



# ZICTA

ZAMBIA INFORMATION AND COMMUNICATIONS TECHNOLOGY AUTHORITY

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## BIDDING DOCUMENT

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TENDER No. : ZICTA/ORD/15/20

**TENDER FOR THE PROVISION OF CATERING  
SERVICES ON A CONTRACTUAL BASIS FOR A  
PERIOD OF TWELVE MONTHS**

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**Purchaser:**

Zambia Information and Communications  
Technology Authority

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AUGUST 2020



# **Bidding Documents**

## **Tender for the Provision of Catering Services on a Contractual Basis for a Period of Twelve Months**

**Date Issued** : August 10, 2020  
**Tender No.** : ZICTA/ORD/15/20  
**Purchaser** : Zambia Information and Communications  
Technology Authority

**Lusaka, Zambia**

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# **Part I – Bidding Procedures**



# Section I. Instructions to Bidders

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## Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
- 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
- 2. Source of Funds**
- 2.1 The Procuring Entity, as **defined in the BDS**, intends to apply part of the funds, **as defined in the BDS**, towards the cost of the Services, **as defined in the BDS**, to cover eligible payments under the Contract for the Services. Payments by the Procuring Entity will be made only at the request of the Project Manager and will be subject in all respects to the terms and conditions of the Contract.
- 3. Corrupt or Fraudulent Practices**
- 3.1 It is the Government's policy to require that Procuring Entities (including beneficiaries of the funds), as well as bidders, suppliers, and contractors and their subcontractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Government:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice"<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly

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<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of these SBDs, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

- misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
  - (c) will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to remedy the situation;
  - (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time

determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Government-financed contract. A bidder or supplier aggrieved by such a decision, may appeal in accordance with Section *sixty-nine* of the Public Procurement Act of 2008; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by Government, requiring bidders, suppliers, contractors and consultants to permit the Government to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Government.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

#### **4. Eligible Bidders**

4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Procuring Entity to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.

4.3 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 34 of the Public Procurement Act of 2008. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it meets the provisions of Section 34(2) of the Public Procurement Act of 2008.

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<sup>4</sup> For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

4.4 The Government prohibits a withdrawal from the funds for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by ZPPA in accordance with ITB Sub-Clause 3.1.

## 5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;

- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS;**
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

**6. One Bid per Bidder**

- 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**7. Cost of Bidding**

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

**8. Site Visit**

- 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and

its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

## **B. Bidding Documents**

- 9. Content of Bidding Documents**
- 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- |              |   |
|--------------|---|
| Section I    | Instructions to Bidders                                 |
| Section II   | Bidding Data Sheet                                      |
| Section III  | Bidding Forms   |
| Section IV   | Eligible Countries                                      |
| Section V    | Activity Schedule                                       |
| Section VI   | General Conditions of Contract                          |
| Section VII  | Special Conditions of Contract                          |
| Section VIII | Performance Specifications and Drawings (if Applicable) |
| Section IX   | Contract Forms  |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 10. Clarification of Bidding Documents**
- 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all Procuring Entities of the bidding documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all Procuring

Entities of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

### **C. Preparation of Bids**

#### **12. Language of Bid**

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in **English**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

#### **13. Documents Comprising the Bid**

- 13.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Form of Bid (in the format indicated in Section III);
- (b) Bid Security;
- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

#### **14. Bid Prices**

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.

- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and

shall be deemed covered by the other rates and prices in the Activity Schedule.

- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

**15. Currencies of Bid and Payment**

- 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
- (a) for those inputs to the Services which the Bidder expects to provide from within Zambia, the prices shall be quoted in **Zambian Kwacha**, unless otherwise **specified in the BDS**; and
  - (b) for those inputs to the Services which the Bidder expects to provide from outside Zambia, the prices shall be quoted in up to any three freely convertible currencies.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

**16. Bid Validity**

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be

required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

## 17. Bid Security

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Zambian Kwacha or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside Zambia, it shall have a correspondent financial institution located in Zambia to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
  - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;
- 17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing

Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 34;

(ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

## **18. Alternative Proposals by Bidders**

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

- 18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.
- 19. Format and Signing of Bid**
- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

#### **D. Submission of Bids**

- 20. Sealing and Marking of Bids**
- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the BDS**;
  - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the

Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 21. Deadline for Submission of Bids**
- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**
- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## **E. Bid Opening and Evaluation**

- 24. Bid Opening**
- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**

24.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.

24.3 The bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

**25. Process to Be Confidential**

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

**26. Clarification of Bids**

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the

bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of Bids and Determination of Responsiveness**

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of Errors**

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

- 29. Currency for Bid Evaluation**
- 29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:
- (a) **Zambian Kwacha at the selling rates established for similar transactions by the authority specified in the BDS on the date stipulated in the BDS; or**
  - (b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in Zambian Kwacha.
- 30. Evaluation and Comparison of Bids**
- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 28;
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
  - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
  - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.
- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the

period of implementation of the Contract, will not be taken into account in Bid evaluation.

- 31. Preference for Domestic Bidders** 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

## **F. Award of Contract**

- 32. Award Criteria** 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

- 33. Employer’s Right to Accept any Bid and to Reject any or all Bids** 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

- 34. Notification of Award and Signing of Agreement** 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

- 34.2 The notification of award will constitute the formation of the Contract.

- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance.

Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.

34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.

34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

### **35. Performance Security**

35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in Zambia or a foreign bank through a correspondent bank located in Zambia, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.

35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.

35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### **36. Advance Payment and Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

### **37. Adjudicator**

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

## Section II. Bidding Data Sheet

### Instructions to Bidders Clause Reference

<b>A. General</b>	
<b>1.1</b>	<p>The Employer is: <i>Zambia Information and Communications Technology Authority.</i></p> <p>The name and identification number of the Contract is:</p> <p>Name: <i>Tender for the Provision of Catering Services on a Contractual Basis for a Period of Twelve Months</i></p> <p>Identification Number: <i>ZICTA/ORD/15/20</i></p>
<b>1.2</b>	<p>The Intended Completion Date is: <i>the contract will run for twelve months and is subject to renewal depending on performance</i></p>
<b>2.1</b>	<p>The Procuring Entity is: <i>Zambia Information and Communications Technology Authority.</i></p> <p>The Project is: <i>N/A</i></p>
<b>5.2</b>	<p>Prequalification has <b>NOT</b> been undertaken but there will be a <b>Pre-bid Meeting and Mandatory Site Visit on Wednesday, August 19, 2020 at 15:00hrs local time.</b></p> <p><b>Venue:</b> Canteen area, Zambia Information and Communications Technology Authority. Plot Number 4909, Corner of Independence &amp; United Nations Avenues, Lusaka, Zambia</p>
<b>5.3</b>	<p>The Qualification Information and Bidding forms to be submitted are as follows: To be eligible bidders shall submit the documents below which will be considered under preliminary evaluation:</p> <ul style="list-style-type: none"> <li>(a) Certificate of Incorporation/Registration;</li> <li>(b) Dully signed bid securing declaration form;</li> <li>(c) Power of attorney for the signatory to the bid. Bids signed by company directors do not need a power of attorney;</li> <li>(d) 2020 PACRA Annual Returns;</li> <li>(e) Valid trading licence and any other licence from the local authority;</li> <li>(f) Medical certificate for the Chef and food handlers issued by the local authority or health authorities;</li> <li>(g) Valid Tax Clearance Certificate;</li> <li>(h) Bid validity of at least 90 days from date of tender closing;</li> </ul>

	<p>(i) Certified copies of Certificate of registration with the Hotel and Catering Association of Zambia (HCAZ) or equivalent;</p> <p>(j) Receipt issued by ZICTA as proof of purchase of bidding document;</p> <p>(k) not less than three years of experience in the provision of catering services supported by a company profile showing the services they have been providing, institutions to which the services have been provided, the period of service and the types of menus;</p> <p>(l) Atleast two reference letters from institutions where they provided similar services on long term basis in the last three years;</p> <p>(m) Proposed menus and the associated prices;</p> <p>(n) The Head Chef must hold a minimum of a diploma in food production or its equivalent with at least 5 years of experience. The other chefs/food handlers must hold a certificate in hotel management or its equivalent; and</p> <p>(o) must have sound financial base. Bidders to submit bank statements for the period April to July, 2020.</p>
<b>5.5</b>	The qualification criteria in Sub-Clause 4.4 are modified as follows: <b><i>Refer to the Scope of service</i></b>
<b>5.5(a)</b>	The minimum required annual volume of Services for the successful Bidder in any of the last three years shall be : <b>ZMW200,000.00</b>
<b>5.5(b)</b>	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed similar contracts during the last three (3) years. <b><i>Other details are contained in the Scope of Service</i></b>
<b>5.5(c)</b>	The essential equipment to be made available for the Contract by the successful Bidder shall be: <b>As listed in the Scope of Service</b>
<b>5.5(e)</b>	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be <b>ZMW50,000.00</b>
<b>5.5</b>	Subcontractors' experience <b><i>shall</i></b> be taken into account if provided on a similar scale
<b>B. Bidding Data</b>	
<b>9.2 and 19.1</b>	The number of copies of the Bid to be completed and returned shall be: <b>One Original and Four Copies</b>

<b>C. Preparation of Bids</b>	
<b>13.1</b>	The additional materials required to be completed and submitted are: <b>Certified copies of professional and academic certificates for the Head Chef and food handlers</b>
<b>14.4</b>	The Contract <i>shall not be</i> subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract. However, the successful bidder shall charge a minimal fee for the meals to be provided.
<b>15.1</b>	Local inputs shall be quoted in: <b>Zambia Kwacha.</b>
<b>16.1</b>	The period of Bid validity shall be <b>90</b> days after the deadline for Bid submission specified in the BDS.
<b>17.1</b>	The Bidder shall provide: <i>N/A</i>
<b>17.2</b>	The amount of Bid Security shall be <i>N/A</i> or an equivalent amount in a freely-convertible currency.
<b>18.1</b>	Alternative bids [ <i>shall not be</i> ] permitted.
<b>18.2</b>	Alternative times for completion [ <i>Shall not be</i> ] permitted. If permitted, the range of acceptable completion time is: <i>N/A</i>  If alternative times for completion are permitted, the evaluation method will be as follows: <i>N/A</i>
<b>18.4</b>	Alternative technical solutions shall be permitted for the following parts of the Services: <i>N/A</i>  If alternative technical solutions are permitted, the evaluation method will be as follows: <i>N/A</i>
<b>D. Submission of Bids</b>	
<b>20.2</b>	The Employer's address for the purpose of Bid submission is: <b>Zambia Information and Communications Technology Authority.</b> <b>Plot Number 4909, Corner of Independence &amp; United Nations Avenues, Lusaka, Zambia.</b> <b>Email: procurement@zicta.zm</b>  For identification of the bid the envelopes should indicate: <b>Contract: Tender for the Provision of Catering Services on a Contractual Basis for a Period of Twelve Months</b> <b>Bid / Contract Number: ZICTA/ORD/15/20</b>
<b>21.1</b>	The deadline for submission of bids shall be <b>Friday, September 11, 2020</b>

	<i>At 10:00hrs Local time</i>
<b>E. Bid Opening and Evaluation</b>	
<b>24.1</b>	Bids will be opened at <i>10:00 local time</i> of the day <i>Friday, September 11, 2020</i> at the following address:  <i>Zambia Information and Communications Technology Authority. Plot Number 4909, Corner of Independence &amp; United Nations Avenues. Lusaka, Zambia.</i>
<b>29.1</b>	Currency chosen for the purpose of converting to a common currency. <i>Zambian Kwacha (ZMW)</i> Source of exchange rate: <i>N/A</i> Exchange rate date. <i>N/A</i>
<b>F. Award of Contract</b>	
<b>35.0</b>	The Performance Security acceptable to the Employer shall be the in the Standard Form of: <b>N/A</b>
<b>36.1</b>	The Advance Payment shall be of [ ] percent of the Contract Price. <i>N/A</i>
<b>37.1</b>	Appointing Authority for the Adjudicator: <i>Zambia Centre for Dispute Resolution.</i>  The hourly fee for this proposed Adjudicator shall be: <i>K1,000.00 per hour and reimbursable expenses to be transport cost, accommodation etc</i>  The biographical data of the proposed Adjudicator is as follows: <i>TBA</i>

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## **Section III. Bidding Forms**

### **Table of Forms**

<b>Service Provider's Bid .....</b>	<b>28</b>
<b>Qualification Information .....</b>	<b>30</b>
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<b>Form of Contract .....</b>	<b>34</b>
<b>Bid-Securing Declaration .....</b>	<b>37</b>

## Service Provider's Bid

*[date]*

To: *[name and address of Employer]*

Having examined the bidding documents including addenda No ....., we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[names of currencies]*.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator.

***[or]***

We do not accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

## Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*  
 Place of registration: *[insert]*  
 Principal place of business: *[insert]*  
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in three years, in the internationally traded currency specified in the BDS: Minimum of **ZMW600,000.00**
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c). Refer to the **TORs**

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(e) and GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors’ reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

## Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

**or**

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

**or**

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

## Form of Contract

*[letterhead paper of the Employer]*

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received funds towards the cost of the Services and intends to apply a portion of the proceeds of the funds to eligible payments under this Contract, it being understood (i) that payments by the Employer will be made only at the request of the Project Manager, (ii) that such payments will be subject, in all respects, to the terms and conditions of the Contract, and (iii) that no party other than the Employer shall derive any rights from the proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and

- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Employer*]

\_\_\_\_\_  
[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

\_\_\_\_\_  
[*Authorized Representative*]

[*Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

\_\_\_\_\_  
[*name of member*]

\_\_\_\_\_  
[*Authorized Representative*]

\_\_\_\_\_  
[*name of member*]

---

*[Authorized Representative]*

## Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: \_\_\_\_\_

Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Zambia Information and Communications Technology Authority for the period of time of two years starting on October 1, 2020, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Zambia Information and Communications Technology Authority during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Corporate Seal (where appropriate)



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## Section IV. Eligible Countries

### Eligibility for the Provision of Goods, Works and Services in Zambia

1. In accordance with Section 61 of the Public Procurement Act No. 12 of 2008 and Clause 155 of the Public Procurement Regulations of 2011, the Government permits firms and individuals from all countries to offer goods, works and services for Government-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

- (i): as a matter of law or official regulation, the Government prohibits commercial relations with that Country, provided that Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
- (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of Procuring Entities and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

- (a) With reference to paragraph (i) above:

\_\_\_\_\_N/A\_\_\_\_\_

- (b) With reference to paragraph (ii) above:

\_\_\_\_\_N/A\_\_\_\_\_



## **Part II – Activity Schedule**



## Section V. Activity Schedule



### **PROVISION OF CATERING SERVICES ON A CONTRACTUAL BASIS FOR A PERIOD OF TWELVE MONTHS**

#### **1. Introduction**

The Zambia Information and Communications Technology Authority (hereinafter referred to as the “Authority”) intends to engage a company to provide catering services on a contractual basis for a period of twelve months.

#### **2. Objective**

The main objective of the assignment is to facilitate provision of meals to staff and meetings when requested within the Authority premises.

#### **3. Scope of Service**

The service provider will be required to undertake the following services, but will not be limited to:

- a) to establish a fully-fledged canteen for the provision of meals to 60 – 100 members of staff;
- b) to provide refreshments and snacks during meetings, workshops and social gatherings whenever required;
- c) undertake the provision of the catering services on commercial basis;

- d) undertake garbage disposal and any form of waste that may result from the operations of the canteen; and
- e) ensure utmost hygiene in the operations of the canteen.

#### **4. Service Standards**

The successful caterer shall be required to meet the following service standards:

- a) provide service from Monday to Friday throughout the contract period;
- b) timely, friendly and efficient, recognizing the needs and circumstances of the surroundings of the Authority staff;
- c) reasonably flexible to changing needs;
- d) provide a qualified chef and supervisor at all times to monitor day to day functioning of the canteen;
- e) ensure the employees, supervisors and waiters put on clean company uniforms at all times; and
- f) maintain utmost hygiene in the canteen premises including the utensils and equipment used therein.

#### **5. Duration of the Contract**

The contract shall run for a period of twelve months and will be subject to renewal for a further like period depending on performance.

#### **6. Qualification criteria**

The service provider shall meet the following criteria:

- a) must be a Zambian owned and registered company supported by a certificate of registration/incorporation and certificate from Citizenship Empowerment Commission;
- b) Valid tax clearance certificate;

- c) certification of registration with Hotel and Catering Association of Zambia (HCAZ), and any other appropriate body;
- d) must have a trading licence and other applicable licences from the local Authority;
- e) must have a permanent place of business for purposes of verification;
- f) not less than three years of experience in the provision of catering services;
- g) must have provided services to not less than three institutions on similar arrangements. Bidders must provide reference letters from institutions where they provided similar services on long term basis; and
- h) sound financial base with minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder of ZMW20,000.00.

## 7.0 Qualifications and Competence of Key Staff

- a. **Chef/supervisor:** Diploma in Catering Services, Hotel Management, Hospitality or equivalent, with at least three years of experience; and
- b. **Waiters (Minimum 2):** Certificate in Catering Services, Hotel Management, Hospitality or equivalent, with two years of experience.

### 1. 0 Minimum Equipment Required by the Service Provider

No	Description	Quantity
1	Industrial cooker	1
2	Industrial Deep fryer	1
3	Industrial microwave	1
4	Industrial Tea maker	1
5	Industrial coffee maker	1
6	Vending machine for drinks and beverages	2

7	Ice cream cooler	1
8	Installation of entertainment equipment with sports channels such as supper sport (DSTV), music system, indoor games.	
9	Purchase of suitable chairs and tables	

In addition to the requirements listed in the table, bidders are free to make proposals of how they intend to improve the canteen premises.

## 2. Data, Local Services, Personnel and Facilities to be Provided by the Authority

The Director General of the Authority shall appoint an internal team specifically tasked to manage the affairs of the contract. The team shall liaise with the service provider on matters related to the contract.

The Authority shall provide all details relating to meals required from time to time.

The Authority will make available the premises and will ensure sustainable supply of water and electricity. Successful company will be required to pay a **monthly fee of K3,000.00** to the Authority, payable in six months installment.

### 8.0 Prices for Meals

The successful company will determine the price for the food and services offered. The staff and/or the Authority will meet the full cost.

Unless the services or meals consumed are hired by the Authority, the Authority will not take responsibility for the meals or services provided to individual employees.

## **Part III – Conditions of Contract and Contract Forms**

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## **Section VI. Conditions of Contract and Contract Form**

### **1. Commencement and Duration of Contract**

This Agreement commenced on the October xx, 2020 and shall remain in force for a period of twelve months after which it shall automatically expire.

### **2. Commencement of Service**

The services shall commence immediately upon expiration of the contract immediately prior to this.

### **3. Service Provider's Obligation**

The Service provider shall perform the services as specified in the terms of reference which are and shall form an integral part of the contract.

### **4. Performance Standards**

The Service provider undertakes to perform the services with the highest standards of professional skill, care and competence.

### **5. Contract Coordinator**

The Client designates the Director Human Capital Development and Administration as Coordinator responsible for the coordination of the activities under this contract, for the acceptance and approval of deliverables by the Service provider and for receiving and approving invoices for the payment.

### **6. Prices for Meals**

The service provider will determine the price for the food and services offered.

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The staff and/or the Authority will meet the full cost.

Unless the services or meals consumed are hired by the Authority, the Authority will not take responsibility for the meals or services provided to individual employees.

## **7. Termination**

A. This Agreement may be terminated –

- a. Immediately by one party in the event that the other party is in breach of the terms of the Agreement; or.
- b. By either party hereto serving on the other one (1) calendar months' notice.

B. Termination of this agreement shall not affect rights accrued prior to such termination.

## **8. Relationship between parties**

Nothing contained herein shall be construed as establishing a master and servant relationship between the Authority and the service provider. The service provider has been engaged as an independent contractor.

## **9. Transfer and Assignment**

The service provider shall not transfer or assign obligations under this agreement to any other person without the consent in writing of the Client.

## **10. Contract Amendments**

The contract maybe amended by agreement of both parties expressed in writing.

## **11. Severability**

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The clauses in this agreement are severable one from the other. If it is found by a court of competence jurisdiction that any clause is unenforceable, that clause shall be severed but not affect the validity of the remaining clauses.

## **12. Force Majeure**

No party shall be liable for any failure to perform its obligations under this contract where such failure is as a result of Acts of nature (including but not limited to flood, earth quake, fire, storm and other natural disasters), war, invasion, act of foreign enemies, strikes and lock outs. Where a Force Majeure situation arises, the party affected the Force Majeure shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the other party in writing, the party affected by the Force Majeure shall continue to perform its obligations under this agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **13. Governing Law**

The contract shall be construed in accordance with the laws of Zambia and the language of the contract shall be English.

## **14. Dispute Resolution**

Any dispute with reference to this Agreement, which cannot be amicably settled between the parties, shall be referred to a court of competent jurisdiction.

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## 15. Notices

Any notices requiring to be served hereunder shall be in writing signed by the party servicing the and shall be sufficiently served upon the other party if addressed to the other party and delivered in person or send by prepaid registered post as follows-

- a. For the Client: The Director General, Zambia Information and Communications Technology Authority. Stand Number 4909, Corner of Independence & United Nations Avenues. P.O. Box 36871 Telephone: +0211244424, Lusaka.
  
- b. For the Service Provider: *The Director, xxxxx (name, physical and postal address, telephone number and email)*

## 16. Entire Agreement

Each party agrees that this agreement and the Authority's letter dated September xx, 2020 form the entire agreement between the parties.

**AS WITNESS** the hands of the parties or their duly authorized agents the day and year first before written.

Signed on behalf of (ZAMBIA INFORMATION & COMMUNICATIONS TECHNOLOGY AUTHORITY)

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Name .....

In the capacity of .....

In the presence of:

**WITNESS**

Name:.....

Address:.....

Occupation:.....

Signed on behalf of the Service provider (NAME OF RESTAURANT)

Signature .....

Name.....

In the capacity of .....

In the presence of:

**WITNESS**

Name:.....

Address:.....

Occupation:.....



## **PROCUREMENT COMMITTEE**

**ZICTA/ORD/15/20: TENDER FOR THE PROVISION OF CATERING SERVICES  
ON A CONTRACTUAL BASIS FOR A PERIOD OF TWELVE  
MONTHS**

The Zambia Information and Communications Technology Authority (hereinafter referred to as the "Authority") is responsible for the regulation of the electronic communication services and products, and monitoring of the performance of the sector, including the levels of investment and the availability, quality, cost and standards of the electronic communication services in Zambia.

The Authority made a provision in its 2020 expenditure budget towards the cost of outsourcing catering services, and intends to apply some of the proceeds of these funds to payments under the contract for which the Invitation for Bid has been issued.

The **Authority Procurement Committee** now invites sealed bids from reputable catering companies for the provision of catering services on a contractual basis for a period of twelve months.

Bidding documents may be purchased at the Authority Head Office, Corner of United Nations and Independence Roads, P. O. Box 36871, Lusaka at a non-refundable fee of ZMW750.00. Interested bidders may obtain further information at the same address. The telephone number

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is +260-211-378 200 and the email address is [procurement@zicta.zm](mailto:procurement@zicta.zm). Bidding Documents can also be accessed on the Authority Website (<http://www.zicta.zm>). **HOWEVER, ELECTRONIC OFFERS SHALL NOT BE ACCEPTED.**

The bids should be appropriately bound, sealed and bold labeled and must be deposited in the tender box situated at the Authority Head Office, corner of Independence Avenue and United Nations Road, Lusaka on or before **Friday, September 11, 2020 at 10:00 hours local time.**

The closing date for the receipt of bids is **Friday, September 11, 2020 at 10:00 local time** and any bids received after the time and date stipulated above will not be accepted. The bids will be opened soon after tender closing in the Board Room in the presence of bidders or their representatives who choose to attend.

There will be a site visit to be followed by a pre-bid meeting on **Wednesday, August 19, at 10:00hrs local time.** Bidders and/or their representatives are advised to come with identification cards for purposes of security checks at the main entrance. The pre-bid meeting will be held in the ZICTA canteen.

**Paul Magiya Manda**

**Deputy Director - Acquisition and Supply Chain**

**FOR/DIRECTOR GENERAL**

**ZAMBIA INFORMATION AND COMMUNICATIONS TECHNOLOGY AUTHORITY**