisions of the Health and safety standards.
2. One of the cleaners, either the supervisor or any cleaner, shall be responsible for tea and shall not clean washroom.
3. The Contractor’s Project Manager will ensure that the following tasks are performed and monitored for the Bank’s offices as listed hereunder:

3.1 Office Space

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

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

3.2 Office Items

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

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

3.3 Washrooms, Closets and Kitchens:

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

(a) **Walls**: Cleaning walls and wall tiles, including removing of cobwebs, dust and other natural debris;
(b) **Floors**: Sweeping, mopping and washing floor surfaces including ceramic tile surfaces.
(c) **Countertops:** Cleaning and sanitizing countertops, sinks, hand dryers, soap and paper dispensers including cabinet interiors;

(d) **Fittings:** Cleaning, dusting, sanitizing and polishing all washroom fittings and metal items such as faucets and handles, mirrors and all glass surfaces, light fixtures, air vents;

(e) **Kitchen Work:** Collecting and cleaning and setting utensils, provision of refreshments, tea, coffee, hot water and beverage refilling;

(f) **Garden Services,** daily cleaning of gardens and provision of flowers within the surroundings, where is applicable.

3.4 **Schedule, Materials and Staffing:**

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

(a) **Apparatus:** All tools and equipment necessary for cleaning, washing and sanitizing including; vacuum cleaners, floor scrubbing, polishing and suction equipment, carpet/tiles shampooing and extraction machines, and all general cleaning and maintenance accessories;

(b) **Hygiene Equipment:** Supply, Install, Service and replenish of all relevant toilet equipment;

(c) **Consumables:** Any complementary products required for carrying out the services such as detergents, disinfectants, cleaning sprays, polishing materials and fragrances;

(d) **Replenishment:** Replenishing and refilling toiletries and other consumable washroom items.

(e) **Staff:** Adequate staff to cover the indicated scope of services, preferably;
   - One (1) Supervisor and two (2) Cleaners

4.0 **Delivery and Completion Schedule** -

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

4.1 **Contractor’s Work Schedule:**

4.1.1 **Daily**

- Sweeping and mopping ceramic floors;
- Dusting, damp wiping and polishing furniture and fixtures;
- Cleaning and disinfecting of washrooms;
- Sweeping and cleaning carpets and mats, including the doormats;
- Emptying and cleaning Desk waste bins;
- Replenishing toiletries in the washrooms;
- Upkeep and maintenance of kitchens and replenishment of consumables;
- Collecting, cleaning and setting utensils, hot water and replenishing/refilling beverages;
- Preparing Boardrooms or meeting rooms for meetings;
- Preparation of Tea, coffee, refreshments, hot and cold water as required;
- Responding to any accidental spillages or similar problems in all office prestigious areas.
- Maintenance of Plants;
- All other related cleaning duties that will improve the office environment.
4.1.2 Weekly
- Vacuum cleaning floor carpets and mats;
- Cleaning accessible interior and exterior of window and door surfaces;
- Cleaning and removing of cobwebs on walls;
- Spraying of the walls;

4.1.3 Monthly
- Stripping of the ceramic floors;
- Cleaning spotted chairs;

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

3.1.5 Working Hours:
Daily: Monday to Friday from 07h00 to 16h00.

Monthly: Saturday from 08h00 to 12h00

Service Standards and other Standards:

1. Interior Reflectors free of dirt, dust ad staeks;
2. Exterior diffusers or globes free of dirt, Dust and Streaks;
3. Fluorescent tubes cleaned and free of dirt dust and streaks;
4. Sanitation to be collected accordingly;
5. Plants to be watered and maintained accordingly to be fed with manure as and found necessary;
6. Clean all lighting fixtures;
7. Venetian blinds to be free of dirt;
8. Windows are free of dirt and streaks both inside and outside;
9. Glass presents a uniform appearance;
10. Carpet is to be free of all dirt, stains, shampoo residue or other soil which can be removed through proper cleaning;
11. Carpet presents a uniform appearance;
12. Furniture is maintained and restores to its original position;
13. Resilient tile evenly waxed and buffed to a high gloss;
14. Floor has no buffing marks or swirls and presents a uniform appearance;
15. No Waxy residue or buildup in corners or areas of floor adjoining vertical walls or stairs.
ANNEX III – PROPOSAL QUESTIONNAIRE

STATEMENT OF CONFORMITY

To the African Development Bank
Mozambique Country Office
4th Floor – Torres Rani
Rua Tenente Osvaldo Tazama
Maputo, Mozambique

Dear Sir/Madam,

We, the undersigned, declare that:

(a) We have examined the Request for Proposal (RFP) No ADB/RFP/COMZ/2017/0077 and have no reservation to the RFP including addendum issued;
(b) We have read and understood the general and specific conditions and accept to be bound by the general and specific conditions and the Terms of Reference;
(c) We offer to provide the services in conformity with the RFP and in the amount indicated in the Terms Of Reference form included in our proposal;
(d) We agree that any other terms or conditions or any general reservation that may be provided on any correspondence emanating from us in connection with the RFP shall not be applicable to any resulting contract provided in the RFP, the price quoted shall remain fixed for the duration of the contract;
(e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract;
(f) We understand that the Bank’s policy requires bidders and suppliers to observe the highest standard of ethics, as such we have not offered any gift to Bank staff;
(g) We understand that if we withdraw our proposal after the deadline for submission, the Bank may decide to exclude us from future procurements;
(h) We, including our subcontractors or suppliers for any part of the contract, have nationalities from member countries of the Bank;
(i) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract) has not been declared ineligible by the Bank;
(j) We are not under sanction by the World Bank, Asian Development Bank, Inter-American Development Bank or European Bank for Reconstruction and Development.

We undertake that, in competing for (and, if the award is made to us, in executing) the contract or purchase order, we will strictly observe the laws in force in our country of registration and the country where the contract is performed. We understand that you are not bound to accept the lowest evaluated quoted price or any other proposal that you may receive.

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

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

Page 16 of 51
RFQ Open Competition
Appendix B

(To be included in the Financial Proposal)

Bid submission Form

To the African Development Bank
Mozambique Country Office
4th Floor – Torres Rani
Rua Tenente Osvaldo Tazama
Maputo, Mozambique

Dear Sir/Madam,

Having examined the Request for Proposals ADB/RFP/COMZ/2017/0077 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 (120) 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]
Bidders shall complete all sections in the questionnaire in sufficient detail and provide evidence and supporting documentation to demonstrate compliance. Bidders shall meet each criterion by the deadline for submission of quotations.

<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture or any other form of partnership (JV)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**STATEMENT OF CONFORMITY**

- Must meet requirement
- Existing or intended JV must meet requirement
- Must meet requirement

A person or persons duly authorized to bind the bidder to the price and contract has completed and signed the statement of conformity in the format provided.

A power of attorney shall be attached, if applicable.

The bidder shall sign and return the document in the format provided for a PASS.

**ELIGIBILITY CRITERIA**

- Must meet requirement
- Existing or intended JV must meet requirement
- Must meet requirement
- N/A
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single Entity</strong></td>
<td><strong>Joint venture or any other form of partnership (JV)</strong></td>
<td><strong>Yes</strong></td>
<td><strong>No</strong></td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
</tbody>
</table>

articles of incorporation or registration of firm, memorandum of association (if available), information on the capital structure and legal status of the bidder.

The services offered are produced in a member country of the Bank.

If yes, provide evidence, such as, operating license, information on origin of goods and services.

**The bidder's, services offered shall meet the eligibility criteria on the basis of nationality for a PASS.**

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

The bidder has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under
<table>
<thead>
<tr>
<th>PASS/FAIL CRITERIA</th>
<th>Bidders Compliance Requirements</th>
<th>Bidders Response</th>
<th>Comments / Evidence provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td>Joint venture or any other form of partnership (JV)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>All partners combined</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Each partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>At least one partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>the law of the country in which the bidder is established or where the contract is to be performed.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been convicted of a criminal offence relating to the conduct of its business of profession in the last ten (10) years?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been subject of a judgment for professional misconduct, fraud, corruption, involvement in a criminal organization or any other illegal activity.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been debarred or cross-debarred by the Bank on the basis of corrupt, fraudulent, collusive, coercive and obstructive practices.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder, or any of its affiliates, has been engaged to provide consulting services for the preparation or implementation of the procurement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The bidder shall not be subject to any of the situations above for a PASS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------------------------</td>
<td>-----------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td></td>
<td>Single Entity</td>
<td>Joint venture or any other form of partnership (JV)</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All partners combined</td>
<td>Each partner</td>
</tr>
<tr>
<td>FINANCIAL STANDING</td>
<td>See below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bidder has a minimum turnover of at least [M2M and amount USD equivalent] for the last three years [2013, 2014, 2015 or latest].</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet at least 20% of the requirement</td>
</tr>
<tr>
<td>The bidder can demonstrate sound financial performance?</td>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>If yes, provide evidence, such as audited balance sheets (including notes and income statements), copies of financial statements or other documents to demonstrate financial performance for the past three years [2013, 2014, 2015 or the latest],</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If the laws of the bidders’ country of establishment do not require audits, bidders may submit their balance sheets certified by a registered accountant and supported by copies of tax returns for the past three years [2013, 2014, 2015 or the latest].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------------------</td>
<td>------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Single Entity</td>
<td>Joint venture or any other form of partnership (JV)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
<td></td>
</tr>
</tbody>
</table>

The bidder shall demonstrate current soundness of financial position and long-term profitability for a PASS.

<table>
<thead>
<tr>
<th>GENERAL AND SPECIFIC EXPERIENCE</th>
<th>See below</th>
</tr>
</thead>
</table>

The bidder has been in business for the past [five (5) years]

If yes, provide evidence, such as, information on the bidder's company (description, including a short history, business plan, goods and services offered, organizational chart, number of staff and list of current staff, number of years in business).

The bidder has experience in at least [five (5)] similar contracts as a prime contractor within the last [five (5)] years, which have been successfully or substantially complete (the contract shall be at least 70% completed). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFQ.

<table>
<thead>
<tr>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must meet requirement</td>
<td>Existing or intended JV must meet requirement</td>
<td>Must meet requirement</td>
<td>Must meet requirement for one specialism</td>
</tr>
<tr>
<td>PASS/FAIL CRITERIA</td>
<td>Bidders Compliance Requirements</td>
<td>Bidders Response</td>
<td>Comments / Evidence provided</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------------------</td>
<td>------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Single Entity</td>
<td>Joint venture or any other form of partnership (JV)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>All partners combined</td>
<td>Each partner</td>
<td>At least one partner</td>
</tr>
</tbody>
</table>

If yes, provide description of similar contracts undertaken as a prime contractor (including name of customer) in the last 5 years.

The bidder shall have been in business for the last five (5) years and has the experience and capability to provide the goods and services required for a PASS.

<table>
<thead>
<tr>
<th>CONFLICT OF INTEREST</th>
<th>Must meet requirement</th>
<th>Existing or intended JV must meet requirement</th>
<th>Must meet requirement</th>
<th>N/A</th>
</tr>
</thead>
</table>

The bidder has declared any actual or potential conflict of interest in the conflict of interest declaration form.

The bidder shall have no actual or potential conflict of interest to call into question its participation in the procurement process and award of contract for a PASS.

A bidder shall PASS all above criteria to be considered for the next stage.

Remarks (Accept/Reject for the next stage)
## CONFLICT OF INTEREST DISCLOSURE FORM

**Name of Bidder:**

**RFP Reference:**

It is the Bank’s policy to ensure fairness and integrity in its procurement process. All bidders (including affiliates, partners in joint venture, suppliers and subcontractors) are required to disclose any actual or potential conflict of interest. Bidders shall respond to the questions below and provide further information pertaining to any relationship/connection with the Bank.

<table>
<thead>
<tr>
<th>Bidders Response</th>
<th>Comments /Information provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

- **Are you connected to a person employed by the Bank who is involved in the procurement process?** This could be a personal or business relationship.

- **Have you been engaged in providing consulting services for the preparation or implementation of an assignment relating to the procurement?**

- **Are you an employee or stakeholder of the Bank?**

- **Has the Bank offered you a contract of employment in the last 12 months?**

- **Are you participating in more than one quotation in the procurement process?**

- **Have you hired any Bank staff involved in the preparation or implementation of the assignment relating to the procurement in the last 12 months?**

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

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

**Name:**

**In the capacity of:**

**Signed:**

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

**Dated on:**

[Signature]
1. TECHNICAL EVALUATION (Technical Envelope)

Bidders shall respond to the questions below and provide evidence in support. The Bank shall examine the information provided by each bidder to determine whether bids are substantially responsive with the requirements.

(a) Provide a description of three similar projects undertaken in the last five years (including projects with government organisations, international organisations or recognised financial institutions) carried out as a prime contractor;
(b) Provide contact information for reference under the projects identified;
(c) Provide details of the start and completion date for delivery of services;
(d) Provide the implementation plan for delivery of services;
(e) Provide a methodology for the management of the contract;
(f) Provide a qualifications and levels of competency of each key staff to be assigned to the execution of the contract CVs of management, including relevant experience, qualifications and membership of relevant professional body;
(g) Provide statements on the terms of reference (optional)

2. FINANCIAL EVALUATION (Financial Envelope)

The Financial proposal will include:
A. A bid submission form, fully completed and signed using Format as described in APPENDIX B
B. A general table summarizing pricing
C. The overall quotation (free and clear of all taxes)
# PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Description of Event (this is the milestone event which triggers amount due to the supplier. Following the milestone event, the supplier will need to submit an invoice including the evidence required to be paid)</th>
<th>Contract Amount</th>
</tr>
</thead>
</table>
| For example:  
- Delivery of cleaning materials to the Bank  
- Testing/acceptance of materials  
- Training provided to the staff assigned on duty | This can be expressed as a percentage of the contract sum or a set amount. |
ARTICLE 3: ELIGIBILITY

3.1 Goods, Services, Real Estate and Works procured by the Bank shall be produced in a Member Country and supplied by Contractors from a Member Country, as described in paragraphs 3.2 and 3.3, unless a waiver of Article 17(1) (d) of the Agreement establishing the Bank is granted by the Board of Directors.

3.2 The eligibility of a Bidder or Contractor on the basis of nationality shall be determined in accordance with the following rules:

a) **Natural Person**: a Natural Person is eligible if he or she is a national of a Member Country of the Bank. Where a person has more than one nationality, such a person shall be eligible if the nationality indicated in his or her submission is that of a Member Country of the Bank.

b) **Business**: a Business is eligible if it satisfies the following criteria:

   o it has its registered office or has its principal place of business in a country that is a member of the Bank;

   o its legal existence is recognized and is in accordance with the laws of a country that is a member of the Bank; and

   o the majority of its capital is held by nationals from a Member Country of the Bank or, if the Business has no capital, more than half of the value of the members' contributions to the Business has been contributed by nationals from a Member Country of the Bank.

3.3 In order to be eligible:

a) Goods to be procured must have a value of which more than half is attributable to production or to originating materials and inputs from one or more eligible Member Countries of the Bank;

b) Works must be performed where more than half of the value of the labour is supplied from one or more eligible Member Country of the Bank, and where the equipment and materials needed for carrying out the Works have a value of which more than half is attributable to production or to originating materials and inputs from one or more Member Countries of the Bank.

3.4 Any Natural Person or Business shall not normally be eligible at any stage of a competitive procurement process and contract execution if any of the following situations apply and have been declared or should have been declared by the Bidder:

a) The Natural Person or Business has become bankrupt, is insolvent or in the case of a Business is in the process of winding-up; is being administered by an administrator appointed by a competent court of law that has entered into an arrangement with creditors; has suspended business activities; or is in any analogous situation arising from a similar procedure provided for in the relevant national legislation or regulation;
b) The Natural Person or Business has not fulfilled obligations relating to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law of the country in which the Natural Person or Business is established or where the contract is to be performed;

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

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

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

f) The Natural Person or Business has been evaluated as having provided unsatisfactory performance under a previous contract with the Bank within the last 3 years.

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

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

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

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

DEFINITIONS

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

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

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

Contractor means a Vendor who has entered into a contract with the Bank for the provision of Goods, Services, Real Estate or Works.
Goods means tangible items, including assets and expendable items that are purchased, hired, leased or rented by the Bank. A ‘Good’ may include related Services, such as transportation, insurance, installation, commissioning, training and initial maintenance, provided that the value of those Services is less than the value of the Goods acquired.

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

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

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

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

Works means the construction, reconstruction, demolition, outfitting, repair or renovation of premises or related infrastructures. Such contracts may include related Services where the value of those Services does not exceed the value of the Works.
SERVICE CONTRACT NO ADB/RFP/COMZ/2017/0077

FOR CLEANING SERVICES FOR MOZAMBIQUE COUNTRY OFFICE

BETWEEN

AFRICAN DEVELOPMENT BANK

AND

XXXXXXXXXXXXXXXXX
THIS SERVICE CONTRACT (hereinafter called the "Contract")
is entered into by and between the AFRICAN DEVELOPMENT BANK GROUP
(hereinafter called the "Bank"), an international financial institution having its headquarters in
Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE D'IVOIRE (insert contractor’s
name)xxxxxx (hereinafter called the "Contractor"), whose address is (insert full address –
physical and postal).

WHEREAS the Bank is desirous of obtaining cleaning services:

WHEREAS, the Bank seeks to ensure proper management of the relationship with the
contractor; and

WHEREAS, the Bank and the Contractor seek to clarify their legal obligations and rights in
respect of all the services to be provided under this contract

NOW THEREFORE the parties hereto agree as follows:

1. INTERPRETATION CLAUSES AND DEFINITIONS

1.1. Any one gender includes the other gender. The singular includes the plural
and vice versa.

1.2. Natural persons include juristic persons and vice versa.

1.3. In the event of any inconsistency between the terms of the Service Contract
and the General Conditions, the terms of the Service Contract shall prevail.

1.4. Whenever used in this Contract, unless the context otherwise requires, the terms
defined in the General Conditions shall have the meanings therein set forth and the
following additional terms have the following meanings:

1.4.1. “Contract” means the contents of this Service Contract, together with the
General Conditions of Contract attached as Annex 1 hereto (the “General
Conditions”) and the other schedules and annexes attached hereto which all form an
integral part hereof, and read together with the proposal of the Contractor attached as
Annex 2 hereto (the “Proposal”), and the specifications and related bid documents,
annexures and quotations submitted by the Contractor, and any amendments to this
Contract.

1.4.2. “Parties” means the Bank and Contractor as defined in the recital to this
Service Contract.

1.4.3. “Premises” means the premises specified in the Schedule attached hereto and
at which the Contractor will provide the Services.

1.4.4. “Project Manager” means the Bank’s Field Office Regional CGSP Officer
for Southern Africa.

1.4.5. “Services” means the provision of Cleaning services, Sanitation, tea services
and indoor plants maintenance at the premises as more specifically set out in clause
3 hereof and Annex 2—Appendix 1
1.4.6. "Start Date" means, notwithstanding the date of execution of this Contract, 1st October 2017.

2. EFFECTIVE DATE AND DURATION

2.1. Notwithstanding the date of signature of this Contract, this Contract shall be effective from 01 of October of 2017 and shall continue in effect until 30th September 2018 for a period of One (1) year with two year option of 1(one) year each renewable not to exceed three years unless terminated earlier in accordance with the terms of the contract.

2.2. The Contractor shall carry out the Services at the Premises commencing from the Start Date.

3. SERVICES

3.1. STATEMENT OF WORK

The contractor shall provide the services at the premises as more specifically provided below and in Annex 2-Appendix 1 attached hereto.

3.1.1. On a daily basis, the Contractor provides cleaning services that include:
- Sweeping and mopping ceramic floors;
- Dusting, damp wiping and polishing furniture and fixtures;
- Cleaning and disinfecting of washrooms;
- Sweeping and cleaning carpets and mats, including the doormats;
- Empting and cleaning Desk waste bins;
- Replenishing toiletries in the washrooms;
- Upkeep and maintenance of kitchens and replenishing of Consumables;
- Collecting, cleaning and setting utensils, hot water and replenishing/refilling beverages;
- Preparation of boardrooms or meetings for meetings;
- Executing Tea preparation services; preparing Tea, Coffee and Water;
- Responding to any accidental spillages or similar problems in all office prestigious areas;
- Maintenance of indoor plants;

3.1.2. On a weekly basis, the contractor shall provide
- Vacuum cleaning floor carpets and mats;
- Cleaning accessible interior and exterior of windows and door surfaces;
- Cleaning and removing of cobwebs on walls;
- Sporting of the walls;

3.1.3. On a monthly basis
- The contractor will provide cleaning services by stripping the ceramic floors and quarterly dusting;
- Cleaning window blinds and shampoo;
4 PRICE AND PAYMENT

4.1 The Bank shall pay the Contractor in respect of the Services including any and all costs, fees and expenses whatsoever incurred by the Contractor in performing its obligations under this Contract, the charges set forth on Schedule 2 hereof.

4.2 Payment for services rendered shall be submitted on a valid tax invoice. The Contractor shall submit said invoice to the Project Manager with an order number as quoted on the invoice.

4.3 Payment shall be made by way of electronic funds transfer to the bank account nominated by the Contractor to the Bank in writing.

4.4 The payment shall be made upon satisfaction that the services rendered meet the required standards and specifications of this Contract within thirty (30) working days after receipt of the related invoice.

4.5 The total price for the services is MZN XXXXXX per month. In accordance with section 4.3 of the service Contract, payment shall be made monthly within 30 days of receipt of an invoice.

4.6 The Bank, its assets, property, operations, transactions and income are exempt from all forms of taxation including property rates, customs duty, value added tax and registration fees, in accordance with the provisions of the Agreement establishing the African Development Bank (to which the Republic of Mozambique is a signatory), and the Agreement establishing the Bank’s Regional Office on the territory of the Republic of Mozambique. Accordingly, the Contractor shall not claim from the Bank any taxes, levies or any other charges in relation to this Contract or the Services provided by the Contractor to the Bank.

4.7 The Contractor may charge interest (both before and after judgement) at 1.5% per annum above the base lending rate of Barclays Bank Plc as shall be in force from time to time on amounts which are not paid by the date upon which they become due until the date of payment.
4.8 The Contractor may terminate this Contract if the Bank fails, within a period of forty-five (45) days after the due date, to pay any amount due to it in respect of which no dispute has arisen.

5.5. BANK’S OBLIGATIONS

5.6. The Bank will notify the Contractor of any dishonest, wrongful, negligent acts or omissions of the Company’s employees or agents in connection with the Services as soon as possible after the customer becomes aware of them. The Bank’s failure to so notify the Contractor shall not affect the Contractor’s liability for such acts or omissions under this Contract or under any applicable law.

6. CONTRACTOR OBLIGATIONS

6.1. The Contractor is obliged to provide all necessary staff and has the exclusive responsibility to fulfill all employer obligations arising from any legal provisions affecting the contractor and benefiting such staff, including of course all social security provision.

6.2. The contractor is obliged to obtain at his/her expense an insurance policy against theft and/or loss of office supplies and equipment, covering an amount equivalent to the value of the property in the Country Office, to be endorsed by the contractor in favor of the Bank, or using some other formula that is acceptable. The contractor shall submit to the Country Office a copy of the insurance policy together with proof of payment of the premium.

6.3. The contractor is obliged to repair or replace any damage or breakage of office supplies and equipment or building installations caused by its staff. Furthermore, the Contractor is obliged to respect the code of conduct of the Bank.

7. LIMITATION OF LIABILITY

7.1 In no event will either Party be liable, whether claimed in breach of contract, delict or under statute for any incidental, indirect, special, punitive, exemplary or consequential damages or losses.

7.2 The liability of either Party to the other for breach of the terms of this Contract shall not exceed the annual value of this Contract for any one incident or series of related incidents.

7.3 Without prejudice to the limitation of the Contractor’s liability provided in Clause 6 above, the Contractor shall have no liability to the Bank in any circumstances under or in the course of performing this Contract (whether under the express or implied terms of this Contract, or in tort (including negligence or breach of statutory duty) or in any other way and whatever the cause) for: (a) any Loss of whatsoever nature directly or indirectly caused by or contributed to or arising from ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or (b) any Loss arising out of or related in any way to asbestos or asbestos-containing materials; or (c) any Loss or damage sustained which is not a direct cause of the Contractor, its employees or agents’ direct gross negligence, willful misconduct or omission acting within course and scope.
of their employment. For purposes hereof, “Loss” means any loss or damage suffered by the Bank, howsoever arising, caused by any default, negligence, breach of duty or other wrongful act or omission (including any deliberately wrongful act or omission and any breach, however fundamental, of any express or implied term of this Contract) by the Contractor, its employees or agents under or in the course of performing this Contract.

7.4 Notwithstanding any clauses in this Contract, both Parties will use reasonable measures to mitigate any losses and damages that may occur.

8 FRAUD AND CORRUPTION

8.1 The Contractor represents and warrants that no employee of the Bank involved in the award of this contract, has received, or will receive, directly or indirectly, any benefit or advantage from the Contractor or any of its employees, agents, affiliates, contractors, subcontractors or other persons deriving authority from the Contractor (the “Contractor’s Associates”), resulting from the award of this contract or its performance.

8.2 If the Contractor or any of the Contractor’s Associates is found to have engaged in any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice in connection with this Contract, the Bank may, in its sole discretion, do any or a combination of the following: (i) declare void or terminate this Contract without liability for payment of all or any part of amounts otherwise payable under this Contract; (ii) declare the Contractor ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Contractor.

8.3 For purposes hereof:

“Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

“Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

“Corrupt Practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

“Fraudulent Practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

“Obstructive Practice” is (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the
investigation, or (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights.

9 FORCE MAJEURE

9.1 Neither Party shall be liable for a failure to perform any of its obligations under this Contract, if the Party concerned proves such failure was due to any impediment beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Contract or to have avoided or overcome it or its consequences.

9.2 The term “impediment”, as used herein shall include unforeseeable events, not within the control of either Party, such as, in particular, acts of God, laws or regulations, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, embargoes, civil disturbances insurrections, riots., epidemics, landslides, earthquakes, storms, lighting, floods, washouts and explosions.

9.3 If a Party considers that any such impediment has occurred, which affects performance of its obligations, it shall promptly notify the other Party giving full particulars in writing of such impediment, including its probable duration and its effect on the Party’s ability to perform. In the event the delay or failure subject of this clause extends for more than thirty (30) days after the notification, the Party able to perform shall have the right, by giving written notice to the non-performing Party, to terminate this contract.

10 LABOUR LEGISLATION COMPLIANCE

10.1 The Contractor undertakes to remunerate its employees in terms of hourly rate in accordance with and as regulated by applicable law.

10.2 The Contractor undertakes to avail the salary slips of their personnel to the Bank to monitor their performance on labour legislation and compliance should it be requested.

11 LABOUR UNREST INCIDENTS

11.1 The Contractor must provide the Bank with an emergency plan that will cover instances where service are interrupted by labour unrest and related disputes.

11.2 The Bank is not bound to pay for services not provided during unrest.

11.3 The Bank reserves the right to terminate the contract where the cleaning personnel of the Contractor interrupt the Bank’s services because of labour unrest or dispute.

11.4 The Contractor’s personnel are prohibited from conducting any demonstration at and or outside the Premises.
12 EXERCISING OF CONTROL OVER THE SERVICE

12.1 Inspection of the Services shall be done by supervisory staff of the Contractor on a monthly basis.

12.2 The Bank reserves the right to monitor the service rendered by the Contractor at any time, in order to ensure that the Services are rendered in accordance with the agreed standard of service.

13 DOMICILIUM CITANDI ET EXECUTANDI

13.1 The Parties choose as their domicilium citandi and executandi for all purposes under this Contract, whether in respect of dispute resolution, notices or other documents of whatsoever nature, the addresses set out below:

African Development Bank
Mozambique Country Office
4th Floor – Rani Towers
Rua Tenente Osvaldo Tazama,
Maputo, Mozambique

(Insert Address of the contractor)

13.2 Any notice, acceptance, demand or request given in terms of this Contract shall be in writing and served to the other party.

13.3 A party may by notice to the other party change its domicilium citandi et executandi to another physical address (not a Post Office Box) in the Republic of Mozambique, provided that the change shall become effective on the date of receipt of the notice by the other party.

13.4 Any notice, acceptance, demand or request to be given or made in terms of this Contract shall be in writing and have been duly made or given when delivered by hand, or by certified mail to the domicilium citandi et executandi of the party to whom it is addressed.
MISCELLANEOUS

14.1 This Contract constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Contract, and the Parties will not be entitled to rely, in any dispute regarding this Contract, on any terms, conditions or representations not expressly contained in this Contract.

14.2 If any of the provisions of this Contract should be held to be invalid or unenforceable or illegal or cannot be enforced as a result of any rule or law or public policy, such provision shall be severed and the validity and enforceability of the remaining provisions of this Contract shall not be affected thereby, and shall remain valid and enforceable.

14.3 Any waiver by any Party of a breach of any term or condition of this Contract shall not be construed as a waiver of any subsequent breach of the same or any other term or condition hereof.

14.4 No latitude, extension of time or any other indulgence which may be given or allowed by either Party to the other in respect of any payment provided for in this Contract or the performance of any other obligation, shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or negation of, or otherwise affect, any of that Party's rights in terms of or arising from this Contract, or stop such Party from importing, at any time without notice, strictly and punctual compliance with each and every provision or term hereof.

14.5 The Contractor shall keep accurate and systematic books, records, documents and other evidence of the performance of the Services in such form and detail as prior agreed upon between the Parties. The Contractor shall afford or cause to be afforded, at all reasonable times (but not more than once per annum), the opportunity to audit, review, evaluate or inspect activities in furtherance of, or otherwise relating to, this Contract, and shall use its best efforts to ensure access by the Bank or relevant auditor, reviewer or evaluator or their respective representatives or agents to all relevant officers, employees, affiliates, contractors, representatives and agents of the Contractor. The Bank shall ensure that it (and its auditors) complies with the Contractor's reasonable security or confidentiality requirements.

14.6 No amendments of, addition to, consensual cancellation or novation of this Contract in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment, addition, cancellation or novation is recorded in writing and signed by both Parties.
14.7 For the duration of this Contract and for 3 (three) months thereafter, neither Party shall, directly or indirectly, employ, solicit or offer employment to any employee of the other Party who is or was employed or involved in the provision of the Services, nor shall it solicit, entice, encourage or persuade any such employee to terminate his/her employment with the other Party.
IN WITNESS WHEREOF, the parties have caused this Service Contract to be duly executed on the respective dates specified below.

FOR: AFRICAN DEVELOPMENT BANK

The signatory warrants that he is duly authorised to commit the African Development Bank

Full names of signatory: MR. JOSEPH MARTIAL RIBEIRO
Title/Capacity: COUNTRY MANAGER, MZCO
Place: Maputo, Mozambique
Date:

FOR: THE CONTRACTOR

The signatory warrants that she is duly authorised to commit (The Contractor)

Full names of signatory:
Title/Capacity:
Place:
Date:

Full Names of Witness:
Signature of Witness:
ANNEX V – GENERAL AND SPECIFIC CONDITIONS

1.0 Constitution of Contract

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

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

2.0 Performance of Contract

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

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

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

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

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

4.0 Financial Liability, Immunities and Applicable Law

4.1 The financial liability of the Bank under this Contract/PO shall not exceed the total amount of the Contract/PO.

4.2 Nothing in the Contract/PO or relating thereto shall be construed as constituting a waiver of the privileges or immunities of the African Development Bank.

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

5.0 Insurance

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

6.0 Documents

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

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

7.0 Changes

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

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

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

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

The Country Manager  
African Development Bank  
4th Floor-Rani Towers  
Rua Tenente Osvaldo Tazama  
Maputo, Mozambique

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 Contractor ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Contractor. For purposes hereof:

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

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

13.0 Period of performance and Liquidated Damages

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

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

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

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

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

15.0 Intellectual Property and Confidentiality

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

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

16.0 Dispute Settlement

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

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

16.3 The arbitral tribunal shall comprise one arbitrator jointly chosen by the parties. However, where the parties are unable to reach an agreement within sixty (60) days of notification of the Conciliation Notice, the London Court of International Arbitration (LCIA) shall become the appointing authority.
16.4 The arbitration shall take place in, Juba, South Sudan and shall be in the English language.

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.

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.
## Annex x: PERFORMANCE EVALUATION OF SERVICE PROVIDER

<table>
<thead>
<tr>
<th>SERVICE PROVIDER</th>
<th>PURPOSE OF CONTRACT</th>
<th>REFERENCE OF CONTRACT</th>
<th>EFFECTIVENESS DATE</th>
<th>EXPIRY DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>EVALUATION PERIOD</th>
<th>OVERALL EVALUATION RATING</th>
<th>TOTAL MARK</th>
<th>OVERALL RATING IN %</th>
<th>PERFORMANCE LEVEL</th>
<th>EVALUATED BY</th>
<th>APPROVED BY</th>
<th>ENDORSED BY CGSP.2</th>
</tr>
</thead>
</table>

### EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>COEFFICIENT (1-3)</th>
<th>RATING (1-10)</th>
<th>TOTAL (Coeff. x Rating)</th>
<th>COMMENT</th>
</tr>
</thead>
</table>

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
<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9. PROACTIVE HANDLING OF PROBLEMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. PLANNING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. COMPLIANCE WITH LOCAL LAWS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. COMPLIANCE OF SERVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. IDENTIFICATION OF SERVICE PROVIDER (uniform, badge, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. MANAGERIAL EFFECTIVENESS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. COST CONTROL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. COMPLIANCE WITH STANDARDS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. UPDATE CAPACITY OF INSTALLED SYSTEM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. FLEXIBLE HOURS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. COMPLIANCE WITH CONTRACT CLAUSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. COMPLIANCE WITH TOR/ TECHNICAL SPECIFICATIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. RESPECT FOR ENVIRONMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22. INNOVATION OF SERVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23. SKILLS TRANSFER, TRAINING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**II. STAFF**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. AVAILABILITY OF CONTACT PERSON</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. NAME OF CONTACT PERSON (INTERFACE)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. PERFORMANCE, QUALIFICATION, COMPETENCE OF WORKER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. PUNCTUALITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. PROFESSIONALISM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. ADJUSTMENT CAPACITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. RESPONSIVENESS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. COMPLIANCE WITH INSTRUCTIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. CONFIDENTIALITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. TIMELINESS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. RESPECT FOR WORK ENVIRONMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. QUALITY OF COLLABORATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. MASTERY OF WORKING SOFTWARE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. CONDUCT / BEHAVIOUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. WORKING LANGUAGE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### III. SERVICES

<table>
<thead>
<tr>
<th>1. QUALITY OF SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. AVAILABILITY OF SERVICE</td>
</tr>
<tr>
<td>3. CLEANLINESS</td>
</tr>
<tr>
<td>4. QUANTITY</td>
</tr>
<tr>
<td>5. VARIETY</td>
</tr>
</tbody>
</table>