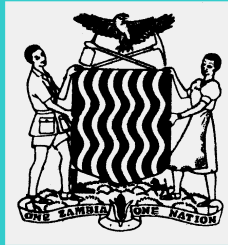


NATIONAL ASSEMBLY OF ZAMBIA



GOVERNMENT OF THE REPUBLIC OF ZAMBIA

BIDDING DOCUMENTS

TENDER No. NAS/PC/17/10

TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF CONFERENCE PUBLIC ADDRESS SYSTEMS FOR FIVE (5) NEW COMMITTEE ROOMS AT NATIONAL ASSEMBLY

Financing Agent: Parliamentary Reforms Programme (PRP) III

National Assembly of Zambia
Parliament Buildings,
P.O. Box 31299
Lusaka, ZAMBIA

Tel: +260-1-292425-36

Fax: +260-1-292252/5563

July, 2010

STANDARD BIDDING DOCUMENTS FOR PROCUREMENT OF GOODS

SUMMARY

Table of Contents

PART 1 – Bidding Procedures.....	6
Section I. Instructions to Bidders.....	10
This section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening and evaluation of the bids and on the Award of contracts. Section 1 contains provisions that re to be used without modification	
Section II. Bidding Data Sheet (BDS)	30
This section includes provisions that are specific to each procurement and supplementary section I, ITB	
Section III. Evaluation and Qualification Criteria	35
This section specifies the criteria to be used to determine the lowest evaluated bid, and the Bidder's qualification requirements to perform the contract.	
Section IV. Bidding Forms	40
This section includes the form for the Bid submission, price, schedules, Bid security, and the manufacture's Authorisation to be submitted with the Bid.	
PART 2 – Supply Requirements	51
Section VI. Schedule of Requirements
This Section includes the List of Goods and Related Services, the delivery and completion schedules, the Technical specific and the drawings that describe the Goods and related services to be procured.	
PART 3 - Contract	57
Section VII. General Conditions of Contract	59
This Section includes the general clauses to be applied in all contacts.	
Section VIII. Special Conditions of Contract	80
This Section includes clauses specific to each contract that modify or supplement section VII (GCC)	
Section IX. Contract Forms	85
This section includes the form for the Agreement which once completed incorporates.	

Corrections or modifications to the accepted bid that are permitted under the Instruction to Bidder (ITB), the General Conditions of Contract and the Special Conditions of Contract.

The forms for Performance Security and Advance Payment Security, when required shall only be completed by the successful bidder after Contract Awards.

BIDDING DOCUMENTS

ISSUED ON: _____

For Procurement of

TENDER NO: NAS/PC/17/10
Supply, installation and Commissioning of PA
Systems

PROJECT: In five (5) Committee Rooms at the National
Assembly

PURCHASER: National Assembly /PRP III

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Clauses	Page
A. General	10
1. Scope of Bid.....	10
2. Source of Funds	10
3. Fraud and Corruption	10
4. Eligible Bidders.....	11
5. Eligible Goods and Related Services	11
B. Contents of Bidding Documents	11
6. Sections of Bidding Documents	11
7. Clarification of Bidding Documents.....	13
8. Amendment of Bidding Documents	13
C. Preparation of Bids	13
9. Cost of Bidding	13
10. Language of Bid	13
11. Documents Comprising the Bid.....	14
12. Bid Submission Form and Price Schedules	14
13. Alternative Bids.....	17
14. Bid Prices and Discounts	14
15. Currencies of Bid.....	17
16. Documents Establishing the Eligibility of the Bidders	17
17. Documents Establishing the Eligibility of the Goods and Related Services..	17
18. Documents Establishing the Conformity of the Goods and Related Services	17
19. Documents Establishing the Qualifications of the Bidder	18
20. Period of Validity of Bids.....	19
21. Bid Security and Bid-Securing Declaration.....	19
22. Format and Signing of Bid	20
D. Submission and Opening of Bids	20
23. Submission, Sealing and Marking of Bids	20
24. Deadline for Submission of Bids.....	21
25. Late Bids	21
26. Withdrawal, Substitution, and Modification of Bids.....	21
27. Bid Opening	22
E. Evaluation and Comparison of Bids	23
28. Confidentiality	23

29.	Clarification of Bids	23
30.	Responsiveness of Bids	23
31.	Non-conformities, Errors, and Omissions	24
32.	Preliminary Examination of Bids	25
33.	Examination of Terms and Conditions; Technical Evaluation	25
34.	Conversion to Single Currency	25
35.	Domestic Preference	26
36.	Evaluation of Bids	26
37.	Comparison of Bids.....	27
38.	Postqualification of the Bidder	27
39.	Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids	28
F.	Award of Contract	28
40.	Award Criteria	28
41.	Purchaser’s Right to Vary Quantities at Time of Award.....	28
42.	Notification of Award	28
43.	Signing of Contract.....	28
44.	Performance Security.....	29

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

Section I. Instructions to Bidders

A. General

- 1. Scope of Bid** 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements.
- 1.2 Throughout this Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds** 2.1 The source of funds is the Parliamentary Reform Programme through National Assembly of Zambia and a Consortium of Co-operating Partners. The Purchaser named in the Bid Data Sheet intends to apply a portion of these funds to eligible payments under the contract for which these Bidding Documents are issued.
- 3. Fraud and Corruption** 3.1 It is the Government’s policy to require that the purchaser as well as Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Government:
- (a) defines for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and
 - (ii) “fraudulent practices” means a misrepresentative of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser; it includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to

deprive the purchaser of the benefits of free and open competition.

- (b) Will not accept a purchaser's proposal for 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) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

4. Eligible Bidders

- 4.1 This Invitation for Bids is open to reputable and well-established and approved firms dealing in such items, within or outside Zambia.
- 4.2 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 goods and services to be purchased under this Invitation for Bids.
- 4.3 Bidders who are or have been declared ineligible due to corrupt and fraudulent practices shall not be allowed to participate in the bid.

5. Eligible Goods and Related Services

- 5.1 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.

B. Contents of Bidding Documents

6. Contents of Bidding Documents

The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria

-
- Section IV. Bidding Forms
 - Section V. Eligible Countries

-
- 6.1 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.2 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 7. Clarification of Bidding Documents**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than Fourteen (14) days prior to the deadline for submission of bids prescribed in the Bid data Sheet. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 7 and ITB Sub-Clause 23.2.
- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2
- C. Preparation of Bids**
- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, 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 BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an

accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents
Comprising
the Bid**

- 11.1 The Bid shall comprise the following:
- Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 11, 12, and 14;
 - Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20, if required;
 - Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;
 - Documentary evidence in accordance with ITB Clause 15 establishing the Bidder's eligibility to bid;
 - Documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - Documentary evidence in accordance with ITB Clauses 17 and 29, that the Goods and Related Services conform to the Bidding Documents;
 - Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- Any other document **required in the BDS**.

12. Bid Form

- 12.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices

**13. Bid Prices
and
Discounts**

- 13.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 13.2 All lots and items must be listed and priced separately in the Price Schedules.
- 13.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 13.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 13.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms,

published by The International Chamber of Commerce, as specified in the **BDS**.

13.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
 - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Purchaser's

Country, already imported:

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 13.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 29. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed

price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 12.4 provided the bids for all lots are submitted and opened at the same time.

14. **Alternative Bids** 14.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
15. **Currencies of Bid** 15.1 The Bidder shall quote in the currency of the Purchaser's Country unless otherwise specified in the **BDS**.
16. **Documents Establishing the Eligibility of the Bidder** 16.1 Pursuant to ITB Clause 10, 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.
16.2 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 3.
17. **Documents Establishing the Eligibility of the Goods and Related Services** 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 4, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
18. **Documents Establishing the Conformity of the Goods and Related Services** 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating

substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**19. Documents
Establishing
the**

**Qualificatio
ns of the
Bidder**

19.1 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, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- (d) that the Bidder has the financial, technical, and production capability necessary to perform the Contract;

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 19.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security

- 21.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 21.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct that would warrant the forfeiture of the security, pursuant to ITB Clause 12.7.
- 21.3 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.
- 21.4 Any bid not secured in accordance with ITB Clauses 14.1 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 23.
- 21.5 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 15.
- 21.6 The successful Bidder's bid security will be discharged upon the Bidder

signing the Contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

21.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of the validity of
- (b) the bid specified by the Bidder on the Bid Form; or
- (c) if a Bidder does not accept the correction of errors pursuant to ITB Clause 23.2; and
- (d) in the case of a successful Bidder, if the Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 32;
 - or**
 - (ii) furnish the performance security in accordance with ITB Clause 33.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.

Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.

Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

24.2 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.

25. Late Bids

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23.

25.2 Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly

marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned unopened to the Bidders.

- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. Bid Opening

- 27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 22.1, shall be as **specified in the BDS**.

- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered

for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.

27.5 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
- 30. Responsiveness of Bids**
- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be

corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) ©if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- (d) If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

32. Preliminary Examination of Bids

32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 10 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 11.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 11.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20, if applicable.

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, it shall reject the Bid.

34. Conversion to Single

34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies

Currency	into an amount in a single currency specified in the BDS , using the selling exchange rates established by the source and on the date specified in the BDS .
35. Domestic Preference	35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the BDS .
36. Evaluation of Bids	<p>36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 35 No other criteria or methodology shall be permitted.</p> <p>To evaluate a Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> (a) evaluation will be done for Items, as specified in the BDS; and the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3; (c) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; (d) adjustments due to the application of a margin of preference, in accordance with ITB Clause 34 if applicable. <p>36.3 The Purchaser's evaluation of a bid will exclude and not take into account:</p> <ul style="list-style-type: none"> (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder; (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder; (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid. <p>36.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 12. These factors may be related to the characteristics, performance, and terms and</p>

conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 35.3 (d).

36.5 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Bids 37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause

38. Postqualification of the Bidder 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

-
39. **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 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 contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. **Award Criteria** 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
41. **Purchaser's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
42. **Notification of Award** 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 Upon the successful Bidder furnishing the performance security pursuant to ITB Clause 33, the Purchaser **will** promptly notify each unsuccessful Bidder that the bid is unsuccessful and discharge its bid security, pursuant to ITB Clause 14.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
43. **Signing of Contract** 43.1 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.
- 43.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

44. Performance Security

- 44.1 Within thirty (30) days of receipt of the notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.
- 44.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 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.

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods 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 ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: The National Assembly of Zambia
ITB 1.1	The Tender Title and Number are: Tender for the supply, Delivery, installation and commissioning of Conference Public Address System for five (5) New Committee Rooms at National Assembly. NAS/PC/17/2010
ITB 2.1	A pre- bid conference and site visit will be held: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
ITB 2.1	The date for the pre-bid conference and site visit will be on Tuesday, 17th August 2010 in Committee Room 5 at 14.30 hours.
ITB 4.3	A list of firms debarred from participating in Government of the Republic of Zambia Contracts is available at http://www.tenderboard.gov.zm
B. Contents of Bidding Documents	
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: The Clerk of the National Assembly National Assembly of Zambia, Parliament Buildings P.O. Box 31299

	<p>Lusaka, ZAMBIA</p> <p>Attention:</p> <p>The Secretary - National Assembly Procurement Committee.</p> <p>Facsimile: +260-1-292252</p> <p>Electronic mail address: tenders@parliament.gov.zm</p>
	C. Preparation of Bids
ITB 10.1	The language of the bid is: English
ITB 11.1	<p>The Bidder shall submit the following additional documents in its bid:</p> <p>a) Installations Sketches /Drawings in accordance with the inspection report.</p> <p>b) Schedule of Installations</p>
ITB 13.5	The Incoterms edition is: “Incoterms 2000”
ITB 13.6(b)(i) and (c) (iii)	Place of Destination: DDP National Assembly, Lusaka, Zambia Parliament Buildings, Off Great North Road, Lusaka, Zambia
ITB 13.6 a(iii), b (ii) and (c)(v)	<p>“Final destination (Project Site)”:</p> <p>The National Assembly of Zambia Parliament Buildings Off Great East Road, Lusaka, Zambia</p>
ITB 13.6 (b) (iii)	In addition to the DDP price specified in ITB 12.6 (b)(i), the price of the Goods manufactured outside the Purchaser’s Country shall be quoted: Not Applicable
ITB 13.7	The prices quoted by the Bidder shall not be adjustable. Fixed
ITB 13.8	<p>Prices quoted shall correspond to 100% of the items specified</p> <p>Prices quoted for each item shall correspond to 100% of the quantities specified for this item of a lot.</p>
ITB 14.1	Alternative Bids shall not be considered.
ITB 15.1	The Bidder may quote in the currency of the Purchaser’s Country and the portion of the bid price that corresponds to expenditures incurred. Or any freely convertible major currency.
ITB 19.1 (a)	Manufacturer’s Authorization is: required

	<i>If an agent submits bids on behalf of more than one manufacturer, unless each bid is accompanied by a separate Bid Submission Form for each bid and a separate Bid Security, when required, for each bid, and authorization from the respective manufacturer, all such bids will be rejected as non-responsive. Further, bidders should submit the Original Manufacturer's Authorization for each make using the form included in Section IV.</i>
ITB 19.1 (b)	After sales service is: required
ITB 20.1	The minimum bid validity period shall be ninety (90) days.
ITB 21.1	Bids shall include a Bid Security (issued by a bank) in the form included in Section IV Bidding Forms.
ITB 21.2	The amount of the Bid Security shall be: <i>Not less than 2% of the total price of the bid and should be provided in any freely convertible currency. The Bid security must be in the form of an unconditional bank guarantee or bank certified cheque and must be valid for at least 30 days beyond the bid validity period, i.e. at least 120 days after the date of bid opening.</i>
ITB 22.1	In addition to the original of the bid, the number of copies is: Five (5)
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: Tender No. NAS/PC/17/2010 Tender for the Supply, delivery, Installation and Commissioning of Conference Public Address System for five (5) New Committee Rooms at the National Assembly.
ITB 24.1	For bid submission purposes, the Purchaser's address is: The Clerk of the National Assembly National Assembly of Zambia, Parliament Buildings

	<p>P.O. Box 31299 Lusaka, ZAMBIA</p> <p>The deadline for the submission of bids is:</p> <p>Date: Monday 30th August 2010</p> <p>Time: 14:30 hours local time</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>National Assembly of Zambia Committee Room 1, Parliament Building Lusaka, Zambia</p> <p>Date: Monday 30th August, 2010, Time: 14:30 hours local time</p>
	E. Evaluation and Comparison of Bids
ITB 34.1	<p>Bid prices expressed in different currencies shall be converted in: Zambian Kwacha</p> <p>The source of exchange rate shall be: Bank of Zambia</p> <p>The date for the exchange rate shall be Tender closing date</p>
ITB 35.1	Domestic preference shall not be a bid evaluation factor.
ITB 36.3(a)	Evaluation will be done: on the required Quantity.

	F. Award of Contract
ITB 41.1	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Contents

1. Evaluation Criteria (ITB 36.3 (d))
2. Post-qualification Requirements (ITB 38.2)

1. Evaluation Criteria (ITB 35.3 (c))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 36.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.

- (b) Deviation in payment schedule. **Not Applicable**

- (c) Cost of major replacement components, mandatory spare parts, and service. **Not Applicable**

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.

*The bidder **must** have presence in Zambia or **must be** represented by an agent in Zambia who is equipped and able, to carry out the maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. In case of a Bidder not doing business within Zambia, the Bidder **must state** in their bid the name and address of the bidder's representative for the purposes of this Clause.*

- (e) Projected operating and maintenance costs. **Not Applicable**

- (f) Performance and productivity of the equipment. **Not Applicable**

- (g) Specific additional criteria. **Not Applicable**

2. Post qualification Requirements (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*(i) Average annual turn over for the last **two (2)** years should be equivalent to at least **two (2)** times the total value under consideration.*

*(ii) Audited Financial Statements for the past **three (3)** years must be included in the bid.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

*(i) Evidence of having previously (in the last **Five [5]** years) supplied not less than the equivalent of **two (2)** times the goods of similar nature, i.e. Conference Public Address System, required under this procurement, and that after sales services and spare parts will be provided in the purchasers country.*

(ii) The Supplier must have the technical capacity to manufacture the required quantities of Public Conference Address System or, if the supplier is an agent, he or she should have the manufacturers' authorization as a dealer or distributor for the Public Conference Address System to be provided in Zambia.

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

To supply, install and commission the following:

MULTI-FUNCTIONAL DELEGATE UNIT

With the following capabilities and functions:

1. Channel selector with channel number display with black lighting and channel select keys (up/down)
2. Registering a request-to-respond, listening, voting, selecting language channels
3. Identification and access control by card reader with or without PIN
4. Graphical LCD screen displaying conference and user-related information
5. Built-in fold-away flat-panel loudspeaker, with superior acoustics automatically muted in a microphone is on.
6. Headphone ports with volume control on each side of the unit
7. Low susceptibility to mobile phones
8. Cable connections located underneath the unit
9. Pluggable microphone
10. Microphone "on/off" or "request-to-speak" button
11. "Microphone on" indicator

12. Tri-colour indicator above the microphone button:

- Red microphone on indicator
- Green “request-to-seal” confirmation indicator
- Yellow VIP indicator

MULTI-FUNCTIONAL PRESIDING OFFICER UNIT (7 units)

1. Channel selector with channel number display with black lighting and channel select keys (up/down).
2. Override button to cut off any microphone which is on.
3. Registering a request-to-respond, listening, voting, selecting language channels
4. Identification and access control by card reader with or without PIN
5. Graphical LCD screen displaying conference and user-related information
6. Built-in-fold-away flat panel loudspeaker, with superior acoustics, automatically muted if a microphone is on.
7. Headphone ports with volume control on each side of the unit
8. Low susceptibility to mobile phones
9. Cable connections located underneath the unit
10. Pluggable microphone
11. Microphone “on/off” or ‘request-to-speak’ button’
12. ‘Microphone on’ indicator
13. Tri-colour indicator above the microphone button:
 - .- Red microphone on indicator
 - Green ‘request-to-seal’ confirmation indicator
 - Yellow ‘VIP’ indicator

CENTRAL CONTROL UNIT (6 UNITS)

1. Microphone management facilities
2. Four operational Microphone modes
 - **Open:** microphone button control with request-to-speak (Auto)
 - **Override:** microphone button with override of activated microphones (FIFO)
 - **Voice:** Voice activated microphones
 - **Push-to-talk:** push and hold button to talk
3. Must have a number of open microphones between 1 and 4
4. Basic voting control for parliamentary voting procedure
5. A page function which activates a voting procedure
6. Basic simultaneous interruptions functions
7. Basic intercom functions with a function to assign intercom operator and intercom Chairman
8. Stand-alone automatic camera control
9. Extended conference facilities
10. Adjustable sensitivity for the audio inputs
11. Audio insertion facility to connect external processing devices
12. Configuration of CCU and system via a display and single rotary push button
13. Capacity to assign the CCU a name
14. VY meter reading to monitor audio inputs and audio outputs
15. 19" (2U) housing tabletop with handgrips for easy transportation x 5
16. 2 x 12 Character LCD display for status information and configuration
17. Two read LED overloads indicators for the CCU network outputs
18. Voltage selector
19. Cabling

Section IV. Bidding Forms

Table of Forms

Bidder Information Form.....	41
Joint Venture Partner Information Form	42
Bid Submission Form	43
Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported.....	46
Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported	46
Price and Completion Schedule - Related Services	48
Bid Security (Bank Guarantee)	49
Manufacturer's Authorization.....	50

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission] ICB No.: [insert number of bidding process]

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Joint Venture Partner Information Form

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

Date: [insert date (as day, month and year) of Bid Submission] ICB No.: [insert number of bidding process]

Page _____ of _____ pages

1. Bidder's Legal Name: *[insert Bidder's legal name]*

2. JV's Party legal name: *[insert JV's Party legal name]*

3. JV's Party Country of Registration: *[insert JV's Party country of registration]*

4. JV's Party Year of Registration: *[insert JV's Party year of registration]*

5. JV's Party Legal Address in Country of Registration: *[insert JV's Party legal address in country of registration]*

6. JV's Party Authorized Representative Information

Name: *[insert name of JV's Party authorized representative]*

Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.

In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:	[insert date (as day, month and year) of Bid Submission] ICB No.: [insert number of bidding process] Invitation for Bid No.: <i>[insert No of IFB]</i> Alternative No.: [insert identification No if this is a Bid for an alternative]
To:	[insert complete name of Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]

Methodology of Application of the Discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 190.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

-
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
 - (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: [insert signature of person whose name and capacity are shown]
 In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name: [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)								Date: _____
Currencies in accordance with ITB Sub-Clause 15								ICB No: _____
								Alternative No: _____
								Page N° _____ of _____
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 12.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported

(Group C bids, Goods already imported)

Currencies in accordance with ITB Sub-Clause 15

Date: _____

ICB No: _____

Alternative No: _____

Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 12.6©(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 12.6©(ii) , [to be supported by documents]	Unit Price CIP net of custom duties and import taxes, in accordance with ITB 12.6 © (iii) (Col. 6 minus Col.7)	Price CIP per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 12.6©(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 12.6 ©(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 12.6©(iv))	Total Price per item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit CIP price net of custom duties and import taxes]</i>	<i>[insert CIP price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15						Date: _____
						ICB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid Submission]
IFB No.: [insert number of bidding process]
Alternative No.: [insert identification No if this is a Bid for an alternative]
To: [insert complete name of Purchaser]

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule	50
3. Technical Specifications	53
5. Inspections and Tests	56

1. List of Goods and Delivery Schedule

Item No.	Description of Goods	Qty	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery DDP Lusaka exclusive of VAT as per Incoterms 2000			
					Earliest Delivery Date	Latest Delivery Date	Final destination and delivery date	Bidder's offered Delivery date [to be provided by the bidder]
1.	Microphones for Delegates	81	All Committee Rooms	National Assembly of Zambia, Parliament Buildings, Lusaka, Zambia	Four (4) Weeks	Six (6) Weeks	Lusaka 4 to 6 Weeks from latest delivery date	<i>[insert the number of days following the date of effectiveness the Contract]</i>
2.	Microphones (Presiding Officers units)	07	All Committee Rooms					
3.	Wireless Microphone Complete with wireless system	05	All Committee Rooms					
4	Microphone Control unit & all accessories including cabling	05	All Committee Rooms					
5	Internal Dual Recording Systems preferably with latest version annotator with software	05	All Committee Rooms					
6	UPS (KVA)	05	All Committee Rooms					
7	Cabinet Racks	05	All Committee Rooms					

Note:

DDP • Delivery Duty Paid, Lusaka.

The seller bears all risks and all costs until the goods are delivered irrespective of the mode of transport.

3. Technical Specifications

“Summary of Minimum Technical Specifications”. The Goods and Related Services shall comply with following Technical Specifications and Standards:

<i>Item No.</i>	<i>Technical Specifications and Standards</i>	
	<i>Specs for Five(5) New Committee Rooms</i>	
	Microphones:	Voting system
		Card Reader
	Wireless	Integrated to main system, Complete with wireless system.
	Microphone Control Unit(MCU)	MCU with all the Accessories.
		Cabinet Rack
		Microphone Software
	Internal Dual	PC-Hardware
	Transcribing and Recording System	Recording Software preferably annotator latest version
	UPS	Minimum 1 KVA
	50 inch LCD screens connected to the computers to be used for power point presentations	
	<p>The Drawing / Sketches: For connectivity and installation purposes shall be part of the Technical Specifications. A Site inspection date of the Committee Rooms shall be arranged at an appropriate date.</p>	
	<p>Schedule of Work: The Supplier shall be responsible for the Installation and Commissioning of the Conference Public Address System. Hence the Programme of Installation at an agreed date shall be commenced.</p>	

5. Inspections and Tests

The following inspections and tests shall be performed:

Pre-shipment inspection to guarantee good manufacturing standards and conformity of the Conference Public Address System and Accessories to the specifications. At final destination prior to delivery to the purchaser a final inspection by an authorised dealer of the motor vehicles to be supplied will be carried out in Lusaka at either the purchaser's premises or the authorised dealer's premises. This inspection will be witnessed by the purchaser's representative(s).

PART 3 – Contract

Section VII. General Conditions of Contract

Table of Clauses

1. Definitions	61
2. Contract Documents.....	62
3. Fraud and Corruption	62
4. Interpretation.....	63
5. Language	64
6. Joint Venture, Consortium or Association	65
7. Eligibility.....	65
8. Notices	65
9. Governing Law	65
10. Settlement of Disputes	65
11. Scope of Supply.....	66
12. Delivery and Documents	66
13. Supplier's Responsibilities.....	66
14. Contract Price	66
15. Terms of Payment	66
16. Taxes and Duties	67
17. Performance Security	67
18. Copyright	68
19. Confidential Information	68
20. Subcontracting	69
21. Specifications and Standards.....	69
22. Packing and Documents.....	70
23. Insurance	70
24. Transportation	70
25. Inspections and Tests	70
26. Liquidated Damages	72
27. Warranty	72
28. Patent Indemnity.....	73
29. Limitation of Liability	74
30. Change in Laws and Regulations	75
31. Force Majeure.....	75
32. Change Orders and Contract Amendments.....	76
33. Extensions of Time	76
34. Termination	77
35. Assignment.....	78
36. Export Restriction.....	78

Section VII. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the

Contract.

- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the **SCC**.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the

Borrower, designed to establish bid prices at artificial, non competitive levels; and;

- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
- (d) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

4. Interpretation 4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris,

France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are

-
- accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 10. Settlement of**
- 10.1 The Purchaser and the Supplier shall make every effort

Disputes

to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

a) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

b) Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Scope of Supply

11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12. Delivery and Documents

12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Contract Price

14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price

adjustments authorized in the **SCC**.

15. Terms of Payment

The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all other obligations stipulated in the Contract.

Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.

In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

16. Taxes and Duties

16.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

16.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

17. Performance Security

17.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount

specified in the **SCC**.

17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

18. Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other

information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official

standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.

22. Packing and Documents

- 22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

23. Insurance

- 23.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

24. Transportation

- 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in

accordance with the specified Incoterms.

25. Inspections and Tests

- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

-
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 26. Liquidated Damages**
- 26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.
- 27. Warranty**
- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

-
- 27.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**28. Patent
Indemnity**

The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods

or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of

use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Force Majeure

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall

promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

32. Change Orders and Contract Amendments

32.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the

Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

-
- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

36. Export Restriction 36.1 In case the conclusion of the contract is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser or to the use of the products/goods or systems to be supplied in particular by sanctions arising from trade regulations from a country supplying those products/goods, systems or services, the supplier shall not be bound by its bid, always provided, however, that the supplier can demonstrate to the satisfaction of the Purchaser and of

the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.

36.2 Notwithstanding any obligation under the contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser or to the use of the products/goods, systems or services to be supplied, in particular any export restrictions arising from trade regulations from a country supplying those products/goods, systems or services, that substantially impede the supplier from meeting its obligations under the contract shall release the supplier from the obligation to provide deliveries or services, always provided, however, that the supplier can demonstrate to the satisfaction of the purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in the parentheses.

GCC 1.1(i)	The Purchaser's country is: Zambia
GCC 1.1(j)	The Purchaser is: National Assembly of Zambia
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: The National Assembly of Zambia Parliament Buildings Lusaka, Zambia
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2000
GCC 5.1	The language shall be: English
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: The Secretary, National Assembly Tender Committee Address: The Clerk of National Assembly, National Assembly of Zambia, Parliament Buildings, P. O. Box 31299 LUSAKA Country: Zambia Facsimile number: +260-1-253344 Electronic mail address: clerk@parliament.gov.zm copied to hkazela@parliament.gov.zm

GCC 9.1	The governing law shall be the law of: The Republic of Zambia
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p style="text-align: center;">GCC 10.2 (a)</p> <p>(a) <i>Contracts with Supplier national of the Purchaser's country:</i></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p>
GCC 12.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p><i>CIP terms</i></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original and three (3) copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and three (3) copies of non-negotiable bill of lading; (iii) copies of the packing list identifying contents of each package; (iv) insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate of origin. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>

GCC 14.1	The prices charged for the Goods supplied and the related Services performed “ shall not ” be adjustable.
GCC 15.1	<p>GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in <i>Zambian Kwacha</i> in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: Nil percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser. (ii) On Shipment: Nil percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12. (iii) On Acceptance: One hundred (100%) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt and Installation of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. <p>Payment of local currency portion shall be made in Zambian Kwacha within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser’s country:</p> <p>Payment for Goods and Services supplied from within the Purchaser’s country shall be made in <i>Zambian Kwacha</i>, as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: Nil percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in

	<p>the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery: Nil percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: The remaining one hundred (100%) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
GCC 15.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be nil days.</p> <p>The interest rate that shall be applied is zero%:</p>
GCC 17.1	<p>A Performance Security shall be required.</p> <p>The amount of the Performance Security shall be ten percent (10%) of the contract sum.</p>
GCC 17.3	<p>If required, the Performance Security shall be in the form of a Bank Guarantee.</p> <p>The Performance security shall be denominated in a freely convertible currency acceptable to the Purchaser or the currencies of payment of the Contract, in accordance with their portions of the Contract Price.</p>
GCC 17.4	<p>Discharge of the Performance Security shall take place twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations as in the GCC 17.4.</p>
GCC 22.2	<p>The packing, marking and documentation within and outside the packages shall be: <i>Not Applicable</i></p>
GCC 23.1	<p>The insurance coverage shall be as specified in the Incoterms.</p>
GCC 24.1	<p>Responsibility for transportation of the Goods shall be:</p> <p>a) The Supplier is required under the Contract to transport the Goods to the project site/final destination in accordance with GCC 1.1 (o), including insurance. The carriage shall include the cost of payment by the Supplier of the cost of custom formalities, duties, taxes or other charges payable on the foreign goods for their transit through any country other than the Purchaser's country. Duties and taxes</p>

	<p>are not applicable within the Purchaser's country.</p> <p>b) The prices for inland transportation, insurance, clearing agents and other local costs incidental to delivery of the goods to the project site/final destination must be included in the CIP price.</p>
GCC 25.1	<p>The inspections and tests shall be:</p> <p>Pre-shipment inspection to guarantee good manufacturing standards and conformity of the motor vehicles to the specifications. At final destination prior to delivery to the purchaser a final inspection by an authorised dealer of the motor vehicles to be supplied, will be carried out in Lusaka at either the purchaser's premises or the authorised dealer's premises. This inspection will be witnessed by the purchaser's representative(s).</p>
GCC 25.2	<p>The Inspections and tests shall be conducted at the manufacturers premises and in Lusaka at either the purchaser's premises or the authorised dealer's premises</p>
GCC 26.1	<p>The liquidated damage shall be: 0.5% per week of delayed delivery</p>
GCC 26.1	<p>The maximum amount of liquidated damages shall be: 10%</p>
GCC 27.3	<p>The period of validity of the Warranty shall be:</p> <p>Twelve (12) months from date of acceptance of the Goods.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p>Territorial Districts in the Republic of Zambia in which the Conference Public Address System under the National Assembly may operate and will therefore not be limited to Lusaka only.</p>
GCC 27.5	<p>The period for repair or replacement shall be: Four (4) to Six (6) weeks.</p>

Section IX. Contract Forms

Table of Forms

1. Contract Agreement	85
2. Performance Security	87
3. Bank Guarantee for Advance Payment	88

1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

*the [insert: **number**] day of [insert: **month**], [insert: **year**].*

BETWEEN

(1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency (ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement;
- (b) Special Conditions of Contract;
- (c) General Conditions of Contract;
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications);
- (e) The Supplier’s Bid and original Price Schedules;
- (f) The Purchaser’s Notification of Award; and
- (g) [Add here any other document(s)].

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and

to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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 this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

2. Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Bid Submission] IFB No. and title: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[Insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

¹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

² Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: " We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

3. Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: [insert date (as day, month, and year) of Bid Submission] IFB No. and title: [insert number and title of bidding process]

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[Insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)³ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁴]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

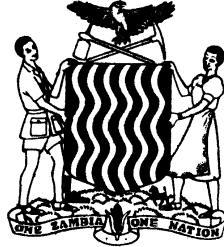
[signature(s) of authorized representative(s) of the bank]

³ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

⁴ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

INVITATION FOR BIDS

REPUBLIC OF ZAMBIA



NATIONAL ASSEMBLY OF ZAMBIA

TENDER NO: NAS/PC/17/2010

NAS/PC/17/10: TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF CONFERENCE PUBLIC ADDRESS SYSTEMS FOR FIVE (5) NEW COMMITTEE ROOMS AT NATIONAL ASSEMBLY

1.0 The National Assembly of Zambia through the Capacity Development Component of the Parliamentary Reform Programme (III) received funding from its consortium of co-operating partners (United National Development Programme-UNDP, European Commission – EC, Department for International Development –DFID and Ireland). It intends to apply part of these proceeds towards payment under the contract for the supply, delivery, installation and commissioning of Conference Public Address Systems for five (5) new Committee Rooms at National Assembly, for which this Invitation for Bids is issued. The National Assembly on behalf of the PRP III invites sealed Bids from eligible Bidders for the 'Supply, delivery, Installation and Commissioning of Conference Public Address Systems for five (5) new Committee Rooms at National.

Item No.	DESCRIPTION	QTY	DELIVERY PERIOD
1.	Microphones for Chairpersons (Presiding Officers)	07	4-6 Weeks
2.	Microphones for Delegates	81	4-6 Weeks
3.	Wireless Microphone Complete with wireless system	05	4-6 Weeks
4.	Microphone Control Unit & all accessories including cabling	05	4-6 Weeks
5.	Internal Dual Recording system	05	4-6 Weeks

6.	UPS (1KVA)	05	4-6 Weeks
7.	Cabinet Racks (in all Committee Rooms)	05	4-6 Weeks

2.0 Bidders must quote for all the quantities to be treated as substantially responsive. Bids not offering the full quantity shall be considered non-responsive and shall be rejected.

3.0 Eligible and interested Bidders may obtain further information from and inspect the bidding documents at the National Assembly of Zambia, Procurement Unit, First Floor, Main Parliament Buildings, P.O. Box 31299, Lusaka, Zambia. The telephone numbers are +260 (211) 292425-36 and the Telefax No. is 260 (211) 295563 or 292252. The bidding document can also be accessed on the National Assembly of Zambia website: www.parlimant.gov.zm. **HOWEVER, ELECTRONIC OR TELEFAX BIDS WILL NOT BE ACCEPTED.**

4.0 A complete set of Bidding Documents may be purchased by eligible Bidders from the National Assembly of Zambia, Parliament Buildings, and P.O Box 31299, Lusaka, Zambia upon payment of a non-refundable fee of K500,000.00 or its equivalent in any freely convertible currency at the prevailing exchange rate, in cash or by bank certified cheque.

5.0 Bids must be deposited in the Tender Box located at the Main Reception area of the National Assembly of Zambia, Parliament Buildings, P. O Box 31299, Lusaka, Zambia on or before **Monday 30th August, 2010 at 14:30 hours local time and** must be accompanied by a bid security of not less than 2% of the bid sum, duly signed and sealed by the Guarantor(s).

6.0 The Closing date for receipt of Bids is Monday 30th August, 2010 at 14:30 hours local time and any Bids received after the time and date stipulated above will be rejected. Bids will be opened in the presence of the Bidders and Bidders' representatives who choose to attend the Opening of Bids in Committee Room 1 at Parliament Buildings.

Doris Katai K Mwinga (Mrs)
CLERK OF THE NATIONAL ASSEMBLY