



# **Embassy of Sweden Lusaka**

Tender document – Request for Tenders  
security services 2019

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## **1. General**

The Embassy of Sweden in Lusaka, Zambia (hereinafter called the Embassy) has decided to procure the services of a Security Company, (hereinafter called the Contractor) to provide security services on a contract basis.

The procurement will be carried out through a simplified bidding procedure, in accordance with the Swedish Public Procurement Act (2016:1145) also known as the LOU. See link below for more details regarding LOU.

<http://www.konkurrensverket.se/en/publications-and-decisions/swedish-public-procurement-act/>

The Embassy needs a secure environment to conduct its affairs. The security policy of the Embassy focuses on the provision of professional security services for employees and properties. Next to material provisions and communication systems, well functioning security service to guard the various objects is a crucial part of the security system.

### **1.1. Background information**

The role of the Embassy is to promote relations between Sweden and Zambia. It represents the Swedish Government in Zambia. It encourages trade, investment and cultural exchange and provides consular services. The Embassy implements Swedish development assistance in Zambia and serves as the location for a regional development team. In 2019 alone, the development assistance has increased to approximately USD 90 million.

### **1.2. Structure of this document**

This document is structured as follows:

- Chapter 1 describes the nature of the contract and the purpose of the contract award procedure and lists the contact details of the contracting authority.
- Chapter 2 describes the contract award procedure.
- Chapter 3 sets out the requirements to be met by tenderers.
- Chapter 4 presents the award criteria/sub-criteria and explains how they are assessed.
- Chapter 5 describes the conditions and glossary.

### **1.3. Nature and size of the contract**

The contract covers the provision of security services to the Chancery which consists of three separate buildings, the Ambassador's residence and 14 other residences for sent out staff. The number of residences may vary from year to year.

#### **1.3.1. Nature of the contract**

The Embassy needs a secure environment to conduct its mission. Under this performance-based contract the Embassy requires the operations and management of professional

security services from a qualified security company in order to prevent unauthorized access, protect life and assets, maintain order, deter criminal attacks against employees, dependents and property as well as terrorist acts against all its assets, and prevent damage to Embassy property. The required security services consist of guard services and other services including material security provisions, alarm and emergency services.

**1.3.2. Object of the contract award procedure**

The object of the contract award procedure is to enter into a contract with one service provider in respect of security services to be provided. The contract will be concluded with the tenderer who has submitted the most advantageous tender.

**1.3.3. Size of the contract**

The contract will have a duration of two years and may be extended no more than 2 times for one year at a time. The contract is intended to come in force on Thursday 01 August 2019. No guarantee of obtaining a certain volume is provided and there is no guarantee that the security services contract will be extended.

**1.3.4. Lots**

The contract will not be divided into lots. The assignment constitutes a whole; subsequently the requested services are to be carried out in conjunction. The scope and volume of the contract are not suitable for further subdivision, mainly due to the sensitive nature of the assignment.

**1.3.5. Variants**

Submitting variants is not permitted.

**1.4. Contact**

All communications relating to this contract award procedure must be directed to the contracting authority's contact. It is not permitted to directly approach other officials of the contracting authority about this award procedure. Any attempt to influence staff involved in the award procedure, whether favourably or unfavourably, may lead to exclusion from participation.

The Embassy of Sweden  
P.O Box 50264  
Haile Selassie Avenue, opposite Ndeke House, Longacres  
Lusaka  
Telephone: 0211 426100  
E-Mail: [procurement.lusaka@gov.se](mailto:procurement.lusaka@gov.se)

**1.5. Reservations**

The contracting authority reserves the right to halt the contract award procedure in full or in part, either temporarily or permanently. In such a case, tenderers cannot claim compensation for any costs incurred for the purpose of this procedure.

The contracting authority will not incur any costs for the drafting and issuing of a tender, including the provision of any additional information. Any damage and/or costs which result or could result from non-award of the contract to a tenderer are at that tenderer's own risk.

By submitting a tender, the tenderer agrees to the above reservations.

## **2. The procurement procedure**

### **2.1. Procurement strategy**

The procurement will be carried out through a simplified bidding procedure. This procedure is based on the provisions of the Public Procurement Act 2016:1145, also known as LOU.

The procedure allows the Embassy to initiate negotiations with one or more of the tenderers. However, tenders may be accepted without prior negotiation, therefore it is of great importance that the best possible terms and conditions be submitted in the tender.

It is not permitted to submit a conditional tender.

### **2.2. Timetable**

The general timetable for the contract award procedure is given below. This timetable does not confer any rights on potential tenderers.

<b>Scheduled item</b>	<b>Deadline</b>
Announce tender – Contracting Authority	Monday 25 March 2019
Submit questions and report discrepancies in request for tenders - Tenderer	12:00 CAT on Friday, 29 March 2019
Send information notice – Contracting Authority	Thursday, 04 April 2019
Submit paper copy of tender - Tenderer	12:00 CAT on Thursday, 25 April 2019
Open submitted tender documents – Contracting Authority	13:00 CAT Friday 26 April 2019
Submit electronic version of tender - Tenderer	Latest by 13:00 CAT on Friday, 26 April 2019
Announce result of award – Contracting Authority	Monday, 13 May 2019
Award – Contracting Authority	Friday, 24 May 2019
Expected start date of contract	Thursday, 01 August 2019
Validity of the tender	01 February 2020

#### **2.2.1 Submission of the tender**

The information will be available on the Embassy website:

<http://www.swedenabroad.com/lusaka>

The tender and all associated attachments shall be submitted to the Embassy of Sweden in Lusaka, Haile Selassie Avenue, opposite Ndeke House, Longacres Lusaka. One physical bound copy and one electronic copy sent to [procurement.lusaka@gov.se](mailto:procurement.lusaka@gov.se). The electronic copy shall be sent to the Embassy on the Monday after the paper copy has been submitted.

If the tender versions on these media differ, the paper copy shall be the governing document.

The submission must be placed inside two (2) plain sealed envelopes as indicated below. The envelopes must be signed across the flap and sealed with cello tape.

ENVELOPE 1: An outer envelope containing the inner envelope and addressed as below:

<p style="text-align: center;">The Embassy of Sweden in Lusaka</p> <p style="text-align: center;">Haile Selassie Avenue Longacres, Lusaka</p> <p style="text-align: center;">TENDER DOCUMENTS FOR PROVISION OF SECURITY SERVICES</p>
--

ENVELOPE 2: An inner envelope containing the bound copy.

### ***2.2.2 The form and validity of the tender***

All documents and attachments in the electronic version of the tender shall be saved in a commonly used format, such as .doc, .docx, .xls, .xlsx, .ppt, .pptx, .pdf, .txt, .jpg and .tif.

Use the file format .zip if it is necessary to send the documents in a compressed form.

References to information in the form of links to web pages and unsolicited attachments will not be considered to constitute part of the tender, and will not be considered in the review and evaluation of the tender.

To facilitate examination of the tender, it is the Embassy's strong desire that the tender is formatted in accordance with the procurement document's headings/disposition, that any templates belonging to the procurement document be used and filled in, and that references to any attachments be presented in a clear manner.

The tender is valid until 01.12.2019.

### ***2.3. Clarification, additions or questions on the procurement document***

The request for tenders and its appendices have been drawn up with the greatest care.

If the procurement document is considered to be unclear, or if some of the requirements set forth are unreasonable, abnormally costly or restrictive of competition in any respect, it is important that the Embassy be contacted as soon as possible so that misunderstandings can be avoided.

The deadline to submit questions is set out in the time table. Answers to questions will be published no later than the 21<sup>st</sup> of March.

Requests for clarification or additions to the procurement document shall be submitted in writing via [procurement.lusaka@gov.se](mailto:procurement.lusaka@gov.se) the subject of the email should be stated as Request for Tenders security services 2019 UM2019/10465

Full information regarding the procurement can only be guaranteed on  
<http://www.swedenabroad.com/lusaka> under  
<https://www.swedenabroad.se/en/embassies/zambia-lusaka/about-us/procurement/>

Questions and answers, as well as any clarifications and additions submitted during the tender period, constitute part of the procurement document, and will be published on the same website.

It is the tenderer's responsibility to regularly check for questions and answers published. All questions will be displayed anonymously.

Where, during this award procedure, there are discrepancies between information notices and parts of the request for tenders, the information notices take precedence. Where there are discrepancies between information notices, a later information notice takes precedence over an earlier one.

The Embassy is under no obligation to request additions or clarifications by the tenderers, and the opportunities for correcting shortcomings in a submitted tender are limited and depend on the nature of the deficiency. It is therefore important that the tenderer ensure that all requested information and documents are provided in the tender.

### **3. Requirements for tenderers**

#### **3.1. General**

Tenderers will be assessed to see whether any grounds for exclusion apply to them (e.g. bankruptcy, submission of false statements, and irregularities involving tax and social insurance payments) and whether they are suitable to perform the contract. To assess suitability, several criteria have been formulated relating to financial capacity and technical competence.

A tender submitted by a tenderer to which a ground for exclusion applies will be set aside and will not be eligible for further assessment.

All suitability requirements are minimum requirements. This means that, for each one, all tenderers must comply with the minimum standard set for this tender. A tender that fails to meet one or more of these requirements will be set aside and will not be eligible for further assessment.

It should be noted that the contracting authority reserves the right to set aside any incomplete tenders in which not all questions have been answered.

#### **3.2. Grounds for exclusion**

Vague or incomplete submissions will not be considered. Candidates or tenders shall be excluded from participation in the procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of a criminal offence by a Court of competent jurisdiction, which makes them unsuitable to provide security services to the Embassy;
- c) they have not fulfilled obligations relating to the payment of national social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- d) they have been convicted of theft or fraud related offences, bribery, corruption, money laundering, involvement in a criminal organization or any other illegal activity detrimental to the community or the Embassy's financial interests by a Court of competent jurisdiction;
- e) they are currently subject to an administrative penalty for having been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or for failing to

supply this information, or having been declared to be in serious breach of their obligations under contracts covered by the budget of the contracting authority.

**An affidavit or written declaration sworn before a commissioner for oaths or a notary public affirming that none of the above exclusion criteria applies to the tenderer must be provided, see appendix 4.**

### ***3.3. Qualification requirements***

Tenderers who wish to participate in the procurement procedure must provide information for the evaluation of the minimum legal, professional and financial standards required of them.

This information shall cover:

- a. The company details such as full name, physical address, postal address, telephone and fax numbers; the name and designation of the person authorized to represent the company.
- b. PACRA certificates proving legal constitution and registration of the company.
- c. TPIN Number as well as certificates of registration with the relevant tax authorities in Zambia.
- d. The recently filed Annual Return Form to show the company's recent structure.
- e. Certificates proving consistency and timeliness in making payments for taxes (or in their absence, solemn declarations from the relevant authorities attesting that the company has been consistent in paying such taxes).
- f. Certificates proving consistency in the timely remittance of NAPSA dues (or in their absence, solemn declarations from the relevant authorities attesting that the company has been consistent in remitting such dues).
- g. Tenderers must have a stable financial basis.

Companies that are required to prepare annual audited accounts:

- must demonstrate that the company has a stable financial basis by providing to the tender copies of the most recent year's adopted annual audited accounts, including a signed auditor's report.

Companies that are not required to prepare annual accounts, or newly established companies must:

- demonstrate that the company has a stable financial basis by submitting with the tender, income statements and balance sheets and financial statements for the two most recent years.

- If the tenderer has unusually low or negative key ratios, compared to the average for the sector of trade and/or shows a loss, the tenderer must be able to submit an acceptable explanation with the tender, so that the tenderer's stable economy can be substantiated (e.g. by annexing a parent company guarantee or bank guarantee). If a group guarantee is submitted, a credit report will also be requested for the group to evaluate its stability.
- If a tender is being submitted by a consortium, each party must submit the information or documentation requested.
- h. Turnover statement - demonstrating an annual turnover exceeding 1.0 Million ZMW for each of the last three years;
- i. Balance sheets - extracted from the company's audited accounts and indicating a positive net assets position for each of the last three years;
- j. Certificates proving insurance cover for the company's activities, specifically risk cover notes for either public liability insurance or professional liability insurance and workman's compensation.
- k. Information regarding contracts on similar services in Zambia rendered to at least three named clients in the last three years, especially those services provided to international or foreign companies, diplomatic missions or representations of international organizations;

**The tenderer shall submit all documentation in accordance with the section "Qualification requirements" with their tender document. Such documentation must support the claim that the above-mentioned requirements are fulfilled.**

### ***3.4. Basic general technical and service requirements***

Companies who wish to participate in the procurement procedure must also provide information for the evaluation of the minimum technical standards required of them.

This information shall cover:

- a. The facilities and resources available to the company to ensure the quality of the services. These include:
  - i. tools and equipment;
  - ii. motor vehicles and back up units;
  - iii. offices, workshops, garages, other physical facilities;
  - iv. means of communication e.g. VHF/HF radio and radio control room facilities;
  - v. guard monitoring systems;
  - vi. panic button/alarm installation and maintenance facilities;
  - vii. information on staff numbers over the last three years;
  - viii. the number of permanent administrative (managerial) staff;

- ix. the number of guards broken down into ranks/categories;
- x. the number of other technical (operational) staff such as radio controllers, radio operators, inspectors, supervisors, back up units, other emergency units and alarm technicians;
- b. The quality standards to which the company's services comply;
- c. The quality assurance system in place for its operations. This system shall, at minimum, include and describe the following:
  - i. routines for the handling deviations and complaints.
  - ii. routines for audits of the quality assurance system.

**The tenderer shall submit all documentation in accordance with the section "Basic General and Technical Service requirements" with their tender document. Such documentation must support the claim that the above-mentioned requirements are fulfilled.**

#### ***3.4.1 Declaration on core competences and references***

In Appendix 6 (Declaration on core competences security services 2019) references are required.

The reference shall show that the tenderer has experience of the core competences listed below, and therefore sufficient experience to perform the contract:

- Security of risk sensitive public buildings
- Working with different technical means of communication

**Tenderers shall provide one reference contract per competence. No more than three years must have elapsed between the completion date of the reference contract and the deadline for submitting the tender. It is thus permissible for a contract to have begun more than three years ago.**

In verifying the tenderer's response form, the contracting authority reserves the right to make inquiries with referees about the quality of the services provided.

#### ***3.5 Environmental requirements***

The Embassy tries to carry out its daily operations in an environmentally conscious manner where by eco-friendly decision-making and behaviours are integrated into operational activities. The Embassy therefore requires that future cooperation partners also contribute to a better environment through systematic and well considered environmental work in their own operational activities. Such environmental work may for example be related to the proper disposal of waste material related to their business, smoking/nonsmoking rules, recycling etc.

**To prove that this requirement is met, a description of the tenderer's internal environmental work related to the services they provide must be annexed to the tender.**

### ***3.6 Gender Equality and Anti-discrimination requirement***

Sweden's government aims to ensure that women and men have the same power to shape society and their own lives. Sweden wants discrimination to end and is a leading advocate for gender equality anti-discrimination and respect for human rights. Sweden is also the first country in the world to pursue a feminist foreign policy. The Embassy therefore requires that future cooperation partners work towards improving gender equality and to have a well-considered equality aspect in their own operational activities.

**To prove that this requirement is met, a description of the tenderer's internal efforts related to incorporation of gender equality and anti-discrimination aspects during service provision must be annexed to the tender.**

### ***3.7 Terms of Reference***

The Terms of Reference can be found in Appendix 3. It sets out the requirements that the services must meet.

Requirements must be satisfied unconditionally. Tenders that do not meet the requirements in the Terms of Reference will be set aside.

### ***3.8 Social conditions***

The contractor is requested to follow applicable Zambian social and labour law obligations. The contractor must follow the core labour standards, as laid down in the convention of the International Labour Organisation (ILO), on the abolition of forced labour and slavery (nos.29 and 105), on the abolition of child labour (nos. 138 and 182), on the elimination of discrimination in respect of employment and occupation (nos. 100 and 111), the right to freedom of association and collective bargaining (nos.87 and 98), on occupational safety and health and the working environment (Convention 155) and on wages (Conventions 26, 95 and 131).

The contractor will recognise the human rights specified under the Universal Declaration of human rights and implementation of the Declaration in binding agreements that are relevant to labour and business matters.

**3.8.1 Labour conditions**

1. The maximum norm for each employee's working hours for the employees is 12 hours per shift, with an average of 60 hours per week. Average maximum working hours should be calculated over a period of 13 weeks, with 60 hours being the maximum that may be worked in any one week.
2. The contractor will pay the employee at least the national statutory gazetted minimum wage.
3. The contractor will at all times observe the rules of the applicable national labour law for every employee.
4. Overtime will be paid according to Zambian labour law.
5. The tenderer is also required to submit an option whereby the maximum norm for each employee's working hours for the employees is 12 hours per shift, with an average of 48 hours per week. Average maximum working hours should be calculated over a period of 13 weeks, with 48 hours being the maximum that may be worked in any one week.

## 4. Contract award phase

### 4.1. Opening of tenders

The tenders will be opened on the date specified in section 2.2 (Timetable). They will not be opened in public.

### 4.2. Evaluation method

Tenderers that are not excluded on the basis of the grounds for exclusion and requirements will be assessed on their score for the further award criteria.

The basic criterion for the award of the contract will be the 'most economically advantageous tender'. This means that the price and quality will be assessed, as described in this document.

### 4.3. Further award criteria

All the requirements and further award criteria/sub-criteria are specified in table 2 below. The maximum number of points is given in the table.

	Requirements		
Requirement 1	Acceptance of Draft Contract security services 2019	Knock-out	
Requirement 2	Acceptance of the ToR	Knock-out	
Further award criteria		Weighting factor	Maximum points
	<b>Quality, consisting of</b>		
1	Managers CV	10%	30 points
2	Guard profile and training methodology	20%	40 points
3	Social conditions	10%	10 points
4	Alarm procedure and rapid response	30%	10 points
	<b>Price</b>	30%	10 points
	Total	100%	100 points

Table 2

Tenderers must submit information relating to the further award criteria, as requested in the request for tenderer's response form (Appendix 5).

#### 4.3.1 Assessment

The tenders will be assessed by the assessment committee. Bids will be evaluated based on fulfilling all the requirements and then be assessed on the further award criteria. Points can be scored for each further award criteria. The maximum number of points and the relative weight of each criteria are indicated in table 2. For each question, the scores

awarded will then be multiplied by the weighting factor, resulting in a total score for each tenderer.

In assessing the responses to quality award criteria, the assessment committee will award the following scores: 0, 2, 4, 6, 8 and 10, where:

0	=	no response
2	=	very poor response
4	=	poor response
6	=	reasonable response
8	=	good response
10	=	excellent response

*The lowest price will be given the maximum score (10 points). The scores for the tender prices will be calculated as follows: (lowest price/submitted price) times 10.*

*The contracting authority reserves the right to set aside tenders with uncompetitive prices (i.e. prices that are extremely high or low (including ZMW0 or ZMW1)); this applies to both total and individual prices.*

#### **4.4 Verification of details in tenderer's statement**

After notifying tenderers of its intended award decision, the contracting authority will verify the information in the statement of the winning tenderer.

If, following the verification process, the supporting documents provided do not match the information given in the tenderer's statement, the tenderer will be excluded from the final award. The information provided by the tenderer that ended in second place will then be verified, etc.

#### **4.5 Contract award decision**

Award decisions will be sent to all tenderers by e-mail via the addresses stated by the tenderers as soon as possible after a decision to award the contract has been made.

Information on award decisions will also be published on the Embassy's website.

The reception of a notification regarding the award decision does not mean that a binding contract has been entered into between the Embassy and the winning tenderer. A contract only becomes legally binding when it has been signed by both parties.

The contract will be signed not later than ten (10) days after the date on which the notification of the award decision is sent to the tenderers.

#### **4.6 Appeal**

If this contract award procedure gives rise to a dispute between the parties involved, including a dispute that only one of the parties recognises as such, the competent court will be the Administrative Court in Gothenburg, Sweden.

Any tenderers that object to the award decision must institute interim injunction proceedings before the interim relief judge at The Administrative Court in Gothenburg within 10 calendar days of the date of dispatch of the notification of the award. Tenderers that fail to do so will forfeit all their rights. The award will be deferred pending the judgment in any proceedings. The judgment will form the basis for further contract award decisions.

### **5. Conditions**

#### *General*

1. By submitting a tender, the tenderer undertakes to ensure that its employees, in addition to fulfilling the requirements and wishes, cooperate fully with any security check conducted on the contracting authority's behalf. If the contracting authority wants a security check to be conducted, the tenderer will be notified in good time.

#### *Contract*

2. A condition for a contract award becoming final is that the tenderer unconditionally accepts the contract. The draft contract can be found in Appendix 2.

#### *Tenders*

3. The contracting authority reserves the right to set aside tenders with uncompetitive prices (i.e. prices that are extremely high or low (including ZMW0 or ZMW).
4. By signing the Tenderer's statement security services 2019 and the Tenderer's Response Form security services 2019 (Appendix 5), the tenderer vouches for the accuracy, completeness and regularity of all the information requested and supplied, and agrees to all the conditions contained in the tender documents. The provision of inaccurate information by the tenderer may at any time during the procurement process lead to exclusion from the contract award procedure.
5. The statement of agreement must be signed by an official authorised to represent the tenderer and conclude binding agreements on its behalf.

#### *Language*

6. All requested information, statements/declarations and other documents shall be in English. All correspondence and documentation produced by the Embassy will be in English only. Correspondence relating to this contract award procedure shall be in English.

*Conditions and reservations of tenderers*

7. Tenders must not contain any conditions or reservations. Tenders containing conditions or reservations will be disregarded.

*Confidentiality*

8. By signing the tender, the tenderer undertakes to maintain confidentiality with regard to all information obtained in connection with this award procedure and not to provide any information to third parties. An exception can be made for subcontractors or third parties who provide assistance in the preparation of the tender. In such cases the tenderer remains responsible for ensuring compliance with the duty of confidentiality, in respect of both itself and any third parties engaged.
9. The tenderer undertakes not to make any statements of any kind that could harm any of the other participants. Tenderers who breach this condition may be excluded from further participation in this award procedure.

*Publicity*

10. Publicity regarding this award procedure is allowed only after the Embassy has given its written approval.

*Fair competition*

11. The tenderer declares that the tender has not come about under the influence of an agreement, decision or conduct that contravenes Swedish competition law. Tenderers who breach this condition may be excluded from further participation in this award procedure.

*Notifications*

12. Oral communications, undertakings or agreements have no legal force unless confirmed in writing by competent persons.

*Conflicts of interest and prior knowledge*

13. To ensure the objectivity and independence of the performance of the contract, the tenderer (including every member of a partnership) declares that it has no financial ties or other conflict of interest that may affect the performance of the contract, nor will it have such during the term of the contract. The tenderer agrees that the contracting authority may also determine the existence of a conflict of interest.
14. Conflict of interest includes employing an employee of the contracting authority or a former employee who left the contracting authority less than two years ago who is or will be directly or indirectly involved in the current award procedure or the performance of the contract. In such an event, the tenderer must report this to the contracting authority. If the contracting authority has legitimate reasons for assuming that, contrary to a tenderer's statement, a conflict of interest does exist, the tenderer will be excluded from the award procedure.
15. Organisations that are involved in this award procedure as external advisers to the contracting authority or in any other way are not permitted to submit tenders.

*Applicable legislation*

16. This procurement award procedure (including tenders submitted) is subject to the Swedish procurement act 2016:1145, also known as LOU.

**5.1. Joint tenders**

If a tenderer is unable or unwilling to provide the requested services independently, it may submit a joint tender with other organisations. This may be done in two ways:

- 1) As a *consortium*, each member of which declares (by signing the tenderer's statement (Appendix 4) that it is jointly and severally liable for full and proper compliance with all obligations arising from the contract award. The consortium's lead party and authorised representative in dealings with the Embassy must be specified in the tenderer's statement (Appendix 4). The consortium must also specify in Appendix 5 which activities will be performed by each consortium member.

All the grounds for exclusion apply to each of the consortium members. None of the consortium members must be subject to any of the grounds of exclusion for the tender to be valid.

All the conditions apply to all consortium members.

- 2) As a *principal contractor*, engaging the services of *subcontractor(s)* (third parties, organisations, legal persons, etc.). If awarded the contract, the tenderer (who is both the principal contractor and lead party) is jointly and severally liable for compliance with all obligations arising from the contract, including the obligations of the subcontractor(s).

If a tender is submitted by a principal contractor/subcontractor(s):

- a. the principal contractor must specify in the tender which subcontractor will satisfy which requirements/criteria and perform which activities, and to what extent; by submitting a tender, the principal contractor declares that it has access to the resources of the subcontractor(s) necessary for the performance of the contract, as demonstrated by a declaration from each subcontractor;
- b. the part of the contract corresponding to particular requirements/criteria must be performed by the designated subcontractor;
- c. subcontractor(s) must not be subject to any of the grounds for exclusion referred to in the tender document. The conditions apply to both the principal contractor and the subcontractor(s) unless provided otherwise.

By submitting the tenderer's response form, Appendix 5, each consortium member / the principal contractor (in its own capacity and on behalf of each subcontractor) declares that everything described in the tender (in terms of fulfilment of further award criteria/subcriteria) will be available or will be fully representative of what will be available for the performance of the contract.

By signing the Tenderer's response form security services 2019, Appendix 5, the tenderer declares that when supplying information in this award procedure (relating to

suitability requirements or further award criteria/subcriteria), it will always specify the consortium member, principal contractor or subcontractor from which the information originates.

In the event of a joint tender, Appendix 5 must specify who will act as the contact (single point of responsibility). The contracting authority will correspond exclusively with the contact.

The tenderer's contact must have full authority to make decisions and be demonstrably empowered to act on the tenderer's behalf.

Consortium members or the principal contractor/subcontractor(s) are not permitted to submit more than one tender (one bidder, one bid).

Companies forming part of the same group may only request to participate as a tenderer (independently, as a consortium, or as subcontractor(s)) if they can demonstrate – at the contracting authority's request – that they have each drawn up the tender independently of the other tenderers (including tenderers forming part of the same group) and have observed confidentiality. If any of the tenderers in question is unable to demonstrate this, all the tenderers belonging to the group in question will be excluded.

The contracting authority may exclude a tenderer if the composition of the partnership is altered during the award procedure (i.e. after submission of the tender and before the contract is concluded) without prior written permission from the contracting authority.

The contractor is not permitted to alter the composition of the partnership during the performance of the contract without prior written permission from the contracting authority.

## 5.2. Glossary

In this request for tenders and the attached draft contract, the following definitions apply.

<b>Assessment committee</b>	The persons who, on behalf of the contracting authority, assess the tenders received and issue advice to the authority authorised to award the contract.
<b>Consortium</b>	A partnership between two or more legal entities, in which the members are jointly and severally liable for compliance with such obligations to the contracting authority as arise from or are associated with the contract.
<b>Contact</b>	The person, representing the contracting authority, with whom tenderers should communicate during the contract award procedure: The Embassy of Sweden <a href="mailto:ambassaden.lusaka@gov.se">ambassaden.lusaka@gov.se</a>
<b>Contract</b>	The contract that is ultimately concluded between the contracting authority and the contractor.
<b>Contracting authority</b>	The Embassy of Sweden in Lusaka
<b>Contractor</b>	The tenderer with which the contracting authority enters into a contract under this contract award procedure.
<b>Further award criteria/subcriteria</b>	The criteria, as set out in the request for tenders, that form the basis for assessing the merits of the tender.
<b>Grounds for exclusion</b>	The mandatory grounds for exclusion from participation referred to in section 13 §1 of the Public Procurement Act 2016:1145 and the optional grounds for exclusion used by the contracting authority, referred to in section 13 § 2 and 3 of the Act.
<b>Information notice</b>	Document containing anonymised questions asked by potential tenderers, together with the answers given by the contracting authority. It includes any amendments/additions to the request for tenders. This information notice forms an integral part of the request for tenders.
<b>Public Procurement Act 2016:1145</b>	Act of 1 December 2016.
<b>Potential tenderer</b>	An organisation that can submit a tender.
<b>Request for tenders</b>	

This document, which describes and explains the organisation of the contracting authority, the contract award procedure to be followed, the requirements and award criteria, and the method for assessing tenders.

**Requirements**

Minimum requirements for the service to be met by the tender for the tenderer to be eligible for award of the contract. If the tender fails to meet any of the requirements, it will not be included in the further assessment process.

**Tender**

A bid submitted by a tenderer on the basis of the request for tenders issued by the contracting authority.

**Tenderer**

An enterprise that submits a tender on the basis of the conditions set out in the request for tenders.

**Tenderer's statement**

The statement concerning grounds for exclusion. The tenderer must complete and sign it and attach it to the tender.

These appendices are provided as separate documents.

**Appendix 1 General Terms and Conditions for service contracts**

**Appendix 2 draft contract**

**Appendix 3 Terms of reference security services 2019**

**Appendix 4 Tenderer's statement**

**Appendix 5 Request for tenderer's response form**

**Appendix 6 Declaration on core competence**