



EXAMINATIONS COUNCIL OF ZAMBIA

BIDDING DOCUMENT ISSUED ON 4th APRIL, 2022

TENDER FOR SECURITY PRINTING, PACKAGING
AND DELIVERY OF GRADES 7,9 (JSSLE &
EXTERNAL), 12 (SCHOOLCERTIFICATE) AND GCE
EXAMINATION QUESTION PAPERS FOR THE
2023/2024 DELIVERIES.

BD NO. ECZ/PSU/GCE/GSNTQP/100/2022

PROCURING ENTITY: EXAMINATIONS COUNCIL OF ZAMBIA

Haile Selassie Avenue
P.O Box 50432
Longacres
Lusaka, Zambia
Tel: 260 -211- 254896/253799
Fax: 260 -211- 253690/253799

CONTENTS

Section I. Instructions to Bidders.....	03
Section II. Bid Data Sheet.....	26
Section III. Bidding Forms.....	32
Section IV. Evaluation and Qualification Criteria	39
Section V. Schedule of Requirements.....	42
Section VI. Technical Specifications	59
Section VII. General Conditions of Contract.....	81
Section VI. Special Conditions of Contract.....	101

Samples of Bidding forms

Notes on the Sample Forms

1. Bid Submission Form and Price Schedules
2. Bid Security(Bid Bond)
3. Price Schedule for Goods Offered from Abroad
4. Price Schedule for Domestic Goods Offered from within the Purchaser's Country
5. Contract Form
6. Bid information Form
7. Joint Venture Partner Information Form
8. Manufacturer's Authorization Form
9. Performance Bond
10. Bank Guarantee (for Advance payment)

INSTRUCTION TO BIDDERS

Table of Contents

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

32.	Preliminary Examination of Bids.....	20
33.	Examination of Terms and Conditions; Technical Evaluation	20
34.	Conversion to Single Currency	21
35.	Domestic Preference	21
36.	Evaluation of Bids.....	21
37.	Comparison of Bids	22
38.	Postqualification of the Bidder	22
39.	Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids	22
F.	Award of Contract	23
40.	Award Criteria	23
41.	Purchaser’s Right to Vary Quantities at Time of Award.....	23
42.	Notification of Award	23
43.	Signing of Contract	24
44.	Performance Security	24

Section I. Instructions to Bidders

General

- | | |
|-----------------------------|--|
| Scope of Bid | <p>1.1 The Procuring Entity 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. The name and identification number of this Open International Bidding (OIB) procurement are specified in the BDS. The name, identification, and number of lots of are provided in the BDS.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none">(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;(c) “day” means calendar day;(d) the term “Contract Manager” refers to the officer, body or institution appointed under Section 57 of the Public Procurement Act of 2008;(e) “Government” refers to the Government of the Republic of Zambia, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2008; and(f) “ZPPA” refers to the Zambia Public Procurement Authority. |
| Source of Funds | <p>2.1 The Procuring Entity specified in the BDS has applied for or received financing (hereinafter called “funds”) toward the cost of the project or programme named in the BDS. The Procuring Entity intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.</p> <p>2.2 Payments by the Procuring Entity will be made only at the request of the Contract Manager named in the BDS.</p> |
| Fraud and Corruption | <p>3.1 It is Government’s policy to require that Procuring Entities (including any beneficiaries of the funds), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Government-financed contracts, observe the</p> |

highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, 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, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²;
 - (iii) “collusive practice” is an arrangement between two or more parties³ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of an inspection and audit rights provided for under sub-clause 3.2 below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent,

¹In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

²“Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³“Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁴“Party” refers to a participant in the procurement process or contract execution.

engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

- (c) will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action to address such practices when they occur; and
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing sanctions procedures, including suspending or barring a bidder or supplier in accordance with Sections *sixty-five*, *sixty-six* and *sixty-seven* of the Public Procurement Act of 2008 and in accordance with regulations 163 to 167 of the Public Procurement Regulations of 2011. A bidder or supplier aggrieved by such a decision may appeal in accordance with Section *sixty-nine* of the Public Procurement Act of 2008.

3.2 In further pursuance of this policy, Bidders shall permit inspection of any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by Government.

3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

- Eligible Bidders**
- 4.1** A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
 - 4.2** A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are associated with a firm which has been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or

- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13.
However, this does not limit the participation of subcontractors in more than one bid;

4.3-4.4 A firm that has been sanctioned by ZPPA in accordance with the above ITB Clause 3.1 (d), shall be ineligible to be awarded a Government-financed contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as ZPPA shall determine. The list of debarred firms is available at the electronic address specified in the BDS.

4.5 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 34 of the Public Procurement Act of 2008. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it meets the provisions of Section 34(2) of the Public Procurement Act of 2008.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

**Eligible Goods
and Related
Services**

5.1 All the Goods and Related Services to be supplied under the Contract and financed by Government may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

5.3 The term “origin” means the country where the goods have been mined, grown, 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.

Contents of Bidding Documents

**Sections of
Bidding
Documents**

6.1 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. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

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

	6.2	The Invitation for Bids issued by the Procuring Entity is not part of the Bidding Documents.
	6.3	The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Procuring Entity.
	6.4	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.
Clarification of Bidding Documents	7.1	A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the BDS . The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Procuring Entity 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 Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.
Amendment of Bidding Documents	8.1	At any time prior to the deadline for submission of bids, the Procuring Entity 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 Procuring Entity.
	8.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2
	Preparation of Bids	
Cost of Bidding	9.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
Language of Bid	10.1	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, 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.

**Documents
Comprising the
Bid**

- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h)** any other document required in the BDS.

**Bid Submission
Form and Price
Schedules**

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

**Alternative
Bids**

- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**Bid Prices and
Discounts**

- 14.1 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.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 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**.

- 14.6 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 Procuring Entity. This shall not in any way limit the Procuring Entity'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 Zambia:**

- (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 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 Zambia, to be imported:

- (i) the price of the Goods, quoted CIP named place of destination, in Zambia, 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 Zambia, 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 Procuring Entity. 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 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).

14.7 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 30. 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.

14.8 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 14.4 provided the bids for all lots are submitted and opened at the same time.

Currencies of Bid

15.1 The Bidder shall quote in Zambian Kwacha the portion of the bid price that corresponds to expenditures incurred in Zambian Kwacha, unless otherwise specified in the **BDS**.

15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different

currencies, it may quote its price accordingly but shall use no more than three currencies in addition to Zambian Kwacha.

**Documents
Establishing
the Eligibility
of the Bidder**

- 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

**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 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

**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 Procuring Entity.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity 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 Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**Documents
Establishing
the**

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

**Qualifications
of the Bidder**

- (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 Zambia;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within Zambia, the Bidder is or will be (if awarded the contract) represented by an Agent in Zambia 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.

**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 Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity 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 21, 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 20.3.
- 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.

Bid Security

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in Zambian Kwacha or a freely convertible currency, and shall:
 - (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;

- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside Zambia, it shall have a correspondent financial institution located in Zambia to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
 - (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 21.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;
- 21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Procuring Entity as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.
- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.
- 21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as

named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

21.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB20.2, or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;
- the Procuring Entity may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Procuring Entity for a period of time **as stated in the BDS**.

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

Submission and Opening of Bids

**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.
 - (a) 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 23.2 and 23.3.
 - (b) 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;

	<ul style="list-style-type: none"> (b) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 24.1; (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 27.1.
	23.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.
Deadline for Submission of Bids	<p>24.1 Bids must be received by the Procuring Entity at the address and no later than the date and time specified in the BDS.</p> <p>24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
Late Bids	25.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
Withdrawal, Substitution, and Modification of Bids	<p>26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (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:</p> <ul style="list-style-type: none"> (a) submitted in accordance with ITB Clauses 22 and 23 (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 Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24. <p>26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.</p> <p>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.</p>

Bid Opening

- 27.1 The Procuring Entity 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 23.1, 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 Procuring Entity 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 25.1.
- 27.4 The Procuring Entity 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.

Evaluation and Comparison of Bids

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 Procuring Entity 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 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity 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 Procuring Entity shall not be considered. The Procuring Entity'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 Procuring Entity in the Evaluation of the bids, in accordance with ITB Clause 31.

Responsiveness of Bids

30.1 The Procuring Entity'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 Procuring Entity'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.

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

Nonconformities, Errors, and Omissions

- 31.1 Provided that a Bid is substantially responsive, the Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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.
- 31.4 If the Bidder that submitted the best-evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

Preliminary Examination of Bids

- 32.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Procuring Entity 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 12.1;**
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;**
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.**

Examination of Terms and Conditions;

- 33.1 The Procuring Entity 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.

Technical Evaluation	<p>33.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, 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.</p> <p>33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.</p>
Conversion to Single Currency	<p>34.1 For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in amounts in various currencies 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.</p>
Domestic Preference	<p>35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the BDS.</p>
Evaluation of Bids	<p>36.1 The Procuring Entity 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 Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.</p> <p>36.3 To evaluate a Bid, the Procuring Entity shall consider the following:</p> <ul style="list-style-type: none"> (a) evaluation will be done for Items or Lots, 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 31.3; (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4; (d) 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; (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable. <p>36.4 The Procuring Entity'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 Zambia, 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 Zambia, 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.

36.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and 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 36.3 (d).

36.6 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 Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the best-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

Comparison of Bids

37.1 The Procuring Entity shall compare all substantially responsive bids to determine the best-evaluated bid, in accordance with ITB Clause 36.

Post qualification of the Bidder

38.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the best-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 19.

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 Procuring Entity shall proceed to the next best-evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Procuring Entity 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.

Award of Contract

- | | |
|---|--|
| Award Criteria | 40.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the best-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. |
| Procuring Entity's Right to Vary Quantities at Time of Award | 41.1 At the time the Contract is awarded, the Procuring Entity 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. |
| Notification of Award | <p>42.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>42.3 The Procuring Entity shall publish in all applicable physical and online publications the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Procuring Entity for a debriefing seeking explanations on the grounds on which their bids were not selected. The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.</p> <p>42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.</p> |

Signing of Contract

- 43.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to the Republic of Zambia, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Procuring Entity that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

Performance Security

- 44.1 Within twenty eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the Contract to the next best-evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

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	Name of Procuring Entity: Examinations Council of Zambia
ITB 1.1	ECZ/PSU/GCE/GSNTQP/100/2022 Name of Contract: Security Printing, Packaging and Delivery of Grades 7, 9 (JSSLE & External), 12 (School Certificate) and GCE Examination Question Papers for the 2023/2024 deliveries.
ITB 2.1	Source of Funds: Government of the Republic of Zambia
ITB 2.1	Name of the Project is: Security Printing, Packaging and Delivery of Grades 7, 9 (JSSLE & External), 12 (School Certificate) and GCE Examination Question Papers for the 2023/2024 deliveries.
ITB 4.3-4.4	Lists of debarred firms is available at http://www.ppa.org.zm
B. Content of the Bidding Documents	
ITB 7.1	For clarification purposes only, the Procuring Entity's address is: Attention: The Director, Attention: Manager Procurement Examinations Council of Zambia, Haile Selassie Avenue, Longacres P.O Box 50432, Lusaka, Zambia ZIP Code 10101 Telephones: +260 211 254896/253799 Fax: +260 211 253690/253799 Website: www.exams-council.org.zm Clarification of bids: The procuring entity will respond in writing to any request for clarification provided that such request is received no later than 21 days prior to the deadline for submission of bids on Monday 15 th May, 2022. Request for clarification received after such period will not be responded to.
C. Preparation of Bid	
ITB 10.1	The Language of the bid is : English
ITB 11.1	The submitted bid shall comprise the following. (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15; (Using Sample Forms provided in this document)

	<p>(b) Bid Security in accordance with ITB Clause 21</p> <p>(c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22 (Letter of Attorney).</p> <p>(d) Documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid,</p> <p>(e) Documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are from eligible country of origin</p> <p>(f) Documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;</p> <p>(g) Documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted</p> <p>(h) The bidder shall submit the following additional documents in its bids</p> <p>Documentary evidence of production capability, packaging capability, packaging materials and financial capability</p> <p>A Production Capability</p> <p>The Bidder;</p> <p>Must have undertaken security printing, packaging and delivery of Examinations Question Papers as a prime contractor by submitting Copies of orders/contracts and Reference of works done/Certificate of performance from at least three customers.</p> <p>Must submit evidence of ownership of Printing Equipment capable of printing a minimum of 30 000 copies per hour.</p> <p>Shall submit one dummy question paper for each of the following paginations: 4 pages, 8 pages, 12 pages, 16 pages, 20 pages ,24 and 28 pages with the Bidding Document</p> <p>The bidder must be accredited to a recognized International Quality Management System. Proof of this should be shown by inclusion of a valid copy of Certificate in the bid</p> <p>B Packaging Capability</p> <p>Bidders must provide the following:</p> <p>Documentary evidence of having automated equipment capable of folding, collating, stitching, numbering, bagging and packing of examination question papers by submitting an extract from the asset register.</p> <p>C Detailed description of how the automated system will provide a fully integrated automated packaging of question papers into the Polybags and carton boxes to eliminate</p> <p>(i) Errors in numbering, counting, bagging and packaging in boxes.</p>
--	--

	<p>(ii) Errors in over/under packing of question papers.</p> <p>(iii) Mixing of Examination Question Papers of different subjects e.g packing a mathematics question paper together with a geography question paper.</p> <p>(iv) Packing of Examination Question papers for a wrong Examination level in a case where a bidder is handling more than One Examination level.</p> <p>(v) Mis-posting of Examinations Question papers to centers.</p> <p>Sealing errors</p> <p>Bidders must describe Quality control and monitoring measures on the packaging line to eliminate the above errors.</p> <p>Special Packaging Instructions</p> <p>The successful Bidders shall be required to package the Examination Question Papers as described below. Bidders should confirm that they will be able to package examination Papers as described below.</p> <p>Inner Boxes: Each subject shall be packaged in a security Tamper evident envelope. Security Tamper Evident Envelopes containing subjects shall then be packed in a small carton box with a label providing details of the content of that box (Subject name and code, serial numbers of question paper in that box, a number of packets and more importantly the examination date for that subject.</p> <p>Outer Carton Box. Small boxes containing different subjects per Centre shall be packed in a bigger outer centre box. The out box shall have a label with details of the content of that particular box (Centre Name, number of different smaller boxes containing subjects for that particular centre.</p> <p>D Packaging Materials</p> <p>1 The Bidder shall:</p> <p>(a) Provide samples of the Security Tamper Evident Polybags of the same design which have been sealed by the automated packaging line in different colors of Black, Green, Blue and Red.</p> <p>(b) State the technical specifications of Security Tamper Evident Polybags with special emphasis on:</p> <p>(i) Mechanical tamper Properties</p> <p>(ii) Chemical tamper Properties</p> <p>(iii) Heat tamper Properties</p> <p>(iv) Seal tamper Properties</p> <p>(c) State the opacity level of Security Tamper Evident Polybags (Recommended level is 1)</p> <p>2 The Bidder shall provide the actual carton box as a sample with the following specifications “Export Carton material, with polypropylene strapping 3 ply/double wall CA flutes with Water resistance 160gsm Kraft lining.</p> <p>3 The bidder shall design and submit together with the bid, labels with the following details in hard copy:</p>
--	---

	<p>Label Details</p> <ul style="list-style-type: none"> (a) Container Number (b) Pallet Number (c) Region Code and name (d) District code and name (e) Year of examination (f) Level of examination (g) Examination centre code and name for all the boxes on the pallet <p>The above details shall be encrypted in the bar code on the same label</p> <p>E Financial Capability</p> <p>The bidder shall provide the following evidence:</p> <ol style="list-style-type: none"> 1 Financial capability or the minimum amount of liquid assets and/or credit facilities net of other contractual commitments of not less than 20% of the bid sum. <p>Liquid assets and/or credit facilities shall be confirmed by a copy of the letter from the bidders registered Commercial Bank. Credit facilities from suppliers are not acceptable.</p> <ol style="list-style-type: none"> 2 Audited financial statements for the last three (3) financial years prepared by an independent registered auditing firm.
ITB 13	Alternative Bids shall not be considered
ITB 14.5	The INCOTEMS Edition is: 2010
ITB 14.6(b)(i) and(c) (iii)	Place of destination: Examinations Council of Zambia, Lusaka, Zambia
ITB 14.6(a)(iii),(b)(ii)	Final Destination: Examinations Council of Zambia, Stand no.4751,Haile Selassie Avenue, Long acres, P.O Box 50432, Lusaka, Zambia
ITB 14.6(b)(iii)	In addition to the CIP price specified in ITB 14.6(b)(i) the price of the Goods manufactured outside Zambia shall be quoted CIF
ITB 14.7	The Unit price quoted for and on which the contract shall be signed shall not be adjustable during the performance of the contract, It shall remain fixed.
ITB 14.8	Prices quoted for each lot shall correspond at to 100% of the items specified for each lot (Suppliers must quote for all items specified in each lot). Prices quoted for each lot shall correspond to 100% of the quantities specified for this item of lot (Suppliers must quote for the quantities specified in each lot).
ITB 15.1	Bidders are allowed to quote in any freely convertible currency
ITB 19.1(a)	Manufacturer's Authorization is required and shall apply only to the packaging materials e.g Security Tamper Evident Polybags and the Carton boxes and shall be confirmed by a letter from the Manufacturer (Sample provided).

ITB 19.1(b)	For this contract, after Sales service is not required
ITB 20.1	Bid validity period: 90 days from the date of opening of bids.
ITB 21.1	For this contract, suppliers shall provide a Bid Security of not less than 2% of the total bid sum submitted
ITB 21.2	The bid Security shall remain valid for a period of 118 days (Bid validity period of 90 days plus 28 days in accordance with ITB Clause 21.2f)
ITB21.7	If the bidder incurs any of the actions prescribed in subparagraphs(a)or(b) of this provision, the procuring Entity will declare the bidder ineligible to be awarded contracts by the Procuring Entity for a period of 3 Years
ITB 22.1	In addition to the Original bid, the number of copies of the bid shall be three (3) . All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons duly authorized to sign on behalf of the bidder.
D. Submission and Opening of Bids	
ITB 23.1	Bidders Shall not have the option of Submitting their bids electronically
ITB 23.2(c)	The inner and outer envelopes shall bear the following additional identification mark: Security Printing, Packaging and Delivery of Grades 7, 9 (JSSLE & External), 12 (School Certificate) and GCE Examination Question Papers for the 2023/2024 deliveries. ECZ/PSU/GCE/GSNTQP/100/2022
ITB 24.1	The Procuring Entity's address for bid submission is: The Director, Attention: Manager Procurement, Examinations Council of Zambia, Haile Selassie Avenue, Long acres, P.O Box 50432, Lusaka, Zambia. Room number: F10, First floor. The Deadline for bid submission is: Date: Monday 15th May,2022 Time: 10:00 hours local time
ITB 27.1	The bid opening shall take place at Examinations Council of Zambia, Haile Selassie Avenue, Long acres, P.O Box 50432, Lusaka, Zambia. Boardroom, Second floor. Date: Monday 15th May,2022 Time: 10:00 hours local time
E Evaluation and Comparison of Bids	

ITB 34.1	Bid prices shall be quoted in Zambian Kwacha Source of exchange rate: Bank of Zambia (BOZ) Date of exchange rate : Date of Bid opening (Monday 15th May,2022)
ITB 35.1	Domestic Preferential clause shall not apply
ITB36.3(a)	Bids will be evaluated as follows: G7, G9 (JSSLE and External), G12 and General Certificate of Education (GCE).
F. Award of Contracts	
ITB36.6	Bidders SHALL be allowed to quote for any lot(s) however; bidders shall quote for both lots where a lot has lots (A) and (B). In these cases, bidders shall be required to quote for both Lots (A & B). All items in each lot must be listed and priced separately in the price schedule and the total value for the quoted lot(s) shall be indicated on the Bid Submission form.
ITB 37.1	The Procuring Entity shall compare all substantially responsive bids to determine the best-evaluated bid, in accordance with ITB clause 36
ITB 38.1-4	<p>The Procuring entity shall conduct a post –qualification of the bidder by;</p> <p>Inspecting the bidder’s physical work premises as part of the evaluation process to determine the capacity of the bidder and or</p> <p>Verifying the submitted evidence of having the capacity to supply the quoted goods.</p> <p>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 19.</p> <p>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 Procuring Entity shall proceed to the next best-evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.</p>
1TB 41.1	The maximum percentage by which quantities may be increased or decreased from the quantities stated in the schedule of requirement shall +/-25%. The quantities stated are estimates only. The actual print run will be available when candidate registration is completed.

SECTION III: BIDDING FORMS

Table of Forms

Bid Submission Form34

Price Schedule Forms36

Bid Security (Bid Bod)38.

Bid-Securing Declaration.....39

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]

OIB No.: [insert number of bidding process]

Invitation for Bid No.: [insert No of IFB]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Procuring Entity]

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 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, 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 44 and GCC Clause 18 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 ZPPA or any other international agency's 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 best-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 Procuring Entity in the Schedule of Requirements.]

Price Schedule: Goods Manufactured Outside Zambia, to be Imported								
				(Group C bids, goods to be imported)		Date: _____		
				Currencies in accordance with ITB Sub-Clause 15		OIB 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[insert place of destination] in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Zambia to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	[insert name of good]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
							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 in Zambia

Zambia <hr style="width: 100%;"/>				(Group A and B bids) Currencies in accordance with ITB Sub-Clause 15				Date: _____ OIB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Inco terms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in Zambia to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in Zambia % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of 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 EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

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

Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND [name of Bidder] as Principal (hereinafter called "the Principal"), and [name, legal title, and address of surety], authorized to transact business in Zambia, as Surety (hereinafter called "the Surety"), are held and firmly bound unto [name of Procuring Entity] as Obligee (hereinafter called "the Procuring Entity") in the sum of [amount of Bond]⁵[amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Procuring Entity dated the _____").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

Then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20____.

Principal: _____ Surety: _____

Corporate Seal (where appropriate)

⁵ The amount of the Bond shall be denominated in Zambian Kwacha or the equivalent amount in a freely convertible currency.

—

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

Bid-Securing Declaration

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

Date: [date (as day, month and year)]

Bid No.: [number of bidding process]

Alternative No.: [identification No if this is a Bid for an alternative]

To: [complete name of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of [number of months or years] starting on [date], if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [signature of person whose name and capacity are shown] In the capacity of [legal capacity of person signing the Bid Securing Declaration]

Name: [complete name of person signing the Bid Securing Declaration]

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

Dated on _____ day of _____, _____ [date of signing]
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

SECTION IV. EVALUATION AND QUALIFICATION CRITERIA

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

[The Procuring Entity shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Contents

- 1 Domestic Preference (ITB 35.1)
- 2 Evaluation Criteria (ITB 36.3 (d))
- 3 Multiple Contracts (ITB 36.6)
- 4 Post qualification Requirements (ITB 38.2)

Post qualification Requirements (ITB 38.2)

After determining the best-evaluated bid in accordance with ITB Sub- Clause 37.1, the Procuring Entity 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):

- Financial capability or the minimum amount of liquid assets and/or credit facilities net of other contractual commitments of not less than 20% of the bid sum.
- Liquid assets and/or credit facilities shall be confirmed by a copy of the letter from the bidders registered Commercial Bank. Credit facilities from suppliers are not acceptable.
- Audited financial statements for the last three (3) financial years prepared by a registered auditing firm in the country of origin/operation of the bidder

(b) Experience and Technical Capacity

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

Documentary evidence of owing/having an automated equipment capable of folding, collating, stitching, numbering, bagging and packing of examination question papers by submitting an extract from the asset register-**The bidder should provide details of how the machine /equipment operates**

A detailed description of how the automated system would provide a fully integrated automated packaging of question papers into the

Polybags and carton boxes to eliminate

- (i) Errors in numbering, counting, bagging and packaging in boxes.
- (ii) Errors in over/under packing of question papers.
- (iii) Mixing of Examination Question Papers of different subjects i.e. packing a mathematics question paper together with a geography question paper.
- (iv) Packing of Examinations Question papers for a wrong Examination level in a case where a bidder is handling more than One Examination level.
- (v) Miss-posting of Examinations Question papers to centres.

Bidders must describe Quality control and monitoring measures on the packaging line to eliminate the above errors

Must submit an extract from the Asset register, Printing Equipment capable of printing a minimum of 30 000 copies per hour

The bidder must have undertaken security printing, packaging and delivery of Examinations Question Papers as a prime contractor by submitting Copies of orders/contracts from at least three customers or) References of work and Certificate of Performance from at least three (3) customers

The bidders shall submit one dummy question paper for each of the following paginations: 4 pages, 8 pages, 12 pages, 16 pages, 20 pages, 24 and 28 pages with the bidding Document

The bidder must be accredited to a recognized international Quality

Management System. Proof of this should be shown by inclusion of a valid copy of Certificate in the bid

Provide samples of the Security Tamper Evident Polybags of the same design which have been sealed by the automated packaging line in different colors of Black , Green, Blue, Brown and Red.

State the technical specifications of Security Tamper Evident Polybags with special emphasis on:

- (i) Mechanical tamper Properties
- (ii) Chemical tamper Properties
- (iii) Heat tamper Properties
- (iv) Seal tamper Properties
- (vi) Sealing errors

(c) State the opacity of Security Tamper Evident Polybags

**The Bidder shall provide the actual carton box as a sample with the following specifications
“Export Carton material, with polypropylene strapping 3 ply/double wall CA flutes with
Water resistance 160gsm Kraft lining.**

SECTION V. SCHEDULE OF REQUIREMENTS

Contents

2023 Examination Question Papers.....	43
2024 Examination Question Papers.....	52

2023 DELIVERY
LOT 1: 2023 SCHOOL CERTIFICATE (GRADE 12) EXAMINATION
QUESTION PAPERS

Item No	Subject /Paper Code	Subject Paper Name	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2023
1	1121/1	English Language Paper 1	04	-	04	180,360
2	1121/2	English Language Paper 2	10	-	10	180,360
3	2011/1	Literature in English Paper 1	04	-	04	32,230
4	2011/2	Literature in English Paper 2	04	-	04	32,230
5	2030/1	Civic Education Paper 1	08	10	18	165,020
6	2044/1	Religious Education 1	06	-	06	14,005
7	2046/1	Religious Education 1	06	-	06	97,190
8	2167/1	History Paper 1	08	12	20	54,325
9	2167/2	History Paper 2	07	12	19	54,325
10	2218/1	Geography Paper 1	12	-	12	83,305
11	2218/2	Geography Paper 2	05	04	09	83,305
12	3016/1	French Paper 1 (Written)	08	-	08	1,740
13	3017/1	Chinese Language Paper 1	08	-	08	105
14	3147/1	Lunda Paper 1	05	-	05	2,860
15	3147/2	Lunda Paper 2	06	-	06	2,860
16	3148/1	Luvale Paper 1	05	-	05	1,940
17	3148/2	Luvale Paper 2	05	-	05	1,940
18	3149/1	Kiikaonde Paper 1	05	-	05	3,460
19	3149/2	Kiikaonde Paper 2	06	-	06	3,460
20	3153/1	Icibemba Paper 1	06	-	06	26,515
21	3153/2	Icibemba Paper 2	08	-	08	26,515
22	3154/1	Chitonga Paper 1	04	-	04	7,925
23	3154/2	Chitonga Paper 2	06	-	06	7,925
24	3156/1	Cinyanja Paper 1	06	-	06	8,855
25	3156/2	Cinyanja Paper 2	08	-	08	8,855
26	3160/1	Silozi Paper 1	05	-	05	5,785
27	3160/2	Silozi Paper 2	07	-	07	5,785
28	4024/1	Mathematics Paper 1	18	-	18	180,480
29	4024/2	Mathematics Paper 2	10	-	10	180,480
30	4030/1	Additional Mathematics Paper 1	06	-	06	8,585
31	4030/2	Additional Mathematics Paper 2	06	-	06	8,585
32	5037/1	Agricultural Science Paper 1	08	-	08	13,160
33	5054/1	Physics Paper 1	12	-	12	8,190
34	5054/2	Physics Paper 2	15	-	15	8,190
35	5070/1	Chemistry Paper 1	12	-	12	8,190
36	5070/2	Chemistry Paper 2	12	-	12	8,190

Item No	Subject /Paper Code	Subject Paper Name	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2023
37	5090/1	Biology Paper 1	16	-	16	176,010
38	5090/2	Biology Paper 2	08	-	08	176,010
39	5124/1	Science Paper 1	16	-	16	172,815
40	5124/2	Science Paper 2	16	-	16	172,815
41	6010/1	Art & Design Paper 1	04	-	04	15,575
42	6020/1	Musical Arts Education Paper 1	08	-	08	3,980
43	6045/1	Design & Technology Paper	10	-	10	7,605
44	6050/1	Fashion & Fabrics Paper 1	08	-	08	1,135
45	6065/1	Food & Nutrition Paper 1	06	-	06	23,700
46	6075/1	Home Management Paper 1	06	-	06	15,480
47	6080/1	Physical Education Paper 1	06	10	16	9,510
48	7010/1	Computer Studies Paper 1	11	-	11	4,970
49	7100/1	Commerce Paper 1	07	04	11	48,140
50	7110/1	Principles of Accounts Paper 1	08	-	08	37,750
51	7110/2	Principles of Accounts Paper 2	19	-	19	37,750
Total Quantities G12 Question Papers						2,420,475

LOT 2A: 2023 GRADE 7 EXAMINATION QUESTION PAPERS-ZAMBIA

S/N	Subject Code	Subject Name	Pages	Estimated Quantity for 2023
1	1/1	English Language	16	572,540
2	2/1	Social and Development Studies	12	572,540
3	3/1	Mathematics	12	572,540
4	4/1	Integrated Science	12	572,540
5	5/1	Cinyanja	13	157,280
6	5/2	Icibemba	12	226,690
7	5/3	Silozi	12	38,515
8	5/4	Chitonga	12	104,940
9	5/5	Luvale	13	7,605
10	5/6	Lunda	12	9,420
11	5/7	Kiikaonde	13	24,840
12	6/1	Special Paper 1	10	572,540
13	7/1	Special Paper 2	18	572,540
14	8/1	Creative and Technology Studies	12	572,540
Total Quantities				4,577,070

LOT 2B: 2023 GRADE 7 EXAMINATION QUESTION PAPERS-SOUTH AFRICA

S/N	Subject Code	Subject Name	Pages	Estimated Quantity for 2023
1	1/1	English Language	16	235
2	2/1	Social and Development Studies	12	235
3	3/1	Mathematics	12	235
4	4/1	Integrated Science	12	235
5	6/1	Special Paper 1	12	235
6	7/1	Special Paper 2	18	235
7	8/1	Creative and Technology Studies	12	235
8	Total Quantities			1,645

LOT 3A: 2023 JSSLE (GRADE 9) EXAMINATION QUESTION PAPERS- ZAMBIA

Item No	Subject/Paper Code	Subject Description	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2023
1	101/1	English Language Paper 1	06	-	06	349,785
2	101/2	English Language Paper 2	10	04	14	349,785
3	204/1	Religious Education 1	09	07	16	332,925
4	205/1	Art and Design 1	06	03	09	30,035
5	207/1	Social Studies Paper 1 Note: This question paper has a map insert in the middle. The Map has the following specifications: Printed in 5 colours on one side of A3 Paper, folded to A4 size	14	10	24	349,785
6	208/1	Musical Arts Education Paper 1	07	-	07	9,220
7	301/1	Icibemba Paper 1	08	-	08	110,925
8	301/2	Icibemba Paper 2	10	-	10	110,925
9	302/1	Cinyanja Paper 1	08	-	08	64,835
10	302/2	Cinyanja Paper 2	10	-	10	64,835
11	303/1	Chitonga Paper 1	07	-	07	43,555
12	303/2	Chitonga Paper 2	08	-	08	43,555
13	304/1	Silozi Paper 1	07	-	07	19,030
14	304/2	Silozi Paper 2	08	-	08	19,030
15	305/3	French Paper 1 (Written)	06	04	10	9,485
16	306/1	Kiikaonde Paper 1	08	-	08	11,310
17	306/2	Kiikaonde Paper 2	09	-	09	11,310
18	307/1	Lunda Paper 1	08	-	08	4,370
19	307/2	Lunda Paper 2	09	-	09	4,370
20	308/1	Luvale Paper 1	08	-	08	4,110
21	308/2	Luvale Paper 2	09	-	09	4,110
22	309/1	Chinese Language Paper 1	06	-	06	235
23	401/1	Mathematics Paper 1	08	02	10	349,755
24	401/2	Mathematics Paper 2	16	-	16	349,755
25	402/1	Computer Studies Paper 1	08	04	12	270,365

Item No	Subject/Paper Code	Subject Description	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2023
26	501/1	Agricultural Science Paper 1	10	10	20	51,615
27	502/1	Integrated Science Paper 1	16	12	28	349,755
28	601/1	Home Economics Paper 1 (Theory)	08	07	15	70,455
29	608/1	Design and Technology Paper1 (Theory) The question paper has to come with A3 Blank Paper	16	09	25	10,450
30	609/1	Business Studies 1	09	09	18	338,660
31	701/1	Physical Education Paper 1 (Theory)	06	08	14	45,965
32	Total Quantity					3,784,300

LOT 3B: 2023 JSSLE (GRADE 9) EXAMINATION QUESTION PAPERS FOR SOUTH AFRICA

Item No	Subject /Paper Code	Subject Description	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2023
1	101/1	English Language Paper 1	06	-	06	125
2	101/2	English Language Paper 2	10	04	14	125
3	204/1	Religious Education 1	09	07	16	125
4	207/1	Social Studies Paper 1 Note: This question paper has a map insert in the middle. The Map has the following specifications: Printed in 5 colours on one side of A3 Paper, folded to A4 size	14	10	24	125
5	305/1	French Paper 1 (Written)	06	04	10	125
6	401/1	Mathematics Paper 1	08	02	10	125
7	401/2	Mathematics Paper 2	16	-	16	125
8	402/1	Computer Studies Paper 1	08	04	12	125
9	502/1	Integrated Science 1	15	07	22	125
10	601/1	Home Economics (Theory)	08	07	16	125
11	608/1	Design and Technology (Theory)	16	09	25	125

Item No	Subject /Paper Code	Subject Description	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2023
		The question paper has to come with A3 Blank Paper				
12	609/1	Business Studies	10	09	19	125
13	Total Quantity					1,500

LOT4: 2023 GCE EXAMINATION QUESTION PAPERS

Item No	Subject / Paper Code	Subject Paper Name	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2023
1	1121/1	English Language Paper 1	04	-	04	52,170
2	1121/2	English Language Paper 2	10	-	10	52,170
3	2011/1	Literature in English Paper 1	04	-	04	1,476
4	2011/2	Literature in English Paper 2	03	-	03	1,476
5	2030/1	Civic Education Paper 1	08	12	20	37,280
6	2044/1	Religious Education 1	05	-	05	1,645
7	2046/1	Religious Education 1	12	-	12	26,740
8	2167/1	History Paper 1	08	11	19	4,500
9	2167/2	History Paper 2	08	15	23	4,500
10	2218/1	Geography Paper 1	12	-	12	9,555
11	2218/2	Geography Paper 2	05	03	08	9,555
12	3016/1	French Paper 1 (Written)	08		08	115
13	3017/1	Chinese Language Paper1	08	-	08	115
14	3147/1	Lunda Paper 1	06	-	06	295
15	3147/2	Lunda Paper 2	06	-	06	295
16	3148/1	Luvale Paper 1	05	-	05	320
17	3148/2	Luvale Paper 2	06	-	06	320
18	3149/1	Kiikaonde Paper 1	04	-	04	340
19	3149/2	Kiikaonde Paper 2	06	-	06	340
20	3153/1	Icibemba Paper 1	06	-	06	2,410
21	3153/2	Icibemba Paper 2	08	-	08	2,410
22	3154/1	Chitonga Paper 1	04	-	04	1,220
23	3154/2	Chitonga Paper 2	08	-	08	1,220
24	3156/1	Cinyanja Paper 1	06	-	06	805
25	3156/2	Cinyanja Paper 2	06	-	06	805
26	3160/1	Silozi Paper 1	04	-	04	840

Item No	Subject / Paper Code	Subject Paper Name	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2023
27	3160/2	Silozi Paper 2	07	-	07	840
28	4024/1	Mathematics Paper 1	18	-	18	91,608
29	4024/2	Mathematics Paper 2	08	-	08	91,608
30	4030/1	Additional Mathematics Paper 1	06	-	06	325
31	4030/2	Additional Mathematics Paper 2	06	-	06	325
32	5037/1	Agricultural Science Paper 1	08	-	08	1,210
33	5054/1	Physics Paper 1	16	-	16	310
34	5054/2	Physics Paper 2	12	-	12	310
35	5070/1	Chemistry Paper 1	12	-	12	360
36	5070/2	Chemistry Paper 2	12	-	12	360
37	5090/1	Biology Paper 1	14	-	14	61,788
38	5090/2	Biology Paper 2	08	-	08	61,788
39	5124/1	Science Paper 1	20	-	20	60,350
40	5124/2	Science Paper 2	18	-	18	60,350
41	6010/1	Art & Design Paper 1	04	-	04	840
42	6020/1	Musical Arts Education Paper 1	08	-	08	305
43	6045/1	Design & Technology Paper 1	11	-	11	235
44	6050/1	Fashion & Fabrics Paper 1	07	-	07	65
45	6065/1	Food & Nutrition Paper 1	06	-	06	1,670
46	6075/1	Home Management Paper 1	06	-	06	2,330
47	6080/1	Physical Education Paper 1	06	08	14	640
48	7010/1	Computer Studies Paper 1	12	-	12	690
49	7100/1	Commerce Paper 1	06	04	10	9,450
50	7110/1	Principles of Accounts Paper 1	08	-	08	2,755
51	7110/2	Principles of Accounts Paper 2	18	-	18	2,755
Total Quantities GCE Question Papers						666,184

LOT5: 2023 GRADE 9 EXTERNAL EXAMINATION QUESTION PAPERS

Item No	Subject Code	Subject Description	Q/Paper Pagination	A/Booklets Pagination	Total Pagination	Estimated Quantity for 2023
1	101/1	English Language Paper 1	06	-	06	100,905
2	101/2	English Language Paper 2	09	04	13	100,905
3	204/1	Religious Education 1	08	07	15	70,480
4	205/1	Art and Design Paper 1	04	04	8	4,460
5	207/1	Social Studies Paper 1 Note: This question paper has a map insert in the middle. The Map has the following specifications: Printed in 5 colours on one side of A3 Paper, folded to A4 size	12	10	22	106,415
6	208/1	Musical Arts Education Paper 1	06	-	06	660
7	301/1	Icibemba Paper 1	08	-	08	24,220
8	301/2	Icibemba Paper 2	09	-	09	24,220
9	302/1	Cinyanja Paper 1	08	-	08	10,865
10	302/2	Cinyanja Paper 2	09	-	09	10,865
11	303/1	Chitonga Paper 1	06	-	06	5,990
12	303/2	Chitonga Paper 2	10	-	10	5,990
13	304/1	Silozi Paper 1	06	-	06	2,830
14	304/2	Silozi Paper 2	08	-	08	2,830
15	305/3	French Paper 1(Written)	06	04	10	470
16	306/1	Kiikaonde Paper 1	08	-	08	2,605
17	306/2	Kiikaonde Paper 2	08	-	08	2,605
18	307/1	Lunda Paper 1	08	-	08	900
19	307/2	Lunda Paper 2	08	-	08	900

Item No	Subject Code	Subject Description	Q/Paper Pagination	A/Booklets Pagination	Total Pagination	Estimated Quantity for 2023
20	308/1	Luvale Paper 1	07	-	07	430
21	308/2	Luvale Paper 2	09	-	09	430
22	309/1	Chinese Language Paper 1 (Written)	06	-	06	110
23	401/1	Mathematics Paper 1	08	02	10	124,225
24	401/2	Mathematics Paper 2	16	-	16	124,225
25	402/1	Computer Studies Paper 1	08	04	12	54,070
26	501/1	Agricultural Science Paper 1	12	10	22	6,770
27	502/1	Integrated Science Paper 1	16	08	24	97,220
28	601/1	Home Economics Paper 1 (Theory)	06	07	13	8,605
29	608/1	Design and Technology Paper 1 (Theory) The question paper has to come with A3 Blank Paper	14	08	22	360
30	609/1	Business Studies 1	08	10	18	70,290
31	701/1	Physical Education Paper 1 (Theory)	06	08	14	9,295
Total Quantities						975,145

2024 DELIVERY

LOT 6: 2024 SCHOOL CERTIFICATE (GRADE 12) EXAMINATION QUESTION PAPERS

Item No	Subject /Paper Code	Subject Paper Name	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2024
1	1121/1	English Language Paper 1	04	-	04	189,380
2	1121/2	English Language Paper 2	10	-	10	189,380
3	2011/1	Literature in English Paper 1	04	-	04	33,840
4	2011/2	Literature in English Paper 2	04	-	04	33,840
5	2030/1	Civic Education Paper 1	08	10	18	173270
6	2044/1	Religious Education 1	06	-	06	14,705
7	2046/1	Religious Education 1	06	-	06	102,050
8	2167/1	History Paper 1	08	12	20	57,040
9	2167/2	History Paper 2	07	12	19	57,040
10	2218/1	Geography Paper 1	12	-	12	87,470
11	2218/2	Geography Paper 2	05	04	09	87,470
12	3016/1	French Paper 1 (Written)	08	-	08	1,830
13	3017/1	Chinese Language Paper 1	08	-	08	110
14	3147/1	Lunda Paper 1	05	-	05	3,005
15	3147/2	Lunda Paper 2	06	-	06	3,005
16	3148/1	Luvale Paper 1	05	-	05	2,040
17	3148/2	Luvale Paper 2	05	-	05	2,040
18	3149/1	Kiikaonde Paper 1	05	-	05	3,635
19	3149/2	Kiikaonde Paper 2	06	-	06	3,635
20	3153/1	Icibemba Paper 1	06	-	06	27,840
21	3153/2	Icibemba Paper 2	08	-	08	27,840
22	3154/1	Chitonga Paper 1	04	-	04	8,320
23	3154/2	Chitonga Paper 2	06	-	06	8,320
24	3156/1	Cinyanja Paper 1	06	-	06	9,295
25	3156/2	Cinyanja Paper 2	08	-	08	9,295
26	3160/1	Silozi Paper 1	05	-	05	6,075

Item No	Subject /Paper Code	Subject Paper Name	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2024
27	3160/2	Silozi Paper 2	07	-	07	6,075
28	4024/1	Mathematics Paper 1	18	-	18	189,504
29	4024/2	Mathematics Paper 2	10	-	10	189,504
30	4030/1	Additional Mathematics Paper 1	06	-	06	9,015
31	4030/2	Additional Mathematics Paper 2	06	-	06	9,015
32	5037/1	Agricultural Science Paper 1	08	-	08	13,820
33	5054/1	Physics Paper 1	12	-	12	8,600
34	5054/2	Physics Paper 2	15	-	15	8,600
35	5070/1	Chemistry Paper 1	12	-	12	8,600
36	5070/2	Chemistry Paper 2	12	-	12	8,600
37	5090/1	Biology Paper 1	16	-	16	184,810
38	5090/2	Biology Paper 2	08	-	08	184,810
39	5124/1	Science Paper 1	16	-	16	181,455
40	5124/2	Science Paper 2	16	-	16	181,455
41	6010/1	Art & Design Paper 1	04	-	04	16,355
42	6020/1	Musical Arts Education Paper 1	08	-	08	4,180
43	6045/1	Design & Technology Paper	10	-	10	7,985
44	6050/1	Fashion & Fabrics Paper 1	08	-	08	1,190
45	6065/1	Food & Nutrition Paper 1	06	-	06	24,885
46	6075/1	Home Management Paper 1	06	-	06	16,255
47	6080/1	Physical Education Paper 1	06	10	16	9,985
48	7010/1	Computer Studies Paper 1	11	-	11	5,220
49	7100/1	Commerce Paper 1	07	04	11	50,545
50	7110/1	Principles of Accounts Paper 1	08	-	08	39,635
51	7110/2	Principles of Accounts Paper 2	19	-	19	39,635
Total Quantities G12 Question Papers						2,541,503

LOT 7A: 2024 GRADE 7 EXAMINATION QUESTION PAPERS-ZAMBIA

S/N	Subject Code	Subject Name	Pages	Estimated Quantity for 2024
1	1/1	English Language	16	601,165
2	2/1	Social and Development Studies	12	601,165
3	3/1	Mathematics	12	601,165
4	4/1	Integrated Science	12	601,165
5	5/1	Cinyanja	13	165,145
6	5/2	Icibemba	12	238,025
7	5/3	Silozi	12	40,440
8	5/4	Chitonga	12	110,185
9	5/5	Luvale	13	7,985
10	5/6	Lunda	12	9,890
11	5/7	Kiikaonde	13	26,080
12	6/1	Special Paper 1	10	601,165
13	7/1	Special Paper 2	18	601,165
14	8/1	Creative and Technology Studies	12	601,165
Total Quantities				4,805,905

LOT 7B: 2024 GRADE 7 EXAMINATION QUESTION PAPERS-SOUTH AFRICA

S/N	Subject Code	Subject Name	Pages	Estimated Quantity for 2024
1	1/1	English Language	16	245
2	2/1	Social and Development Studies	12	245
3	3/1	Mathematics	12	245
4	4/1	Integrated Science	12	245
5	6/1	Special Paper 1	12	245
6	7/1	Special Paper 2	18	245
7	8/1	Creative and Technology Studies	12	245
8	Total Quantities			1,715

LOT 8A: 2024 JSSLE (GRADE 9) EXAMINATION QUESTION PAPERS- ZAMBIA

Item No	Subject/ Paper Code	Subject Description	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2024
1	101/1	English Language Paper 1	06	-	06	367,275
2	101/2	English Language Paper 2	10	04	14	367,275
3	204/1	Religious Education 1	09	07	16	349,570
4	205/1	Art and Design 1	06	03	09	31,535
5	207/1	Social Studies Paper 1 Note: This question paper has a map insert in the middle. The Map has the following specifications: Printed in 5 colours on one side of A3 Paper, folded to A4 size	14	10	24	367,275
6	208/1	Musical Arts Education Paper 1	07	-	07	9,680
7	301/1	Icibemba Paper 1	08	-	08	116,470
8	301/2	Icibemba Paper 2	10	-	10	116,470
9	302/1	Cinyanja Paper 1	08	-	08	68,075
10	302/2	Cinyanja Paper 2	10	-	10	68,075
11	303/1	Chitonga Paper 1	07	-	07	45,730
12	303/2	Chitonga Paper 2	08	-	08	45,730
13	304/1	Silozi Paper 1	07	-	07	19,980
14	304/2	Silozi Paper 2	08	-	08	19,980
15	305/3	French Paper 1 (Written)	06	04	10	9,960
16	306/1	Kiikaonde Paper 1	08	-	08	11,875
17	306/2	Kiikaonde Paper 2	09	-	09	11,875
18	307/1	Lunda Paper 1	08	-	08	4,590
19	307/2	Lunda Paper 2	09	-	09	4,590
20	308/1	Luvale Paper 1	08	-	08	4,315
21	308/2	Luvale Paper 2	09	-	09	4,315
22	309/1	Chinese Language Paper 1	06	-	06	246
23	401/1	Mathematics Paper 1	08	02	10	367,240
24	401/2	Mathematics Paper 2	16	-	16	367,240

Item No	Subject/ Paper Code	Subject Description	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2024
25	402/1	Computer Studies Paper 1	08	04	12	283,885
26	501/1	Agricultural Science Paper 1	10	10	20	54,195
27	502/1	Integrated Science Paper 1	16	12	28	367,240
28	601/1	Home Economics Paper 1 (Theory)	08	07	15	73,975
29	608/1	Design and Technology Paper1 (Theory) The question paper has to come with A3 Blank Paper	16	09	25	10,970
30	609/1	Business Studies 1	09	09	18	355,595
31	701/1	Physical Education Paper 1 (Theory)	06	08	14	48,260
32	Total Quantity					3,973,486

LOT 8B: 2024 JSSLE (GRADE 9) EXAMINATION QUESTION PAPERS FOR SOUTH AFRICA

Item No	Subject /Paper Code	Subject Description	Question Paper Paginat ion	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2024
1	101/1	English Language Paper 1	06	-	06	130
2	101/2	English Language Paper 2	10	04	14	130
3	204/1	Religious Education 1	09	07	16	130
4	207/1	Social Studies Paper 1 Note: This question paper has a map insert in the middle. The Map has the following specifications: Printed in 5 colours on one side of A3 Paper, folded to A4 size	14	10	24	130
5	305/1	French Paper 1 (Written)	06	04	10	130
6	401/1	Mathematics Paper 1	08	02	10	130
7	401/2	Mathematics Paper 2	16	-	16	130
8	402/1	Computer Studies Paper 1	08	04	12	130
9	502/1	Integrated Science 1	15	07	22	130
10	601/1	Home Economics (Theory)	08	07	16	130

Item No	Subject /Paper Code	Subject Description	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2024
11	608/1	Design and Technology (Theory) The question paper has to come with A3 Blank Paper	16	09	25	130
12	609/1	Business Studies	10	09	19	130
13	Total Quantity					1,560

LOT9: 2024 GCE EXAMINATION QUESTION PAPERS

Item No	Subject / Paper Code	Subject Paper Name	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2024
1	1121/1	English Language Paper 1	04	-	04	54,780
2	1121/2	English Language Paper 2	10	-	10	54,780
3	2011/1	Literature in English Paper 1	04	-	04	1,550
4	2011/2	Literature in English Paper 2	03	-	03	1,550
5	2030/1	Civic Education Paper 1	08	12	20	39,145
6	2044/1	Religious Education 1	05	-	05	1,730
7	2046/1	Religious Education 1	12	-	12	28,075
8	2167/1	History Paper 1	08	11	19	4,725
9	2167/2	History Paper 2	08	15	23	4,725
10	2218/1	Geography Paper 1	12	-	12	10,030
11	2218/2	Geography Paper 2	05	03	08	10,030
12	3016/1	French Paper 1 (Written)	08		08	120
13	3017/1	Chinese Language Paper1	08	-	08	120
14	3147/1	Lunda Paper 1	06	-	06	310
15	3147/2	Lunda Paper 2	06	-	06	310
16	3148/1	Luvale Paper 1	05	-	05	335
17	3148/2	Luvale Paper 2	06	-	06	335
18	3149/1	Kiikaonde Paper 1	04	-	04	360
19	3149/2	Kiikaonde Paper 2	06	-	06	360
20	3153/1	Icibemba Paper 1	06	-	06	2,530
21	3153/2	Icibemba Paper 2	08	-	08	2,530
22	3154/1	Chitonga Paper 1	04	-	04	1,280
23	3154/2	Chitonga Paper 2	08	-	08	1,280

Item No	Subject / Paper Code	Subject Paper Name	Question Paper Pagination	Answer Booklets or Insert Pagination	Total Pagination	Estimated Quantity for 2024
24	3156/1	Cinyanja Paper 1	06	-	06	845
25	3156/2	Cinyanja Paper 2	06	-	06	845
26	3160/1	Silozi Paper 1	04	-	04	880
27	3160/2	Silozi Paper 2	07	-	07	880
28	4024/1	Mathematics Paper 1	18	-	18	96,190
29	4024/2	Mathematics Paper 2	08	-	08	96,190
30	4030/1	Additional Mathematics Paper 1	06	-	06	340
31	4030/2	Additional Mathematics Paper 2	06	-	06	340
32	5037/1	Agricultural Science Paper 1	08	-	08	1,270
33	5054/1	Physics Paper 1	16	-	16	325
34	5054/2	Physics Paper 2	12	-	12	325
35	5070/1	Chemistry Paper 1	12	-	12	380
36	5070/2	Chemistry Paper 2	12	-	12	380
37	5090/1	Biology Paper 1	14	-	14	64,880
38	5090/2	Biology Paper 2	08	-	08	64,880
39	5124/1	Science Paper 1	20	-	20	63,370
40	5124/2	Science Paper 2	18	-	18	63,370
41	6010/1	Art & Design Paper 1	04	-	04	880
42	6020/1	Musical Arts Education Paper 1	08	-	08	320
43	6045/1	Design & Technology Paper 1	11	-	11	250
44	6050/1	Fashion & Fabrics Paper 1	07	-	07	70
45	6065/1	Food & Nutrition Paper 1	06	-	06	1,755
46	6075/1	Home Management Paper 1	06	-	06	2,445
47	6080/1	Physical Education Paper 1	06	08	14	675
48	7010/1	Computer Studies Paper 1	12	-	12	735
49	7100/1	Commerce Paper 1	06	04	10	9,920
50	7110/1	Principles of Accounts Paper 1	08	-	08	2,890
51	7110/2	Principles of Accounts Paper 2	18	-	18	2,890
Total Quantities GCE Question Papers						699,510

LOT10: 2024 GRADE 9 EXTERNAL EXAMINATION QUESTION PAPERS

Item No	Subject Code	Subject Description	Q/Paper Pagination	A/Booklets Pagination	Total Pagination	Estimated Quantity for 2024
1	101/1	English Language Paper 1	06	-	06	105,950
2	101/2	English Language Paper 2	09	04	13	105,950
3	204/1	Religious Education 1	08	07	15	74,005
4	205/1	Art and Design Paper 1	04	04	8	4,685
5	207/1	Social Studies Paper 1 Note: This question paper has a map insert in the middle. The Map has the following specifications: Printed in 5 colours on one side of A3 Paper, folded to A4 size	12	10	22	111,735
6	208/1	Musical Arts Education Paper 1	06	-	06	695
7	301/1	Icibemba Paper 1	08	-	08	25,430
8	301/2	Icibemba Paper 2	09	-	09	25,430
9	302/1	Cinyanja Paper 1	08	-	08	11,408
10	302/2	Cinyanja Paper 2	09	-	09	11,408
11	303/1	Chitonga Paper 1	06	-	06	6,290
12	303/2	Chitonga Paper 2	10	-	10	6,290
13	304/1	Silozi Paper 1	06	-	06	2,970
14	304/2	Silozi Paper 2	08	-	08	2,970
15	305/3	French Paper 1(Written)	06	04	10	495
16	306/1	Kiikaonde Paper 1	08	-	08	2,735
17	306/2	Kiikaonde Paper 2	08	-	08	2,735
18	307/1	Lunda Paper 1	08	-	08	945
19	307/2	Lunda Paper 2	08	-	08	945
20	308/1	Luvale Paper 1	07	-	07	450
21	308/2	Luvale Paper 2	09	-	09	450
22	309/1	Chinese Language Paper 1 (Written)	06	-	06	115
23	401/1	Mathematics Paper 1	08	02	10	130,435

Item No	Subject Code	Subject Description	Q/Paper Pagination	A/Booklets Pagination	Total Pagination	Estimated Quantity for 2024
24	401/2	Mathematics Paper 2	16	-	16	130,435
25	402/1	Computer Studies Paper 1	08	04	12	56,775
26	501/1	Agricultural Science Paper 1	12	10	22	7,110
27	502/1	Integrated Science Paper 1	16	08	24	102,080
28	601/1	Home Economics Paper 1 (Theory)	06	07	13	9,035
29	608/1	Design and Technology Paper 1 (Theory) The question paper has to come with A3 Blank Paper	14	08	22	380
30	609/1	Business Studies 1	08	10	18	73,805
31	701/1	Physical Education Paper 1 (Theory)	06	08	14	9,760
Total Quantities						1,023,901

Important Note:

The above quantities (all lots) are estimates, the actual quantities will be provided when the candidate registration is completed and actual statistics available.

Bidders are requested to quote for all the subjects and quantities of each subject in each lot. The submitted Unit costs and quantities shall be used when verifying the financial submissions during the evaluation of bids

DELIVERY DATES

2023 EXAMINATIONS

S/N	Description	Delivery Period
1	2023 GCE and Grade 9 External Examination Question papers	1st to 20th July,2023
2	2023 Grades 7 and 12 Examination Question papers	1st September to 30th September,2023
3	2023 Junior Secondary School Leaving Examination (Grade 9) Examination Question Papers.	1st to 15th October,2023

2024 EXAMINATIONS

S/N	Description	Delivery Period
1	2024 GCE and Grade 9 External Examination Question papers	1 st to 20th July,2024
2	2024 Grades 7 and 12 Examination Question papers	1 st September to 30th September,2024
3	2024 Junior Secondary School Leaving Examination(Grade 9) Examination Question Papers	1 st to 15th October,2024

Important Note

Delivery of Examination Question Papers for South Africa.

The Printer will be required to deliver Grade 7 and 9 Examination Question Papers to South Africa. The delivery point and address will be provided to the successful bidder.

SECTION VI -TECHINICAL SPECIFICATIONS.

Grade 7 Examination Question Papers

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
		Complied	Not Complied
A	Job Specification		
1	Finished Trimmed Size: All Grade 7 Examination Question Papers shall be printed on both sides folded and trimmed to A4 Booklets		
2	Printing process (es): Lithograph Offset/Digital		
3	Colour fall: All Grade 7 Examination Question Papers will be printed in process black throughout.		
4	All Grade 7 Examination Question Papers shall be printed on 70gsm white bond paper.		
5	Proofs: The Procuring Entity will provide Electronic Copies of examination question papers.		
6	Pre-press Process: Computer to plate (CTP		
7	Numbering: Each examination question paper must be serially numbered and the range of serial numbers for each examination centre must be documented.		
8	Documentation: The supplier must, two (2) weeks before dispatch of examination question papers, send the following to the Examinations Council of Zambia (ECZ): (a) A hard copy of the document containing the serial numbers of Examinations Question Papers by examination centre. (b) An electronic copy of the document containing the serial numbers of Examinations Question Papers by examination centre in a Comma Separated Value (CSV) format. (c) The supplier shall send the delivery notes containing total quantities printed per subject to the procuring entity together with other delivery documents such as bill of lading, certificate of insurance etc.		
B	PACKAGING SPECIFICATIONS		
1	Inner Boxes: Each subject shall be packaged in a security Tamper evident envelope. Security Tamper Evident Envelopes containing subjects shall then be packed in a small carton box with a label providing details of the content of that box (Subject name and code, serial numbers of question paper in that box, a number of		

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
	<p>packets and more importantly the examination date for that subject.</p> <p>Outer Carton Box. Small boxes containing different subjects per center shall be packed in a bigger outer centre box. The outer box shall have a label with details of the content of that particular box (Centre Name, number of different smaller boxes containing subjects for that particular centre.</p>		
2	The supplier shall pack Grade 7 Examination Question Papers in BLACK Security Tamper Evident Polybags in quantities generated by a formula to be supplied by the Procuring Entity and completely sealed without any openings on the sides.		
3	The supplier shall ensure that each Black Security Tamper Evident Polybag shall contain only one subject paper.		
4	<p>The BLACK Grade 7 Security Tamper Evident Polybag shall have a window to show the following on the front page of the question paper:</p> <p>(a) Subject Code</p> <p>(b) Subject Name</p> <p>(c) Level of examination</p> <p>(d) Year of examination</p>		
5	<p>The BLACK Grade 7 Security Tamper Evident Polybag shall be clearly labelled with the following:</p> <p>(c) Centre Code</p> <p>(d) Number of examination question papers enclosed</p> <p>(e) Range of serial numbers of examination question papers enclosed</p> <p>In addition, the label on the Security tamper polybags shall have the bar code containing the same information</p>		
6	The supplier shall ensure that the Security Tamper Evident Polybags with question papers are placed in the waterproof white poly liners.		
7	The supplier shall pack the wrapped Security Tamper Evident Polybags containing Examination Question Papers in strong medium sized carton boxes.		
8	The Carton box used shall have the following specification:		

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
	<p>Export Carton material, with polypropylene strapping 3 ply/double wall CA flutes with Water resistance 160 gsm Kraft lining.</p> <p>The carton box should be in dimensions of 420mm x 300mm x 260mm.</p> <p>The supplier shall use smaller boxes for fewer Security Tamper Evident Polybags in order to avoid the collapse of the boxes. Should there be any empty space left in any box, such space shall be filled with filler material. Boxes used should withstand rough roads during transportation to Examinations Council of Zambia as well as to the examination centres.</p>		
9	<p>(a) Signed packing lists showing contents of each box to a centre should be enclosed in the first carton box e.g. 1 of 5 for a centre with five (5) boxes.</p> <p>(b) Signed hard copies of packing lists should be sent to the Procuring Entity in a separate carton box (2) Two weeks before the dispatch of Examination Question Papers. In addition, soft copies of the packing lists shall be sent to ECZ via courier and email to director@exams-council.org.zm.</p>		
10	<p>Each RECTANGULAR LABEL on the carton box shall have the following information:</p> <p>(a) Centre code and name</p> <p>(b) District code and name</p> <p>(c) Region code and name</p> <p>(d) Carton numbers for the centre e.g. 1 of 5, 2 of 5 etc for a centre with five boxes and so on.</p> <p>(e) Level of examination</p> <p>(f) Year of examination</p> <p>(g) Number of packets packed in the box</p> <p>(h) Total Quantity of Examination Question Papers in the box.</p> <p>The above details shall be encrypted in bar code on the same label</p> <p>In addition the supplier shall:</p> <ol style="list-style-type: none"> 1. Print the Centre Code and Name in Arial of 38 px 2. Provide the soft copy of the bar code information to the Procuring Entity. 		
11	The RECTANGULAR LABELS on carton boxes should have the following colours:		

S/N	CRITERIA ITEM			BIDDER'S RESPONSE	
	Region Code	Region Name	Region Colour		
	1	Northern Province	Red		
	2	Luapula Province	Blue		
	3	Southern Province	Yellow		
	4	Eastern Province	Violet		
	5	Copperbelt Province	Green		
	6	North-Western Province	Orange		
	7	Central Province	Pink		
	8	Western Province	Purple		
	9	Lusaka Province	Brown		
	10	Muchinga Province	Grey		
	11	HQ Stock	White		
12	RECTANGULAR LABELS for Carton boxes containing Examinations Council of Zambia HQ stock shall be colour coded White and marked "ECZ Stock" and should have the barcode containing the following information: (a) Content (Subject/Paper enclosed) (b) Packet size e.g. 25s 15s or 10s (c) Level of examination				
13	For Head Quarter (HQ) stock, the supplier shall pack Security Tamper Evident Polybags containing each subject in separate boxes.				
14	To enhance security, each box shall be tightly strapped with four POLYMER STRAPS applied two across the width and two across the length.				
15	The supplier shall place the sealed boxes containing Examination Question Papers on pallets by district. Each pallet shall have the label and barcode with the following: A. Label Details (i) Freight Container Number (ii) Pallet Number (iii) Region Code and name (iv) District code and name (v) Year of examination				

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
	(vi) Level of examination (vii) Examination centre code and name for all the boxes on the pallet B. Barcode Details (i) Freight Container Number (ii) Pallet Number (iii) Region Code and name (iv) District code and name (v) Year of examination (vi) Level of examination (vii) Examination centre code and name for all the boxes on the pallet. Note that: This information shall be encrypted on a barcode and a soft copy sent to the Procuring Entity two (2) weeks before shipment of the Examination Question Papers.		
16	Each pallet shall be covered with a plastic sheet on top and then the whole pallet shall be plastic shrunk. The height of the pallets shall not exceed 1.5 meters.		
17	The supplier shall indicate the number, the weight and the volume of carton boxes on each pallet per region by district and send the information both in hard and soft copies to Examinations Council of Zambia two weeks before dispatching the Examination Question Papers.		
C	TRANSPORTATION & SECURITY		
1	Transportation of examinations questions papers will either be by road, by air, by sea or by a combination of any of the three.		
2	Prior to transportation, the supplier shall arrange for pre-shipment inspection of Examination Question Papers by customs authorities of the country of origin. The pre-shipment inspection certificate shall accompany the consignment.		
3	The freight trucks shall have SATELLITE TRACKING facilities and shall be securely sealed.		
4	Where transportation is by road the trucks used shall be containerized.		

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
5	Where transportation is by road the trucks shall transport containers carrying exclusively Examinations Council of Zambia examinations Question papers.		
6	Reliable transport shall be used to transport Examination Question Papers.		
7	The supplier shall arrange for security escort of Examination Question Papers up to the point of Entry into the Procuring Entity's Country.		

JUNIOR SECONDARY SCHOOL LEAVING EXAMINATION (GRADE 9) EXAMINATION QUESTION PAPERS.

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
		Complied	Not complied
A	JOB SPECIFICATION		
1	Finished Trimmed Size: All Junior Secondary School Leaving Examination (Grade 9) Examination Question Papers shall be printed on both sides folded and trimmed to A4 Booklets		
2	Printing process (es): Lithograph Offset/Digital		
3	Colour fall: All Junior Secondary School Leaving Examination (Grade 9) Examination Question Papers will be printed in process black throughout.		
4	Paper to be used: 70gsm white bond paper.		
5	Proofs: The Procuring Entity will provide Electronic Copies of examination question papers.		
6	Pre-press Process: Computer to plate (CTP)		
7	Numbering: Each examination question paper must be serially numbered and the range of serial numbers for each examination centre must be documented.		
8	Documentation: The supplier must, two (2) weeks before dispatch of examination question papers, send the following to the Examinations Council of Zambia (ECZ): (a) A hard copy of the document containing the serial numbers of Examinations Question Papers by examination centre. (b) An electronic copy of the document containing the serial numbers of Examinations Question Papers by examination centre in a Comma Separated Value (CSV) format. (c) The supplier shall send the delivery notes containing total quantities printed per subject to the procuring entity together with other delivery documents such as bill of lading, certificate of insurance etc.		
B	PACKAGING SPECIFICATIONS		
1	Inner Boxes: Each subject of Junior Secondary School Leaving Examination (Grade 9) shall be packaged in a security Tamper evident envelope. Security Tamper Evident Envelopes containing subjects shall then be packed in a small carton box with a label providing details of the content of that box (Subject name and code, serial numbers of question paper in that box, a number of packets and more importantly the examination date for that subject.		

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
	Outer Carton Box. Small boxes containing different subjects per center shall be packed in a bigger outer centre box. The out box shall have a label with details of the content of that particular box (Centre Name, number of different smaller boxes containing subjects for that particular centre.		
2	The supplier shall pack all Junior Secondary School Leaving Examination (Grade 9) Examination Question Papers according to the supplied packing list by: (a) examination centre, (b) district (c) region.		
3	The supplier shall pack Junior Secondary School Leaving Examination (Grade 9) Examination Question Papers in GREEN Security Tamper Evident Polybags in quantities generated by a formula to be supplied by the Procuring Entity and completely sealed without any openings on the sides.		
4	The supplier shall ensure that each Green Security Tamper Evident Polybag shall contain only one subject paper.		
5	The GREEN Junior Secondary School Leaving Examination (Grade 9) Security Tamper Evident Polybag shall have a window to show the following on the front page of the question paper: (a) Subject Code (b) Subject Name (c) Level of examination (d) Year of examination		
6	The GREEN Junior Secondary School Leaving Examination (Grade 9) Security Tamper Evident Polybag shall be clearly labelled with the following: (a) Centre Code (b) Number of examination question papers enclosed (c) Range of serial numbers of examination question papers enclosed In addition, the label on the Security tamper polybags shall have the bar code containing the same information		
7	The supplier shall ensure that the Security Tamper Evident Polybags with question papers are placed in the waterproof white poly liners.		
8	The supplier shall pack the wrapped Security Tamper Evident Polybags containing Examination Question Papers in strong medium sized carton boxes.		

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
9	<p>The Carton box used shall have the following specification:</p> <p>(a) Export Carton material, with polypropylene strapping 3 ply/double wall CA flutes with Water resistance 160 gsm Kraft lining.</p> <p>(b) The carton box should be in dimensions of 420mm x 300mm x 260mm.</p> <p>(c) The supplier shall use smaller boxes for fewer Security Tamper Evident Polybags in order to avoid the collapse of the boxes. Should there be any empty space left in any box, such space shall be filled with filler material.</p> <p>Notes: Boxes used should withstand rough roads during transportation to Examinations Council of Zambia as well as to the examination centres.</p>		
10	<p>(a) Signed packing lists showing contents of each box to a centre should be enclosed in the first carton box e.g. 1 of 5 for a centre with five (5) boxes.</p> <p>(b) Signed hard copies of packing lists should be sent to the Procuring Entity in a separate carton box (2) Two weeks before the dispatch of Examination Question Papers. In addition, soft copies of the packing lists shall be sent to ECZ via courier and e-mail to director@exams-council.org.zm.</p>		
11	<p>Each RECTANGULAR LABEL on the carton box shall have the following information:</p> <p>(a) Centre code and name</p> <p>(b) District code and name</p> <p>(c) Region code and name</p> <p>(d) Carton numbers for the centre e.g. 1 of 5, 2 of 5 etc for a centre with five boxes and so on.</p> <p>(e) Level of examination</p> <p>(f) Year of examination</p> <p>(g) Number of packets packed in the box</p> <p>(h) Total Quantity of Examination Question Papers in the box.</p> <p>The above details shall be encrypted in bar code on the same label</p> <p>In addition the supplier shall:</p> <ol style="list-style-type: none"> 1. Print the Centre Code and Name in Arial of 38 px 2. Provide the soft copy of the bar code information to the Procuring Entity. 		

S/N	CRITERIA ITEM	BIDDER'S RESPONSE																																					
12	<div>The RECTANGULAR LABELS on carton boxes should have the following colours:</div> <table><tr><th>Region Code</th><th>Region Name</th><th>Region Colour</th></tr><tr><td>0</td><td>Muchinga Province</td><td>Grey</td></tr><tr><td>1</td><td>Northern Province</td><td>Red</td></tr><tr><td>2</td><td>Luapula Province</td><td>Blue</td></tr><tr><td>3</td><td>Southern Province</td><td>Yellow</td></tr><tr><td>4</td><td>Eastern Province</td><td>Violet</td></tr><tr><td>5</td><td>Copperbelt Province</td><td>Green</td></tr><tr><td>6</td><td>North-Western Province</td><td>Orange</td></tr><tr><td>7</td><td>Central Province</td><td>Pink</td></tr><tr><td>8</td><td>Western Province</td><td>Purple</td></tr><tr><td>9</td><td>Lusaka Province</td><td>Brown</td></tr><tr><td>10</td><td>HQ Stock</td><td>White</td></tr></table> <td></td> <td></td>	Region Code	Region Name	Region Colour	0	Muchinga Province	Grey	1	Northern Province	Red	2	Luapula Province	Blue	3	Southern Province	Yellow	4	Eastern Province	Violet	5	Copperbelt Province	Green	6	North-Western Province	Orange	7	Central Province	Pink	8	Western Province	Purple	9	Lusaka Province	Brown	10	HQ Stock	White		
Region Code	Region Name	Region Colour																																					
0	Muchinga Province	Grey																																					
1	Northern Province	Red																																					
2	Luapula Province	Blue																																					
3	Southern Province	Yellow																																					
4	Eastern Province	Violet																																					
5	Copperbelt Province	Green																																					
6	North-Western Province	Orange																																					
7	Central Province	Pink																																					
8	Western Province	Purple																																					
9	Lusaka Province	Brown																																					
10	HQ Stock	White																																					
13	<div>RECTANGULAR LABELS for Carton boxes containing Examinations Council of Zambia HQ stock shall be colour coded White and marked “ECZ Stock” and should have the barcode containing the following information: (a) Content (Subject/Paper enclosed) (b) Packet size e.g. 25s 15s or 10s (c) Level of examination</div>																																						
14	<div>For Head Quarter (HQ) stock, the supplier shall pack Security Tamper Evident Polybags containing each subject in separate boxes.</div>																																						
15	<div>To enhance security, each box shall be tightly strapped with four POLYMER STRAPS applied two across the width and two across the length.</div>																																						
16	<div>The supplier shall place the sealed boxes containing Examination Question Papers on pallets by district. Each pallet shall have the label and barcode with the following: A Label Details (a) Freight Container Number (b) Pallet Number (c) Region Code and name (d) District code and name (e) Year of examination</div>																																						

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
	(f) Level of examination (g) Examination centre code and name for all the boxes on the pallet B Barcode Details (a) Freight Container Number (b) Pallet Number (c) Region Code and name (d) District code and name (e) Year of examination (f) Level of examination (g) Examination centre code and name for all the boxes on the pallet. Note that: This information shall be encrypted on a barcode and a soft copy sent to the Procuring Entity two (2) weeks before shipment of the Examination Question Papers ⁶ .		
17	Each pallet shall be covered with a plastic sheet on top and then the whole pallet shall be plastic shrunk. The height of the pallets shall not exceed 1.5 meters.		
18	The supplier shall indicate the number, the weight and the volume of carton boxes on each pallet per region by district and send the information both in hard and soft copies to Examinations Council of Zambia two weeks before dispatching the Examination Question Papers.		
C	TRANSPORTATION & SECURITY		
1	Transportation of Junior Secondary School Leaving Examination (Grade 9) examinations questions papers will either be by road, by air, by sea or by a combination of any of the three.		
2	Prior to transportation, the supplier shall arrange for pre-shipment inspection of Examination Question Papers by customs authorities of the country of origin. The pre-shipment inspection certificate shall accompany the consignment.		
3	The freight trucks shall have SATELLITE TRACKING facilities and shall be securely sealed.		
4	Where transportation is by road the trucks used shall be containerized.		

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
6	Where transportation is by road the trucks shall transport containers carrying exclusively Examinations Council of Zambia examinations Question papers.		
6	Reliable transport shall be used to transport examination question papers.		
7	The supplier shall arrange for security escort of Examination Question Papers up to the point of Entry into the Procuring Entity's Country.		

SCHOOL CERTIFICATE (GRADE 12) EXAMINATION QUESTION PAPERS

S/N	CRITERIA ITEM	BIDDERS RESPONSE	
		Complied	Not Complied
A	JOB SPECIFICATION		
1	Finished Trimmed Size: All School Certificate (Grade 12) Examination Question Papers shall be printed on both sides folded, stitched and trimmed to A4 Booklets		
2	Printing process (es): Lithograph Offset/ Digital		
3	Colour fall: All School Certificate (Grade 12) Examination Question Papers will be printed in process black throughout.		
4	All School Certificate (Grade 12) Examination Question Papers on 70gsm white bond paper.		
5	Proofs: The Procuring Entity will provide Electronic Copies of examination question papers.		
6	Pre-press Process: Computer to plate (CTP)		
7	Numbering: Each examination question paper shall be serially numbered and the range of serial numbers for each examination centre must be documented.		
8	Documentation: The supplier must, two (2) weeks before dispatch of examination question papers, send the following to the Examinations Council of Zambia (ECZ): (a) A hard copy of the document containing the serial numbers of Examinations Question Papers by examination centre. (b) An electronic copy of the document containing the serial numbers of Examinations Question Papers by examination centre in a Comma Separated Value (CSV) format. (c) The supplier shall send the delivery notes containing total quantities printed per subject to the procuring entity together with other delivery documents such as bill of lading, certificate of insurance etc.		
B	PACKAGING SPECIFICATIONS		
1	Inner Boxes: Each subject of the School Certificate (Grade 12) Examination Question Papers shall be packaged in a security Tamper evident envelope. Security Tamper Evident Envelopes containing subjects shall then be packed in a small carton box with a label providing details of the content of that box (Subject name and code, serial numbers of question paper in that box, a number of packets and more importantly the examination date for that subject).		

S/N	CRITERIA ITEM	BIDDERS RESPONSE	
	Outer Carton Box. Small boxes containing different subjects per center shall be packed in a bigger outer centre box. The out box shall have a label with details of the content of that particular box (Centre Name, number of different smaller boxes containing subjects for that particular centre.		
2	The supplier shall pack all School Certificate (Grade 12) Examination Question Papers according to the supplied packing list by: (a) examination centre, (b) district (c) region.		
3	The supplier shall pack School Certificate (Grade 12) Examination Question Papers in BLUE Security Tamper Evident Polybags in quantities generated by a formula to be supplied by the Procuring Entity and completely sealed without any openings on the sides.		
4	The supplier shall ensure that each Blue Security Tamper Evident Polybag shall contain only one subject paper.		
5	The Supplier shall ensure that questions papers have are packaged into two tamper evident Envelopes.		
6	The supplier shall ensure that Each subject packaged in a security Tamper evident envelope is packed in a small carton box with a label providing details of the content of that box (Subject name and code, serial numbers of question paper in that box and the number of packets. The examination date for that subject is as well included on the inner carton box label.		
7	The supplier Shall ensure that there is a provision for signing by the candidates that the papers were not opened before the date for writing that particular paper.		
8	The supplier shall ensure that Small boxes containing different subjects per centre are packed in a bigger outer Centre Box. The outer box shall have a label with details of the contents of that particular box (Centre Name, number of different smaller boxes containing subjects for that particular centre).		
9	The BLUE School Certificate (Grade 12) Security Tamper Evident Polybag shall have a window to show the following on the front page of the question paper: (a) Subject Code (b) Subject Name (c) Level of examination (d) Year of examination		

S/N	CRITERIA ITEM	BIDDERS RESPONSE	
10	<p>The BLUE Grade 12 Security Tamper Evident Polybag shall be clearly labelled with the following:</p> <p>(a) Centre Code</p> <p>(b) Number of examination question papers enclosed</p> <p>(c) Range of serial numbers of examination question papers enclosed</p> <p>In addition, the label on the Security tamper polybags shall have the bar code containing the same information</p>		
11	The supplier shall ensure that the Security Tamper Evident Polybags with question papers are placed in the waterproof white poly liners.		
12	The supplier shall pack the wrapped Security Tamper Evident Polybags containing Examination Question Papers in strong medium sized carton boxes.		
13	<p>The Carton box used shall have the following specification:</p> <p>(a) Export Carton material, with polypropylene strapping 3 ply/double wall CA flutes with Water resistance 160 gsm Kraft lining.</p> <p>(b) The carton box should be in dimensions of 420mm x 300mm x 260mm.</p> <p>(c) The supplier shall use smaller boxes for fewer Security Tamper Evident Polybags in order to avoid the collapse of the boxes. Should there be any empty space left in any box, such space shall be filled with filler material.</p> <p>Note: Boxes used should withstand rough roads during transportation to Examinations Council of Zambia as well as to the examination centers.</p>		
14	<p>(a) Signed packing lists showing contents of each box to a centre should be enclosed in the first carton box e.g. 1 of 5 for a centre with five (5) boxes.</p> <p>(b) Signed hard copies of packing lists should be sent to the Procuring Entity in a separate carton box (2) Two weeks before the dispatch of Examination Question Papers. In addition, soft copies of the packing lists shall be sent to ECZ via courier and e-mail to director@exams-council.org.zm.</p>		
15	<p>Each RECTANGULAR LABEL on the carton box shall have the following information:</p> <p>(a) Centre code and name</p> <p>(b) District code and name</p> <p>(c) Region code and name</p>		

S/N	CRITERIA ITEM	BIDDERS RESPONSE																																					
	<p>(d) Carton numbers for the centre e.g. 1 of 5, 2 of 5 etc for a centre with five boxes and so on.</p> <p>(e) Level of examination</p> <p>(f) Year of examination</p> <p>(g) Number of packets packed in the box</p> <p>(h) Total Quantity of Examination Question Papers in the box.</p> <p>The above details shall be encrypted in bar code on the same label</p> <p>In addition the supplier shall:</p> <ol style="list-style-type: none">1. Print the Centre Code and Name in Arial of 38 px2. Provide the soft copy of the bar code information to the Procuring Entity.																																						
16	<p>The RECTANGULAR LABELS on carton boxes should have the following colours:</p> <table><tr><th>Region Code</th><th>Region Name</th><th>Region Colour</th></tr><tr><td>0</td><td>Muchinga Province</td><td>Grey</td></tr><tr><td>1</td><td>Northern Province</td><td>Red</td></tr><tr><td>2</td><td>Luapula Province</td><td>Blue</td></tr><tr><td>3</td><td>Southern Province</td><td>Yellow</td></tr><tr><td>4</td><td>Eastern Province</td><td>Violet</td></tr><tr><td>5</td><td>Copperbelt Province</td><td>Green</td></tr><tr><td>6</td><td>North-Western Province</td><td>Orange</td></tr><tr><td>7</td><td>Central Province</td><td>Pink</td></tr><tr><td>8</td><td>Western Province</td><td>Purple</td></tr><tr><td>9</td><td>Lusaka Province</td><td>Brown</td></tr><tr><td>10</td><td>HQ Stock</td><td>White</td></tr></table>	Region Code	Region Name	Region Colour	0	Muchinga Province	Grey	1	Northern Province	Red	2	Luapula Province	Blue	3	Southern Province	Yellow	4	Eastern Province	Violet	5	Copperbelt Province	Green	6	North-Western Province	Orange	7	Central Province	Pink	8	Western Province	Purple	9	Lusaka Province	Brown	10	HQ Stock	White		
Region Code	Region Name	Region Colour																																					
0	Muchinga Province	Grey																																					
1	Northern Province	Red																																					
2	Luapula Province	Blue																																					
3	Southern Province	Yellow																																					
4	Eastern Province	Violet																																					
5	Copperbelt Province	Green																																					
6	North-Western Province	Orange																																					
7	Central Province	Pink																																					
8	Western Province	Purple																																					
9	Lusaka Province	Brown																																					
10	HQ Stock	White																																					
17	<p>RECTANGULAR LABELS for Carton boxes containing Examinations Council of Zambia HQ stock shall be colour coded White and marked “ECZ Stock” and should have the barcode containing the following information:</p> <p>(a) Content (Subject/Paper enclosed)</p> <p>(b) Packet size e.g. 25s 15s or 10s</p> <p>Level of examination</p>																																						

S/N	CRITERIA ITEM	BIDDERS RESPONSE	
18	For Head Quarter (HQ) stock, the supplier shall pack Security Tamper Evident Polybags containing each subject in separate boxes.		
19	To enhance security, each box shall be tightly strapped with four POLYMER STRAPS applied two across the width and two across the length.		
20	<p>The supplier shall place the sealed boxes containing Examination Question Papers on pallets by district. Each pallet shall have the label and barcode with the following:</p> <p>A. Label Details</p> <ul style="list-style-type: none"> (a) Freight Container Number (b) Pallet Number (c) Region Code and name (d) District code and name (e) Year of examination (f) Level of examination (g) Examination centre code and name for all the boxes on the pallet <p>B. Barcode Details</p> <ul style="list-style-type: none"> (a) Freight Container Number (b) Pallet Number (c) Region Code and name (d) District code and name (e) Year of examination (f) Level of examination (g) Examination centre code and name for all the boxes on the pallet. <p>Note that: This information shall be encrypted on a barcode and a soft copy sent to the Procuring Entity two (2) weeks before shipment of the Examination Question Papers⁷.</p>		
21	Each pallet shall be covered with a plastic sheet on top and then the whole pallet shall be plastic shrunk. The height of the pallets shall not exceed 1.5 meters.		
22	The supplier shall indicate the number, the weight and the volume of carton boxes on each pallet per region by district and send the information both in hard and soft copies to		

S/N	CRITERIA ITEM	BIDDERS RESPONSE	
	Examinations Council of Zambia two weeks before dispatching the Examination Question Papers.		
C	TRANSPORTATION & SECURITY		
1	Transportation of examinations questions papers will either be by road, by air, by sea or by a combination of any of the three.		
2	Prior to transportation, the supplier shall arrange for pre-shipment inspection of Examination Question Papers by customs authorities of the country of origin. The pre-shipment inspection certificate shall accompany the consignment.		
3	The freight trucks shall have SATELLITE TRACKING facilities and shall be securely sealed.		
4	Where transportation is by road the trucks used shall be containerized.		
5	Where transportation is by road the trucks shall transport containers carrying exclusively Examinations Council of Zambia examinations Question papers.		
6	Reliable Transport shall be used to transport Examination Question Papers.		
7	The supplier shall arrange for security escort of Examination Question Papers up to the point of Entry into the Procuring Entity's Country.		

GRADE 9 EXTERNAL EXAMINATION QUESTION PAPERS

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
		Complied	Not complied
A	JOB SPECIFICATION		
1	Finished Trimmed Size: All Grade 9 External Examination Question Papers shall be printed on both sides folded and trimmed to A4 Booklets		
2	Printing process (es): Lithograph Offset/Digital		
3	Colour fall: All Grade 9 External Examination Question Papers will be printed in process black throughout.		
4	Grade 9 External Examination Question Papers shall be printed on 70gsm white bond paper.		
5	Proofs: The Procuring Entity will provide Electronic Copies of examination question papers.		
6	Pre-press Process: Computer to plate (CTP)		
7	Numbering: Each examination question paper must be serially numbered and the range of serial numbers for each examination centre must be documented.		
8	Documentation: The supplier must, two (2) weeks before dispatch of examination question papers, send the following to the Examinations Council of Zambia (ECZ): (a) A hard copy of the document containing the serial numbers of Examinations Question Papers by examination centre. (b) An electronic copy of the document containing the serial numbers of Examinations Question Papers by examination centre in a Comma Separated Value (CSV) format. (c) The supplier shall send the delivery notes containing total quantities printed per subject to the procuring entity together with other delivery documents such as bill of lading, certificate of insurance etc.		
B	PACKAGING SPECIFICATIONS		
1	Inner Boxes: Each subject of the Grade 9 External shall be packaged in a security Tamper evident envelope. Security Tamper Evident Envelopes containing subjects shall then be packed in a small carton box with a label providing details of the content of that box (Subject name and code, serial numbers of question paper in that box, a number of packets and more importantly the examination date for that subject.		

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
	Outer Carton Box. Small boxes containing different subjects per center shall be packed in a bigger outer centre box. The out box shall have a label with details of the content of that particular box (Centre Name, number of different smaller boxes containing subjects for that particular centre.		
2	The supplier shall pack all Grade 9 External Examination Question Papers according to the supplied packing list by: (a) examination centre, (b) district (c) region.		
3	The supplier shall pack Grade 9 External Examination Question Papers in Red Security Tamper Evident Polybags in quantities generated by a formula to be supplied by the Procuring Entity and completely sealed without any openings on the sides.		
4	The supplier shall ensure that each Red Security Tamper Evident Polybag shall contain only one subject paper.		
5	The Red Grade 9 External Security Tamper Evident Polybag shall have a window to show the following on the front page of the question paper: (a) Subject Code (b) Subject Name (c) Level of examination (d) Year of examination		
6	The Red Grade 9 External Security Tamper Evident Polybag shall be clearly labelled with the following: (a) Centre Code (b) Number of examination question papers enclosed (c) Range of serial numbers of examination question papers enclosed In addition, the label on the Security tamper polybags shall have the bar code containing the same information		
7	The supplier shall ensure that the Security Tamper Evident Polybags with question papers are placed in the waterproof white poly liners.		
8	The supplier shall pack the wrapped Security Tamper Evident Polybags containing Examination Question Papers in strong medium sized carton boxes.		
9	The Carton box used shall have the following specification:		

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
	<p>(a) Export Carton material, with polypropylene strapping 3 ply/double wall CA flutes with Water resistance 160 gsm Kraft lining.</p> <p>(b) The carton box should be in dimensions of 420mm x 300mm x 260mm.</p> <p>(c) The supplier shall use smaller boxes for fewer Security Tamper Evident Polybags in order to avoid the collapse of the boxes. Should there be any empty space left in any box, such space shall be filled with filler material.</p> <p>Notes: Boxes used should withstand rough roads during transportation to Examinations Council of Zambia as well as to the examination centres.</p>		
10	<p>(a) Signed packing lists showing contents of each box to a centre should be enclosed in the first carton box e.g. 1 of 5 for a centre with five (5) boxes.</p> <p>(b) Signed hard copies of packing lists should be sent to the Procuring Entity in a separate carton box (2) Two weeks before the dispatch of Examination Question Papers. In addition, soft copies of the packing lists shall be sent to ECZ via courier and e-mail to director@exams-council.org.zm.</p>		
11	<p>Each RECTANGULAR LABEL on the carton box shall have the following information:</p> <p>(a) Centre code and name</p> <p>(b) District code and name</p> <p>(c) Region code and name</p> <p>(d) Carton numbers for the centre e.g. 1 of 5, 2 of 5 etc for a centre with five boxes and so on.</p> <p>(e) Level of examination</p> <p>(f) Year of examination</p> <p>(g) Number of packets packed in the box</p> <p>(h) Total Quantity of Examination Question Papers in the box.</p> <p>The above details shall be encrypted in bar code on the same label</p> <p>In addition the supplier shall:</p> <ol style="list-style-type: none"> 1. Print the Centre Code and Name in Arial of 38 px 2. Provide the soft copy of the bar code information to the Procuring Entity. 		

S/N	CRITERIA ITEM	BIDDER'S RESPONSE																																					
12	<p>The RECTANGULAR LABELS on carton boxes should have the following colours:</p> <table><tr><th>Region Code</th><th>Region Name</th><th>Region Colour</th></tr><tr><td>0</td><td>Muchinga Province</td><td>Grey</td></tr><tr><td>1</td><td>Northern Province</td><td>Red</td></tr><tr><td>2</td><td>Luapula Province</td><td>Blue</td></tr><tr><td>3</td><td>Southern Province</td><td>Yellow</td></tr><tr><td>4</td><td>Eastern Province</td><td>Violet</td></tr><tr><td>5</td><td>Copperbelt Province</td><td>Green</td></tr><tr><td>6</td><td>North-Western Province</td><td>Orange</td></tr><tr><td>7</td><td>Central Province</td><td>Pink</td></tr><tr><td>8</td><td>Western Province</td><td>Purple</td></tr><tr><td>9</td><td>Lusaka Province</td><td>Brown</td></tr><tr><td>10</td><td>HQ Stock</td><td>White</td></tr></table>	Region Code	Region Name	Region Colour	0	Muchinga Province	Grey	1	Northern Province	Red	2	Luapula Province	Blue	3	Southern Province	Yellow	4	Eastern Province	Violet	5	Copperbelt Province	Green	6	North-Western Province	Orange	7	Central Province	Pink	8	Western Province	Purple	9	Lusaka Province	Brown	10	HQ Stock	White		
Region Code	Region Name	Region Colour																																					
0	Muchinga Province	Grey																																					
1	Northern Province	Red																																					
2	Luapula Province	Blue																																					
3	Southern Province	Yellow																																					
4	Eastern Province	Violet																																					
5	Copperbelt Province	Green																																					
6	North-Western Province	Orange																																					
7	Central Province	Pink																																					
8	Western Province	Purple																																					
9	Lusaka Province	Brown																																					
10	HQ Stock	White																																					
13	<p>RECTANGULAR LABELS for Carton boxes containing Examinations Council of Zambia HQ stock shall be colour coded White and marked “ECZ Stock” and should have the barcode containing the following information:</p> <p>(c) Content (Subject/Paper enclosed)</p> <p>(d) Packet size e.g. 25s 15s or 10s</p> <p>(e) Level of examination</p>																																						
14	<p>For Head Quarter (HQ) stock, the supplier shall pack Security Tamper Evident Polybags containing each subject in separate boxes.</p>																																						
15	<p>To enhance security, each box shall be tightly strapped with four POLYMER STRAPS applied two across the width and two across the length.</p>																																						
16	<p>The supplier shall place the sealed boxes containing Examination Question Papers on pallets by district. Each pallet shall have the label and barcode with the following:</p> <p>A Label Details</p> <p>(a) Freight Container Number</p> <p>(b) Pallet Number</p> <p>(c) Region Code and name</p> <p>(d) District code and name</p> <p>(e) Year of examination</p> <p>(f) Level of examination</p>																																						

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
	<p>(g) Examination centre code and name for all the boxes on the pallet</p> <p>B Barcode Details</p> <p>(a) Freight Container Number</p> <p>(b) Pallet Number</p> <p>(c) Region Code and name</p> <p>(d) District code and name</p> <p>(e) Year of examination</p> <p>(f) Level of examination</p> <p>(g) Examination centre code and name for all the boxes on the pallet.</p> <p>Note that: This information shall be encrypted on a barcode and a soft copy sent to the Procuring Entity two (2) weeks before shipment of the Examination Question Papers8.</p>		
17	Each pallet shall be covered with a plastic sheet on top and then the whole pallet shall be plastic shrunk. The height of the pallets shall not exceed 1.5 meters.		
18	The supplier shall indicate the number, the weight and the volume of carton boxes on each pallet per region by district and send the information both in hard and soft copies to Examinations Council of Zambia two weeks before dispatching the Examination Question Papers.		
C	TRANSPORTATION & SECURITY		
1	Transportation of Grade 9 External examinations questions papers shall either be by road, by air, by sea or by a combination of any of the three.		
2	Prior to transportation, the supplier shall arrange for pre-shipment inspection of Examination Question Papers by customs authorities of the country of origin. The pre-shipment inspection certificate shall accompany the consignment.		
3	The freight trucks shall have SATELLITE TRACKING facilities and shall be securely sealed.		
4	Where transportation is by road the trucks used shall be containerized.		
5	Where transportation is by road the trucks shall transport containers carrying exclusively Examinations Council of Zambia examinations Question papers.		

S/N	CRITERIA ITEM	BIDDER'S RESPONSE	
6	Reliable transport shall be used to transport examination question papers.		
7	The supplier shall arrange for security escort of Examination Question Papers up to the point of Entry into the Procuring Entity's Country.		

GCE EXAMINATION QUESTION PAPERS

S/N	CRITERIA	BIDDER'S RESPONSE	
		Complied	Not Complied
A	JOB SPECIFICATION		
1	Finished Trimmed Size: All GCE Examination Question Papers shall be printed on both sides folded, stitched and trimmed to A4 Booklets		
2	Printing process (es): Lithograph Offset/ Digital		
3	Colour fall: All GCE Examination Question Papers will be printed in process black throughout.		
4	All GCE Examination Question Papers shall be printed on 70gsm white bond paper.		
5	Proofs: The Procuring Entity will provide both Camera Ready and Electronic Copies of examination question papers.		
6	Pre-press Process: Computer to plate (CTP)		
7	Numbering: Each examination question paper must be serially numbered and the range of serial numbers for each examination centre must be documented.		
8	Documentation: The supplier must, two (2) weeks before dispatch of examination question papers, send the following to the Examinations Council of Zambia (ECZ): (a) A hard copy of the document containing the serial numbers of Examinations Question Papers by examination centre. (b) An electronic copy of the document containing the serial numbers of Examinations Question Papers by examination centre in a Comma Separated Value (CSV) format. (c) The supplier shall send the delivery notes containing total quantities printed per subject to the procuring entity together with other delivery documents such as bill of lading, certificate of insurance etc.		
B	PACKAGING SPECIFICATIONS		
1	Inner Boxes: Each subject of the GCE Examination Question Papers shall be packaged in a security Tamper evident envelope. Security Tamper Evident Envelopes containing subjects shall then be packed in a small carton box with a label providing details of the content of that box (Subject name and code, serial numbers of question paper in that box, a number of packets and more importantly the examination date for that subject). Outer Carton Box. Small boxes containing different subjects per center shall be packed in a bigger outer centre box. The out box shall have a label with details of the content of that particular box (Centre Name, number of different		

S/N	CRITERIA	BIDDER'S RESPONSE	
	smaller boxes containing subjects for that particular centre.		
2	The supplier shall pack all GCE Examination Question Papers according to the supplied packing list by: (a) examination centre, (b) district (c) region.		
3	The supplier shall pack GCE Examination Question Papers in Red Security Tamper Evident Polybags in quantities generated by a formula to be supplied by the Procuring Entity and completely sealed without any openings on the sides.		
4	The supplier shall ensure that each Red Security Tamper Evident Polybag shall contain only one subject paper.		
5	The Red GCE Security Tamper Evident Polybag shall have a window to show the following on the front page of the question paper:		
6	(a) Subject Code (b) Subject Name (c) Level of Examinations (d) Year of Examination (e) Date of Examination		
7	The Red GCE Security Tamper Evident Polybag shall be clearly labeled with the following: (a) Centre Code (b) Number of examination question papers enclosed In addition, the label on the Security tamper polybags shall have the bar code containing the same information		
8	The supplier shall ensure that the Security Tamper Evident Polybags with question papers are placed in the waterproof white poly liners.		
9	The supplier shall pack the wrapped Security Tamper Evident Polybags containing Examination Question Papers in strong medium sized carton boxes.		
10	The Carton box used shall have the following specification: (a) Export Carton material, with polypropylene strapping 3 ply/double wall CA flutes with Water resistance 160 gsm Kraft lining. (b) The carton box should be in dimensions of 420mm x 300mm x 260mm. (c) The supplier shall use smaller boxes for fewer Security Tamper Evident Polybags in order to avoid the collapse of the boxes. Should there be any empty space left in any box, such space shall be filled with filler material.		

S/N	CRITERIA	BIDDER'S RESPONSE																									
	Note: Boxes used should withstand rough roads during transportation to Examinations Council of Zambia as well as to the examination centers.																										
11	(a) Advice Note showing contents of each box to a centre should be enclosed in the first carton box e.g. 1 of 5 for a centre with five (5) boxes. (b) Advice Note of packing lists should be sent to the Procuring Entity in a separate carton box (2) Two weeks before the dispatch of Examination Question Papers. In addition, soft copies of the packing lists shall be sent to ECZ via courier and e-mail to examadministration@exams-council.org.zm.																										
12	Each RECTANGULAR LABEL on the carton box shall have the following information: (a) Centre code and name (b) District code and name (c) Regional Code and Name (d) Carton numbers for the centre e.g. 1 of 5, 2 of 5 etc for a centre with five boxes and so on. (e) Level of examination (f) Year of examination (h) Total Quantity of Examination Question Papers in the box. The above details shall be encrypted in bar code on the same label In addition the supplier shall: 1. Print the Centre Code and Name in Arial of 38 px 2. Provide the soft copy of the bar code information to the Procuring Entity.																										
13	The RECTANGULAR LABELS on carton boxes should have the following colours: <table border="1"> <tr> <th>Region Code</th> <th>Region Name</th> <th>Region Colour</th> </tr> <tr> <td>0</td> <td>Muchinga Province</td> <td>Grey</td> </tr> <tr> <td>1</td> <td>Northern Province</td> <td>Red</td> </tr> <tr> <td>2</td> <td>Luapula Province</td> <td>Blue</td> </tr> <tr> <td>3</td> <td>Southern Province</td> <td>Yellow</td> </tr> <tr> <td>4</td> <td>Eastern Province</td> <td>Violet</td> </tr> <tr> <td>5</td> <td>Copperbelt Province</td> <td>Green</td> </tr> <tr> <td>6</td> <td>North-Western Province</td> <td>Orange</td> </tr> </table>	Region Code	Region Name	Region Colour	0	Muchinga Province	Grey	1	Northern Province	Red	2	Luapula Province	Blue	3	Southern Province	Yellow	4	Eastern Province	Violet	5	Copperbelt Province	Green	6	North-Western Province	Orange		
Region Code	Region Name	Region Colour																									
0	Muchinga Province	Grey																									
1	Northern Province	Red																									
2	Luapula Province	Blue																									
3	Southern Province	Yellow																									
4	Eastern Province	Violet																									
5	Copperbelt Province	Green																									
6	North-Western Province	Orange																									

S/N	CRITERIA				BIDDER'S RESPONSE	
	7	Central Province	Pink			
	8	Western Province	Purple			
	9	Lusaka Province	Brown			
	10	HQ Stock	White			
14	RECTANGULAR LABELS for Carton boxes containing Examinations Council of Zambia HQ stock shall be colour coded White and marked "ECZ Stock" and should have the barcode containing the following information: (a) Content (Subject/Paper enclosed) (b) Packet size e.g. 10s or 5s (c) Level of examination					
15	For Head Quarter (HQ) stock, the supplier shall pack Security Tamper Evident Polybags containing each subject in separate boxes.					
16	To enhance security, each box shall be tightly strapped with four POLYMER STRAPS applied two across the width and two across the length.					
17	The supplier shall place the sealed boxes containing Examination Question Papers on pallets by district. Each pallet shall have the label and barcode with the following: A. Label Details (a) Freight Container Number (b) Pallet Number (c) Region Code and name (d) District code and name (e) Year of examination (f) Level of examination (g) Examination centre code and name for all the boxes on the pallet B. Barcode Details (a) Freight Container Number (b) Pallet Number (c) Region Code and name (d) District code and name (e) Year of examination (f) Level of examination (g) Examination centre code and name for all the boxes on the pallet.					

S/N	CRITERIA	BIDDER'S RESPONSE	
	Note that: This information shall be encrypted on a barcode and a soft copy sent to the Procuring Entity two (2) weeks before shipment of the Examination Question Papers.		
18	Each pallet shall be covered with a plastic sheet on top and then the whole pallet shall be plastic shrunk. The height of the pallets shall not exceed 1.5 meters.		
19	The supplier shall indicate the number, the weight and the volume of carton boxes on each pallet per region by district and send the information both in hard and soft copies to Examinations Council of Zambia two weeks before dispatching the Examination Question Papers.		
C	TRANSPORTATION & SECURITY		
1	Transportation of examinations questions papers will either be by road, by air, by sea or by a combination of any of the three		
2	Prior to transportation, the supplier shall arrange for pre-shipment inspection of Examination Question Papers by customs authorities of the country of origin. The pre-shipment inspection certificate shall accompany the consignment.		
3	The freight trucks shall have SATELLITE TRACKING facilities and shall be securely sealed.		
4	Where transportation is by road the trucks used shall be containerized.		
5	Where transportation is by road the trucks shall transport containers carrying exclusively Examinations Council of Zambia examinations Question papers.		
6	Reliable Transport shall be used for transporting Examination Question Papers		
7	The supplier shall arrange for security escort of Examination Question Papers up to the point of Entry into the Procuring Entity's Country.		

Notes:

Bidders shall respond to each of the Technical Specifications/Requirements stated above (ALL LEVELS) by completing the Complied or Not Complied columns. Bidders are not allowed to just issue compliance statement.

Failure to comply with this instruction could make the bid non-responsive

PART 3 – Contract

SECTION VII. GENERAL CONDITIONS OF CONTRACT

Table of Contents

1.	Definitions	91
2.	Contract Documents	92
3.	Fraud and Corruption	92
4.	Interpretation	93
5.	Language	94
6.	Joint Venture, Consortium or Association	94
7.	Eligibility	94
8.	Notices	95
9.	Governing Law	95
10.	Settlement of Disputes	95
11.	Inspections and Audit by the Bank	95
12.	Scope of Supply	96
13.	Delivery and Documents	96
14.	Supplier's Responsibilities	96
15.	Contract Price	96
16.	Terms of Payment	96
17.	Taxes and Duties	96
18.	Performance Security	97
19.	Copyright	97
20.	Confidential Information	97
21.	Subcontracting	98
22.	Specifications and Standards	98
23.	Packing and Documents	99
24.	Insurance	99
25.	Transportation	99
26.	Inspections and Tests	99
27.	Liquidated Damages	100
28.	Warranty	101
29.	Patent Indemnity	101
30.	Limitation of Liability	102
31.	Change in Laws and Regulations	103
32.	Force Majeure	103
33.	Change Orders and Contract Amendments	103
34.	Extensions of Time	104
35.	Termination	104

36. Assignment	106
37. Export Restriction	106
General Conditions of Contract	

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

- (a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “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.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- (h) “Government” means the Government of the Republic of Zambia or any other Government agency duly mandated to carry out specialized functions of Government.
- (i) “Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (j) “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.
- (k) “SCC” means the Special Conditions of Contract.
- (l) “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.
- (m) “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

Procuring Entity and is named as such in the Contract Agreement.

- (n) "The Project Site," where applicable, means the place named in the SCC.

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.
--------------------	--

Fraud and Corruption	3.1 If the Procuring Entity determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.
----------------------	---

- (a) For the purposes of this Sub-Clause:

- (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;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁹;
- (iii) "collusive practice" is an arrangement between two or more parties¹⁰ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly,

⁹ "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

¹⁰ "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

any party or the property of the party to influence improperly the actions of a party¹¹;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Government].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

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 Procuring Entity 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,

¹¹“Party” refers to a participant in the procurement process or contract execution.

and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (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.

Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, 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.

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 Procuring Entity for the fulfillment 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 Procuring Entity.

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 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.

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.
Governing Law	9.1	The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Zambia, unless otherwise specified in the SCC.
Settlement of Disputes	10.1	The Procuring Entity 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.
	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 Procuring Entity 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. 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. 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
Inspections and Audit by Government	(b)	the Procuring Entity shall pay the Supplier any monies due the Supplier.
	11.1	The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Government and/or persons appointed by the Government to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Government if requested by the Government. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under this Sub-Clause 11.1

		constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to Zambia Public Procurement Authority's prevailing sanctions procedures).
Scope of Supply	12.1	The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
Delivery and Documents	13.1	Subject to GCC Sub-Clause 33.1, 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.
Supplier's Responsibilities	14.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
Contract Price	15.1	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.
Terms of Payment	16.1	The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
	16.2	The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
	16.4	The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
	16.5	In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity 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 arbitration award.
Taxes and Duties	17.1	For goods manufactured outside Zambia, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Zambia.

	17.2	For goods Manufactured within Zambia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.
	17.3	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Zambia, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
Performance Security	18.1	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.
	18.2	The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	18.3	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 Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.
	18.4	The Performance Security shall be discharged by the Procuring Entity 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.
Copyright	19.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity 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
Confidential Information	20.1	The Procuring Entity 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 Procuring Entity 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 20.

20.2 The Procuring Entity 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 Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Procuring Entity or Supplier need to share with Government 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.

20.4 The above provisions of GCC Clause 20 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.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

Subcontracti
ng

21.1 The Supplier shall notify the Procuring Entity 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.

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

Specification
s and
Standard
s

22.1 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 Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

- (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 Procuring Entity and shall be treated in accordance with GCC Clause 33.

Packing and Documents	23.1	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.
	23.2	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 Procuring Entity.
Insurance	24.1	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.
Transportation	25.1	Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
Inspections and Tests	26.1	The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
	26.2	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 Zambia as specified in the SCC. Subject to GCC Sub-Clause 26.3, 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 Procuring Entity.
	26.3	The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC

Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 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 Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity 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.

26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.7 The Procuring Entity 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 Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 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 Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

Liquidated
Damages

27.1 Except as provided under GCC Clause 32, 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 Procuring Entity 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 Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

Warranty

- 28.1 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.
- 28.2 Subject to GCC Sub-Clause 22.1(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.
- 28.3 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.
- 28.4 The Procuring Entity 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 Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 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 Procuring Entity.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity 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 Procuring Entity may have against the Supplier under the Contract.

Patent
Indemnity

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity 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 Procuring Entity 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.

- 29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 29.4 The Procuring Entity 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.
- 29.5 The Procuring Entity 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 Procuring Entity.

Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
 - (a) the Supplier shall not be liable to the Procuring Entity, 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 Procuring Entity and

	(b) the aggregate liability of the Supplier to the Procuring Entity, 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 Procuring Entity with respect to patent infringement
Change in Laws and Regulations	31.1 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 in Zambia 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 15.
Force Majeure	<p>32.1 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.</p> <p>32.2 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 Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity 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.</p>
Change Orders and Contract Amendments	33.1 The Procuring Entity 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 Procuring Entity;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 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 Procuring Entity's change order.

33.3 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.

33.4 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.

Extensions of Time

34.1 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 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity 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.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, 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 34.1.

Termination

35.1 Termination for Default

- (a) The Procuring Entity, 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 Procuring Entity pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Entity 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 Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity 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 Procuring Entity 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.

35.2 Termination for Insolvency.

- (a) The Procuring Entity 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 Procuring Entity.

35.3 Termination for Convenience.

- (a) The Procuring Entity, 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 Procuring Entity'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 Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity 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.

- | | | |
|--------------------|------|---|
| Assignment | 36.1 | Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| Export Restriction | 37.1 | Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to the Republic of Zambia, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which 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 Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3. |

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 GCC.

GCC Clause	Description
GCC 1.1(i)	The Procuring Entity is: Examinations Council of Zambia
GCC 1.1 (n)	The Project Site/Final Destination is: Examinations Council of Zambia, Haile Selassie Avenue, Longacres P.O Box 50432, Lusaka, Zambia ZIP Code 10101 Telephones: +260 211 254896/253799 Fax: +260 211 253690/253799 Website: www.exams-council.org.zm
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Inco terms.
GCC 5.1	The language shall be: English
GCC 8.1	For notices, the Procuring Entity's address shall be: Attention: Director, Examinations Council of Zambia, Haile Selassie Avenue, Long acres P.O Box 50432, Lusaka, Zambia ZIP Code 10101 Telephones: +260 211 254896 Fax: +260 211 253690/253799 Website: www.exams-council.org.zm
GCC 9.1	The governing law shall be the laws of: The Republic of Zambia
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

	In the case of a dispute between the Procuring Entity and a Zambian Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Republic of Zambia.
GCC 13.1	Subject to GCC Sub-Clause 33.1, 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.
GCC 15.1	<p>PRICE SCHEDULES.</p> <p>Bidders shall quote for all lots; however, each lot shall be quoted separately. Bidders shall not combine two or more lots on one Price Schedule, each lot shall have its own price schedule.</p> <p>All items in each lot must be listed and priced separately in the price schedule and the total value for the quoted lot(s) shall be indicated on the Bid Submission form.</p> <p>The quoted unit price(s) shall remain fixed during the contract period. The Unit price quoted for and on which the contract shall be signed shall not be adjustable during the performance of the contract, It shall remain fixed.</p>
GCC16.1	<p>GCC16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment of foreign currency portion shall be made in the currency of the Contract Price in the following manner:</p> <p>Advance Payment: Twenty-Five (25) 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 Procuring Entity.</p> <p>On Shipment: Sixty Five (65) percent of the Contract Price of the Goods shipped shall be paid within 60 days through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, or by Bank Transfer upon submission of documents specified in GCC Clause 13</p> <p>On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p>
GCC16.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be 90 days after the payment due date.</p> <p>The interest rate that shall be applied is 0.5 % per month</p>
GCC18.1	A Performance Security shall be required equivalent to 10% of the contract price

GCC18.3	The Performance Security shall be in the form of: Bank Guarantee and shall be denominated currency of the contract or in freely convertible currency acceptable to the procuring entity.
GCC18.4	Discharge of the Performance Security shall take place: 30 days after delivery and acceptance of the goods supplied.
GCC23.2	The packing, marking and documentation within and outside the packages shall be: as specified in the Technical Specifications.
GCC24.1	The insurance coverage 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.
GCC25.1	Responsibility for transportation of the Goods shall be as specified in the Inco terms.
GCC26.1	<p>The inspections and tests shall be:</p> <ol style="list-style-type: none"> 1. The Procuring entity shall conduct a pre-shipment inspection at the supplier's premise(s) to confirm that the contract has been executed to specifications. Upon being satisfied, the procuring entity shall issue an inspection certificate. 2. Final acceptance will be Procuring Entity's issuance of an acceptance certificate upon delivery and acceptance of the goods. <p>The ECZ shall satisfy itself with security arrangements by inspecting the premises of the supplier before security printing commences. The security printing of examinations question papers will be the SOLE responsibility of the supplier until delivery to the ECZ. The ECZ will monitor or inspect prepress, printing and packaging processes at any time.</p> <p>The supplier shall ensure that security cameras are installed at all strategic points of the premises and all rooms where prepress, printing and packaging will be done. Security cameras shall be monitored at all times by the supplier. ECZ will verify the monitoring at anytime during the printing and packaging period.</p>
GCC26.2	<p>The Inspections and tests shall be conducted at: The Suppliers Premises.</p> <p>A pre-contract factory inspection to ascertain adequacy of facilities for the Security Printing, packaging and delivery of Grades 7, 9 (Internal & External),12 and GCE Examination Question papers shall be conducted at the Suppliers Premises.</p>
GCC27.1	The liquidated damage shall be:0.5% per week
GCC27.1	The maximum amount of liquidated damages shall be: 10% of the contract price.
GCC28.3	<p>The period of validity of the Warranty shall be: 90 days</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: Examinations Council of Zambia, Lusaka, Zambia.</p>
GCC28.5	The period for repair or replacement shall be: 30 days.

GCC 35	<p>35.1 Termination for Default</p> <p>The Procuring Entity, 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:</p> <p>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 Procuring Entity pursuant to GCC Clause 34;</p> <p>if the Supplier fails to perform any other obligation under the Contract; or</p> <p>if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.</p> <p>In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity 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 Procuring Entity 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.</p> <p>35.2 Termination for Insolvency.</p> <p>The Procuring Entity 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 Procuring Entity.</p> <p>35.3 Termination for Convenience.</p> <p>The Procuring Entity, 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 Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>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 Procuring Entity at the Contract terms and prices and to have any portion completed and delivered at the Contract terms and prices; and/or 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.</p>
--------	---

Assignment	36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
------------	--

Table of Forms

[1. Contract Agreement](#)

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 Procuring Entity], a [insert description of type of legal entity, for example, an agency of the Ministry of ... of the Government of] Zambia, [or corporation incorporated under the laws of]the Republic of Zambia and having its principal place of business at [insert address of Procuring Entity] (hereinafter called “the Procuring Entity”), 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 Procuring Entity 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 Procuring Entity 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) ECZ Technical Specifications
 - (e) The suppliers Technical Specifications
 - (f) The Supplier’s Bid and original Price Schedules
 - (g) The Procuring Entity’s Notification of Award
 - (h) [Minutes of any meeting between ECZ and the Printer.]
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 Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity 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 Procuring Entity

Signed: [insert signature]

[insert full name]

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

in the presence of [insert name & title of official witness]

For and on behalf of the Supplier

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

[insert full name]

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

in the presence of [insert name & title of official witness]

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]

OIB No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Procuring Entity]

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 28 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]

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

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]

OIB No.: [insert number of bidding process]

Page _____ of _____ pages

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] <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 Zambia, 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]

OIB 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] <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from Zambia, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

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]
OIB 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 Procuring Entity]

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)12] 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],13 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]

¹² 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 Procuring Entity.

¹³ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity 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 Procuring Entity 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 Procuring Entity'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]

OIB No. and title: [insert number and title of bidding process]

[bank's letterhead]

Beneficiary: [insert legal name and address of Procuring Entity]

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)¹⁴ 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 date¹⁵].

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

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

¹⁴ 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 Procuring Entity.

¹⁵ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity 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 Procuring Entity 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 Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

