

NATIONAL ASSEMBLY OF ZAMBIA



BIDDING DOCUMENT

for the

PROCUREMENT OF GOODS

TENDER No NAS/PC/72/2021

TENDER FOR THE SUPPLY AND DELIVERY OF APPLE IPADS PRO AND ACCESSORIES FOR MEMBERS OF PARLIAMENT

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Section I: Invitation for Bids

NAS/PC/72/2021: TENDER FOR THE SUPPLY AND DELIVERY OF APPLE iPADS AND ACCESSORIES FOR THE MEMBERS OF PARLIAMENT AT THE NATIONAL ASSEMBLY.

- 1.0 The National Assembly has set aside some funds for the tender for the Supply and Delivery of Apple iPads Pro and Accessories for the Members of Parliament at the National Assembly.
- 2.0 The National Assembly now invites sealed bids for items tabulated in the table below:

Item No.	Description	Specifications		Qty	Delivery Period
1.	Apple iPad Pro	Form factor	11-inch (11.04x8.46x0.23)	220	2 Weeks
		Color	Space Gray		
		Connection	Wi-Fi/Cellular		
		Storage	256 GB		
2.	Cover		Smart Keyboard Folio with Apple Pencil	230	
3.	Head Set		Apple AirPods with Wireless Charging Case	230	
4.	Screen Protector		Tempered Glass Film, Anti-Fingerprint/Anti Scratch – Compatible with Face ID & Apple Pencil	230	

- 3.0 The bidder is to bid for all the items and must quote for the quantities specified. Bidders not quoting for the quantities specified for each item will be considered as non-responsive. The National Assembly will award the Contract to the best evaluated bidder for all the items.
- 4.0 Bidders may obtain further information from the National Assembly, Plot no.5030, Olympia, Parliament Road, P.O. Box 31299, Lusaka, Zambia. The telephone numbers are 260-211-292426-36 and the telefax number is 260-211-292252/295563. **HOWEVER, TELEGRAPHIC AND/OR ELECTRONIC OFFERS WILL NOT BE ACCEPTED.**

- 5.0 A complete set of bidding documents in English may be obtained from the National Assembly Procurement Offices in M4 and M7 upon providing a receipt for the purchase of the bidding document at K1000.00 in cash or Bank certified cheque. The soft copy will be available on the National Assembly website. (www.parliament.gov.zm).
- 6.0 The bids must be sent clearly marked **“TENDER FOR THE SUPPLY AND DELIVERY OF APPLE IPADs PRO AND ACCESSORIES FOR THE MEMBERS OF PARLIAMENT AT THE NATIONAL ASSEMBLY.”** and addressed to the Secretary, the National Assembly Procurement Committee and sent not later than Friday 2nd July, 2021 at 10:30 hour’s local time. A Pre-Bid meeting will be held on Friday 25th June 2021 at 10:30 hours in the Amphitheatre Parliament Buildings, Lusaka.
- 7.0 The bids must be deposited in the Tender Box situated at the National Assembly Offices, Plot No.5030, Olympia, Parliament Road, Lusaka on or before Friday 2nd July, 2021 at 10:30hrs local time. **LATE BIDS WILL NOT BE ACCEPTED.** Bids will be opened soon after closing in the Amphitheatre Parliament Buildings, Lusaka, in the presence of Bidders’ or Bidders’ representatives who choose to attend. Bidders are advised to observe the COVID 19 health guidelines in order to attend the Pre-Bid and Bid Opening meetings.

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Section II. Instructions to Bidders

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INSTRUCTIONS TO BIDDERS

A. Introduction

1. **Source of funds** Source of funds is the National Assembly. The Purchaser named in the Bid Data Sheet intends to apply these funds to eligible payments under the Contract for which this Invitation for Bids is issued.
2. **Eligible Bidders**
 - 2.1 This Invitation for Bids is open to reputable and well-established and approved firms dealing in computer equipment within Zambia.
 - 2.2 N/A
 - 2.3 Bidders who are or have been declared ineligible due to corrupt and fraudulent practices shall not be allowed to participate in the bid.
3. **Eligible Goods and Services** All goods and services to be supplied under the Contract shall conform to the requirements in the Schedule of Requirements and all expenditure made under the Contract will be limited to those goods and services.
4. **Cost of bidding** Bidders shall bear all the costs associated with the preparation and submission of their bids, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

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

(l) Manufacturer's Authorization Form.

5.2 Bidders shall examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all the information required as provided in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of a bid.

6. Clarification of Bidding Documents

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

7. Amendment of bidding documents

7.1 The Purchaser may at any time prior to the deadline for the submission of bids for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing or by cable and the amendment shall be binding on them.

7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of bid

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

9. Documents comprising the

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

bid

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and services to be provided by the Bidder are eligible goods and services and conform to the bidding documents;
- (d) the bid security furnished in accordance with ITB Clause 15;
- (e) manufacturer's authorization form; and
- (f) a tax clearance certificate.

10. Bid form

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, and their country of origin, quantity, and prices.

11. Bid prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (a) For goods offered from within 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:
 - A. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex- factory,
 - or**
 - B. on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
 - (ii) any Purchaser country sales and other taxes which will be payable on the goods if the Contract is awarded;

- (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bid Data Sheet;
- (iv) the price of other (incidental) services, if any, listed in the Bid Data Sheet;

(b) For goods offered from abroad:

- (i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the Bid Data Sheet. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
- (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the Bid Data Sheet.
- (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the Bid Data Sheet.
- (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the Bid Data Sheet.
- (v) the price of (incidental) services, if any, listed in the Bid Data Sheet.

11.3 The terms EXW, CIF, CIP, DDP etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

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

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be

treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, the prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero.

12. Bid currencies

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

13. Documents establishing bidder's eligibility and qualification

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

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

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

- (a) that, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- (b) that, the Bidder has the financial, technical, and production capability necessary to perform the Contract;
- (c) that, in the 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 that 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
- (d) that, the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

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

15. Bid security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct that would warrant the forfeiture of the security, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and it shall be valid for thirty (30) days beyond the validity of the bid; or
 - (b) a bank certified cheque.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.
- 15.5 An unsuccessful Bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of the validity of the bid prescribed by the Purchaser pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 33, and furnishing the performance security, pursuant to ITB Clause 34.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of the validity of the bid specified by the Bidder on the Bid Form;
- or**
- (b) if a Bidder does not accept the correction of errors pursuant to ITB Clause 24.2; and
 - (c) in the case of a successful Bidder, if the Bidder fails to:

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

16. Period of validity of bids

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

17. Format and signing of bid

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

D. Submission of Bids

18. Sealing and

- 18.1 The Bidder shall seal the original and each copy of the bid in

marking of bids

separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

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

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

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

19. Deadline for submission of bids

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

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

20. Late bids

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

21. Modification and withdrawal of bids

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

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

bids.

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

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

E. Opening and Evaluation of Bids

22. Opening of bids by the Purchaser

22.1 The Purchaser shall open all bids in the presence of the Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Bidders' representatives who are present shall sign a register evidencing their attendance.

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

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

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

23. Clarification of bids

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

24. Preliminary examination

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

24.2 Arithmetical errors will be rectified on the following basis. If

there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

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

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

25. Conversion to single currency

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

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

or

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

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and

date of the exchange rate, are specified in the Bid Data Sheet.

26. Evaluation and comparison of bids

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

26.2 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located 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 of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the Contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid datasheet.

26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's country.

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

- (a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination;
- (b) the delivery schedule offered in the bid;
- (c) deviations in the payment schedule from that specified in the Special Conditions of Contract;
- (d) Technical specifications;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the Bid Data Sheet will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) *Delivery schedule.*

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other bids by applying a percentage, specified in the Bid Data Sheet, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as

specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

- 27. Contacting the Purchaser**
- 27.1 Subject to ITB Clause 23, a Bidder shall not contact the Purchaser on any matter relating to its bid, from the time of the opening of the bid to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 27.2 Any effort by a Bidder to influence the Purchaser in its decisions on the bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

- 28. Post-qualification**
- 28.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 28.2 The determination shall take into account the Bidder's financial, technical, and production capabilities. The determination shall be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser considers necessary and appropriate.
- 28.3 An affirmative determination shall be a prerequisite for the award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 29. Purchaser's right to vary quantities**
- The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.
- 30. Award criteria.**
- Subject to ITB Clause 31, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and the lowest evaluated bid provided that the Bidder is determined as being qualified to perform the

- Contract satisfactorily.
- 31. Purchaser's right to accept any bid and to reject any or all bids** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders.
- 32. Notification of award**
- 32.1 Prior to the expiration of the period of the validity of the bid, the Purchaser shall notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its Bid has been accepted.
- 32.2 The notification of the award **will** constitute the formation of the Contract.
- 32.3 Upon the successful Bidder furnishing the performance security pursuant to ITB Clause 34, the Purchaser **will** promptly notify each unsuccessful Bidder that the bid is unsuccessful and discharge its bid security, pursuant to ITB Clause 15.
- 33. Signing of Contract**
- 33.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall send the Bidder the Contract Form provided in the bidding Documents, incorporating all agreements between the Parties.
- 33.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.
- 34. Performance security**
- 34.1 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.
- 34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may award the next lowest evaluated Bidder or call for new bids.

35. Corrupt or Fraudulent Practices

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

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

Section III. Bid Data Sheet

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

Introduction	
ITB 1.1	Name of Purchaser: The National Assembly
ITB 1.1	Name of Contract: NAS/PC/72/2021 “TENDER FOR THE SUPPLY AND DELIVERY OF APPLE iPADS AND ACCESSORIES FOR THE MEMBERS OF PARLIAMENT AT THE NATIONAL ASSEMBLY.”
ITB 6.1	<p>The Client’s Address is:</p> <p>The Clerk The National Assembly National Assembly, Parliament Buildings, P.O. Box 31299, Lusaka, Zambia. Tel: +260 211 292426-36 Fax: 260 1 292252/295563</p> <p>Address for seeking clarification is:</p> <p>The Secretary, The National Assembly Procurement Committee National Assembly, Parliament Buildings, P.O. Box 31299, Lusaka, Zambia. Telephone numbers are +260–211– 292426-36 Fax number +260– 211 – 292252/295563 E-mail: amulaye@parliament.gov.zm</p>

Preparation of Bids	
ITB 8.1	Language of the bid: English.
ITB 11.1	Bidders wishing to offer a discount shall state so in their bid and indicate the discount offered.
ITB 11.2 (a)	The price quoted shall be DDP (Delivery Duty Paid) . The price of inland transportation, insurance, and other costs incidental to delivery of the goods to the final destination must be quoted in addition to the Ex-Stock price. Prices quoted shall be inclusive of taxes.
ITB 11.2 (b)	The price quoted shall be Zambian Kwacha – National Assembly, Lusaka. <i>(which should be inclusive of VAT)</i>

ITB 11.5	The price shall be fixed during the whole period of the Contract.
ITB 12	Prices shall be quoted in Zambian Kwacha.
ITB 13.3 (c)	Not applicable
ITB 13.3 (d)	<p>Qualification requirements:</p> <ul style="list-style-type: none"> • Bidders to show proof of having procured Bidding Document -Applicable. • Manufacturers authorization certificate to be attached. • PAYMENT – payment to the supplier will be made in the following manner: <ul style="list-style-type: none"> I. Contract price of goods shall be paid 100% after the satisfactory delivery and acceptance of the items. ii.VAT: Value Added Tax is to be shown separately and if exempted this is to be clearly stated. iii.Warranty – Goods offered must be covered by the manufacturer’s warranty for at least 12 months from the date of delivery to the Purchaser. • Delivery Period 2 weeks from the date of award of contract. • Bid Validity The Bid/Quotation must be valid for thirty (30) days • Tax Clearance Certificate. Zambian registered companies responding to this tender are required to obtain or produce a valid Tax Clearance Certificate from the Zambia Revenue Authority issued in accordance with Section 81B of the Income Tax Act, Cap 323. Failure to submit the Tax Clearance Certificate shall make the bidder’s bid non-responsive and shall not be considered further. • The bidder must attach a valid Tax Clearance Certificate, PACRA Certificate and ZPPA certificate
ITB 15.1	Amount of bid security: 2% - Not Applicable .
ITB 16.1	Period of validity of the bid: 30 days from the date of the opening of the bids.
ITB 17.1	Number of copies of the bid: one original, and four copies.

Submission of Bids	
ITB 18.2 (a)	<p>Address for submission of the bid:</p> <p>The Secretary, The National Assembly Procurement Committee, Parliament Buildings, P.O. Box 31299, Lusaka, Zambia. Telephone numbers are +260–211– 292426-36</p>

	Fax number +260– 211 – 292252/295563 E-mail: amulaye@parliament.gov.zm
ITB 18.2 (b)	IFB title and number: NAS/PC/72/2021 NAS/PC/72/2021 “TENDER FOR THE SUPPLY AND DELIVERY OF APPLE iPADS PRO AND ACCESSORIES FOR THE MEMBERS OF PARLIAMENT AT THE NATIONAL ASSEMBLY.”
ITB 19.1	Deadline for submission of the bids: Friday 2 nd July, 2021 at 10.30 hours Zambian time.

Opening and Evaluation of Bids	
ITB 22.1	Time, date, and place for the opening of the bids: Friday 2 nd July, 2021 at 10.30 hours Zambian time, in the Amphitheatre Parliament Buildings. Parliament Road, Lusaka.
ITB 25.1	Currency chosen for the purpose of converting to a common currency: Zambian Kwacha. Source of exchange rate: Bank of Zambia, Lusaka. Date of exchange rate: closing date of tender i.e. Friday 2 nd July, 2021.
ITB 26.4	Criteria for evaluation of the bids are: 26.4 (a) (b) (d), and (e).

Contract Award									
ITB 29	Percentage for quantity increase or decrease: not to exceed fifteen (15) percent of the Contract value.								
ITB 30	Domestic Preference is applicable. Bidders who are eligible should ensure that the CEEC certificate is attached to the bid. A margin of preference will be applicable as follows: <table style="margin-left: 40px; border: none;"> <tr> <td>(a) For citizen – influenced companies</td> <td style="text-align: right;">4%</td> </tr> <tr> <td>(b) For citizen empowered companies</td> <td style="text-align: right;">8%</td> </tr> <tr> <td>(c) For citizen owned companies</td> <td style="text-align: right;">12%</td> </tr> <tr> <td>(d) For domestically manufactured goods</td> <td style="text-align: right;">15%</td> </tr> </table>	(a) For citizen – influenced companies	4%	(b) For citizen empowered companies	8%	(c) For citizen owned companies	12%	(d) For domestically manufactured goods	15%
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(d) For domestically manufactured goods	15%								

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General Conditions of Contract

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (a) “Contract” means the Agreement entered into between the National Assembly and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) “Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) “Goods” means all of the equipment and other materials which the Supplier is required to supply to the National Assembly under the Contract;
- (d) “Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract;
- (e) “GCC” means the General Conditions of Contract contained in this section;
- (f) “SCC” means the Special Conditions of Contract;
- (g) “The Project Site,” where applicable, means the place or places named in SCC;

2. Application

These General Conditions shall apply unless they are superseded by special conditions.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible for the required goods.

3.2 For purposes of this Clause, “origin” means the place where the Goods were produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin or as specified under the Standards Act of Zambia, Cap 416. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the National Assembly's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the National Assembly in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the National Assembly's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the National Assembly and shall be returned (all copies) to the National Assembly on completion of the Supplier's performance under the Contract if so required by the National Assembly.

6. Patent Rights

The Supplier shall indemnify the National Assembly against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof in Zambia.

7. Performance Security

7.1 Within thirty (30) days of the receipt of the notification of the Contract award, the Supplier shall furnish to the National Assembly the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the National Assembly as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable

to the National Assembly 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 Zambia or abroad, acceptable to the National Assembly, in the form provided in the bidding documents or another form acceptable to the National Assembly; or
- (b) a manager's or bank-certified cheque.

7.4 The performance security will be discharged by the National Assembly and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 the National Assembly or its representative shall have the right to inspect and to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the National Assembly. SCC and the Technical Specifications shall specify what inspections and tests the National Assembly requires and where they are to be conducted. The National Assembly shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the National Assembly.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the National Assembly may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the National Assembly.

8.4 the National Assembly's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Zambia shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the National Assembly or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, 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.
- 9.2 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 SCC, and in any subsequent instructions ordered by the National Assembly.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in SCC.
- 10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP, DDP" and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the current edition of *Incoterms*¹ published by the International Chamber of Commerce, Paris. (N/A)
- 10.3 Documents to be submitted by the Supplier are specified in SCC.

¹*Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
- 11.2 Where delivery of the Goods is required by the National Assembly on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the National Assembly as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the National Assembly.

12. Transportation

- 12.1 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of

destination or such other named place of destination in Zambia, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Zambia, defined as the Project Site, transport to such place of destination in Zambia, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.3 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and start-up of the supplied Goods;
- (b) furnishing of tools required for assembly or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; or
- (e) training of the National Assembly's personnel, at the Supplier's premises, start-up, operation, maintenance, and repair of the supplied Goods.

14. Spare Parts

As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the National Assembly may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; or

- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the National Assembly of the pending termination, in sufficient time to permit the National Assembly to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the National Assembly, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This 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 Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The National Assembly shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the National Assembly other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the National Assembly may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the National Assembly may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the National Assembly in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the National Assembly, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

17. Prices

Prices charged by the Supplier for Goods delivered and 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 SCC or in the National Assembly's request for a bid validity extension, as the case may be.

18. Change Orders

- 18.1 the National Assembly may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, 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 National Assembly;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; or
 - (d) the Services to be provided by the Supplier.
- 18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for an adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt

of the National Assembly's change order.

19. Contract Amendments

Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the National Assembly's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the National Assembly in writing of all subcontracts awarded under this Contract where the subcontracts are not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the Time Schedule prescribed by the National Assembly in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the National Assembly in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the National Assembly shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the National Assembly shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in 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 SCC. Once the maximum is reached, the National Assembly may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 the National Assembly may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the National Assembly pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.

24.2 In the event that the National Assembly terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the National Assembly may procure, upon such terms and in such manner as it considers appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the National Assembly for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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.

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

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

26. Termination for Insolvency		the National Assembly may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In that event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the National Assembly.
27. Resolution of Disputes	of	<p>27.1 the National Assembly and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>27.2 If, after thirty (30) days from the commencement of such informal negotiations, the National Assembly and the Supplier have been unable to resolve amicably a Contract dispute, either Party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in accordance with the Arbitration Act, No. 19 of 2000.</p>
28. Governing Language		The Contract shall be written in English. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the same language.
29. Applicable Law		The Contract shall be interpreted in accordance with the Laws of Zambia.
30. Notices		<p>30.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or by data message by cable, telex, or facsimile or data message and confirmed in writing to the other Party's address specified in SCC.</p> <p>30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
31. Taxes and Duties	and	The Supplier shall be entirely responsible for all taxes, duties, license fees, etcetera incurred until delivery of the contracted Goods to the National Assembly.
32. Contract Audit		In line with section 8 of the Public Audit Act, Cap 378 the Auditor General or any other public officer, agent or specialist consultant authorized by him shall have access to, and examine all books, records, papers, reports and other documents relating to this contract.

Special Conditions of Contract

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Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Project Site is: the National Assembly, Parliament Buildings, Parliament Road, P.O. Box 31299, Lusaka, Zambia.

2. Country of Origin (GCC Clause 3)

This clause is not applicable

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: *10 (ten) percent of the Contract Price.*

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

GCC 8.1—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Pre-shipment certificate issued by a member accredited by the International Standards Organization (ISO) for the purpose of inspection for conformity to specifications. Final acceptance will be the National Assembly's issuance of an acceptance certificate upon inspection.

5. Packing (GCC Clause 9)

The goods must be properly and firmly packed to avoid damage in transit. Goods not properly packaged shall be rejected. **All goods shall be consigned to the National Assembly**

6. Delivery and Documents (GCC Clause 10)

For Goods supplied from abroad:

GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser by cable the full details of the shipment, including the Contract number, description of Goods, quantity, the vessel, the bill of lading / or airway bill 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:

- (i) copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (ii) the original and 2 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 2 copies of non-negotiable bill of lading;
- (iii) copies of the packing list identifying the contents of each package;
- (iv) the insurance certificate;
- (v) the Manufacturer's or Supplier's warranty certificate;
- (vi) the inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report; and
- (vii) certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

(GCC 10.3 Not Applicable)

For Goods from within the Purchaser's country:

GCC 10.3—upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (a) copies of the Supplier's invoice showing Goods' description; quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) Manufacturer's or Supplier's warranty certificate;
- (d) the inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (e) certificate of origin.

The above documents shall be received by the Purchaser before the arrival of the Goods, if not received; the Supplier will be responsible for any consequent expenses.

(GCC 10.3 Not Applicable)

7. Insurance (GCC Clause 11)

GCC 11.1—The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.

8. Incidental Services (GCC Clause 13)

Incidental services that are required may be provided by the Supplier provided the incidental services do not exceed 15% of the Contract Price and have been approved by the Procurement Committee of the National Assembly.

9. Spare Parts (GCC Clause 14)

Spares back up shall be a prerequisite where applicable.

10. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be a minimum of twelve months from the date of final acceptance of the Goods by the National Assembly. If, for reasons attributable to the Supplier, the goods fail to meet the performance requirements in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, or additions to the Goods or any part thereof as may be necessary at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or

(b) pay liquidated damage to the National Assembly with respect to the failure to meet the contractual specifications. The rate of these liquidated damages shall be as defined in GCC Clause 23.

GCC 15.4 & 15.5-The period for correction of defects in the warranty period is: two weeks.

11. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in the following manner:

(i) **Advance Payment: Forty (40)** 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.

(Not applicable)

- (ii) **On acceptance:** The sixty (60) percent of the Contract Price of the Contract price shall be paid in approximately thirty (30) days of submission of claim supported by Goods Received Note (GRN).

(Not applicable)

Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in *Zambian Kwacha* as follows:

- (i) **Advance Payment:** N/A
- (ii) **On Delivery and Acceptance:** N/A.

12. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed during the contract period.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:

The applicable rate shall not exceed one-half (0.5) percent per week and the maximum shall not exceed ten (10) percent of the Contract Price

14. Settlement of Disputes (GCC Clause 27)

GCC 28.2.2—The rules of procedure for arbitration proceedings pursuant to GCC Clause 28.2 shall be as follows:

(a) Contract with foreign Supplier:

GCC 28.2.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled through arbitration in accordance with Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

(b) Contracts with Supplier domiciled in the Purchaser's country:

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 Zambia.

Any dispute arising out of this Contract shall be referred to adjudication or arbitration in accordance with the Laws of

15. Notices (GCC Clause 31)

GCC 32.1— the National Assembly's address for purposes of notice is:

The Clerk
The National Assembly
Parliament Buildings,
P.O. Box 31299
Lusaka, Zambia
Telephone numbers are (260)–21
1– 292426-36
Fax number (260)– 211 – 292252/295563

15. Governing Language (GCC Clause 30)

GCC 30.1—The Governing Language shall be: English.

16. Applicable Law (GCC Clause 31)

GCC 31.1—The Applicable Law shall be: The Laws of Zambia.

17. Notices (GCC Clause 32)

GCC 32.1—The Purchaser's address for purposes of notice is:
The Clerk of the National Assembly
Parliament Buildings,
P.O. Box 31299
Lusaka, Zambia
Telephone numbers are (260)–211– 292426-36
Fax number +260– 211 – 292252/29556

Section VII. Technical Specifications

Bidders are required to provide an item-by-item commentary on the Technical Specifications to indicate whether they meet the specifications or not, failure to which the bid will be considered non-responsive.

(See schedule of Requirements)

Item No.	Description	Specifications		Qty
1.	Apple iPad Pro	Form factor	11-inch (11.04x8.46x0.23	220
		Color	Space Gray	
		Connection	Wi-Fi/Cellular	
		Storage	256 GB	
2.	Cover		Smart Keyboard Folio with Apple Pencil	230
3.	Head Set		Apple AirPods with Wireless Charging Case	230
4.	Screen Protector		Tempered Glass Film, Anti-Fingerprint/Anti Scratch – Compatible with Face ID & Apple Pencil	230

Section VIII. Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of the Contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 26.5 (c)), spare parts pursuant to ITB Clause 26.3 (d), or quantity variations pursuant to ITB Clause 31. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** and **Bank Guarantee for Advance Payment** Forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide a performance security and bank guarantee for advance payment in accordance with one of the Forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorization** Form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

SAMPLE FORMS

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1. Bid Form and Price Schedules

Date: _____

IFB N°: NAS/PC/72/2021

To: [_____]

Gentlemen and/or Ladies:

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

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

Dated this _____ day of _____ 20_____.

[Signature]

[in the capacity of]

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

Price Schedule for Goods Offered from Abroad
(Group C bids)

Name of Bidder _____ IFB Number: _____

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price fob or FCA port or place of loading (specify port or place) ¹	Unit price ² cif port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services ³

¹Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.

² Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.

³ Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In the case of a discrepancy between the unit price and total, the unit price shall prevail.

Price Schedule for Domestic Goods Offered from within the Purchaser's Country
(Group A and Group B bids)

Name of Bidder _____ IFB Number: _____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ exw per item	Cost of local labour, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit price per item final destination and unit price of other incidental services ³	Sales and other taxes payable if Contracts are awarded

¹Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include 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 item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

² Indicated as a percentage of the EXW price.

³ Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In the case of a discrepancy between the unit price and total, the unit price shall prevail.

2. Bid Security Form

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

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

THE CONDITIONS of this obligation are:

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

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

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

[Signature of the bank]

3.Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between the National Assembly, Parliament Buildings, 5030 Parliament Road, Lusaka hereafter called “the Purchaser”) of the one part and _____ hereinafter called “the Contractor”) of the other part;

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz. **“TENDER FOR THE SUPPLY AND DELIVERY OF APPLE iPADS AND ACCESSORIES FOR THE MEMBERS OF PARLIAMENT AT THE NATIONAL ASSEMBLY.”**” and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ 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 be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.
3. 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.
4. 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 their respective laws the day and year first above written.

Signed, sealed and delivered by _____ the _____ (for the Purchaser).

Signed, sealed and delivered by _____ the _____ (for the Supplier).

4. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of _____ 20____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

5. Bank Guarantee for Advance Payment

To: *[name of Purchaser]*

[Name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[Reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of the Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid. The power of attorney is therefore mandatory for every bidder to include as part of its bid in addition to the Manufacturers Authorization Form.