



Embassy of Sweden Lusaka

Contract
Cleaning services 2021

The undersigned parties:

1. The Embassy of Sweden for an on behalf of the Government of Sweden, legally represented in this matter by the Ambassador of Sweden in Lusaka, hereafter referred to as the "Contracting Authority" and/or the "Embassy",

and

2. Name of Company,

which has its registered office in, Zambia

legally represented in this matter by

..... Managing Director

hereafter referred to as "the Contractor",

WHEREAS:

- On 29.03.2021 the Contracting Authority through the means of an open bidding procedure published a tender in order for the Contractor to submit a bid for the provision of cleaning services and related services, as described in the tender document;
- The Contractor has sufficiently familiarised itself with the Contracting Authority's organisation, the environment in which the Contractor has to operate, and the relevant work processes and data flows; and
- The Contracting Authority wishes to accept the Contractor's bid.

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each Party, the Parties, intending to be legally bound, hereby agree as follows:

1. Object of the Contract

1.1 The Contracting Authority hereby commissions the Contractor to provide the services set out in the Terms of Reference, Appendix 3 in accordance with the bid dated ref.(annex 5, Tenderer's Response Form) submitted by the Contractor in response to the Contracting Authority's request for quotations dated 29.03.2021 , ref., (annex 5, Tenderer's Response Form"), which commission the Contractor hereby accepts, in so far as this Contract does not contain any provisions to the contrary.

1.2 The following documents are an integral part of this Contract. In so far as these documents contradict one another, the order of rank is as follows, with each document prevailing over those beneath it:

1. This Contract;
2. General Terms and Conditions;
3. Terms of Reference;
4. Tenderer's Response Form on which the Contract is based.

However, if a lower-ranking document sets stricter security requirements, the stricter requirements apply.

2. Formation and duration of the Contract

- 2.1 This Contract is formed once it has been signed by both / all Parties (the "Commencement Date").
- 2.2 The agreed Services will be performed in the period from 02.08.2021 to 31.07.2023 unless earlier terminated in accordance with this Contract.
- 2.3 The Contracting Authority may extend the Contract a maximum of 2 times for a period of twelve months each time under the same conditions. The Contracting Authority will inform the Contractor in writing of whether it intends to exercise the option to extend the Contract at least 3 months before the end of the initial/current term of the Contract. If the Contracting Authority does not exercise the option to extend the Contract, the Contract will expire automatically at the end of the term stipulated in article 2.2, or at the end of the twelve-month extension, if the option was exercised at the end of the initial term.

3. Services

Upon the Commencement Date, the Contractor undertakes to perform the Services set out in the Terms of Reference, Appendix 3 and in accordance with the Tenderer's Response Form.

4. Price and other financial provisions

- 4.1 The Contractor will perform the Services for a fixed aggregate fee of ZMW per month (excluding VAT). All costs, expenses and disbursements relating to or in connection with the performance by the Contractor of its Services in terms of this Contract shall be borne and paid by the Contractor.
- 4.2 It is expressly agreed that, if some or all of the Services are not exempt from VAT but the Contractor nevertheless omits to charge VAT, the Contracting Authority will not be liable to pay the VAT in question.
- 4.3 The fee covers all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.

- 4.4 The agreed maximum monthly fees are fixed up to and including 31.07.2022 (date 1) and may only be adjusted as of 01.08.2022 by a percentage not exceeding the price index published by the (national statistics office) in Zambia for weekly and monthly wages (including any holiday allowances) for all categories of adult employees in the sector to which the cleaning company is classified as belonging.

The decision on whether to adjust the maximum monthly fees, and if so by what percentage, rests at all times with the Contracting Authority, which will exercise its discretion reasonably and fairly. Adjustments may be made in a range between 0% and the stated price index.

Cost increases due to statutory measures by the authorities may be passed on in the maximum monthly fees at all times.

- 4.5 Payment is to be made within 30 days of the invoice date.
- 4.6 The Contractor is to send the invoice(s), quoting the contract number to:
- The Embassy of Sweden
P.O Box 50264
Haile Selassie Avenue, Longacres, Lusaka

5. Contacts (project managers)

- 5.1 The Contracting Authority's contact is the Head of Administration.
The Contractor's contact is Managing Director and, Operations Manager
- 5.2 The contacts named above cannot enter into legally binding contracts on the Parties' behalf.

6. Time and place

- 6.1 The locations requiring cleaning services and their addresses will be provided to the Contractor and may vary during the contract period.

7. Applicable terms and conditions

- 7.1 This Contract is governed by and is to be construed in accordance with Zambian law.
- 7.2 The Contractor hereby agrees to indemnify, hold harmless, and defend the Embassy and assigns (collectively "Embassy Indemnified Parties") from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to attorneys' fees), incurred by or made against the Embassy Indemnified Parties in connection with any claim arising from or related to (i) any breach, non-observance, or non-performance of the Agreement by the Contractor; and (ii) any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the

Contractor or any of the officers or employees of the Contractor; (iii) any act or omission by the Contractor resulting in the said liability, loss, claim, damage(s), expenses or costs. This indemnity shall continue to operate notwithstanding the termination or expiration of this Contract for any reason.

- 7.3 By way of addition to article 9.4 of the General Terms and Conditions, the Contracting Authority's administrative officers will conduct inspections at random times to assess the quality of the Services provided. The Contractor will cooperate with such inspections in any way required. The results of the inspections will be reported to the Contractor in writing at monthly intervals. Shortcomings observed during the month in question will be discussed in the report.
- 7.4 Should the duty of confidentiality imposed on the Contractor and its staff under article 9.2 of the General Terms and Conditions be breached, the Contractor will be liable for any liability, loss, claim, damage(s), expenses or costs arising from such breach.
- 7.5 By way of addition to article 10.2 of the General Terms and Conditions, the Contracting Authority will be entitled to terminate this Contract:
- a. With immediate effect if it discovers that the Contractor has, at the time of contract award, been in one of the situations referred to in 13:1 of the Swedish Public Procurement Act of 2016 and should therefore have been excluded from the procurement procedure;
 - b. With immediate effect if it discovers that the Contractor has, at the time of contract award, been in one of the situations referred to below:
 1. Criminal activity;
 2. Corruption, however defined by law;
 3. Fraud, however defined by law;
 4. Money laundering or terrorist financing, however defined by law;
 5. Terrorist offences or offences linked to terrorist activities, however defined by law;
 6. Trafficking in human beings however defined by law or
 - c. With immediate effect if it discovers that the Contractor has procured the Contract by the use of false documents; the offer or receipt of bribery, corruption and/or influencing peddling; or the failure to provide full disclosure in respect of the procurement exercise; or
 - d. it gives at least 45 days' notice in the event that:
 - (i) diplomatic and/or consular ties between Sweden and Zambia are severed;
 - (ii) the Embassy is closed down or moved to a location outside Zambia.
- 7.6 Notwithstanding clause 7.5 above, either party may terminate this Contract without cause by giving the other 30 days' written notice.
- 7.7 The Contractor will provide a single point of contact for all matters related to this contract.

8. Declaration of integrity

- 8.1 The Contractor hereby declares that it has not offered or given members of the Contracting Authority's staff any benefit in order to obtain the Contract nor arranged for them to be offered or given any such benefit. It undertakes not to do so in the future with a view to inducing any members of the Contracting Authority's staff to perform or refrain from performing any act.
- 8.2 The Embassy of Sweden and the Contractor agree to cooperate to counteract corruption during the duration of the contract. In the planning and implementation of the operational activities, the contractor shall take into consideration the risk of corruption. As and when a substantial risk of corruption is identified immediate steps should be taken to mitigate the risk.

The Contractor undertakes to investigate and if necessary take action, including legal measures, against any person or persons whom there is good reason to suspect of corruption or other improper gain.

The Embassy of Sweden has zero tolerance of corruption. The Contractor shall immediately inform the Embassy of any suspicion of illegal or corrupt practice under this contract the Contractor is aware of or that has been brought to its attention, whether or not under the Contractor's responsibility. The Contractor shall provide the Embassy with information on the findings and actions or measures taken by the Contractor. Upon receipt of any such notification, the parties shall promptly consult with each other to determine further actions to be taken in order to resolve the matter. The Contractor shall keep the Embassy informed on the progress of any formal investigation concerning the matter and provide the Embassy with a final report of the findings of such investigations upon its conclusion.

9. Final provisions

- 9.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing. No provision of this Contract may be amended, modified and/or waived, otherwise than by the express written agreement of the parties nor may any breach of any provision of this Contract be waived or discharged except with the express written consent of the parties not in breach. The failure to exercise any right provided in this Contract shall not be a waiver of prior or subsequent rights.
- 9.2 Relationships. Nothing contained in this Contract shall be deemed to constitute either party, a partner, joint venturer or employee of the other party for any purpose.
- 9.3 Severability. If a court finds any provision of this Contract invalid or unenforceable, the remainder of this Contract shall be interpreted so as best to effect the intent of the parties.
- 9.4 Integration. This Contract expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings.
- 9.5 Successors and Assigns. This Contract and each Party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Contract through its authorized representative.
- 9.6 Each Party confirms that it has taken independent legal advice on the terms of this Contract and hereby waives any objections as to the content of this Contract.

This Contract to provide cleaning services has 2 annexes, specified in the list below, which form an integral part of the Contract.

For the Contracting Authority

Name: Anna-Maj Hultgård

Position: Ambassador

Place:

Date:

Signature:

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For the Contractor

Name:

Position: Managing Director

Place:

Date:

Signature:

.....

List of annexes to the Contract to provide Cleaning Services

Annex 1 Tender document including appendix 1 and 3

Annex 2 Tenderer's Response Form including appendixes 4 and 6