



EXAMINATIONS COUNCIL OF ZAMBIA

BIDDING DOCUMENT ISSUED ON 11TH NOVEMBER, 2024

TENDER No: ECZ/OE/PU010/2024

TENDER FOR THE SUPPLY AND DELIVERY OF OFFICE EQUIPMENT

Purchaser: Examinations Council of Zambia

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Bidding Document for Procurement of Office Equipment

TENDER FOR THE SUPPLY AND DELIVERY OF OFFICE EQUIPMENT

Date Issued : 11th November, 2024
Tender No. : ECZ/OE/PU010/2024
Employer : Examinations Council of Zambia
LUSAKA, ZAMBA



Examinations Council of Zambia

INVITATION FOR BIDS

ECZ/OE/PU/010/2024: TENDER FOR THE SUPPLY AND DELIVERY OF OFFICE EQUIPMENT

The Examinations Council of Zambia is a statutory body established in 1983 by an Act of Parliament, of the Laws of Zambia. The primary role of the ECZ is to set and conduct Primary, Secondary and Teacher Education Examinations.

In its 2024 budget, the ECZ has made a provision towards the cost for the Supply and Delivery of Office Equipment and intends to apply some of the funds to cover payments under the one-off procurement of Office Equipment for which the Invitation for Bids has been issued.

The Examinations Council of Zambia now invites bids from reputable citizen owned/local companies for the tender for the supply and delivery of Office Equipment.

Bids should be submitted online via the e-GP system not later than Wednesday 11th December, 2024 at 10:00 hours.

The bids will be opened online soon after the tender closing.

Dr. Michael M. Chilala
Executive Director – Examinations Council of Zambia

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Section I. Instructions to Bidders

General

Scope of Bid

- 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**.
- 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa;
 - (c) “day” means calendar day;
 - (d) the term “Contract Manager” refers to the officer, body or institution appointed under Section 76 of the Public Procurement Act No 8 of 2020;
 - (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 No 8 of 2020; and
 - (f) “ZPPA” refers to the Zambia Public Procurement Authority.

Source of Funds

- 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.
- 2.2 Payments by the Procuring Entity will be made only at the request of the Contract Manager **named in the BDS**.

Fraud and Corruption

- 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

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

¹*In 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.*

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, 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 Section *ninety seven* of the Public Procurement Act of 2020 and in accordance with regulations 232 and 238 of the Public Procurement Regulations of 2022. A bidder or supplier aggrieved by such a decision may appeal in accordance with Section *hundred* of the Public Procurement Act of 2020.

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 51 of the Public Procurement Act of 2020. 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 92 of the Public Procurement Act of 2020.

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 IV. Bidding Forms

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

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

- 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:**

-) 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;
- (i) any sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (ii) 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
Qualifications
of the Bidder**

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

- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in 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**.
- 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

**Format and
Signing of Bid**

“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;

(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

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**.

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.

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**

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:

- (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.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

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

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; Technical Evaluation**
- 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.
- 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.
- 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.
- Conversion to Single Currency**
- 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**.
- Domestic Preference**
- 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- Evaluation of Bids**
- 36.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 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.
- 36.3 To evaluate a Bid, the Procuring Entity shall consider the following:
- (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.

36.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:

- (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

- 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.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 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.
- 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.

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
Instructions to Bidders Clause Reference**

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 (ECZ)
ITB 1.1	<p>Bidding Document No. ECZ/OE/PU010/2024</p> <p>Name of Contract: Tender for the supply and delivery of Office Equipment. The tender is being invited as follows:</p> <p>Lot 1- Desk Top Computers</p> <p>Lot 2 - Laptops Computers</p> <p>Lot 3 - Black and white Printers</p> <p>Lot 4 - Color Printers</p> <p>Lot 5 - Multi-Function Printers</p> <p>Lot 6 - Heavy Duty Printer</p> <p>Lot 7 - Shredders</p> <p>Lot 8 - Flat Bed Scanners</p> <p>Lot 9 - Computer Server</p> <p>Lot 10 - OMR Scanner</p> <p>Lot 11 - Photocopier</p> <p>Lot 12 - Binding Machine</p> <p>Lot 13 -Perfect Binding Machine</p> <p>Lot 14 - Hard Drives</p> <p>Lot 15 - Service Vacuum Cleaner</p> <p>BIDS ARE BEING INVITED LOT BY LOT: ECZ WILL EVALUATE THE BIDS LOT BY LOT AND AWARD THE CONTRACT ACCORDINGLY.</p> <p>BIDDERS MUST QUOTE FOR ALL ITEMS IN A LOT. FAILURE TO QUOTE FOR ALL ITEMS IN A LOT SHALL RENDER THE BID IN THE LOT NON-RESPONSIVE.</p> <p>BIDDERS ARE ALLOWED TO QUOTE FOR ONE OR MORE LOTS</p> <p>BIDDERS WILL BE AWARDED PER LOT</p>
ITB 2.1	Source of Funds: Government of the Republic of Zambia
ITB 2.1	Name of the Project is Procurement of Office Equipment

ITB 4.3-4.4	Lists of debarred firms are available at http://www.ppa.org.zm
B. CONTENT OF THE BIDDING DOCUMENTS	
ITB 7.1	For Clarification of bid purposes : Online via the e-GP System The deadline for clarifications shall be Wednesday 4th December, 2024 (7 days) before tender closing.
C. PREPARATION OF BID	
ITB 10.1	The Language of the bid is: English
ITB 11.1	<p>The bid shall comprise the following</p> <p style="text-align: center;">PRELIMINARY EVALUATION</p> <ol style="list-style-type: none"> 1. <i>Bid Securing declaration in line with the sample form included in the Bidding forms (ITB 21.1).</i> 2. <i>PACRA Certificate of Company Registration/ Incorporation</i> 3. <i>PACRA Printout Showing Names of Shareholders for Verification of Citizenship</i> 4. <i>Valid ZRA Tax Clearance Certificate</i> 5. <i>Valid National Pension Scheme Authority (NAPSA) Company Certificate of Compliance.</i> 6. <i>Valid Worker's compensation certificate</i> 7. <i>Power of Attorney from the Company's Director. The person given the Power of Attorney shall be the signatory to the documents pertaining to this tender. The signatory of the Bid SHALL NOT sign the Power of Attorney. The Name, Position, and Specimen signature of the person given the Power of Attorney MUST be provided. (Bidders may use any format)</i> 8. <i>Signed bidders Bid submission form on the bidder's letterhead. Bidders shall fill in the Bid submission form according to the instruction(s) provided on the sample bid submission Form. 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 (ITB 12.1 & 32.2).</i> 9. <i>Bid validity of at least ninety (90) days</i> 10. <i>Litigation Status from bidder's Legal Personnel /Adviser. The purchaser shall determine the risks highlighted in the litigation status and shall reserve the right to either accept or reject the bid.</i> <p style="text-align: center;">TECHNICAL EVALUATION</p>

	<p>11. <i>Compliance to the technical requirements as indicated in the schedule of requirements</i></p> <p>12. Documentary Evidence of having supplied the goods quoted for (supply of Office equipment by submitting: Copies of contract (s), copies of Purchase Order (s), and or Reference Letters showing the performance of the Bidders from at least 3 clients.</p> <p style="text-align: center;">COMMERCIAL EVALUATION</p> <p>13. <i>Payment terms of 30 days</i></p> <p>14. <i>Delivery period of 2 to 4 weeks upon receipt of purchase order</i></p> <p style="text-align: center;">FINANCIAL EVALUATION</p> <p>15. <i>Signed price schedule for each lot</i></p> <p>The financial evaluation for this tender shall include price reasonableness analysis in line with Clause 12(2 &4) of the Public Procurement Act No. 8 of 2020.</p> <p>THE BIDDER MUST SHOW PROOF IN ACCORDANCE WITH ITB CLAUSE 17 THAT THE GOODS TO BE SUPPLIED BY THE BIDDER ARE OF ELIGIBLE ORIGIN. THE BIDDER SHALL STATE IN THEIR PRICE SCHEDULE/QUOTATION /SUBMISSION THE ORIGIN OF THE GOODS (WHERE THEY WILL BUY GOODS FROM IF NOT MANUFACTURED LOCALLY).</p>
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	<p>Prices quoted for each lot shall correspond to 100% of the items specified for each lot (Suppliers must quote for all items specified in each lot).</p> <p>The supplier's cost will include:</p> <p>Prices quoted for each lot shall correspond to 100% of the quantities specified for each item in a lot (Suppliers must quote for the quantities specified in the lot).</p> <p>The Examinations Council of Zambia will pay the supplier the cost comprising the unit bid price provided by the supplier in its bid document and indicated in the Price Schedule. The total to be paid for any particular order under this contract shall be determined by the quantities delivered multiplied by the unit cost agreed (in the contract).</p>
ITB 15.1	Currencies of Bid: Zambian Kwacha
ITB 20.1	Bid validity period: 90 days from the date of opening of bids. Bidders are required to clearly indicate the Bid Validity Period in their bid.

ITB 21.1	<p>For this contract, suppliers shall sign and submit a Bid-Securing Declaration statement that once their bid is submitted it will not be withdrawn until the contract is signed with the successful bidder. The bid declaration statement should be signed by the person duly authorized by the bidder.</p> <p>Please Note</p> <p>A sample of the Bid Securing Declaration to be completed is included in the Bidding forms. Bidders are requested to use the sample of the Bid Securing Declaration provided together with this document. Alternative Bid Securing Declaration Form shall not be accepted and shall render the bid non-responsive.</p>
ITB21.7	<p>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</p>
ITB 22.1	<p>In addition to the Original bid, the number of copies of the bid shall be: N/A</p>
D. SUBMISSION AND OPENING OF BIDS	
ITB 23.1	<p>Bidders Shall submit the bids online via the e-GP system. Bids submitted off the system shall be REJECTED.</p>
ITB 23.2(c)	<p>The inner and outer envelopes shall bear the following additional identification mark. N/A</p>
ITB 24.1	<p>The Procuring Entity's address for bid submission is: Online via the e-GP System The Deadline for bid submission is: Date: Wednesday, 11th December,2024 Time: AM 10:00 hours system time</p>
ITB 27.1	<p>The bid opening shall take place: online via the e-GP System Date: Wednesday 11th December,2024 Time: AM 10:00 hours system time</p>
E. EVALUATION AND COMPARISON OF BIDS	
ITB 34.1	<p>Bid prices shall be quoted in Zambian Kwacha</p>
F. AWARD OF CONTRACTS	
ITB36.6	<p>Bidders are allowed to quote for any lot(s), however, the bidder must quote for all items in the selected lot(s). For bidders quoting for more than one (1) lot, each lot shall be quoted separately. Bidders shall not combine two or more lots on one quotation or Price Schedule. The contract shall be awarded on a lot basis.</p> <p>ALL ITEMS IN EACH LOT MUST BE LISTED AND PRICED SEPARATELY IN THE PRICE SCHEDULE AND THE TOTAL VALUE</p>

	<p>FOR THE QUOTED LOT(S) SHALL BE INDICATED ON THE BID SUBMISSION FORM.</p> <p>BIDDERS WILL BE AWARDED PER LOT</p>
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 38.1-3	<p>The Procuring entity shall conduct a post –qualification of the bidder to verify the following:</p> <ul style="list-style-type: none"> • <i>The bidder’s physical work premises (Shop/Offices)</i> • <i>The submitted evidence of having the capacity to supply the quoted goods shall be part of the evaluation process.</i> • <i>Financial capacity by verifying Stamped bank statements for at least three (3) months or the minimum amount of liquid assets and/or cred facilities net of other contractual commitments amounting to K2,000,000.00.</i>
1TB 41.1	The maximum percentage by which quantities may be increased or decreased from the quantities stated in the schedule of requirement shall not be more than 25%

Section III. Bidding Forms

Performance Bond

By this Bond, _____ as Principal (hereinafter called “the Service Provider”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Obligee (hereinafter called “the Employer”) in the amount of _____/ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Service Provider has entered into a Contract with the Employer dated the _____ day of _____, _____ for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Employer to the Service Provider under the Contract, less the amount properly paid by the Employer to the Service Provider; or
- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this _____ day of _____, _____.

Signed by _____
on behalf of _____
In the capacity of _____
In the presence of _____
Date _____

Signed by _____
on behalf of _____
In the capacity of _____

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:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we shall be liable to suspension from participating in public procurement in accordance with section 95 and 90 of the Public Procurement Act No.8 Of 2020 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 by us in the Bidding Data Sheet; 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, if required; or
 - (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.
3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (a) our receipt of a copy of your notification to us of the name of the successful Bidder; or
 - (b) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Bid Securing shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of Intent.

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

Name: *[complete name of the 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.]

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]*

Section IV. Schedule of Requirements

SCHEDULE OF REQUIREMENTS FOR OFFICE EQUIPMENT

LOTS	DESCRIPTION	QUANTITY	EXPECTED DELIVERY PERIOD
1	Desk Top Computers	10	2-4 weeks
2	Laptops Computers	24	2-4 weeks
3	Black and white Printers	21	2-4 weeks
4	Color Printers	02	2-4 Weeks
5	Multi-Function Printers	03	2-4 weeks
6	Heavy Duty Printer	01	2-4 weeks
7	Shredders	05	2-4 weeks
8	Flat Bed Scanners	05	2-4 weeks
9	Computer Server	01	4-6 weeks
10	OMR Scanner	01	4-6 weeks
11	Photocopier	01	2-4 weeks
12	Binding Machine	02	2-4 weeks
13	Perfect Binding Machine	02	2-4 Weeks
14	Hard Drives	03	2-4 weeks
15	Service Vacuum Cleaner	01	2-4 weeks

Section V. Technical Specifications

TECHNICAL SPECIFICATIONS FOR OFFICE EQUIPMENT**LOT 1: ALL IN 1 DESKTOP COMPUTERS**

S/N	Component Description	ECZ's Specifications
1	Operating system	Windows 11 pro
2	Processor	Intel® Core™ i5 (up to 4.6 GHz with Intel® Turbo Boost Technology)
3	Graphics	Integrated graphics
4	RAM	8 GB
5	Hard Drive	512GB SSD
6	Networking Hardware	10/100/1000 Ethernet adaptor
7	Monitor	23.8" FHD or more
8	Quantity	10
9	Warranty	1 year

LOT 2A: HIGH SPECIFICATIONS LAPTOP COMPUTERS

S/N	Component Description	ECZ's Specification
1	Operating system	Windows 11 pro
2	Processor	Intel core i7 (Maximum Turbo Frequency 4.7 GHz)
3	Graphics	Integrated graphics
4	RAM	16 GB
5	Hard Drive	512 GB SSD
6	Networking Hardware	10/100/1000 Ethernet adaptor
7	Connectivity	Wi-Fi, Bluetooth
8	Camera	Webcam
9	Display	15.6 inch
10	Laptop bag	Included
11	Quantity	3
12	Warranty	1 year

LOT 2B: LAPTOP COMPUTERS

S/N	Component Description	ECZ Specification
1	Operating system	Windows 11 pro
2	Processor	Intel core i5 (Maximum Turbo Frequency 4.4 GHz)
3	Graphics	Integrated graphics
4	RAM	8 GB
5	Hard Drive	512 GB SSD
6	Networking Hardware	10/100/1000 Ethernet adaptor
7	Connectivity	Wi-Fi, Bluetooth
8	Camera	Webcam
9	Display	15.6 inch
10	Laptop bag	Included
11	Quantity	21
12	Warranty	1 year

LOT 3: PRINTERS (BLACK AND WHITE)

S/N	Component Description	ECZ Specification
1	Print Technology	Laser
2	Functions	Print
3	Print speed	Up to 40 ppm
4	Resolution	Fine Lines (1200 x 1200 dpi)
5	Monthly duty cycle	Up to 80,000 pages
6	Duplex Printing	Automatic
7	Connectivity	Gigabit Ethernet 10/100/1000BASE-T network, USB
8	USB	USB cable included
9	Warranty	1-year warranty
10	Quantity	12

LOT 4A: 3 IN 1 COLOUR PRINTERS

S/N	Component Description	ECZ Specification
1	Print Technology	Laser
2	Functions	Print
3	Print speed	Up to 28 ppm
4	Resolution (color)	600 x 600 dpi, Up to 38,400 x 600 enhanced dpi
5	Connectivity	USB; Ethernet 10/100/1000BASE-T network
6	Monthly duty cycle	Up to 50,000 pages
7	Duplex printing	Automatic (default)
8	USB Cable	2 metres
9	Warranty	One (1) Year
10	Quantity	02

LOT 4B: COLOUR PRINTERS

S/N	Component Description	ECZ Specification
1	Print Technology	Laser
2	Functions	Print 600 x 600 dpi
3	Print speed Black	(ISO, A4) Up to 38ppm
	Print speed color	(ISO) Up to 38ppm
4	Resolution (color)	600 x 600 dpi, Up to 38,400 x 600 enhanced dpi
5	Connectivity	USB; Gigabit/Fast Ethernet 10/100/1000BASE-TX network port
6	Monthly page volume	Up to 80,000 pages
7	Duplex printing	Automatic (standard)
8	USB Cable	Included
9	Warranty	One (1) Year
10	Processor speed	1.2GHz
11	Memory	1.5 GB
12	Compatible Operating system	Windows 11
13	Quantity	01

LOT 5: MULTI-FUNCTION PRINTERS

S/N	Component Description	ECZ Specification
1	Functions	Print/Scan/Photocopy
2	Print Speed - Black (normal)	Up to 65 ppm
3	Duplex printing	Automatic (default)
4	Resolution	Up to 1200 x 1200 dpi
5	Monthly duty cycle	Up to 275,000 pages
6	Recommended monthly page volume	5000 to 25000
7	Memory, standard	512 MB
8	Print Technology	Laser
9	Connectivity, standard	2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000T network
10	USB cable	Included
11	Warranty	1 Year
12	Quantity	03

LOT 6: HEAVY DUTY PRINTER

S/N	Component Description	ECZ Specification
1	Functions	Print, Copy, Scan
2	Print Speed - Black (normal)	Up to 42 ppm
3	Duplex printing	Automatic (default)
4	Resolution	Up to 1200 x 1200 dpi
5	Monthly duty cycle	Up to 100,000 pages
6	Print Technology	Laser
7	Connectivity, standard	2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000T network
8	USB cable	Included
9	Warranty	1 Year
10	Quantity	01

LOT 7: OFFICE SHREDDERS

S/N	Component Description	ECZ Specification
1	Security level	Micro-cut P-3
2	Run time	60 minutes
3	Sheet capacity	Shreds 15 Sheets at a time
4	Waste basket capacity	10 Litres waste basket
5	Paper size	A4
6	Warranty	1 year
7	Quantity	5

LOT 8: FLATBED SCANNERS

S/N	Component Description	ECZ Specification
1	Scanner type	Flatbed, ADF
2	Scan resolution	Up to 600x600 dpi (color and mono, ADF) UP to 1200X1200dpi (color and mono, Flatbed)
3	Input Type	Flatbed, ADF
4	Auto document Feeder	Standard, 50 sheets
5	Speed	20ppm
6	Supported O/S	Win 11
7	Interface	USB 2.0
8	Connectivity	USB. Should include USB cable
9	Warranty	1 year
10	Quantity	05

LOT 9: COMPUTER SERVER

S/N	Component	ECZ Specifications
1	Form Factor	Computer Server – 1U, SFF Rack Mount
2	Processor Type/Speed	Intel 3.1 GHz or higher
3	Model:	Supplier Should Specify the Model
4	Number of processors	1
5	Processor Core	8 Core or higher
6	RAM	256 GB DDR4 Installed
7	Storage Controller	Smart Array: Hot Swap, RAID Level: 0,1, 2,5, 6,10
8	Storage Drives	- SAS SSD 200 GB, Quantity 3 - SAS SSD 15.36 TB, Quantity 7
9	Chassis Type	8 SFF Drive Bays.
10	Networking Hardware	4 Ports
11	Power Voltage	AC 240V
12	Power supply type	Redundant (2 power supplies installed)
13	Fans	Redundant: Primary and secondary Fans installed
14	Warranty	One (1) Year
15	quantity	01

LOT 10: OMR SCANNER

S/N	Component Description	ECZ Specification
1	Windows OS	Windows 10/11
2	Capture Capability	OMR Character Recognition, Barcode, QR Code, Image (Full color)
3	Paper Handling Minimum	83 x 178 mm, 9" X 12", (229 x 305 mm)
4	Throughput Speed Max Rated Sheets per hour	11,000
5	Annual Page Count	More Than 1M
6	Feed Path-Forms Deskew	Turnaround Mechanical Deskew/ Straight through
7	Image Capture	Fu!l Non-Drop Color
8	Ink / Pencil	Ink and Pencil

9	Scan Tools (software)	OMR non-OMR, image
10	Read Technology	Highspeed Camera Image Capture (FulColor) or contact image sensor (CIS)
11	Read head	Dual sides
12	Error Detection	Double feed, skew, sheet empty
13	Hopper capacity	500 sheets
14	Output tray capacity	500sheets select and 150 reject
15	Personal Computer	Integrated PC or standalone
16	TWAIN Compatible	B/W, Grayscale Full Color
17	Quantity	01
18	Warranty	One (1) Year

LOT 11: PHOTOCOPIER

S/N	Component Description	ECZ Specification
	Machine Type	A004 Monochrome Laser Multifunctional
	Core Functions	Print, Copy, Scan
	Print Speed	Up to 61 ppm (A4), up to 99 ppm (A5), up to 35 ppm (A5R, A6)
	Processor	Dual Custom Processor (Shared)
	Control Panel	10.1" TFT LCD WSVGA Colour Touch panel
	Memory	RAM 3.5 GB
	Storage	SSD (Standard): 256 GB
	Interface Connection	NETWORK Standard: 1000Base-T/100Base-TX/10Base-T Standard: USB 2.0 x 1 (Host), USB 3.0 x 1 (Host), USB 2.0 x 1 (Device)
	Paper Supply Capacity (A4, 80 gsm)	Standard: 650 sheets 100-sheets Multi-purpose tray 1 x 550-sheets Paper cassette Maximum: 3,200 sheets (with High Capacity Cassette Feeding Unit-D1)
	Paper Output Capacity (A4, 80 gsm)	500 sheets
	Finishing Capabilities	Collate, Group
	Supported Media Types	Multi-purpose tray: Thin, Plain, Recycled, Heavy, Colour, Transparency, Bond, Envelope Paper Cassette: Thin, Plain, Recycled, Heavy, Colour, Labels, Bond, Pre-punched
	Print Speed	Up to 61 ppm (A4), up to 99 ppm (A5), up to 35 ppm (A5R, A6)
	Operating System	Windows 10, 11
	Warranty	1 year
	quantity	01

LOT 12: EXTERNAL HARD DRIVE

S/N	Component description	ECZ Specifications
1	Type	SSD
2	Capacity	1TB
3	Connectivity	USB 3.0
4	Warranty	1 Year
5	Quantity	03

LOT 13A: BINDING MACHINE

S/N	Component Description	ECZ Specification
1	Type	Fellows Orion 500
2	Application / Use	Heavy Duty
3	Binding Type	Plastic Comb
4	Binding Capacity	500 Sheets
5	Punching Capacity	30 Sheets
6	Punch Type	Electric
7	Margin Depth	Adjustable
8	Warranty	1 Year Manufacturer's Warranty
9	Voltage	220 - 240 Volts
10	Quantity	02

LOT 13B: PERFECT BINDING MACHINE

S/N	Component Description	ECZ Specification
1	Type	Akiles
2	Application / Use	Heavy Duty
3	Binding Type	Plastic Coil
4	Binding Capacity	50mm
5	Punching Capacity	25 Sheets
6	Punch and Crimp Type	Manual
7	Coil Insertion	Manual
8	Punch Length	Minimum 13" (53 Holes)
9	Margin Depth	Adjustable
10	Warranty	1 Year
11	Quantity	02

LOT 14 SERVICE VACUUM CLEANER

S/N	Component Description	ECZ Specification
1	Type / Model	Atrix Omega
2	Use	Office Equipment (Copiers, Printers)
3	Application	Toner & Esd Safe
4	Airflow	Minimum 90cfm
5	Hose Diameter	1 Inside, 1.25 Outside
6	Watts	Minimum 600w
7	Sound	Maximum 80 Decibels
8	Filtration	Ulpa Filter
9	Accessories	<ul style="list-style-type: none"> • Esd Safety Strap • Crevice Tool • Crevice Tool Brush • Needle Nozzle
10	Containment	Immediate
11	Warranty	1 Year
12	Voltage	220 - 240 Volts
13	Quantity	01

Part III – Conditions of Contract and Contract Forms
Section VI. General Conditions of Contract

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Section Vi. General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (g) “Employer” means the party who employs the Service Provider
- (h) “Foreign Currency” means any currency other than the currency of Zambia;
- (i) “GCC” means these General Conditions of Contract;
- (j) “Government” means the Government of the Republic of Zambia, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2008;
- (k) “Local Currency” means Zambian Kwacha;
- (l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;

- (m) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (o) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (p) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (r) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (s) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the **Republic of Zambia**.

1.3 Language This Contract has been executed **English**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.

- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the Government** The Service Provider shall permit the Government to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Government, if so required by the Government.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the relevant approvals authority as defined by the Public Procurement Act of 2008 has been obtained.
- 2.5 Force Majeure**

- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

- 2.6.1 By the Employer** The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:
- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
 - (b) if the Service Provider become insolvent or bankrupt;
 - (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”⁵ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁶ 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 obligation;
- (iii) “collusive practice”⁷ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁸ 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 party;
- (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 a Government 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 Government’s inspection and audit rights provided for under Sub-Clause 1.7 above.

⁵ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes employees of other organizations taking or reviewing procurement decisions.

⁶ For the purpose of this Contract, “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.

⁷ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁸ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

- 2.6.2 By the Service Provider** The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:
- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
 - (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 2.6.3 Suspension of Funding** In the event that the Government suspends funding to the Employer, from which part of the payments to the Service Provider are being made:
- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the suspension notice.
 - (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.
- 2.6.4 Payment upon Termination** Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:
- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The

Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this

Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages

from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the

Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price**
- (a) The price payable in local currency is **set forth in the SCC.**
- (b) The price payable in foreign currency is **set forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify,** the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency "c".

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency

payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will

pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read in <i>Zambia</i>
1.1(a)	The Adjudicator is: The appointing authority for the adjudicator is the Zambia Center for Dispute Resolution
1.1(e)	The contract name is: <i>Tender for the Supply and Delivery of Office Equipment to ECZ- ECZ/OE/ECZ010/2024</i>
1.1(h)	The Procuring Entity is the Examinations Council of Zambia
1.1(m)	The Member in Charge is: Not yet appointed
1.1(p)	The Supplier is: Not yet appointed
1.4	<p>The addresses are:</p> <p>Employer: The Examinations Council of Zambia</p> <p>Attention: Manager –Procurement</p> <p>Telephone: +260 211 253799</p> <p>Facsimile: +260 211 253799</p> <p>Supplier: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
2.1	The date on which this Contract shall come into effect is: Contract signing date.
2.3	The Intended Completion Date is: <i>one off supply</i> .
3.2.3	Activities prohibited after termination of this Contract are: <i>None</i>
5.1	The assistance and exemptions provided to the Service Provider are: <i>None</i>
6.2(a)	The amount in local currency is <i>Zambian Kwacha</i> .
6.5	Payment shall be made within <i>30 days</i> of receipt of goods, acceptance and invoice.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The interest rate is <i>Not Applicable</i>
6.6.1	Price adjustment is _____ in accordance with Sub-Clause 6.6. <i>Not Applicable</i>
7.1	The Warranty Period is <i>1 Year</i> .
8.2.3	The Adjudicator is <i>to be appointed by the Zambia Centre for Dispute Resolution</i> . Who will be paid a rate of K300.00 per hour of work. The following reimbursable expenses are recognized: <i>Office Equipment Supplies etc.</i>
8.2.4	The arbitration procedures of <i>the Zambia Centre for Dispute Resolution</i> will be used
8.2.5	The designated Appointing Authority for a new Adjudicator is the <i>Zambia Centre for Dispute Resolution</i>