



BANK *Of* ZAMBIA

REQUEST FOR PROPOSALS

**PROVISION OF CATERING SERVICES TO THE TWO (02) CANTEENS
AT BANK OF ZAMBIA FOR THE YEAR 2014**

RFP NO. BOZ/PMS/ONB/02/2014

ISSUE DATE: 22ND JANUARY 2014

REQUEST FOR PROPOSALS (RFP)

PROVISION OF CATERING SERVICES

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BANK OF ZAMBIA

RFP NUMBER NO.BEZ/PMS/ONB/02/2014 - PROVISION OF CATERING SERVICES TO THE TWO (02) CANTEENS AT BANK OF ZAMBIA FOR THE YEAR 2014

1. The Bank of Zambia has made a provision towards the cost of outsourcing catering services for the Bank of Zambia Canteens at Head Office Lusaka and Regional Office Ndola and intends to apply part of the proceeds of this provision to cover eligible payments under the contracts for provision of catering services for Bank of Zambia for a period of one year.
2. The Bank of Zambia now invites sealed bids from prospective Bidders in the hospitality industry to submit technical and financial proposals for the provision of catering services for the following Bank of Zambia Canteens:-

Lot	Canteens	
1	i	Head office Canteen on the 2 nd Floor of the Bank of Zambia Annex Building, Lusaka
	ii	Head office canteen on the 3 rd Floor of the Bank of Zambia Annex Building, Lusaka
2	i	Regional Office canteen on the Ground Floor of the Bank of Zambia Executive Building, Ndola

3. The Bidder is allowed, at its option, to bid for an individual lot or for both lots, but in each case Bidders must quote for quantities specified in each lot. Bids not quoting for the quantities specified in a lot will be considered as non-responsive. The basis for bid evaluation and contract award will be by individual lot basis.
4. Interested Bidders may obtain further information from and inspect the bidding documents at the Bank of Zambia, Cairo Road, Lusaka, 7th Floor, Annex Building or Bank of Zambia, Regional Office - Ndola. The fax numbers are 211-221648 or 211 614251.

Late, faxed and electronic bids will be rejected.

5. Bidding documents may be purchased by interested bidders from either the Bank of Zambia, 7th Floor, Annex Building, Cairo Road, Lusaka or Bank of Zambia Regional Office, Buteko Avenue, Ndola, upon payment of a non-refundable fee of **One Hundred and Fifty Kwacha (K150.00)** inclusive of VAT or its equivalent in a freely convertible currency at the prevailing exchange rate, in cash or Bankers' cheque.

6. Sealed bids clearly marked “**PROVISION OF CATERING SERVICES FOR THE YEAR 2014 TO THE TWO CANTEENS AT BANK OF ZAMBIA - RFP NO. BOZ/PMS/ONB/02/2014**” must be deposited in the tender box situated on the 7th Floor, Annex Building, Bank of Zambia, Cairo Road Lusaka on or before **Wednesday 26th February, 2014 at 10:00 hours local time**. Tenders will be opened thereafter in the presence of bidders or their representatives who choose to attend.
7. The Bank of Zambia shall, in evaluating a bid, adjust the bid price in order to facilitate Preferential Evaluation of a bid as follows:
 - a) for a Citizen- influenced Company, by 4%
 - b) for a Citizen- empowered Company, by 8%,
 - c) for a Citizen- owned Company, by 12%, and Nationality of the bidder shall not be a condition for eligibility.
8. The renting of the Bank of Zambia Cafeteria will be accompanied with water, electricity, stove, tables, chairs and other fixed assets at a nominal fee to be discussed at the time of signing the contract.
9. This invitation is a competitive bidding process, thus to evaluate your bid, the following areas will play a critical factor and they include:
 - Staff experience and qualification
 - Firms experience in catering services
 - Understanding the assignment
10. Prospective Bidders are invited to attend a Pre-Bid Conference on **Wednesday 12th February, 2014 at 14:30 hours** in the Procurement and Maintenance Conference Room, 7th Floor, Annex Building.
11. Prospective Bidders are reminded to bring with them identification card /information to facilitate their entry into the Bank.

**Director-Procurement & Maintenance Services
Bank of Zambia
P O Box 30080,
LUSAKA**

**Tel: 260 211 228888
Fax: 260 211 221648**

Section 2. Information to Bidders

1. Introduction

- 1.1 The Bank of Zambia will select a firm in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Bidders are invited to submit a Technical Proposal and a financial proposal, or a Technical Proposal only, as specified in the Data Sheet for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The Bidder must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Bidders are encouraged to visit the Bank of Zambia before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidders' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Bank of Zambia will provide the inputs specified in the Data Sheet.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Bank of Zambia, are not reimbursable as a direct cost of the assignment; and (ii) ***the Bank of Zambia is not bound to accept any of the proposals submitted.***
- 1.6 It is the Bank's policy to require that Bidders under Bank of Zambia-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the borrower of the benefits of free and open competition.
 - (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - © will cancel the portion of the contract allocated to the firm if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Bidders or the Bank during the selection process or the execution of that contract.;
 - (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract; and
 - (e) will have the right to require that, in all Bank of Zambia contracts, a provision be included requiring Bidders to permit the Bank to inspect their accounts and records relating to the performance of the contract and to have them audited by Auditors appointed by the Bank.
- 1.7 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above sub paragraph 1.6 (d).
 - 1.8 Bidders shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.
 - 1.9 Bidders shall be aware of the provisions on fraud and corruption stated in the Standard Contract.

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| 2. Clarification and Amendment of RFP Documents | <p>2.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Bank of Zambia's address indicated in the Data Sheet. The Bank of Zambia will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Bidders who intend to submit proposals.</p> <p>2.2 At any time before the submission of proposals, the Bank of Zambia may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Bidders and will be binding on them. The Bank of Zambia may at its discretion extend the deadline for the submission of proposals.</p> |
| 3. Preparation of Proposal

Technical Proposal | <p>3.1 Bidders are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.</p> <p>3.2 In preparing the Technical Proposal, Bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.</p> <p>3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:</p> <ul style="list-style-type: none"> (i) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it. (ii) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the Bank. (iii) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. (iv) Reports to be issued by the Bidder as part of this assignment must be in the language(s) specified in the Data Sheet. It is |

desirable that the firm's personnel have a working knowledge of the Bank of Zambia's national language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Bank of Zambia (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to provide the required service (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information i.e. prices.

**Financial
Proposal**

3.6 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in the RFP

document. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

- 3.7 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on their personnel.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- 4.3 For each proposal, the Bidders shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Data Sheet**.
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.

	4.6	After the deadline for submission of proposals, the Technical Proposal shall be opened immediately thereafter by the evaluation committee. The Financial Proposal shall remain sealed deposited until all submitted proposals are opened publicly.
5. Proposal Evaluation General	5.1	From the time the bids are opened to the time the contract is awarded, if any Bidder wishes to contact the Bank of Zambia on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Bank of Zambia in the Bank of Zambia's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.
	5.2	Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any Contracts and Tender Committee (CTC) reviews and approval, are concluded.
Evaluation of Technical Proposals	5.3	The evaluation committee, appointed by the Bank of Zambia as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
	5.4	In the case of Quality-Based Selection, Selection Based on Bidder's Qualifications, and Single-Source Selection, the highest ranked firm or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in paragraph 1.2 and the Data Sheet.
Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-	5.5	After the evaluation of quality is completed, the Bank of Zambia shall notify those Bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Bank of Zambia shall simultaneously notify the Bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The

Budget, and Least-Cost Selection Methods Only)		opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
	5.6	The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Bank of Zambia shall prepare minutes of the public opening.
	5.7	The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Bank of Zambia will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official base rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet
	5.8	In case of QCBS, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
	5.9.	In the case of Fixed-Budget Selection, the Bank of Zambia will select the firm that submitted the highest ranked Technical Proposal within the budget ("evaluated" price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Bank of Zambia will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations.
6. Negotiations	6.1	Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
	6.2	Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Bank of Zambia and the firm will then work out final Terms of Reference. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the

contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Bank of Zambia to ensure satisfactory provision of the service.

- 6.3 The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services.
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Bank of Zambia expects to negotiate a contract on the basis of the staff named in the proposal. Before contract negotiations, the Bank of Zambia will require assurances that the staff will be actually available. The Bank of Zambia will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Bank of Zambia and the firm will initial the agreed contract. If negotiations fail, the Bank of Zambia will invite the firm whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Bank of Zambia will promptly notify other Bidders on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Bidders who did not pass the technical evaluation (paragraph 5.3).
- 7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.
- Information to Bidders

SECTION II.
BID DATA SHEET

- 1.1** The method of selection is: **Quality Cost Based Selection (QCBS)**
- 1.2** Technical and Financial Proposals are requested: **Yes**
Technical Proposal **MUST BE** put in a separate envelop from the Financial Proposal

Name of assignment: **Provision of Catering Services to the Two (02) Canteens at Bank of Zambia for the year 2014**

- 1.3** A proposal conference will be held: **Yes**

There will be a pre-proposal conference on 12th February, 2014 at 14:30 hours in the Bank of Zambia Procurement and Maintenance Service Conference Room on the 7th Floor, Annex Building, Lusaka.

The name, address, and telephone numbers of the Bank of Zambia's official are:

**Director – Procurement and Maintenance
Bank of Zambia,
Cairo Road,
Bank Square
P.O. Box 30080
LUSAKA
TEL. No. 228888**

- 1.4** The Client will provide the following inputs:

- i) Electricity
- ii) Water
- iii) Sewerage and

The Client will provide infrastructure facilities such as:

- Building, Furniture, Cold storage facilities,
- Some Kitchen equipment, Utensils and canteen equipment required for running the Canteen as listed in A and B below –

(a) Head Office

Equipment	Number
i) Bain Marie/Water Bath	2

ii)	Brat Pan	2
iii)	Cold Room	1
iv)	Deep Freezer	1
v)	Conventional Oven	1
vi)	Crockery Trolley	1
vii)	Extractor fan	2
viii)	Industrial Mixer	1
ix)	Industrial Potato Marsher	1
x)	Large Under Bath Chiller	1
xi)	Industrial Tin Opener	1
xii)	Manual Scale	1
xiii)	Industrial Cooker	2
xiv)	Chiller Room	1
xv)	Food Warmer	2

(b) Regional Office

	Equipment	Number
i)	Bain Marie/Water Bath	2
ii)	Cold Room	1
iii)	Deep Freezer	1
iv)	Extractor fan	1
v)	Industrial Mixer	1
vi)	Industrial Tin Opener	1
viii)	Industrial Cooker	3

1.5 Cost of proposal

The bidder shall bear all costs associated with the preparation and submission of the Proposal, the Bank of Zambia will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

2.1 Clarifications may be requested **14 days before the submission date and should be addressed to:**

Director – Procurement and Maintenance Services
Bank of Zambia
P.O. Box 30080
Lusaka
Tel.260-211-228888 Fax: 260-211-221648

Email: procurement@boz.zm

- 3.1 Proposals should be submitted in the following language(s): **English**
- 4.3 Bidders must submit an **original** and **two** additional copies of each proposal
- 4.5 Proposals must be submitted no later than the following date and time: **26th February, 2014 at 10:00 hours local time**

The proposal submission address is:

Director-Procurement and Maintenance Services
7th Floor Annex Building
Bank of Zambia
BANK SQUARE , CAIRO ROAD
P.O. Box 30080
Lusaka
Tel.260-211-228888 Fax: 260-211-221648

Bids must be deposited in the tender box marked

“RFP NO. BOZ/PMS/ONB/02/2014: Provision of Catering Services to the Two (02) Canteens at Bank of Zambia for the Year 2014 ” which is on the 7th Floor of the Bank of Zambia Annex Building in Lusaka. Information on the outer envelope should also include the title of the tender.

- 5.3 The evaluation of bids will be conducted in three stages namely, Preliminary, Technical and Commercial Evaluation. Bidders must be responsive to all the requirements at each stage before proceeding to the next stage. Bidders not complying with the requirements will not proceed to the next stage and will not be considered for award of contract.

Under Preliminary Evaluation

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Preliminary Evaluation will take into account the following information which **MUST BE** put in the Technical Proposal;

- i) Bid form signed by the bidder.
- ii) Bid validity period of at least 90 days from Tender Closing date.
- iii) Denomination of quotation in Kwacha.
- iv) Copies of original documents defining the constitution or legal status, including Certificate of Incorporation.
- v) Valid Latest Tax Clearance Certificate
- vi) Written Power of Attorney/Letter of authorisation of the signatory of the bid to commit the bidder. Other than a company's Attorney, the Power of Attorney/Letter of authorisation shall be issued by and signed by any authorized person (s) such as Managing Director. The full name and spacemen signature **MUST** be provided.
- vii) Certificate of Registration with the appropriate body.

Technical Evaluation and comparison of proposals

A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR). ***Prospective bidders must ensure that all information required herein is in the Technical Proposal.***

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor offering the lowest price.

The number of points to be given under each of the evaluation criteria are:

Points

Technical Proposal Evaluation Criteria		Points obtainable
1	Experience/Capacity of Organisation	
1.1	The prospective bidder should have successfully carried out Catering Services (café and buffet) in any industry/organisation/establishment for not less than 50 persons/ users on a normal working day in a single unit for a continuous period of one year.) Bidders to include documentary evidence of at least two authentic reference reports to demonstrate capacity to cater for a large institution.	10
1.2	The company should have a minimum of two (2) years experience in provision of Catering Services and should have been contracted by at least 3 reputable clients. (Bidder to indicate their strength with regard to the project management support e.g. Specialised knowledge, Experience on similar project, and project management controls)	05
1.3	Litigation and Arbitration history. The Bidder should indicate any information regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties concerned, and disputed amount. Bidder should indicate if no litigation occurred	05
1.4	Bidder to indicate proposed Training and developmental programme of staff during contract Period to show prospective bidder is always up skilling their staff.	05
1.5	Reports on the financial standing of the Bidder, such as profit and loss or Bank statements for the past 2 years and evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resource .The financial net worth of the bidder shall not be negative during the financial years 2010 and 2011	05
1.6	Quality assurance procedures. Bidder to show how they intend to maintain quality throughout the contract period	05
2	Experience, Skill and Qualification of Staff	
2.1	Canteen Manager/ Contract Manager should have at least a Certificate/Diploma in catering/Food	10

	Production or any relevant field from a Government recognized Institution, with at least five years experience in providing Catering Services. Attach CVs and copy of relevant certificates.	
2.2	Chefs shall have a minimum of 5 years experience in the field. Attach CVs and copy of relevant certificates.	10
2.3	Professional Category of personnel available in the rolls of the bidder's organization e.g. Dietician, Quality Control Officer. Indicate if such personnel is outsourced. Attach CVs and copy of relevant certificates.	05
2.4	The service personnel i.e. Waiters/Waitresses) should have an education of minimum 12 th Grade and adequate experience in catering services. They should be properly trained in providing services in an industrial/institutional Canteen. Provide evidence of 12 th Grade Certificates and/or catering certificate. Attach CVs and copy of relevant certificates.	05
2.5	Medical reports for catering staff for the assignment. Bidder to show willingness to comply with this requirement by stating that once contracted they would comply with the requirement to have medical reports.	05
3	Proposed Work Plan	
3.1	Satisfy the Bank of Zambia Schedule of Requirements and comply with the Bank of Zambia Specifications/requirements indicated in the Scope of Services and Terms of Reference. Bidders are expected to state that they shall comply with the scope of service	10
3.2	Be able to plan variety of food as reflected in the proposed menu/such as continental, African dishes etc. Bidders are required to propose a menu.	10
3.3	Be able to offer catering Services offered with respect to basic workers rights throughout the supply chain, from production, processing, trade and supply i.e. no forced labour and no child labour. (bidder to give comment on workers' rights and show willingness to comply with labour requirements). Adhere to the country's current minimum wage.	05
		100

NOTE: Prospective bidders must ensure that all information required herein is in the Technical Proposal.

The formula for determining the financial scores is the following:
(Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula)

The weights given to the technical and financial proposals are:

T = 70%

P = 30%

In addition to the above evaluation criteria, a site visit by a multi discipline Bank of Zambia team shall be undertaken to validate the information given against each of the above criteria. The findings of the site visiting team shall also be taken into account when awarding contract.

5.7 The currency of conversion of various currencies will be the Zambian Kwacha

6.1 Bank of Zambia
BANK SQUARE
P.O. Box 30080
Lusaka

7.2 The assignment is expected to commence after contract signing.

Section 3. Technical Proposal - Standard Forms

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions of Bidders on the Terms of Reference and on data, services, and facilities to be provided by the Bank of Zambia.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Bank of Zambia]

Ladies/Gentlemen:

We, the undersigned, offer to provide the catering services for [*Title of catering services*] in accordance with your Request for Proposal dated [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Please indicate Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

3B. FIRM'S REFERENCES
Relevant Services Carried Out in the Last Three Years
That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current ZMK):
Name of Associated Bidders, If Any:		Nº of Months of Professional Staff Provided by Associated Bidders:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

3C. Comments and Suggestions of Bidders on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Bank of Zambia

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Bank of Zambia:

- 1.
- 2.
- 3.
- 4.
- 5.

3D. Description of the methodology and Work Plan for Performing the Assignment

3E. Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

3F. FORMAT of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: ____

Name of Firm: _____

Name of Staff: _____

Profession: ____

Date of Birth: _____

Years with Firm/Entity: ____ Nationality: ____

Membership in Professional Societies: _____

Detailed Tasks Assigned: ____

Key Qualifications:

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

Education:

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

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Bank of Zambia references, where appropriate. Use about two pages.]

Languages: N/A.

Certification:

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

Date: _

[Signature of staff member and authorized representative of the firm] *Day/Month/Year*

Full name of staff member: _____

Full name of authorized representative: _____

3G. FORMAT of Letter of Authorisation

[Company letter head]

[Name and address of bidder]

To: [Name and address of client]

LETTER OF AUTHORISATION

[Name and address of bidder] is participating in a tender for Bank of Zambia for [Tender Title and Number].

This is to Authorise [indicate full names and Title], to sign all documents on behalf of the company pertaining to [Tender Title and Number] and present the same, binding the bidder to the contract.

Find below specimen signature for the appointed officer.

[Specimen signature]

For [Name and address of bidder]

Director

Date:.....

Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form.**
- 4B. Summary of costs.**
- 4C. Breakdown of price per activity.**
- 4D. Breakdown of remuneration per activity.**

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

Ladies/Gentlemen:

We, the undersigned, offer to provide the catering services for *[Title of catering services]* in accordance with your Request for Proposal dated *[Date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., *[Please insert Date]*.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

4B. SUMMARY OF COSTS

Costs	Currency	Amount(s)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

4C. BREAKDOWN OF PRICE PER ACTIVITY

Menu : _____	Menu : _____	Description: _____
Price Component	Currency	Amount(s)
Main Meal		
Starter		
Dessert		
Subtotal		_____

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____	Name: _____
--------------------	-------------

Names	Position	Input	Remuneration Currency Rate	Amount
Regular staff				
Local staff				
Bidders				
Grand Total				_____

SECTION 5. TERMS OF REFERENCE

PROVISION OF CATERING SERVICES TO BANK OF ZAMBIA CANTEENS AT HEAD OFFICE AND REGIONAL OFFICE FOR A PERIOD OF TWO YEARS.

1. OBJECTIVE

- a. To provide high quality catering services which will compete favorably with other institutions providing similar services
- b. Timely provision of high standard and consistent quality menus throughout the period.
- c. To professionally manage existing catering facilities and infrastructure as well as recommend to the Bank of Zambia management, any improvements to be made.
- d. Be able to cater for staff who have special dietary needs.
- e. Be able to provide other staff related services as may be approved by the Bank.
- f. Provide catering services from Monday to Friday of each week

2. BACKGROUND INFORMATION

The Bank of Zambia has two canteens at Head office, Lusaka along Cairo Road and one canteen at Regional Office along Buteko Avenue. The Head Office has a maximum of **487** staff whilst the Regional Office has a maximum of **120** staff. The canteens have catering Equipment that will be availed to the service provider on rental basis.

3. SCOPE OF SERVICES

- 3.1 The successful bidder(s) is expected to serve three course meals for lunch, primarily to Members of staff during week days. Breakfast may be provided on request during week days. From time to time the Bidder may be called upon on Special arrangement, to provide meals during special occasions such as workshops and other functions at short notice. The successful bidders shall be expected to provide breakfast, soft drinks and beverages to members of staff on an individual basis.

- 3.2 The bidder shall provide catering services to the following Bank of Zambia Canteens:

Lot	Canteens	
1	i	Head office canteen on the 2 nd Floor of the Bank of Zambia Annex Building, Lusaka
	ii	Head office canteen on the 3 rd Floor of the Bank of Zambia Annex Building, Lusaka
2	i	Regional Office canteen on the Ground Floor of the Bank of Zambia Executive Building, Ndola

- 3.3 The services required at the/each one site are detailed below: -

- 3.3.1 Restaurant service** - Available at times as specified each day, for the provision of hot and cold meals, snacks, baguettes, sandwiches inclusive of healthy eating options and using fresh in season organic and farm assured fruit, vegetables meat, poultry and dairy ingredients with fish from approved sources, which must be provided for in your menus within the proposal. A range of beverages shall be available in which fairly traded and organic products should be options for consumers/customers to choose. The Contractor shall be able to cater for staffs that have special dietary needs
- 3.3.2 Buffet lunches** - for conferences, meetings and special occasion. A proposal showing a range of buffet options designed for various function types and giving organic, farm assured and fairly traded options will be required at the tender stage. Indicative pricing shall be given for options given.
- 3.3.3 Vending Services** - Confectionery and cold drinks, to be kept stocked and priced consistently with counter prices. A range of organic farm assured and fairly traded products shall be included within the stocking policy of vending. All fresh foods shall not remain in the machines for longer than 24 hours

Food will be self-service from platters. For buffets and meals, appropriate menus or signage will be displayed to inform customers of the content. Vegetarian products and items for special dietary requirements (e.g. religious, health, cultural) will be segregated and signed clearly. Plates, cups and cutlery shall take account of the need to promote sustainability.

The Contractor shall serve Tea/Coffee/ Biscuits/Snacks etc. to the employees and guests as required and on payment, and shall provide various services at official

meetings, training programs, farewells, conferences, special get-togethers and at various functions, in or outside as may be required.

3.4 Obligations

The successful bidders shall be expected to meet the following costs

- i) Rentals (for building and equipment)
- ii) Exclusive disposal of garbage generated from the kitchen
- iii) General cleanliness of the canteen including provision of detergents and other cleaning utensils.
- iv) Weekly thorough cleaning of the canteen.
- v) Replacing/repairing damaged Bank of Zambia equipment and kitchen utensils

The bidder is expected to provide good quality/presentable equipment.

- i) Table cloths
- ii) Trays
- iii) Dinner Plates
- iv) Soup Plates
- v) Desert Plates
- vi) Cutlery (Tea Spoons, Desert Spoons, Folks, Table Knives, Soup Spoons)
- vii) Flower Vases
- viii) Water Jugs
- ix) Tea Urn
- x) Pressing Iron
- xi) Service Dishes
- xii) Salt Cellars/Pepper Cellars
- xiii) Water Glasses
- xiv) Sauce Pans
- xv) Salamander – for grilling
- xvi) Chaffing Dishes
- xvii) Serving Spoons
- xviii) Mixing Bowls
- xix) Graters
- xx) Chopping Boards
- xxi) Serviettes- cloth and paper
- xxii) Tilt Pan
- xxiii) Steaming Pots

-
- xxiv) Mixer
 - xxv) Kitchen Utensils
 - xxvi) Any other Equipment the Bidders may deem necessary for provision of the service.

3.5 Service Standards

- 3.5.1 Service is required Monday to Friday throughout the year, except on Public Holidays.
- 3.5.2 Service must be prompt, friendly and efficient, recognising the needs and circumstances of the customer.
- 3.5.3 It is essential that the Contractor is flexible and responsive to the service needs of the Bank. Changes may be required at relatively short notice.

3.6 PROCUREMENT OF INGREDIENTS

- 3.6.1 The Service Provider shall place necessary orders with the suppliers in connection with the running of the Canteen in his own name and ensure that adequate stock of provisions are kept at all times, at his own cost.
- 3.6.2 The Contractor shall ensure that only first quality ingredients as per requirements stipulated in the tender are used for preparation of eatables. BOZ's authorized officials, and/or a Performance Monitoring Committee appointed has the right to check the quality and reject any ingredient that is found to be sub-standard. Such of those ingredients rejected shall be disposed/ cleared from the premises. Alternate ingredients shall be arranged immediately under such circumstances and no compensation shall be payable in this regard. Further, the Contractor should ensure that there is no disruption to the canteen services on this account.
- 3.6.3 If the requirement of any ingredient is not mentioned in the tender, for such items it is understood the bidder has to supply first quality ingredients for preparation of food items. BOZ reserves the right to indicate the best available quality at that time and same will be binding on the contractor. The bidder has to maintain consistency in quality of ingredients to be used for preparation of food items for entire currency of contract.

3.7 QUALITY OF RAW MATERIALS

- 3.7.1 Only those items carrying Certification of the Zambia Bureau of Standards

should be used, where such certification is available in any class of items. The Contractor shall use only standard materials for preparation of food and other items. Vegetables / Fruits should be tendered fresh from market on day-to-day basis preferably from reputable suppliers. Fresh Vegetables of good quality on day- to-day basis should be procured from reputable suppliers or stalls. The source of supply should be disclosed.

- 3.7.2 The Service Provider shall not be entitled to serve pre-cooked food items purchased from an outside vendor excepting items like Mineral Water, Sweets, Ice-creams, Cool drinks (Bottled & Tetra Packets) in the canteen premises, unless specific prior permission is obtained from BOZ.
- 3.7.3 No compensation shall be payable for items rejected for whatever reason. Further, the Contractor should ensure that there is no dislocation to the canteen services on this account.
- 3.7.4 The Service Provider shall maintain quality and quantity in respect of the menu served in the canteen. In the event of any dispute in regard to the quantity and quality of the menu, proportionate deduction shall be made from the bills payable to the Contractor and the decision of BOZ shall be final and binding.

3.8 Hygiene and Food Safety

Food must be presented and served at an appropriate temperature for safety and eating quality. These temperatures must be set by the Contractor for its staff and monitored at appropriate times. Presentation and service must enhance the attractiveness of dishes. Customers must be made aware of the contents of dishes, particularly where ingredients might give rise to allergic reactions (such as nuts).

The Contractor shall:

- Comply with all legislation and regulations including the Public Health Act Cap.295 , Food and Drug Act 303
- Use due diligence in the procurement, storage, preparation and usage of all food materials;
- Develop and implement appropriate operational policies, procedures and practices to ensure food safety and hygiene standards are maintained at all times that comply with a” Safe Catering” programme. The Contractor shall provide assurance in the form of documentary evidence that this has been done;

-
- Require any supplier, manufacturer, wholesaler, distributor or other party involved in the Contractor's supply chain for this Contract to comply with all appropriate Food Safety and Labeling legislation, and any other subsequent amendments or changes made during the term of this contract.
 - Maintain systems for ensuring food is handled, stored, prepared and cooked appropriately and provide daily evidence of food temperature control at the key points of delivery including time and temperature of should be based upon: the maintenance and reestablishment of healthy populations of targeted species; the maintenance of the integrity of eco-systems; the development and maintenance of effective fisheries management systems taking account of all relevant biological, technological, economic, environmental and commercial aspects; and compliance with relevant local and national local laws and standards and international understandings and agreements. .

3.9 PREPARATION OF MENU AND INSPECTION

- (a) The services of the Contractor will be monitored by one or more designated / authorized officials of the BOZ or a Performance Monitoring Committee and all day-to-day activities and immediate instructions will be conveyed to the Contractor through him/them on day to day basis.
- (b) BOZ at all times reserves the right to inspect eatables, beverages, food, etc. prepared by the Contractor to ensure quality. Such items, which are rejected by the duly authorized officials of BOZ during inspection, should not be used for services in BOZ canteen and should be disposed / cleared from the premises immediately. The Contractor should ensure that there is no disruption to the canteen services on this account.
- (c) The Service Provider shall use the best practice and legally mandated food and industry-standard storage and handling procedures.
- (d) The Service Provider shall exercise all reasonable imagination, creativity and good taste in the planning, preparation and serving of the meals and shall conscientiously strive to prepare and serve food in accordance with the diners' desires regarding quality, taste, appearance, nutritional value and variety.

-
- (e) The acceptable quality standard should reflect best practice and remain within the legal standards applicable and altered from time to time within the catering industry and covered by the Food Law Guide as shown on the Food Standards Agency web site. Where applicable the contractor will be expected to take note of the guidance and standards laid down by such authorities as the Meat and Livestock Commission, the Public Health Act guidelines on meat and fish as well as organic approval organisations.
 - (f) The catering offer must be capable of being operated successfully within the constraints of space, facilities and services. The quality, freshness and presentation of food should be consistent throughout the meal service.
 - (g) Throughout the contract period, the Contractor shall develop menus that avoid menu fatigue or boredom. Seasonal and fresh produce shall be used in preference to frozen, tinned, dried, or otherwise preserved foodstuff. The Supplier shall be aware of all potentially harmful additives and preservatives and ensure that the composition of dishes excludes additions.
 - (h) The specification represents the minimum food standards that the supplier is required to provide and shall be reflected in the sample menus submitted which, should the tenderer be successful, shall be presented weekly showing daily changes, enabling customers the opportunity to select well-balanced, nutritious meals. Please note that the healthiest cooking methods should be employed in the preparation of all meals on site.
 - (i) All menus displayed in the restaurant must highlight meals that contain special garnishes, organic ingredients, Fair Trade products etc. In addition it must be clearly signposted that healthy eating and nutritious alternatives are being provided.
 - (j) The Contractor shall provide menus that reflect the needs of ethnic minority customers, whether for cultural or religious reasons, in the planning and promotion of menus and selection of dishes. some frozen produce retains its nutritional value. Some items such as peas, corn etc can be used.
 - (k) Menu items, both hot and cold, provided shall promote wholesome, healthy and nutritious food as well as providing customers with an opportunity to reduce salt, fat and sugar and increase fibre.

3.10 MANPOWER FOR RUNNING THE CANTEEN

-
- 3.10.1 The Contractor shall provide one supervisor at all times the canteen is open, to monitor day-to-day functioning of the canteen.
- 3.10.2 No person shall be deployed for any job under this contract, if he is less than 18 years of age.
- 3.10.3 The Contractor shall employ his own Workmen/Supervisors to run the Canteen and he shall make his own arrangements to engage the required manpower. The Bank has the right to specify the minimum number of manpower required to run its Canteen and to demand for additional persons for Special services as and when required. The Contractor should also deploy adequate manpower exclusively for the maintenance of cleanliness inside/surrounding the canteen premises, dining areas, dining table & chairs, ceiling fans, exhaust, tube fittings and other equipment (including lavatory and bathrooms attached for the specific use of the canteen contract workmen).

Notes:-

- a. The working hours of the workers may be as per Zambia Catering Establishment Act, but it should take into account the BOZ's required service timings.
- b. The Contractor is to man the stores/inventory/accounting activities with separate manpower. Service workers at Service points .The Contractor should provide adequate manpower & maintain catering service without any disruption.

3.11 MEDICAL EXAMINATION

- (a) The Contractor shall maintain proper standards of food safety, personal hygiene and personnel apparel, in accordance with the Industry Guide to Good Hygiene Practice at all times. Staff must be smart, wearing a clean uniform of a design to be agreed by the Bank. All staff must be appropriately dressed for their functions with protective clothing (including low heeled, non-slip sole shoes) when cooking, Catering and carrying out other tasks.
- (b) All staff/workmen of the Contractor employed for handling the food items should undergo periodical medical checking as and when BOZ deem it necessary and as required. Bidder has to deploy medically fit personnel for the services envisaged and BOZ's decision on fitness of the personnel so deployed will be binding on the contractor. The contractor shall maintain medical check-up register along with the medical reports at all times.

-
- (c) The Service Provider shall arrange to carry out medical examination of his personnel at his own cost at periodic and regular intervals, so as to ensure that they are totally free from any infection/ disease that can be transmitted through food or other supplies/services. Such medical examination should be held at least once a year and should include:-

- a. Physical including Chest X-Ray
- b. Urine Routine
- c. Stool Routine
- d. In case any of the personnel engaged by the Service Provider is found to be suffering from any communicable disease at any point of time, the Service Provider shall arrange to replace such personnel

3.12. CANTEEN MAINTENANCE AND OTHER JOBS

In addition to cooking and serving to our employees, as detailed out in this document, the contractor is also responsible for upkeep (except painting/colour wash). The following activities including all Catering activities / disposal of canteen waste, upkeep of in and around the canteen, kitchen, dining areas and all conference halls (after service) are in the scope of the contractor. No separate charges will be paid for these activities/disposal of canteen waste, etc.

3.12.1 CANTEEN SEWAGE LINES CLEANING

- (a) Cleaning the sewage water lines (both opened and closed), manholes and pits around BOZ Employees' canteen periodically.
- (b) Remove canteen waste from the sewage lines running in and around the canteen (opened & closed), manholes and pits on regular basis and store it into the drums. Also, the food waste, vegetable leaves and any garbage to be safely removed on daily basis and properly disposed.
- (c) Remove the canteen waste and clean the open drainage inside the canteen premises at the following location on regular basis:-
 - o Kitchens
 - o Vessels Washing Areas

-
- o Wash Basins
 - o Grinder Rooms
 - o Drainage from kitchens to pumping areas

- (d) Canteen waste solids blocked into the drainage are to be collected then & there and dumped into the big plastic buckets to be kept for the purpose by Contractor. The waste/solids kept in the drums to be transported daily to garbage, vermin compost and disposed off safely and in eco friendly manner.
- (e) Clean the strainers fixed in the drainage line regularly to remove the choke for free flow of water. The strainer should be placed in its position always.
- (f) The service provider shall ensure that solid waste materials are not dumped into the drains. All such solid wastes must be removed from the utensils prior to washing. Any block either on the sewage lines (open & closed), manholes and pits shall be removed then and there by deploying additional manpower as required. No extra cost will be paid for such work.
- (g) All tools and tackles required to perform the subject work shall be arranged by the Contractor at his own cost.

3.12.2 CANTEEN UTENSILS/CUTLERIES/GLASSWARE CLEANING

Sterilization of plates, spoons, tumblers etc. and Catering of utensils/ crockeries/ cutleries/ glassware, etc. should be properly done by the Contractor and the Catering materials required for this purpose shall be at Contractor's expense.

3.12.3 HOUSE KEEPING - MAINTENANCE OF MAIN DINNING AREAS KITCHEN/STORES AREAS AND DINNING AREAS

- (a) The Service Provider shall maintain utmost hygiene in the canteen premises and ensure that the premises, utensils and equipment are kept in neat and tidy condition.
- (b) Dining areas and Kitchen/Stores are to be maintained by the Contractor. The dining areas are to be mopped and kept

clean and tidy during each shift. The contractor has to adopt mechanized Catering methods to keep the main dining areas and service points to keep clean, neat and tidy. The Contractor shall arrange for room spray for all the dining areas regularly especially before commencement of service. Dining Areas are to be cleaned immediately after the service/meeting is over. The hygiene at Dining Areas and Kitchen/Stores areas has to be given utmost importance and noncompliance will be viewed seriously and shall be dealt as per tender conditions. The bidder has to furnish the Job procedure, mechanized Catering equipments to be adopted, System and Policy for housekeeping at Dining Areas, and Kitchen/Stores Area along with techno-commercial offer of the tender document.

- (c) The Catering materials for this purpose shall be within the purview of the contractor. The Contractor shall propose the chemicals supplied but must ensure the products bear ISI or other quality marks. They shall do the Catering with appropriate Catering brushes/clothes/brooms. The quantity of above Catering chemicals shall be adequate and shall be augmented as per directions of Maintenance -in-charge.
- (d) Hand towels and soap oil dispensers at the Dining Areas, are to be provided by the Contractor. The towels are to be changed for every service and the soap oil is to be re-filled, more frequently as per the requirement.
- (e) The Contractor shall maintain a system of monitoring these activities for ensuring effectiveness.

3.13. WASTE MINIMISATION, RECYCLING AND DISPOSAL

3.13.1 Refuse is to be collected by the Contractor and removed to the designated area, where it is to be put into appropriate containers for re-cycling and composting with the residue safely stored for disposal as refuse. The Contractor is to co-operate with the Bank in encouraging customers to place their waste in segregated bins within the catering areas. The Contractor is to promote actively programmes that encourage the reduction in the amount of waste that is generated.

3.13.2 The Contractor is to manage and dispose of waste products, materials and

substances arising from the supply of the goods or service in compliance with the Environment Protection and pollution Control Act and other relevant regulations; meet best industry practices and result in the least hazard to the environment; reduce waste by for example separating recyclable waste from waste going to landfill or incineration; and separate non-hazardous from hazardous waste, which has higher disposal costs.

3.13.3 The Contractor shall reduce the amount of waste produced from meals not consumed and waste more generally by:

- Avoiding the use of disposable cutlery, plates and cups
- Serving milk, condiments and sauces in re-usable containers where it does not compromise food safety; and
- Minimising packaging.

3.14 Auditing and Performance Monitoring

3.14.1 The Contractor shall monitor its own performance based on the methodology and key performance indicators (KPI's) agreed during the contracting process, including as a minimum.

3.14.2 The Bank will monitor the Contractor's performance on the agreed basis. The Contractor shall maintain appropriate records and provide the Bank with such information and data, on a monthly basis, to monitor operating/financial performance. In the event of an unsatisfactory level of quality being sustained, the Contractor will be notified of the defaults and the time by which they must be rectified. If performance remains unsatisfactory, the contract may be terminated as set out in the Conditions of Contract.

3.14.3 The Contractor shall permit the Bank or its representative's at all reasonable times to enter the Catering Areas for the purpose of inspection.

3.14.4 The Bank reserves the right to audit the Contractor's accounts that are relevant to this contract and the premises and systems of the suppliers to the Contractor.

3.15 Contract Management

The Contracting Bank will actively manage the contract by:

3.15.1 Appointing a Contract Manager who will be responsible for all aspects of

the catering Contract and will be the point of communication between the Contracting Bank and the Contractor. The Contractor will be informed in writing of any change in responsibilities.

3.15.2 The Contractor is required to appoint and inform the Contract Manager of the person who is to be their manager, who will be their point of communication and be authorised to speak on their behalf. The Contract Manager must be informed in writing of any changes in the Contractor's responsibilities.

3.15.3 The Contract Manager and the Contractor's manager will hold formal monthly meetings to discuss the performance of the Contractor and the Services. The dates and format for the meetings will be agreed. The Contractor will provide monthly performance reports and analysis including data on the agreed key performance indicators.



BANK *Of* ZAMBIA

SAMPLE

CONTRACT FOR CATERING SERVICES

Bank of Zambia

SAMPLE CONTRACT FORM

accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Company's records relating to amounts payable under this Contract during its term and any extension, and for a period of three months thereafter.

- 5. Performance Standard** The Company undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Company shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality** The Company shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Insurance** The Company will be responsible for taking out any appropriate insurance coverage.
- 8. Assignment** The Company shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 9. Law Governing Contract and Language** The Contract shall be governed by the laws of the Republic of Zambia, and the language of the Contract shall be **English**.
- 10. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Zambia.

FOR THE CLIENT

FOR THE COMPANY

Signed by _____

Signed by _____

Title: _____

Title: _____

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Bank” means Bank of Zambia
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the

GC may be amended or supplemented.

- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

**1.2 Law
Governing
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

**1.6 Authority of
Member in
Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.7 Authorized
Representa-
tives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

1.9.1 Definitions

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as Consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

- (a) defines, for the purpose of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be Taken

- (b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- © will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive

practices in competing for, or in executing, a Bank-financed contract;

1.9.3 Commissions and Fees

- (d) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible

about the occurrence of such an event.

**2.5.3 Extension
of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

**2.6.1 By the
Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- © If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 *By the
Consultant*

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- © If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 *Payment
upon
Termination*

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 *Standard
of
Performance*

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

- 3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - © any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key

Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- © The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above

the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	<p>{The words “in the Government’s country” are amended to read “in Zambia”</p> <p>The Applicable law shall be :The law of the Republic of Zambia</p>
1.3	The language is English
1.4	<p>The addresses are:</p> <p>Client:</p> <p>Bank of Zambia Bank Square Cairo Road P.O. Box 30080. LUSAKA</p> <p>Attention: (Director - Procurement and Maintenance Services)</p> <p>Facsimile: 260-1-221648</p> <p>Consultant: _____</p> <p> _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: (Director Procurement and Maintenance Services)</p> <p>For the Consultant: _____</p>

1.8	<p>The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them; © any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:
	<ul style="list-style-type: none"> (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.
2.2	The date for the commencement of Services is : to be advised

2.3	The time period shall be: to be advised
3.4	The risks and the coverage shall be as follows: All risks Insurance
{3.7 (b)}	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p> <p>The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.</p> <p>Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.</p>
{5.1}	Not Applicable
6.2(a)	Contract Price shall be in Zambian Kwacha
6.2(b)	As stated in the contract lump sum payments

6.4	Payments shall be as stated in the contract- lump sum payments.
6.5	The interest rate is: Not Applicable
8.2	Arbitration in accordance with Zambia Arbitration Rules as specified by the Arbitrators Institute of Zambia.

List of Annexes

Annex A: Terms of Reference and Scope of Services (See Section 5)

Annex B: Bidders's Personnel (Bidders to attach)