
BIDDING DOCUMENT

TENDER NO. ZRA/ORD/003/10

TENDER FOR THE PROVISION OF SANITARY SERVICES ON A LONG TERM CONTRACT

Financing Agency: Zambia Revenue Authority

**Zambia Revenue Authority
Kabwe Round About
Revenue House
P.O. Box 35710
Lusaka
Zambia
Tel No. 229214/8
Fax No. 229220**

May 2010



**ZAMBIA
REVENUE
AUTHORITY** | *Working
To Serve You
Efficiently*

CONTENTS

A. CONTENTS ii

Section I: Invitation for Bids3

Section II. Instructions to Bidders.....4

Table of Clauses4

Section III. Bid Data Sheet.....15

Section IV. General Conditions of Contract.....18

Table of Clauses18

Section V: Special Conditions of Contract25

Section VI. Schedule of Requirements26

Section VII. Sample Forms27

1a. Bid Form and Price Schedules..... 28

2. Bid Security Form 30

3. Contract Form..... 31

4. Bank Guarantee for Advance Payment 33

5. format of curriculum vitae (CV) for a proposed professional member of staff 34

Section I: Invitation for Bids

ZRA/ORD/003/10: TENDER FOR THE PROVISION OF SANITARY SERVICES ON LONG TERM CONTRACT

- 1.0 The Zambia Revenue Authority (ZRA) has set aside funds for the maintenance and cleaning of its work environment and intends to apply part of the funds to cover eligible payments under the Contract for the provision of Sanitary services on long term contract
- 2.0 The Zambia Revenue Authority now invites sealed bids from eligible and interested bidders for the provision of Sanitary Services for the period 1st January 2011 to 31st December 2011 various ZRA offices as indicated in the Schedule of Requirements.
- 3.0 Bidding will be on Lot basis. Bidders may bid for one Lot or a combination of Lots. However, each lot should be complete. The basis for bid evaluation and contract award will be by individual Lot or a combination of Lots, and Zambia Revenue Authority will award the contract(s) to the most economical combination(s).
- 3.0 Interested eligible bidders may obtain further information from and inspect the bidding document at the Zambia Revenue Authority, 10th floor, Revenue House, Kabwe Round about, P.O. Box 35710, Lusaka, Zambia. The telephone numbers are 260-211-229214/8 and the Telefax number is 260-211-229220. **HOWEVER, TELEGRAPHIC AND/OR ELECTRONIC OFFERS WILL NOT BE ACCEPTED.** The tender document can also be accessed on the Zambia Revenue Authority website: www.zra.org.zm
- 4.0 A complete set of bidding documents in English may be purchased by interested bidders from the Zambia Revenue Authority upon payment of a non-refundable fee of ZMK500, 000.00 or its equivalent in any freely convertible currency at the prevailing exchange rate in cash or by bank certified cheque.
- 5.0 The bids must be sent clearly marked “**TENDER FOR PROVISION OF SANITARY SERVICES ON LONG TERM CONTRACT**” and addressed to the Commissioner General not later than Friday, 11th June .2010 at 14:30 hours local time.
- 6.0 The bids must be deposited in the Tender Box at the Zambia Revenue Authority Offices, 10th floor, Revenue House, Kabwe Round About, Lusaka on or before Friday, 11th June 2010 at 14:30hrs local time. All bids must be accompanied by a Bid Security of not less than K2, 000,000.00 duly signed and sealed by the Guarantor(s). **Late bids will not be accepted.** Bids will be opened soon after closing in the Board Room on the 9th Floor, Revenue House in the presence of Bidders’ representatives who choose to attend.

C. T. Banda
Assistant Director (P&S)
For/Commissioner General
ZAMBIA REVENUE AUTHORITY
bandach@zra.org.zm

Section II. Instructions to Bidders

Table of Clauses

B.	INTRODUCTION	
	1. Source of Funds	5
	2. Eligible Bidders	5
	3. Eligible Goods and Services	5
	4. Cost of Bidding	5
C.	THE BIDDING DOCUMENT	
	5. Content of Bidding Document	5
	6. Clarification of Bidding Document	6
	7. Amendments to Bidding Documents	6
D.	PREPARATION OF BIDS	
	8. Language of Bid.....	6
	9. Documents Comprising the Bid.....	6
	10. Bid Form	7
	11. Bid Prices	7
	12. Bid Currencies	7
	13. Documents Establishing Bidders Eligibility and Qualifications.....	7
	14. Documents Establishing Services' Conformity to Bidding Document.....	8
	15. Bid Security	8
	16. Period of Validity of Bids	9
	17. Format and Signing of Bids	9
E.	SUBMISSION OF BIDS	
	18. Sealing and Marking of Bids	9
	19. Deadline for Submission of Bids	10
	20. Late Bids	10
	21. Modification and Withdrawal of Bids	10
F.	OPENING AND EVALUATION OF BIDS	
	22. Opening of Bids by the Purchaser	11
	23. Clarification of Bids.....	11
	24. Preliminary Examination	11
	25. Single Currency	12
	26. Evaluation and Comparison of Bids	12
	27. Contracting the Purchaser	13
G.	AWARD OF CONTRACT	
	28. Post Qualification	13
	29. Purchaser's Right to vary quantities.....	13
	30. Award Criteria	13
	31. Purchaser's Right to Accept any Bid and to Reject any or all Bids.....	13
	32. Notification of Award.....	13
	33. Signing of Contract	14
	34. Performance Sanitary	14
	35. Corrupt or Fraudulent Practices	14

Instructions to Bidders

A. Introduction

- 1. Source of funds** The source of funds is the Zambia Revenue Authority. The Purchaser named in the Bid Data Sheet intends to apply these funds to eligible payments under the Contract for which this Invitation for Bids is issued.

- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to reputable and well-established firms dealing in the provision of sanitary services and registered within Zambia.

 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.

 - 2.3 Bidders who are or have been declared ineligible due to corrupt and fraudulent practices shall not be allowed to participate in the bid.

- 3. Eligible Goods and Services** All goods and services to be supplied under the Contract shall conform to the requirements in the Schedule of Requirements and all expenditure made under the Contract will be limited to those goods and services.

- 4. Cost of bidding** Bidders shall bear all the costs associated with the preparation and submission of their bids, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- 5. Content of bidding documents**
 - 5.1 The Services required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include the:
 - (a) Instructions to Bidders (ITB);
 - (b) Bid Data Sheet;
 - (c) General Conditions of Contract (GCC);
 - (d) Special Conditions of Contract (SCC);
 - (e) Schedule of Requirements;
 - (f) Bid Form and Price Schedules;
 - (g) Bid Security Form;
 - (h) Contract Form;
 - (i) Bank Guarantee for Advance Payment Form; and

 - 5.2 Bidders shall examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all the information

required as provided in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of a bid.

6. Clarification of Bidding Documents

A prospective Bidder requiring any clarification on a bidding document may notify the Purchaser in writing or by cable (hereinafter, the term "*cable*" is deemed to include telex and facsimile) at the Purchaser's address indicated in ITB Clause 18.2 (a). The Purchaser shall respond in writing to any request for clarification of the bidding documents, which it receives no later than fourteen (14) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the bidding documents.

7. Amendment of bidding documents

- 7.1 The Purchaser may at any time prior to the deadline for the submission of bids for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the bidding documents.
- 7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing or by cable, and the amendment shall be binding on them.
- 7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. 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 the language specified in the Bid Data Sheet, in which case, for purposes of the interpretation of the bid, the translation shall govern.

9. Documents comprising the bid

The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and services to be provided by the Bidder are eligible goods and services and conform to the

bidding documents;

- (d) the Bid Security furnished in accordance with ITB Clause 15;
- (e) a tax clearance certificate; and

10. Bid form

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services to be provided under the contract and associated prices.

11. Bid prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner and as specified in the Bid Data Sheet:

- (a) cost of providing the services for each location; and
- (b) total cost of providing the services to all locations

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, the prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero.

12. Bid currencies

Prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the Bid Data Sheet.

13. Documents establishing bidder's eligibility and qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that the Bidder has the technical capability necessary to perform the Contract;

- (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents establishing services' eligibility and conformity to bidding documents

Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services, which the Bidder proposes to supply under the Contract.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a Bid Security in the amount specified in the Bid Data Sheet.

15.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct that would warrant the forfeiture of the Sanitary, pursuant to ITB Clause 15.7.

15.3 The Bid Security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and it shall be valid for thirty (30) days beyond the validity of the bid; or
- (b) a bank certified cheque.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

15.5 An unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of the validity of the bid prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 33, and furnishing the performance Sanitary, pursuant to ITB Clause 34.

15.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of the validity of the bid specified by the Bidder on the Bid Form; or
- (b) if a Bidder does not accept the correction of errors pursuant to ITB Clause 24.2; and
- (c) in the case of a successful Bidder, if the Bidder fails to:

- (i) sign the Contract in accordance with ITB Clause 33;
or
- (ii) furnish the performance Sanitary in accordance with ITB Clause 34.

16. Period of validity of bids

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of the opening of the bid prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The Bid Security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.
- 16.3 In the case of a fixed price Contract, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial validity of the bid, the Contract price may be adjusted by a factor specified in the request for extension.

17. Format and signing of bid

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. All pages of the bid, except for an amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to Contractors relating to this Bid, and to the execution of the Contract if the Bidder is awarded the Contract.

D. Submission of Bids

18. Sealing and marking of bids

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
 - (a) be addressed to the Purchaser at the address specified in the Bid Data Sheet; and

(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in the event that it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser shall not assume responsibility for the bid's misplacement or premature opening.

19. Deadline for submission of bids

19.1 Bids shall be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

20. Late bids

Any bid received by the Purchaser after the deadline for the submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 shall be rejected and returned unopened to the Bidder.

21. Modification and withdrawal of bids

21.1 The Bidder may modify or withdraw its bid after submission of the bid, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for the submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for the submission of bids.

21.3 A bid may not be modified after the deadline for the submission of bids.

21.4 A bid may not be withdrawn in the interval between the deadline for the submission of bids and the expiration of the period of the validity of the bid specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Bid Security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of bids by the Purchaser

22.1 The Purchaser shall open all bids in the presence of the Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Bidders' representatives

who are present shall sign a register evidencing their attendance.

22.2 The Bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. A bid shall not be rejected at the **opening** of the bid, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at the opening of the bid shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids shall be returned unopened to the Bidders.

22.4 The Purchaser shall prepare minutes of the opening of the bid.

23. Clarification of bids

During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary examination

24.1 The Purchaser shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price 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 the Contractor does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 16), and Taxes and Duties (GCC Clause 7), shall be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder

by correction of the nonconformity.

25. Conversion to single currency

25.1 To facilitate evaluation and comparison, the Purchaser shall convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

(a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;

or

(b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the Bid Data Sheet.

26. Evaluation and comparison of bids

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the **Bid Data Sheet**:

(a) Experience in the provision of Sanitary services

Previous experience in the provision of sanitary Services to a large Commercial Organization (to be verified from submitted references and company profiles);

(b) Staff experience

Previous experience in provision of cleaning services;

Practical experience – Summarised curriculum vitae of the officers and persons CVs of key staff;

(c) Methodology

Detailed Capability Statement and proposed methodology for executing the contract and the break down of costs involved for the service;

(d) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

27. Contacting the Purchaser

27.1 Subject to ITB Clause 23, a Bidder shall not contact the Purchaser on any matter relating to its bid, from the time of the opening of the bid to the time the Contract is awarded. If the Bidder wishes to bring

additional information to the notice of the Purchaser, it should do so in writing.

- 27.2 Any effort by a Bidder to influence the Purchaser in its decisions on the bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

28. Post-qualification

- 28.1 In the absence of pre qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 28.2 The determination shall take into account the Bidder's financial, technical, and production capabilities. The determination **SHALL** be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser considers necessary and appropriate.
- 28.3 An affirmative determination shall be a prerequisite for the award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

29. Purchaser's right to vary quantities

The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

30. Award criteria.

Subject to ITB Clause 31, the Purchaser **will** award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and the lowest evaluated bid provided that the Bidder is determined as being qualified to perform the Contract satisfactorily.

31. Purchaser's right to accept any bid and to reject any or all bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders.

32. Notification of award

Prior to the expiration of the period of bid validity, the Client will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the Contract. After publication of the award, unsuccessful Bidders may make a request in writing to the Client for a debriefing seeking an explanation on the grounds on which their bids were not selected. The Client shall promptly respond in writing to any unsuccessful Bidder who, after

publication of the contract award, requests a debriefing.

33. Signing of Contract

- 33.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall send the Bidder the Contract Form provided in the bidding Documents, incorporating all agreements between the Parties.
- 33.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

34. Performance Sanitary

- 34.1 Within fourteen (14) days of receipt of the notification of award from the Purchaser, the successful Bidder shall furnish the performance Sanitary in accordance with the Conditions of Contract, in the Performance Sanitary Form provided in the bidding documents or in another form acceptable to the Purchaser.

- 34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may award the next lowest evaluated Bidder or call for new bids.

The Purchaser requires Bidders to observe the highest standard of ethics during the procurement and execution of such a Contract. In pursuance of this policy, the Purchaser:

35. Corrupt or Fraudulent Practices

- (a) defines, for the purposes of this provision, the terms below as follows:
 - (i) “corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of the Contract; and
 - (ii) “fraudulent practices” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes collusive practices among Bidders (prior to or after submission of a bid) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) shall reject a proposal for an award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- (c) shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a ZRA-financed Contract if it at any time determines that the firm has engaged in corrupt practices or fraudulent practices in competing for, or in executing, a ZRA-financed Contract.

Section III. Bid Data Sheet

The following specific data for the service to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

Introduction	
ITB 1.1	Name of Purchaser: Zambia Revenue Authority.
ITB 1.1	Name of Tender: Tender for the Provision of Sanitary Services on long term contract
ITB 6.1	<p>The Client's Address is:</p> <p>Zambia Revenue Authority Revenue House, P.O. Box 35710, Lusaka, Zambia Tel: 260 1 229214/8 Fax: 260 1 229220</p> <p>Address for seeking clarification is:</p> <p>The Secretary, Procurement Committee Zambia Revenue Authority, Revenue House, P.O. Box 35710, Lusaka, Zambia. Telephone numbers are (260)–1– 229214/8 Fax number (260)– 1 – 229220 E-mail: bandach@zra.org.zm</p>

Preparation of Bids	
ITB 8.1	Language of the bid: English.
ITB 11.1	Bidders wishing to offer a discount shall state so in their bid and indicate the discount offered.
ITB 11.2 (a)	The prices quoted by bidders shall be inclusive of all costs associated with the provision of the services.
ITB 11.5	The price shall be fixed during the whole period of the Contract.
ITB 12	Prices shall be quoted in <i>Zambian Kwacha</i> .
ITB 13.3 (b)	<p>Qualification requirements:</p> <ul style="list-style-type: none"> • The Bidder must have a proven track record of handling similar contracts. The Bidder must have performed three similar contracts in the last five years. Bidders shall provide information on contract values, description of services performed, goods delivered, purchaser's name and address. The absence of this information shall render the bid non-responsive. • At least one member of staff must have relevant qualifications in Sanitary Management/ Environmental Health. Waste Management etc...

	<ul style="list-style-type: none"> Tax Clearance Certificate: All bidders responding to this tender are required to obtain a Tax Clearance Certificate from the Zambia Revenue Authority issued in accordance with Section 81B of the Income Tax Act, Cap 323. Failure to submit the Tax Clearance Certificate SHALL make the bidder's bid non-responsive and shall not be considered further. The tax clearance certificate may be obtained from the following contacts depending on one's domicile: <ul style="list-style-type: none"> Lusaka Assistant Commissioner-TCU (Tel. No. 01-224935) Ndola Assistant Commissioner-Ndola (Luanshya, Mufulira) (Tel. No. 02-614694) Kitwe Assistant Commissioner-Kitwe (Kitwe, Chingola, Kalulushi) (Tel. No. 02-230362) Kabwe Station Manager-Kabwe (Central Province) (Tel. No. 05-223642) Livingstone Station Manager- Livingstone (Southern Province) (Tel. No. 03-320772) Solwezi Station Manager- Solwezi (North Western Province) (Tel. No. 08-821633) Kasama Station Manager- Kasama (Nothorn Province) (Tel. No. 04-221810) Mansa Station Manager Mansa (Luapula Province) (Tel. No. 02-821147) Mongu Station Manager Mongu (Western Province) (Tel. No. 07-221662) Chipata Station Manager Chipata (Eastern Province) (Tel. No. 06-221155) Bidders to submit Certificate of Registration
ITB 15.1	Amount of Bid Security: not less than K2,000,000.00
ITB 16.1	Period of validity of the bid: 90 days from the date of the opening of the bids.
ITB 17.1	Number of copies: one original, and four copies.

Submission of Bids	
ITB 18.2 (a)	Address for submission of the bid: The Commissioner General Zambia Revenue Authority, Revenue House, P.O. Box 35710, Lusaka, Zambia. Telephone numbers are (260)-1- 229214/8 Fax number (260)- 1 - 229220 E-mail: bandach@zra.org.zm The deadline for the submission of bids is: Date: Friday, 11 th June .2010

	Time: <i>14:30 hours</i>
ITB 18.2 (b)	IFB Title and No.: Tender for the Provision of Sanitary services on a long term contract– ZRA/ORD/003/10
ITB 19.1	Deadline for submission of the bids: 14.30 Hours Zambian time on Friday, 11 th June 2010

Opening and Evaluation of Bids	
ITB 22.1	Time, date, and place for the opening of the bids: 14.30 Hours Zambian time on Friday, 11 th June 2010
ITB 25.1	Not applicable
ITB 26.2	Criteria for evaluation of the bids are: 26.2

Contract Award	
ITB 29	Percentage for quantity increase or decrease: not to exceed fifteen (15) percent of the Contract value.

Section IV. General Conditions of Contract

Table of Clauses

1.	General Conditions of Contract	
1.	Definitions.....	19
2.	Relationship between the Parties	19
3.	Law Governing Contract.....	19
4.	Language.....	19
5.	Location	19
6.	Authorised representative	19
7.	Taxes and Duties.....	19
8.	Effectiveness of Contract.....	19
9.	Termination.....	20
10.	Commencement of Services	20
11.	Expiration of Contract.....	20
12.	Entire agreement	20
13.	Modification.....	21
14.	Force Majeure	21
15.	Standard of performance.....	21
16.	Prohibition of conflicting activities	21
17.	Confidentiality	21
18.	Liability of the Contractor	22
19.	Equipment.....	22
20.	Incidental Services	22
21.	Change Orders	22
22.	Liquidated damages	22
23.	Subcontracts	22
24.	Delays in the Contractor's Performance	23
25.	General.....	23
26.	Description of Personnel.....	23
27.	Good Faith	23
28.	Prices	23
29.	Payments	23
30.	Amicable settlement.....	24
31.	Dispute settlement.....	24
32.	Reporting Obligations.....	24
2.	Special Conditions of Contract.....	25
3.	Schedule of Requirements.....	26

I. General Provisions

- 1. Definitions** In this Contract, unless the context otherwise requires,
- (a) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents of the signed Contract;
 - (b) “effective date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 8;
 - (c) “GCC” means these General Conditions of Contract;
 - (d) “SCC” means Special Conditions of Contract by which the GCC may be amended or supplemented; and
- 2. Relationship between the Parties** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and Contractor as between the ZRA and the Contractor. The Contractor shall, subject to this Contract, have complete charge of the Contractor’s personnel performing Services and shall be fully responsible for the Services performed by such personnel on behalf of the Contractor.
- 3. Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of Zambia.
- 4. Language** This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Location** The Services shall be performed at such locations as are specified in the Schedule of requirements.
- 6. Authorised representative** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by ZRA or the Contractor may be taken or executed by the officials specified in the SCC.
- 7. Taxes and Duties** Unless otherwise specified in the SCC, the Contractor shall pay the taxes, duties, fees and other impositions as may be levied under the law.

II. Commencement, Completion, Modification of Contract

- 8. Effectiveness of Contract** This Contract shall come into force and effect on the date of signing of the contract.

9. Termination

9.1 Termination for default:

9.1.1 ZRA may, without prejudice to any other remedy for breach of Contract, by one month's written notice sent to the Contractor, terminate this Contract in whole or in part:

- (a) if the Contractor fails to perform any or all the Services required within the period(s) specified in the Contract, or within any extension thereof granted by ZRA; or
- (b) if the Contractor fails to perform any other obligation under the Contract.

9.1.2 In the event that ZRA terminates the Contract in whole or in part, ZRA may procure, upon the terms and in the manner that ZRA considers appropriate, services similar to those undelivered, and the Contractor shall be liable to ZRA for any excess costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

9.2 Termination for Insolvency

ZRA may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or insolvent. In this event, the termination shall be without compensation to the Contractor, provided that such termination does not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ZRA.

9.3 Termination

9.3.1 This Contract may be terminated by either Party, giving three (3) months written notice to the other Party of such termination.

9.3.2 On the termination of this Contract the Contractor shall be permitted to remove all the Contractor's apparatus and equipment, which may have been placed by it upon ZRA's premises.

10. Commencement of Services

The Contractor shall begin carrying out the Services on the Effective Date as shall be specified in the SCC.

11. Expiration of Contract

Unless terminated earlier, this Contract shall terminate at the date as shall be specified in the SCC.

12. Entire agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. Neither Party nor a representative of either Party has authority to make any statement, representation, promise or

agreement not provided for in this Contract.

13. Modification

Modification of the terms and conditions of this Contract, including any modification 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 proposal for modification made by the other Party.

14. Force Majeure

14.1 Notwithstanding the provisions of GCC Clause 9, the Contractor shall not be liable for forfeiture of its performance Sanitary, liquidated damages, or termination for default if and to the extent that the Contractor's delay in performance or other failure to perform the Contractor's obligations under this Contract is the result of an event of Force Majeure.

14.2 For the purposes of this clause, "Force Majeure" means an event that is not foreseeable and is beyond the control of the Contractor or ZRA and not involving the Contractor's or ZRA's fault or negligence. Such events may include, but are not restricted to, acts of either Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

14.3 If a Force Majeure situation arises, the Contractor or ZRA shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the other Party in writing, the Party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

III. Obligations of the Contractor

15. Standard of performance

The Contractor shall perform the Services and carry out the Contractor's obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to ZRA, and shall at all times support and safeguard the ZRA's legitimate interests in any dealings with Third Parties.

16. Prohibition of conflicting activities

The Contractor shall not engage, and shall not cause its Personnel to engage, either directly or indirectly, during the term of this Contract in any activities, business or professional activities which may conflict with the activities assigned to the Contractor under this Contract.

17. Confidentiality

The Contractor or the Contractor's Personnel shall not, either during the term of the contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to ZRA's business or operations without the prior written

consent of the ZRA.

18. Liability of the Contractor

18.1 The Contractor shall indemnify ZRA, its servants and workmen against loss of or damage to property or bodily injury, sustained by ZRA, its servants or workmen by reason of any act, dishonesty or neglect of the Personnel of the Contractor whilst performing their duties within the scope of their employment with the Contractor .

18.2 Notice of all claims by ZRA in respect of any loss, damage or injury or consequential or indirect loss shall be given in writing, to the Contractor at the address given at the head of this Agreement, and in default of such notice the Contractor shall not be held responsible for such claim.

19. Equipment

All equipment, machinery or other materials, which the Contractor is required to possess for the successful execution of this Contract shall remain the sole property of the Contractor.

20. Incidental Services

The Contractor may be required to additional Services, if any, specified in the SCC.

21 Change Orders

20.1 ZRA may at any time, make changes within the general scope of the Contract in any one or more of the following and notify the Contractor of the changes, in writing :

(a) duration of the Agreement; and

(b) performance of any additional services outside the scope of the services as ZRA may require provided that such additional services shall be agreed between the Parties.

20.2 ZRA shall reimburse to the Contractor reasonable costs expended by the Contractor in carrying out any instructions under this clause.

22. Liquidated damages

Subject to clause 10, if the Contractor fails to perform any or all of the services, ZRA shall, without prejudice to its other remedies under this Contract, deduct from the contract sum, as liquidated damages, a sum equivalent to the actual loss or damage arising from the Contractor's default.

23. Subcontracts

The Contractor shall notify ZRA in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.

- 24. Delays in the Contractor's Performance**
- 23.1 Performance of Services shall be made by the Contractor in accordance with the Time Schedule prescribed by the ZRA in the Schedule of Requirements.
- 23.2 If at any time during the performance of the Contract, the Contractor or its subcontractors encounter conditions impeding timely performance of services, the Contractor shall promptly notify ZRA in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, ZRA shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.

IV. Contractor' Personnel

- 25. General** The Contractor shall employ and provide qualified and experienced Personnel required to carry out the Services.
- 26. Description of Personnel** The Contractor is required to state the title, agreed job description, minimum qualification and estimated period of engagement of each of the Contractor's key Personnel.

V. Fairness and Good Faith

- 27. 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.

VI. Payment to the Contractor

- 28. Prices** Prices charged by the Contractor for the Services performed under this Contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized in the SCC or in the ZRA's request for a bid validity extension, as the case may be. Change or replacement of spare part will not attract any labour charges.
- 29. Payment**
- 28.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 28.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 28.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty days after submission of an invoice or claim by the Supplier.

VII. Settlement of Disputes

30. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation of the Contract.

31. Dispute settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which 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 SCC.

32 Reporting Obligations

The Contractor shall submit to ZRA the following reports:

- Quarterly operation reports on the collections of bins done.
- Any report that would bring out issues of improved service delivery.

Section V: Special Conditions of Contract

1. Language (GCC 4)

The language of the Contract shall be English.

2. Authorised Representative (GCC 6)

The authorised representative for ZRA is the Secretary to the Procurement Committee.

The authorised representative for the Contractor is the Director of the Company.

3. Taxes and Duties (GCC 7)

The prices shall be inclusive of all local taxes.

4. Commencement of services (GCC 10)

The provision of the services shall commence on 1st January 2011.

5. Expiration of Contract (GCC 11)

The Contract shall expire on 31st December 2011. The ZRA shall conduct quarterly reviews and where service delivery is considered unsatisfactory; the ZRA may terminate the Contract.

6. Prices (GCC 28)

The rates quoted shall be fixed during the validity period of the Contract. Annual price reviews may be allowed where the bidder has provided enough justification acceptable to the Authority. Where the bidder applies for a rate adjustment, the Authority may award an adjustment or terminate the Contract and invite a fresh tender.

7. Payments (GCC 29)

Under GCC 28.1, ZRA will payment the contractor on a monthly basis upon submission of invoice.

8. Dispute settlement (GCC 31)

The ZRA and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this contract.

If, after thirty (30) days from the commencement of such informal negotiations, ZRA and the Contractor have been unable to resolve amicably a Contract dispute, either Party may refer the dispute for resolution to an Arbitrator in accordance with the Arbitration Act, No. 19 of 2000.

Section VI. Schedule of Requirements

1.0 The sanitary services contract shall cover the following areas:

S/N	Location	No. of bins
1	Revenue House and Revenue Hall – Lusaka	40
2	Nchanga House - Kitwe	8
3	Chelstone Training Centre - Lusaka	4

2.0 The contractor will provide the following services;

2.1 ALL FEMALE TOILETS

- provide medium sized sanitary bins accompanied with sanitary plastic bags
- empty bins at least twice a week
- disinfect bins always after emptying them
- replace a fresh sanitary plastic bag

Section VII. Sample Forms

1. Bid Form and Price Schedules.....	28
2. Bid Security Form.....	29
3. Contract Form.....	31
4. Bank Guarantee for Advance Payment.....	33
5. Format of CV.....	37

1a. Bid Form and Price Schedules

Date: _____

IFB N°: ZRA/ORD/003/10

To: [_____]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide *(description of services)* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide the services in accordance with the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the ZRA.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for the Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

[Signature]

[in the capacity of]

Duly authorised to sign the Bid for and on behalf of _____

1b. Price Schedule

Lot No.	Location	No. of bins	Cost per month
1	Revenue House and Revenue Hall – Lusaka	40	
2	Nchanga House - Kitwe	8	
3	Chelstone Training Centre - Lusaka	4	

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Purchaser]* (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance Sanitary, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of March 2009 between the **Zambia Revenue Authority**, a statutory body established under the Zambia Revenue Authority Act Chapter 321 of the Laws of Zambia with its head office at Revenue House, Kabwe Roundabout, Lusaka (hereinafter called “ZRA”) of the one part and (*name of supplier*), a company incorporated in Zambia and having its registered office at (hereinafter called “the Supplier”) of the other part: Jointly referred to as the ‘Parties’;

WHEREAS the ZRA invited bids for the provision of Sanitary services on long term contract and has accepted a bid by the supplier and **WHEREAS** the Supplier has undertaken to provide air travel arrangements on long term contract;

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents shall be part of this Agreement, viz.:
 - (i) the Purchaser’s Notification of Award (Appendix 1);
 - (ii) the Bid Form and Price Schedule (Appendix 2); and
2. In consideration of the payments to be made by the ZRA to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the ZRA to provide the services and to remedy defects therein in conformity, in all respects, with the provisions of this Contract.
3. The ZRA hereby covenants to pay the Supplier in consideration of the provision of services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the Parties hereto have caused their common seals to be hereunto affixed the day and year first before written.

Signed, sealed, and delivered by:

Signature: _____

Name: _____

Position: Commissioner General

On behalf of the Zambia Revenue Authority (ZRA)

In the presence of:

Signature: _____

Name: _____

Position: Commissioner Corporate Services

On behalf of the Zambia Revenue Authority (ZRA)

Signed, sealed, and delivered by:

Signature: _____

Name: _____ Position: Director

On behalf of (the Supplier)

In the presence of:

Signature: _____

Name: _____ Position: Manager

On behalf of (the Supplier)

4. Bank Guarantee for Advance Payment

To: *[name of Purchaser]*

[Name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Contractor]* (hereinafter called “the Contractor”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Contractor under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

5. format of curriculum vitae (CV) for a proposed professional member of 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 the present position, list in reverse order every employment held. List all positions held by staff member since graduation, providing dates, names of employing organizations, titles of positions held, and locations of assignments. For experience over the last ten years, also provide types of activities performed and Purchasers' references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my qualifications, my experience, and myself.

_____Date: ____

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

Full name of staff member:_____

Full name of authorised representative: _____