
STANDARD BIDDING DOCUMENTS



Procurement of Goods

Open International Bidding

June 2017

Foreword

These Bidding Documents for Procurement of Goods have been prepared by the Zambia Public Procurement Authority to be used for the procurement of goods through Open International Bidding (OIB) in projects or programmes that are financed in whole or in part by the Government of the Republic of Zambia.

These Standard Bidding Documents are based on the Master Bidding Documents for Procurement of Goods and User's Guide, prepared by the Multilateral Development Banks and International Financing Institutions, while they are customised to be consistent with the Public Procurement Act No. 12 of 2008 of the Laws of Zambia, the Public Procurement (Amendment) Act, 2011 and the Public Procurement Regulations, Statutory Instrument No. 63 of 2011. The Master Bidding Documents reflect "international best practices".

These Bidding Documents for Procurement of Goods, assumes that no prequalification has taken place before bidding.

Those wishing to submit comments or questions on these Bidding Documents or to obtain additional information on procurement in Zambia projects are encouraged to contact:

The Director General
Zambia Public Procurement Authority
Red Cross House, P.O. Box 31009
Plot 2837, Los Angeles Boulevard
Longacres, Lusaka
ZAMBIA
<http://www.ppa.org.zm>

SBD for Procurement of Goods

Summary

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

Section II. Bidding Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the best-evaluated bid, and the Bidder's qualification requirements to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – SUPPLY REQUIREMENTS

Section VI. Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONTRACT

Section VII. General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

Section VIII. Special Conditions of Contract (SCC)

This Section includes clauses specific to each contract that modify or supplement Section VII, General Conditions of Contract.

Section IX: Contract Forms

This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Attachment: Invitation for Bids

An “Invitation for Bids” form is provided at the end of the Bidding Documents for information.

BIDDING DOCUMENTS

Issued on: June 29, 2017

FOR

**PROCUREMENT OF
VARIOUS GM & GE LOCOMOTIVE
SPARE PARTS**

OIB No: ZRL/TEN/MPS/0007/2017

**PROJECT
TENDER FOR THE SUPPLY AND
DELIVERY OF VARIOUS GM & GE
LOCOMOTIVES SPARE PARTS THROUGH
FRAMEWORK AGREEMENTS (Call off
Orders)**

**PROCURING ENTITY
ZAMBIA RAILWAYS LIMITED**



ZAMBIA RAILWAYS LIMITED

INVITATION FOR BIDS

TENDER NO. ZRL/TEN/MPS/00003/2017 - TENDER FOR THE SUPPLY AND DELIVERY OF VARIOUS GM & GE LOCOMOTIVES SPARE PARTS THROUGH FRAMEWORK AGREEMENTS (Call off Orders).

Zambia Railways Limited is a state owned enterprise whose mandate is to provide rail freight and passenger transportation services in Zambia. It is a company incorporated in Zambia and having its registered offices in Kabwe.

Zambia Railways Limited has made a provision in its 2017 Budget towards the procurement of Various GM & GE Locomotives and it now invites sealed bids from eligible bidders.

Bidding will be conducted through Open International Bidding (OIB) procedures consistent with the Public Procurement Act No. 12 of 2008 of the Laws of Zambia and the Public Procurement Regulations of 2011.

Interested eligible bidders may obtain further information from Manager Procurement and Supplies, Zambia Railways Limited, Top Office, Corner of Ghana and Buntungwa Avenue, Kabwe and inspect the bidding documents from 08:00 hours to 13:00 hours and 14:00 hours to 17:00 hours from Monday to Friday. Bidding documents may also be accessed on the Zambia Railways website: www.zrl.com.zm. A complete set of bidding documents may be purchased by interested bidders upon payment of a non-refundable fee of **ZMW 1000.00** or its equivalent in any freely convertible currency.

The bids should be sent and clearly marked “TENDER NO. ZRL/TEN/MPS/0007/2017 - **TENDER FOR THE SUPPLY AND DELIVERY OF VARIOUS GM & GE LOCOMOTIVES SPARE PARTS THROUGH FRAMEWORK AGREEMENTS (Call off Orders)** addressed to the Manager Procurement, Top Office, Corner of Ghana and Buntungwa Avenue, P.O. Box 80935, Kabwe, Zambia and must be received not later than **Friday 11th August, 2017** at 10:00 hour’s local time. **HOWEVER, ELECTRONIC OFFERS WILL NOT BE ACCEPTED.**

Bids will be opened in the Board Room at Top Office, Corner Buntungwa Street and Ghana Avenue, Kabwe, Zambia soon after closing in the presence of Bidders or their chosen representatives who choose to attend.

All Bids must be accompanied with a bid security of not less than **two percent (2%)** of the bid sum or an equivalent amount in any freely convertible currency. **Late Bids will not be accepted.**

**Manager Procurement
For/ CHIEF EXECUTIVE OFFICER
ZAMBIA RAILWAYS LIMITED**

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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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 57 of the Public Procurement Act of 2008;
 - (e) “Government” refers to the Government of the Republic of Zambia, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2008; and
 - (f) “ZPPA” refers to the Zambia Public Procurement Authority.
- Source of Funds**
- 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 matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise

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.

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 Sections *sixty-five*, *sixty-six* and *sixty-seven* of the Public Procurement Act of 2008 and in accordance with regulations 163 to 167 of the Public Procurement Regulations of 2011. A bidder or supplier aggrieved by such a decision may appeal in accordance with Section *sixty-nine* of the Public Procurement Act of 2008.

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

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

Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are associated with a firm which has been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

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

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

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

**Eligible Goods and
Related
Services**

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

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

5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

Contents of Bidding Documents

Sections of Bidding

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which

Documents

include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

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

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

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

provide the import duties and the price net of import duties which is the difference of those values.]

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot.

Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

- Currencies of Bid**
- 15.1 The Bidder shall quote in Zambian Kwacha the portion of the bid price that corresponds to expenditures incurred in Zambian Kwacha, unless otherwise specified in the **BDS**.
- 15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to Zambian Kwacha.
- Documents**
Establishing the Eligibility of the Bidder
- 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- Documents**
Establishing the Eligibility of the Goods and Related Services
- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- Documents**
Establishing the Conformity of the Goods and Related Services
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the

Procuring Entity.

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

**Documents
Establishing the
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 ITB 20.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

the Procuring Entity may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Procuring Entity for a period of time **as stated in the BDS**.

Format and Signing of Bid

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

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

22.3 Any interlineation, 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 postqualification 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 postqualification 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 (BDS)

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General											
ITB 1.1	The Procuring Entity is: Zambia Railways Limited											
ITB 1.1	<p style="text-align: center;">TENDER FOR THE SUPPLY AND DELIVERY OF VARIOUS GM & GE LOCOMOTIVE SPARE PARTS THROUGH FRAMEWORK AGREEMENTS (Call off Orders), TENDER NO. ZRL/TEN/MPS/00007/2017</p> <table border="1" data-bbox="467 877 1425 993"> <thead> <tr> <th data-bbox="467 877 618 915">Lot No.</th> <th data-bbox="618 877 1105 915">Description</th> <th data-bbox="1105 877 1425 915">Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="467 915 618 953">1</td> <td data-bbox="618 915 1105 953">Locomotive GM spare parts</td> <td data-bbox="1105 915 1425 953">Various</td> </tr> <tr> <td data-bbox="467 953 618 993">2</td> <td data-bbox="618 953 1105 993">Locomotive GE spare parts</td> <td data-bbox="1105 953 1425 993">Various</td> </tr> </tbody> </table>			Lot No.	Description	Quantity	1	Locomotive GM spare parts	Various	2	Locomotive GE spare parts	Various
Lot No.	Description	Quantity										
1	Locomotive GM spare parts	Various										
2	Locomotive GE spare parts	Various										
ITB 2.1	The Procuring Entity is: Zambia Railways Limited											
ITB 2.1	The name of the Project is: Supply and Delivery of various GM & GE Locomotive Spare Parts											
ITB 4.3-4.4	Lists of debarred firms is available at http://www.ppa.org.zm											
B. Contents of Bidding Documents												
ITB 7.1	<p>For Clarification of bid purposes only, the Procuring Entity's address is: Attention: Manager Procurement Address: Zambia Railways Limited, Top Office, Corner of Ghana and Buntungwa Avenue, P.O. Box 80935, City: Kabwe, Country: Zambia Telephone: N/A Facsimile number: N/A Mobile: +260-960-283-332 Electronic mail address: tenders@zrl.com.zm , joel.siwale@zrl.com.zm,</p>											

	<p>Mukelabai.matundwelo@zrl.com.zm or Zrl-ceo@zrl.com.zm</p> <p><u>Note: Clarifications should be received on or before 14th July, 2017 at 10:00hour's local time.</u></p>
	C. Preparation of Bids
ITB 10.1	The language of the bid is: English.
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its bid: Technical Specifications, Brochures, proof of where they have supplied Locomotive spares and after Sales Service that you provide.
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The Incoterms edition is Incoterms 2010
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: Zambia Railways Limited, Kabwe Main Stores, Kabwe, Zambia.
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	“Final destination (Project Site)”: Zambia Railways Limited, Kabwe Main Stores, Kabwe, Zambia.
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside Zambia shall be quoted: CIF Zambia Railways Limited, Kabwe Main Stores, Kabwe, Zambia.
ITB 14.7	The prices quoted shall be Ex Works. The price of inland transportation, insurance and other costs incidental to delivery of the goods to the final destination must be quoted in addition to the Ex Works price.
ITB 14.8	Prices quoted for each lot shall correspond at least to 100% of the items specified. The prices for Locomotive spares shall be fixed for the duration of the contract. No price adjustment shall be entertained. Therefore, Bidders must state that clearly in their bids. Failure to comply will declare the bidder non-responsive.
ITB 15.1	The Bidder is required to quote in Zambian Kwacha or any equivalent currency but not more than two currencies. However, for purposes of evaluation, the prices will be converted to Zambian Kwacha.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): the bidder shall provide the expected life span for each

	spare.
ITB 19.1 (a)	Manufacturer's authorization is required
ITB 19.1 (b)	After sales service is: required
ITB 20.1	The bid validity period shall be at least One Hundred and Twenty (120) after the deadline for bid submission
ITB 21.1	(a) Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms
ITB 21.2	The amount of the Bid Security shall be: 2% of the Bid sum.
ITB 21.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Procuring Entity will declare the Bidder ineligible to be awarded contracts by the Procuring Entity for a period of Three (03) years.
ITB 22.1	In addition to the original of the bid, the number of copies is: 05 (Five)
	D. Submission and Opening of Bids
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: N/A
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: Tender for the supply and delivery of Various GM and GE Locomotive Spares Parts through Framework Agreements (Call off Orders) Tender No. ZRL/TEN/MPS/0007/2017
ITB 24.1	For bid submission purposes, the Procuring Entity's address is: Attention: Manager Procurement Address: Corner of Butungwa Street and Ghana Avenue, Zambia Railways Limited, P.O. Box 80935, City: Kabwe, Zambia Telephone: N/A Facsimile number: N/A Mobile: +260 960 283 332 Electronic mail address: tenders@zrl.com.zm , joel.siwale@zrl.com.zm ,

	<p>Mukelabai.matundwelo@zrl.com.zm or Zrl-ceo@zrl.com.zm</p> <p>The deadline for the submission of bids is: Date: Friday 11th August, 2017 Time: 10:00 hour's local time</p>
ITB 27.1	<p>The bid opening shall take place at: Street Address: Zambia Railways Limited, Top Office, Corner of Butungwa Street and Ghana Avenue Floor/ Room number: Main Board Room City: Kabwe, Zambia Date: Friday 11th August, 2017 Time: 10:00 hour's local time</p>
ITB 27.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall not apply
ITB 27.2	Request for clarifications should be sent within 21 days after tender floatation date. Any requests received after this period will not be admitted.
	E. Evaluation and Comparison of Bids
ITB 34.1	<p>Bid prices expressed in different currencies shall be converted in: Zambian Kwacha.</p> <p>The source of exchange rate shall be: Central Bank of Zambia</p> <p>The date for the exchange rate shall be: 28 days before the date of Bid opening</p>
ITB 35.1	<p>This tender has domestic preference for bidders registered with the Citizen Economic Empowerment Commission (CEEC) as follows:</p> <ul style="list-style-type: none"> i) Citizen Influenced Companies - 4 percent ii) Citizen Empowered Companies - 8 percent iii) Citizen Owned Companies - 12 percent v) Domestically manufactured goods by a citizen influenced company, citizen-empowered company and citizen-owned company – Fifteen (15) percent. <p>Proof of registration with CEEC must be provided.</p>
ITB 36.3(a)	<p>Evaluation and Qualification Criteria</p> <ul style="list-style-type: none"> • Bidders must submit proof of purchase of Bidding Document;

	<ul style="list-style-type: none"> • Bidders must submit a power of attorney, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 19.1;. The Power of Attorney shall be authorized by the bidders Management or Board of Directors. No person shall provide a Power of Attorney to himself or herself • Bidders must submit information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount. <p>The bidder's litigation status shall be provided by a registered legal practitioner or attorney. A written statement by the bidder himself shall not be accepted. Non-compliance with this requirement will result into disqualification of the bid;</p> <ul style="list-style-type: none"> • Bidding will be conducted through Open International Bidding (OIB) procedures specified in the Public Procurement Act of No. 12 of 2008 and the Public Procurement Regulations of 2011. This tender is open to Citizen or Local Bidders and International Bidders. The term Citizen or Local Bidder is defined in the Public Procurement Act No. 12 of 2008. • Bidders must submit proof of registration as a legal entity (e.g. Certificate of Incorporation). • The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): <ul style="list-style-type: none"> ✓ Must submit their latest audited and certified copies of financial Statements for the last three (03) financial years (2014, 2015, 2016) for determination of solvency and liquidity. • Bid shall include a Bid Security (issued by bank or surety) in the format included in Section IV Bidding Forms. <p>The amount of the Bid Security shall be: 2% of the Bid sum</p> • Bidders must submit a Valid Tax Clearance Certificate from the Zambia Revenue Authority issued in accordance with Section 81B of the Income Tax Act, Cap 323. Failure to submit the Valid Tax Clearance Certificate SHALL make the bid non-responsive and shall not be considered further. • The Bidder must have a proven track record of satisfactorily having handled similar supplies. The Bidder must have performed at least two Contracts of similar nature and magnitude in the last five years. Bidders shall provide information on Contract values, description of services performed, goods delivered, purchaser's name and address. Submission of only experience of the manufacturer where the bidder is not a manufacturer shall not suffice. Proof of unsatisfactory performance shall
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	<p>result in the bid being declared non-responsive. Bidders should provide references from their past clients on their performance. Failure to provide all the information stated above will render the bid non-responsive</p> <ul style="list-style-type: none"> • If an agent submits on behalf of more than one manufacturer, each bid must be accompanied by a separate bid form, a bid security, and authorization to bid from each respective manufacturer. Bids not so accompanied shall be rejected as non-responsive; • Bidders must keep the prices firm during the Contract period; and • The absence of ANY of this information shall render the bid non responsive. <ul style="list-style-type: none"> • Payment terms for any delivered product shall be 60 days credit starting from the date of the invoice. All invoices shall be due for payment only 30 days from the date of invoice for local bidders. • Letter of Credit from the bank shall apply only for International Bidders.
ITB 36.3(d)	(a) The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: N/A
ITB 36.6	Bidders shall be allowed to quote separate prices for one or more lots.
ITB 36.7	<p>Post-qualification Requirements</p> <p>After determining the best-evaluated bid in accordance with ITB Sub-Clause 33.1, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with ITB Clause 34, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.</p> <p>(a) Financial Capability</p> <p>The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):</p> <ul style="list-style-type: none"> • Must submit their latest audited and certified copies of financial Statements for the last three (03) financial years (2014, 2015, and 2016) for determination of solvency and liquidity. <p>(a) Experience and Technical Capacity</p> <p>The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):</p>

	<ul style="list-style-type: none"> • Bidders must have a proven track record of handling similar Contracts. The bidder must have performed three similar contracts in the last three years. (Submit at least two (2 No.) of contractual instruments-Contract/ or copy of purchase order • Bidders shall provide List of Clientele, contact details, contact person information on the Contract Values, description of services performed, purchaser’s name and address. The absence of this information shall render the bid non- responsive. • Tax Clearance Certificate. All Zambian registered companies responding to this tender are required to obtain a Tax Clearance Certificate from the Zambia Revenue Authority (ZRA) issued in accordance with section 81B of the income tax Act Cap 323. Failure to submit a valid Tax Clearance Certificate shall make the bidder’s proposal Non- responsive. • Copies of Certificate of Incorporation/Registration • Power of Attorney shall be a written letter from the Management of the Board of Directors or Company Secretary. <p>Must provide information regarding litigation in which the company is currently involved in (the past three years), the parties concerned. The written information must be provided by the company’s lawyers.</p>
	<p>F. Award of Contract</p>
<p>ITB 41.1</p>	<p>The maximum percentage by which quantities may be increased is: 20 percent</p> <p>The maximum percentage by which quantities may be decreased is: 20 percent</p>

Section III. Evaluation and Qualification Criteria

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

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

Contents

1. Domestic Preference (ITB 35.1)
2. Evaluation Criteria (ITB 36.3 (d))
3. Multiple Contracts (ITB 36.6)
4. Post-qualification Requirements (ITB 36.7)

1. Domestic Preference (ITB 35.1)

This tender has domestic preference for bidders registered with the Citizen Economic Empowerment Commission (CEEC) as follows:

- i) Citizen Influenced Companies – four (4) percent
- ii) Citizen Empowered Companies – eight (8) percent
- iii) Citizen Owned Companies – twelve (12) percent
- iv) Domestically manufactured goods by a citizen influenced company, citizen-empowered company and citizen-owned company – Fifteen (15) percent.

2. Evaluation Criteria (ITB 36.3 (d))

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

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

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

- (b) Deviation in payment schedule.

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. Zambia Railways Limited may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

- (c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 18.3, is in the List of Goods. An

adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.

- (d) Availability in Zambia of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 36.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 36.3(d).

- (f) Performance and productivity of the equipment.

- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS Sub-Clause 36.3(d). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 36.3(d).

- (g) Specific additional criteria

3. Multiple Contracts (ITB 36.6)

The Procuring Entity shall award multiple contracts to the Bidder that offers the best-evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Procuring Entity shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8
- (b) take into account:
 - (i) the best-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

4. Post-qualification Requirements (ITB 38.2)

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

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): [*latest Audited Financial statement for three (3) years (i.e 2013, 2014, 2015 or 2016)*]

(b) Experience and Technical Capacity

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

- Bidders must have a proven track record of handling similar Contracts. The bidder must have performed three similar contracts in the last three years. (Submit at least two (2 No.) of contractual instruments-Contract/ or copy of purchase order
- Bidders shall provide List of Clientele, contact details, contact person information on the Contract Values, description of services performed, purchaser's name and address. The absence of this information shall render the bid non- responsive.
- Tax Clearance Certificate. All Zambian registered companies responding to this tender are required to obtain a Tax Clearance Certificate from the Zambia Revenue Authority (ZRA) issued in accordance with section 81B of the income tax Act Cap 323. Failure to submit a valid Tax Clearance Certificate shall make the bidder's proposal Non- responsive.
- Copies of Certificate of Incorporation/Registration
- Power of Attorney shall be a written letter from the Management of the Board of Directors or Company Secretary.

Must provide information regarding litigation in which the company is currently involved in (the past three years), the parties concerned. The written information must be provided by the company's lawyers

- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement(s): **Attach copy of Manufacturer's Authorization Certificate.**

Section IV. Bidding Forms

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Bidder Information Form

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

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

Page _____ of _____ pages

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

Joint Venture Partner Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*

OIB No.: *[insert number of bidding process]*

Page _____ of _____ pages

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

Bid Submission Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*

OIB No.: *[insert number of bidding process]*

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

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

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

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

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

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

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder,*

including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by ZPPA or any other international agency’s official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the best-evaluated bid or any other bid that you may receive.

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

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

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

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

Price Schedule Forms

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

Price Schedule: Goods Manufactured Outside Zambia, to be Imported

(Group C bids, goods to be imported)								Date: _____
Currencies in accordance with ITB Sub-Clause 15								OIB No: _____
15								Alternative No: _____
15								Page N° _____ of _____
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Zambia to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

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

Price Schedule: Goods Manufactured Outside Zambia, already imported

(Group C bids, Goods already imported)

Currencies in accordance with ITB Sub-Clause 15

Date: _____

OIB No: _____

Alternative No: _____

Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Zambia to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (e)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(e)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Zambia]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

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

Price Schedule: Goods Manufactured in Zambia

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

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

Price and Completion Schedule - Related Services

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

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

Bid Security (Bank Guarantee)

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

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

Beneficiary: _____ *[Name and Address of Procuring Entity]*

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

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

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

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

[signature(s)]

Bid Security (Bid Bond)

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

BOND NO. _____

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

WHEREAS the Principal has submitted a written Bid to the Procuring Entity dated the ____ day of _____, 20__, for the construction of [*name of Contract*] (hereinafter called the “Bid”).

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

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

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

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

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

Principal: _____ Surety: _____
 Corporate Seal (where appropriate)

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

(Signature) *(Signature)*

(Printed name and title) *(Printed name and title)*

Bid-Securing Declaration

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

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

Bid No.: *[number of bidding process]*

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

To: *[complete name of Procuring Entity]*

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid Submission]*

OIB No.: *[insert number of bidding process]*

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

To: *[insert complete name of Procuring Entity]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Zambia

1. In accordance with Section 61 of the Public Procurement Act No. 12 of 2008 and Clause 155 of the Public Procurement Regulations of 2011, the Government permits firms and individuals from all countries to offer goods, works and services for Government-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
 - (i): as a matter of law or official regulation, the Government prohibits commercial relations with that Country, provided that the Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the supply of the Goods required, or
 - (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from that Country or any payments to persons or entities in that Country.
2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:
 - (a) With reference to paragraph (i) above:

 - (b) With reference to paragraph (ii) above:

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

Contents

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Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Procuring Entity’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

Lot 1: GM Locomotive Spare Parts

S/No.	DESCRIPTION	CATEGORY	PART No.	SUB ASSEMBLY	UOM	QTY	DELIVERY PERIOD
1	ACCESSORY DRIVE COUPLING	GM	8323180	ENG.	Each	5	5 - 8 Weeks
2	ACCY END DRV HOUSG GASKET KIT	GM	9580710	ENG.	Each	5	5 - 8 Weeks
3	BALL BEARING	GM	954285	ENG.	Each	35	5 - 8 Weeks
4	BLADE WIPER 20"	GM	8407810	A/BRAKE	Each	28	5 - 8 Weeks
5	BRACKET ASS SHOCK	GM	8453189	BOGIE	Each	12	5 - 8 Weeks
6	BRIDGE ASSEMBLY EXH. VALVE	GM	8085260	ENG.	Each	224	5 - 8 Weeks
7	BULB 2.5W - 48V	GM	8421182	ELECTRICAL	Each	7	5 - 8 Weeks
8	CAP ASSEMBLY PRESSURE 7PSI	GM	9323490	ENG.	Each	5	5 - 8 Weeks
9	CLAMP DUST SEALBOOT	GM	8362027	BOGIE	Each	16	5 - 8 Weeks
10	COMP.CONTR. SWITCH	GM	40036351	ELECTRICAL	Each	7	5 - 8 Weeks
11	CONNECTING ROD BEARING	GM	9571980	C / EXH	Each	42	5 - 8 Weeks
12	CRANKCASE TO LINER GASKET	GM	40039389	C / EXH	Each	17	5 - 8 Weeks
13	CRANKSHAFT MAIN BEARING KIT UPPER	GM	8455862	ENG.	Each	2	5 - 8 Weeks
14	CYLINDER INSTALLATION KIT	GM	9327287	ENG.	Each	82	5 - 8 Weeks
15	E 1 SAFETY VALVE	GM	8310075	C / EXH	Each	7	5 - 8 Weeks
16	ELEMENT FILTER	GM	5228013	C / EXH	Each	18	5 - 8 Weeks
17	EXHAUST VALVES (VACUUM)	GM	40027926	C / EXH	Each	30	5 - 8 Weeks
18	FELT STRIP	GM	8250267	BOGIE	Each	484	5 - 8 Weeks

19	FEMALE GOVERNOR PLUG	GM	8453146	ELECTRICAL	Each	7	5 - 8 Weeks
20	FUSE 200 AMP	GM	8439959	ELECTRICAL	Each	28	5 - 8 Weeks
21	GAUGE - LUBE OIL PRESSURE	GM	8231594	ENG.	Each	5	5 - 8 Weeks
22	GAUGE AIR PRESSURE 0 - 200 PSI	GM	8231593	A/BRAKE	Each	7	5 - 8 Weeks
23	GAUGE ASSEMBLY	GM	8365600	ENG.	Each	5	5 - 8 Weeks
24	GAUGE ASSEMBLY	GM	9323489	ENG.	Each	5	5 - 8 Weeks
25	GAUGE ASSEMBLY	GM	8383728	ENG.	Each	5	5 - 8 Weeks
26	GAUGE ASSEMBLY	GM	9334979	ENG.	Each	5	5 - 8 Weeks
27	GEARCASE LOWER	GM	9557135	BOGIE	Each	42	5 - 8 Weeks
28	GEARCASE UPPER	GM	9557134	BOGIE	Each	33	5 - 8 Weeks
29	GM SOLENOID COIL	GM	8113756	GOV	Each	15	5 - 8 Weeks
30	GM SWITCH LUBE OIL	GM	8113755	GOV	Each	5	5 - 8 Weeks
31	H P CYLINDER HEAD	GM	9091775	C / EXH	Each	5	5 - 8 Weeks
32	HEAD LIGHT	GM	8156001	ELECTRICAL	Each	28	5 - 8 Weeks
33	HEAD TO LINER GASKET	GM	9572087	C / EXH	Each	7	5 - 8 Weeks
34	HP CYLINDERS	GM	8315609	C / EXH	Each	5	5 - 8 Weeks
35	INLET VALVES (VACUUM)	GM	40027925	C / EXH	Each	30	5 - 8 Weeks
36	KIT REPAIRS	GM	40029184	A/BRAKE	Each	1	5 - 8 Weeks
37	KIT REPAIRS	GM	40029183	A/BRAKE	Each	5	5 - 8 Weeks
38	KIT REPAIRS	GM	8351410	A/BRAKE	Each	4	5 - 8 Weeks
39	KIT REPAIRS	GM	9314249	A/BRAKE	Each	7	5 - 8 Weeks
40	KIT REPAIRS	GM	40029184	A/BRAKE	Each	1	5 - 8 Weeks
41	KNUCKLE	GM	6968660	ENG.	Each	6	5 - 8 Weeks
42	OIL PUMP	GM	9311027	C / EXH	Each	4	5 - 8 Weeks
43	OIL SEAL	GM	8083554	C / EXH	Each	7	5 - 8 Weeks
44	OVERSPEED TRIP HOUSING GASKET KIT	GM	9580770	ENG.	Each	7	5 - 8 Weeks
45	PINION 16 TEETH	GM	40026427	ELECTRICAL	Each	10	5 - 8 Weeks
46	PISTON ASSEMBLY VACUUM	GM	8430941	C / EXH	Each	18	5 - 8 Weeks
47	RADAR	GM	40034353	ELECTRICAL	Each	4	5 - 8 Weeks
48	REPAIR KIT	GM	8380224	TURBO	Each	7	5 - 8 Weeks
49	REPAIR KIT	GM	9571896	GOV	Each	14	5 - 8 Weeks
50	RESISTOR HEADLIGHT (RE10)	GM	6958079	ELECTRICAL	Each	10	5 - 8 Weeks
51	RING HALF CENTER	GM	9329630	BOGIE	Each	28	5 - 8 Weeks
52	COPPER GASKET	GM	8083592	C/EXH	Each	50	5 - 8 Weeks
53	RESISTOR (RE33)	GM	9322503	ELECTRICAL	Each	7	5 - 8 Weeks
54	RPM MAGNETIC PICK UP	GM	EC3040AC	ELECTRICAL	Each	7	5 - 8 Weeks
55	SA26 BUSHING AND DISCHARGE	GM	559549	A/BRAKE	Each	7	5 - 8 Weeks
56	SAND STRAP	GM	8269587	BOGIE	Each	30	5 - 8 Weeks
57	SEAL AXLE DUST GUARD	GM	8407507	BOGIE	Each	42	5 - 8 Weeks

58	SEAL INNER RING	GM	9560006	BOGIE	Each	42	5 - 8 Weeks
59	SEAL OIL	GM	8061742	GOV	Each	37	5 - 8 Weeks
60	SEAL OIL	GM	8211818	GOV	Each	37	5 - 8 Weeks
61	SEAL OUTER RING – PLASTIC	GM	9560005	BOGIE	Each	42	5 - 8 Weeks
62	SHOCK ABSORBER	GM	4993721	BOGIE	Each	15	5 - 8 Weeks
63	SPRING ASS. DOUBLE COIL SPRING	GM	8452790	BOGIE	Each	48	5 - 8 Weeks
64	ST CONTACTOR	GM	9325207	ELECTRICAL	Each	2	5 - 8 Weeks
65	SUPPORT BEARING	GM	9557784	BOGIE	Each	60	5 - 8 Weeks
66	SWITCH CCS	GM	40036351	ELECTRICAL	Each	7	5 - 8 Weeks
67	TEMPERATURE PROBE	GM	40021658	ELECTRICAL	Each	14	5 - 8 Weeks
68	TURBO - CHARGER CHANGE OUT KIT	GM	8380244	ENG.	Each	7	5 - 8 Weeks
69	VACUUM CYLINDER COM. RINGS	GM	8297166	C / EXH	Each	7	5 - 8 Weeks
70	VACUUM CYLINDERS	GM	8497574	C / EXH	Each	10	5 - 8 Weeks
71	VALVE – CHECK	GM	5226950	INJ	Each	21	5 - 8 Weeks
72	FILTER ASSEMBLY	GM	8457272	C/ EXH	Each	5	5 - 8 Weeks
73	VALVE.ASSY. AUTOMATIC DRAIN	GM	8451213	A/BRAKE	Each	14	5 - 8 Weeks
74	VIGILANCE CONTROL PANEL	GM	10585655	ELECTRICAL	Each	6	5 - 8 Weeks
75	VR MODULE	GM	9528276	ELECTRICAL	Each	6	5 - 8 Weeks
76	WHEEL 40" DIA (REBUILD)	GM	10596190	BOGIE	Each	72	5 - 8 Weeks
77	CABLE ASSEMBLY	GM	8355704	ELECTRICAL	Each	30	5 - 8 Weeks
78	CABLE ASSEMBLY	GM	9566769	ELECTRICAL	Each	30	5 - 8 Weeks
79	CABLE ASSEMBLY	GM	9566770	ELECTRICAL	Each	30	5 - 8 Weeks
80	CABLE ASSEMBLY	GM	9566777	ELECTRICAL	Each	30	5 - 8 Weeks
81	CABLE ASSEMBLY	GM	40028115	ELECTRICAL	Each	30	5 - 8 Weeks
82	CABLE ASSEMBLY	GM	40017962	ELECTRICAL	Each	30	5 - 8 Weeks
83	GROMMET CABLE LEAD	GM	40017960	ELECTRICAL	Each	96	5 - 8 Weeks
84	GLASS TAPE	GM	41A239176 P14	ELECTRICAL	Each	20	5 - 8 Weeks
85	MYLAR TAPE	GM	41A239176 P99	ELECTRICAL	Metre	42	5 - 8 Weeks
86	STOVING VANISH	GM		ELECTRICAL	Litre	40	5 - 8 Weeks
87	GYPTO PAINT	GM		ELECTRICAL	Litre	40	5 - 8 Weeks
88	MICA TAPE	GM		ELECTRICAL	Metre	24	5 - 8 Weeks
89	TERMINAL LUG	GM	8868241AA P14	ELECTRICAL	Each	50	5 - 8 Weeks
90	GROMMET CABLE LEAD	GM	481A539P1 0	ELECTRICAL	Each	48	5 - 8 Weeks
91	FLEXIBLE CONNECTOR	GM	41A235688 G1	ELECTRICAL	Each	48	5 - 8 Weeks
92	MAGNETIC COMPRESSOR CONTROL	GM	8461941	ELECTRICAL	Each	7	5 - 8 Weeks
93	COMPUTER ARCHIEVE	GM	10600863	ELECTRICAL	Each	7	5 - 8 Weeks
94	COMPUTER DISPLAY	GM	9567773	ELECTRICAL	Each	6	5 - 8 Weeks
95	OIL SCRAPPER RINGS VACCUM	GM	40039390	C/EXH	Each	56	5 - 8 Weeks

96	INLET VALVE HP	GM	40000277	C/EXH	Each	5	5 - 8 Weeks
97	CLUTCH ASSEMBLY	GM	9097557	TURBO	Each	4	5 - 8 Weeks
98	RING SET	GM	93232961	P/PACK	Each	86	5 - 8 Weeks
99	PISTON CARRIERS	GM	8442120	P/PACK	Each	32	5 - 8 Weeks
100	26C AUTOMATIC BRAKE VALVE KIT	GM	559547	A/BRAKE	Each	7	5 - 8 Weeks
101	N1 REGULATING VALVE	GM	10834	A/BRAKE	Each	14	5 - 8 Weeks
103	SLEEVES	GM	8350968	ELECTRICAL	Each	168	5 - 8 Weeks
104	LAMP DOUBLE CONTACT 30-75Volts	GM	8190621	ELECTRICAL	Each	42	5 - 8 Weeks
105	LUGS	GM	40015767	ELECTRICAL	Each	126	5 - 8 Weeks
106	PEDESTAL LINERS	GM	8455142	BOGIE	Each	168	5 - 8 Weeks
107	PIN COUPLER SHANK	GM	8113993	BOGIE	Each	10	5 - 8 Weeks
108	BRAKE CYLINDER DIAGHRAM	GM	PCA94800	BOGIE	Each	56	5 - 8 Weeks
109	HAND HOLE COVER SEALS	GM	8291349	ENG.	Each	186	5 - 8 Weeks
110	ELEMENT LUBE OIL FILTERS	GM	8345482	ENG.	Each	140	5 - 8 Weeks
111	FILTER ENGINE AIR PAPER	GM	9093588	ENG.	Each	84	5 - 8 Weeks
112	DRESSER SEAL 1"	GM	8479544	ENG.	Each	28	5 - 8 Weeks
113	DRESSER SEAL 11/2"	GM	8479599	ENG.	Each	28	5 - 8 Weeks
114	DRESSER SEAL 2"	GM	8479600	ENG.	Each	70	5 - 8 Weeks
115	DRESSER SEAL 3"	GM	8479602	ENG.	Each	70	5 - 8 Weeks
116	ALKALINE BATTERIES	GM	10592515	ELECTRICAL	Each	28	5 - 8 Weeks
117	CYLINDER HEAD	GM	9556060	P/PACK	Each	32	5 - 8 Weeks
118	PISTON	GM	9573312	P/PACK	Each	16	5 - 8 Weeks
119	WASHER (COPPER)	GM	116104	ENG.	Each	84	5 - 8 Weeks
120	WASHER (STEEL)	GM	103342	ENG.	Each	84	5 - 8 Weeks
121	POWER SUPPLY HYBRID	GM	9567774	ELECTRICAL	Each	1	5 - 8 Weeks
122	LUBE OIL COOLER CORE	GM	9514842	ENG.	Each	2	5 - 8 Weeks
123	GASKET	GM	9570678	ENG.	Each	2	5 - 8 Weeks
124	GASKET	GM	9570890	ENG.	Each	4	5 - 8 Weeks
125	GASKET	GM	9570894	ENG.	Each	4	5 - 8 Weeks
126	GASKET	GM	9570895	ENG.	Each	2	5 - 8 Weeks
127	GASKET	GM	8250627	ENG.	Each	2	5 - 8 Weeks
128	GASKET	GM	9570894	ENG.	Each	2	5 - 8 Weeks

LOT 2: LOCOMOTIVE GE SPARE PARTS

S/N.	DESCRIPTION	CATEGORY	PART No.	SUB ASSEMBLY	UOM	QTY	DELIVERY PERIOD
1	ABSORBER SHOCK	GE	4993721	BOGIE	Each	11	5 - 8 Weeks
2	AIR DUCT	GE	343B109G3	ELECTRICAL	Each	4	5 - 8 Weeks
3	AIR DUCT LONG	GE	41B500680P1	ELECTRICAL	Each	4	5 - 8 Weeks
4	BALL BEARINGS	GE	549826	C / EXH	Each	4	5 - 8 Weeks

5	BN CARD	GE	17FC114F1	ELECTRICAL	Each	3	5 - 8 Weeks
6	BREAKER CCT 100 AMP	GE	41A203032P2	ELECTRICAL	Each	2	5 - 8 Weeks
7	BREAKER CCT 15 AMP	GE	41B544907P1	ELECTRICAL	Each	2	5 - 8 Weeks
8	BREAKER CCT 25 AMP	GE	41B544907P2	ELECTRICAL	Each	2	5 - 8 Weeks
9	BREAKER CCT 35 AMP	GE	41B544907P4	ELECTRICAL	Each	2	5 - 8 Weeks
10	CENTRE PIN WEAR PLATE	GE	339B768P3	ENG.	Each	4	5 - 8 Weeks
11	COMP / EXH. GASKET	GE	514650	ENG.	Each	2	5 - 8 Weeks
12	COMP. MAGNET VALVE	GE	17MV36B2	ELECTRICAL	Each	2	5 - 8 Weeks
13	DERATOR LINK	GE	132X1273	GOV	Each	2	5 - 8 Weeks
14	DIAPHR SMALL VA - 1B	GE	546353	A/BRAKE	Each	6	5 - 8 Weeks
15	DIAPHRAM 28VB	GE	563784	A/BRAKE	Each	6	5 - 8 Weeks
16	VA1B CONTROL VALVE REPAIR KIT	GE	591551	A/BRAKE	Each	12	5 - 8 Weeks
17	DISCHARGE VALVES	GE	578773	C / EXH	Each	14	5 - 8 Weeks
18	FELT SEALS	GE	8855703P14	BOGIE	Each	196	5 - 8 Weeks
19	FELT SEALS	GE	9961547G2	BOGIE	Each	350	5 - 8 Weeks
20	FUEL VALVE	GE	140X1267 - 3	ENG.	Each	4	5 - 8 Weeks
21	G2 SUPPORT BEARINGS	GE	41C6300965G2	BOGIE	Each	12	5 - 8 Weeks
22	G3 SUPPORT BEARINGS	GE	41C630965G3	BOGIE	Each	12	5 - 8 Weeks
23	GE SOLENOID COIL	GE	135X1062	GOV	Each	10	5 - 8 Weeks
24	GE SWITCH LUBE OIL	GE	11-8113755	GOV	Each	2	5 - 8 Weeks
25	GOVERNOR PLUG	GE	2131292	ELECTRICAL	Each	2	5 - 8 Weeks
26	H.P HEAD GASKETS	GE	518296	C / EXH	Each	2	5 - 8 Weeks
27	HEAD LIGHTS	GE	200PAR	ELECTRICAL	Each	8	5 - 8 Weeks
28	INLET VALVES	GE	514645	C / EXH	Each	14	5 - 8 Weeks
29	J / BOX WEAR PLATE	GE	41A205203P1	BOGIE	Each	12	5 - 8 Weeks
30	J / BOX WEAR PLATE (BIG)	GE	41A211671P10	BOGIE	Each	38	5 - 8 Weeks
31	KNUCKLE (COUPLER)	GE	958X64	ENG.	Each	2	5 - 8 Weeks
32	L.P HEAD GASKETS	GE	514651	C / EXH	Each	10	5 - 8 Weeks
33	LINER CRANK CASE GASKET	GE	514627	C / EXH	Each	10	5 - 8 Weeks
34	MATING RINGS	GE	566272	C / EXH	Each	8	5 - 8 Weeks
35	OIL PUMP	GE	585870	C / EXH	Each	1	5 - 8 Weeks
36	PISTON L.P	GE	550853	C / EXH	Each	10	5 - 8 Weeks
37	PUMP CHAINS	GE	552645	C / EXH	Each	2	5 - 8 Weeks
38	RADIATOR PRESSURE CAP 7 PSI	GE	9323490	ENG.	Each	6	5 - 8 Weeks
39	REPAIR KIT	GE	8924 - 238	GOV	Each	6	5 - 8 Weeks
40	RING KIT	GE	150X1221-1	ENG.	Each	24	5 - 8 Weeks
41	RUBBER DOOM	GE	41A212792P1	ENG.	Each	5	5 - 8 Weeks

42	SA-26 VALVE REPAIR KIT	GE	559549	A/BRAKE	Each	6	5 - 8 Weeks
43	INJECTOR NOZZLE KIT	GE	150X1095	INJ	Each	24	5 - 8 Weeks
44	TURBINE END SEAL	GE	126X1139	TURBO	Each	2	5 - 8 Weeks
45	TURBO-CHARGER KIT	GE	150X1047-1	ENG.	Each	2	5 - 8 Weeks
46	VALVE A9 REPAIR KIT	GE	562251	A/BRAKE	Each	6	5 - 8 Weeks
47	VALVE COPPER WASHRES	GE	514644	C / EXH	Each	28	5 - 8 Weeks
48	WATER PUMP INSTALLATION KIT	GE	41A215495P21	ENG.	Each	4	5 - 8 Weeks
49	BANDING KIT(MAIN GEN)	GE	41B531478G12	ELECTRICAL	Each	6	5 - 8 Weeks
50	BANDING KIT(T/ MOTORS)	GE	41B531478G2	ELECTRICAL	Each	19	5 - 8 Weeks
51	A10 BRUSH HOLDERS	GE	8843525G1	ELECTRICAL	Each	32	5 - 8 Weeks
52	DRESSER SEAL 1"ID	GE	499A912ADP2	ENG.	Each	10	5 - 8 Weeks
53	RUBBER COUPLINGS	GE	41A210386P1	ENG.	Each	32	5 - 8 Weeks
54	GASKET RETAINER	GE	115X1931-1	ENG.	Each	2	5 - 8 Weeks
55	SEAL OIL	GE	115X1930-1	ENG.	Each	8	5 - 8 Weeks
56	CRANKSHAFT	GE	556608	C/EXH	Each	4	5 - 8 Weeks
57	BUFFER PISTON	GE	136X1058	GOV	Each	2	5 - 8 Weeks
58	TRIANGULAR PLATE	GE	136X1708	GOV	Each	2	5 - 8 Weeks
59	JERK PUMP OIL RING	GE	115X2173	INJ	Each	4	5 - 8 Weeks
60	JERK PUMP OIL RING	GE	115X2249	INJ	Each	4	5 - 8 Weeks
61	NOZZLE WITH VALVE AND TIP	GE	123X1034	INJ	Each	20	5 - 8 Weeks
62	PEDESTAL LINERS	GE	41A201604P2	BOGIE	Each	48	5 - 8 Weeks
63	DUST GUARDS	GE	41B535723G1	BOGIE	Each	12	5 - 8 Weeks
64	DIAPHRAM	GE	506957	BOGIE	Each	32	5 - 8 Weeks
65	ELEMENT FUEL FILTER GE 132X1250	GE	132 x 1250		Each	140	5 - 8 Weeks
66	LUBE OIL FILTER	GE	2x4222		Each	750	5 - 8 Weeks
67	BRAZING STRIP	GE	41A231281P33		Each	3870	5 - 8 Weeks

1. List of Goods and Delivery Schedule

[Zambia Railways Limited shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

Lot 1: GM Locomotive Spare Parts

Line Item N°	Description of Goods	CATEGORY	PART No.	SUB ASSEMBLY	Physical unit	Quantity	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
								Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date [to be provided by the bidder]
1	ACCESSORY DRIVE COUPLING	GM	8323180	ENG.	Each	5		5 Weeks	8 Weeks	
2	ACCY END DRV HOUSG GASKET KIT	GM	9580710	ENG.	Each	5		5 Weeks	8 Weeks	
3	BALL BEARING	GM	954285	ENG.	Each	35		5 Weeks	8 Weeks	
4	BLADE WIPER 20"	GM	8407810	A/BRAKE	Each	28		5 Weeks	8 Weeks	
5	BRACKET ASS SHOCK	GM	8453189	BOGIE	Each	12		5 Weeks	8 Weeks	
6	BRIDGE ASSEMBLY EXH. VALVE	GM	8085260	ENG.	Each	224		5 Weeks	8 Weeks	
7	BULB 2.5W - 48V	GM	8421182	ELECTRICAL	Each	7		5 Weeks	8 Weeks	
8	CAP ASSEMBLY PRESSURE 7PSI	GM	9323490	ENG.	Each	5		5 Weeks	8 Weeks	
9	CLAMP DUST SEALBOOT	GM	8362027	BOGIE	Each	16		5 Weeks	8 Weeks	
10	COMP.CONTR. SWITCH	GM	40036351	ELECTRICAL	Each	7		5 Weeks	8 Weeks	
11	CONNECTING ROD BEARING	GM	9571980	C / EXH	Each	42		5 Weeks	8 Weeks	
12	CRANKCASE TO LINER GASKET	GM	40039389	C / EXH	Each	17		5 Weeks	8 Weeks	
13	CRANKSHAFT MAIN BEARING KIT UPPER	GM	8455862	ENG.	Each	2		5 Weeks	8 Weeks	
14	CYLINDER INSTALLATION KIT	GM	9327287	ENG.	Each	82		5 Weeks	8 Weeks	

15	E 1 SAFETY VALVE	GM	8310075	C / EXH	Each	7	Zambia Railways Limited, Main Stores, Kabwe, Zambia	5 Weeks	8 Weeks	
16	ELEMENT FILTER	GM	5228013	C / EXH	Each	18		5 Weeks	8 Weeks	
17	EXHAUST VALVES (VACUUM)	GM	40027926	C / EXH	Each	30		5 Weeks	8 Weeks	
18	FELT STRIP	GM	8250267	BOGIE	Each	484		5 Weeks	8 Weeks	
19	FEMALE GOVERNOR PLUG	GM	8453146	ELECTRICAL	Each	7		5 Weeks	8 Weeks	
20	FUSE 200 AMP	GM	8439959	ELECTRICAL	Each	28		5 Weeks	8 Weeks	
21	GAUGE - LUBE OIL PRESSURE	GM	8231594	ENG.	Each	5		5 Weeks	8 Weeks	
22	GAUGE AIR PRESSURE 0 - 200 PSI	GM	8231593	A/BRAKE	Each	7		5 Weeks	8 Weeks	
23	GAUGE ASSEMBLY	GM	8365600	ENG.	Each	5		5 Weeks	8 Weeks	
24	GAUGE ASSEMBLY	GM	9323489	ENG.	Each	5		5 Weeks	8 Weeks	
25	GAUGE ASSEMBLY	GM	8383728	ENG.	Each	5		5 Weeks	8 Weeks	
26	GAUGE ASSEMBLY	GM	9334979	ENG.	Each	5		5 Weeks	8 Weeks	
27	GEARCASE LOWER	GM	9557135	BOGIE	Each	42		5 Weeks	8 Weeks	
28	GEARCASE UPPER	GM	9557134	BOGIE	Each	33		5 Weeks	8 Weeks	
29	GM SOLENOID COIL	GM	8113756	GOV	Each	15		5 Weeks	8 Weeks	
30	GM SWITCH LUBE OIL	GM	8113755	GOV	Each	5		5 Weeks	8 Weeks	
31	H P CYLINDER HEAD	GM	9091775	C / EXH	Each	5		5 Weeks	8 Weeks	
32	HEAD LIGHT	GM	8156001	ELECTRICAL	Each	28		5 Weeks	8 Weeks	
33	HEAD TO LINER GASKET	GM	9572087	C / EXH	Each	7		5 Weeks	8 Weeks	
34	HP CYLINDERS	GM	8315609	C / EXH	Each	5		5 Weeks	8 Weeks	
35	INLET VALVES (VACUUM)	GM	40027925	C / EXH	Each	30		5 Weeks	8 Weeks	
36	KIT REPAIRS	GM	40029184	A/BRAKE	Each	1		5 Weeks	8 Weeks	
37	KIT REPAIRS	GM	40029183	A/BRAKE	Each	5		5 Weeks	8 Weeks	
38	KIT REPAIRS	GM	8351410	A/BRAKE	Each	4		5 Weeks	8 Weeks	
39	KIT REPAIRS	GM	9314249	A/BRAKE	Each	7		5 Weeks	8 Weeks	
40	KIT REPAIRS	GM	40029184	A/BRAKE	Each	1		5 Weeks	8 Weeks	
41	KNUCKLE	GM	6968660	ENG.	Each	6		5 Weeks	8 Weeks	

42	OIL PUMP	GM	9311027	C / EXH	Each	4	Zambia Railways Limited, Main Stores, Kabwe, Zambia	5 Weeks	8 Weeks	
43	OIL SEAL	GM	8083554	C / EXH	Each	7		5 Weeks	8 Weeks	
44	OVERSPEED TRIP HOUSING GASKET KIT	GM	9580770	ENG.	Each	7		5 Weeks	8 Weeks	
45	PINION 16 TEETH	GM	40026427	ELECTRICAL	Each	10		5 Weeks	8 Weeks	
46	PISTON ASSEMBLY VACUUM	GM	8430941	C / EXH	Each	18		5 Weeks	8 Weeks	
47	RADAR	GM	40034353	ELECTRICAL	Each	4		5 Weeks	8 Weeks	
48	REPAIR KIT	GM	8380224	TURBO	Each	7		5 Weeks	8 Weeks	
49	REPAIR KIT	GM	9571896	GOV	Each	14		5 Weeks	8 Weeks	
50	RESISTOR HEADLIGHT (RE10)	GM	6958079	ELECTRICAL	Each	10		5 Weeks	8 Weeks	
51	RING HALF CENTER	GM	9329630	BOGIE	Each	28		5 Weeks	8 Weeks	
52	COPPER GASKET	GM	8083592	C/EXH	Each	50		5 Weeks	8 Weeks	
53	RESISTOR (RE33)	GM	9322503	ELECTRICAL	Each	7		5 Weeks	8 Weeks	
54	RPM MAGNETIC PICK UP	GM	EC3040AC	ELECTRICAL	Each	7		5 Weeks	8 Weeks	
55	SA26 BUSHING AND DISCHARGE	GM	559549	A/BRAKE	Each	7		5 Weeks	8 Weeks	
56	SAND STRAP	GM	8269587	BOGIE	Each	30		5 Weeks	8 Weeks	
57	SEAL AXLE DUST GUARD	GM	8407507	BOGIE	Each	42		5 Weeks	8 Weeks	
58	SEAL INNER RING	GM	9560006	BOGIE	Each	42		5 Weeks	8 Weeks	
59	SEAL OIL	GM	8061742	GOV	Each	37		5 Weeks	8 Weeks	
60	SEAL OIL	GM	8211818	GOV	Each	37		5 Weeks	8 Weeks	
61	SEAL OUTER RING – PLASTIC	GM	9560005	BOGIE	Each	42		5 Weeks	8 Weeks	
62	SHOCK ABSORBER	GM	4993721	BOGIE	Each	15		5 Weeks	8 Weeks	
63	SPRING ASS. DOUBLE COIL SPRING	GM	8452790	BOGIE	Each	48		5 Weeks	8 Weeks	
64	ST CONTACTOR	GM	9325207	ELECTRICAL	Each	2		5 Weeks	8 Weeks	
65	SUPPORT BEARING	GM	9557784	BOGIE	Each	60		5 Weeks	8 Weeks	
66	SWITCH CCS	GM	40036351	ELECTRICAL	Each	7		5 Weeks	8 Weeks	
67	TEMPERATURE PROBE	GM	40021658	ELECTRICAL	Each	14		5 Weeks	8 Weeks	
68	TURBO - CHARGER CHANGE OUT KIT	GM	8380244	ENG.	Each	7		5 Weeks	8 Weeks	

69	VACUUM CYLINDER COM. RINGS	GM	8297166	C / EXH	Each	7	Zambia Railways Limited, Main Stores, Kabwe, Zambia	5 Weeks	8 Weeks	
70	VACUUM CYLINDERS	GM	8497574	C / EXH	Each	10		5 Weeks	8 Weeks	
71	VALVE – CHECK	GM	5226950	INJ	Each	21		5 Weeks	8 Weeks	
72	FILTER ASSEMBLY	GM	8457272	C/ EXH	Each	5		5 Weeks	8 Weeks	
73	VALVE.ASSY. AUTOMATIC DRAIN	GM	8451213	A/BRAKE	Each	14		5 Weeks	8 Weeks	
74	VIGILANCE CONTROL PANEL	GM	10585655	ELECTRICAL	Each	6		5 Weeks	8 Weeks	
75	VR MODULE	GM	9528276	ELECTRICAL	Each	6		5 Weeks	8 Weeks	
76	WHEEL 40" DIA (REBUILD)	GM	10596190	BOGIE	Each	72		5 Weeks	8 Weeks	
77	CABLE ASSEMBLY	GM	8355704	ELECTRICAL	Each	30		5 Weeks	8 Weeks	
78	CABLE ASSEMBLY	GM	9566769	ELECTRICAL	Each	30		5 Weeks	8 Weeks	
79	CABLE ASSEMBLY	GM	9566770	ELECTRICAL	Each	30		5 Weeks	8 Weeks	
80	CABLE ASSEMBLY	GM	9566777	ELECTRICAL	Each	30		5 Weeks	8 Weeks	
81	CABLE ASSEMBLY	GM	40028115	ELECTRICAL	Each	30		5 Weeks	8 Weeks	
82	CABLE ASSEMBLY	GM	40017962	ELECTRICAL	Each	30		5 Weeks	8 Weeks	
83	GROMMET CABLE LEAD	GM	40017960	ELECTRICAL	Each	96		5 Weeks	8 Weeks	
84	GLASS TAPE	GM	41A23917 6P14	ELECTRICAL	Each	20		5 Weeks		
85	MYLAR TAPE	GM	41A23917 6P99	ELECTRICAL	Metre	42		5 Weeks		
86	STOVING VANISH	GM		ELECTRICAL	Litre	40		5 Weeks		
87	GYPTO PAINT	GM		ELECTRICAL	Litre	40		5 Weeks		
88	MICA TAPE	GM		ELECTRICAL	Metre	24		5 Weeks		
89	TERMINAL LUG	GM	8868241A AP14	ELECTRICAL	Each	50		5 Weeks		
90	GROMMET CABLE LEAD	GM	481A539P 10	ELECTRICAL	Each	48		5 Weeks		
91	FLEXIBLE CONNECTOR	GM	41A23568 8G1	ELECTRICAL	Each	48		5 Weeks		
92	MAGNETIC COMPRESSOR CONTROL	GM	8461941	ELECTRICAL	Each	7		5 Weeks		
93	COMPUTER ARCHIVE	GM	10600863	ELECTRICAL	Each	7	5 Weeks			
94	COMPUTER DISPLAY	GM	9567773	ELECTRICAL	Each	6	5 Weeks			

95	OIL SCRAPPER RINGS VACCUM	GM	40039390	C/EXH	Each	56	Zambia Railways Limited, Main Stores, Kabwe, Zambia	5 Weeks		
96	INLET VALVE HP	GM	40000277	C/EXH	Each	5		5 Weeks		
97	CLUTCH ASSEMBLY	GM	9097557	TURBO	Each	4		5 Weeks		
98	RING SET	GM	93232961	P/PACK	Each	86		5 Weeks		
99	PISTON CARRIERS	GM	8442120	P/PACK	Each	32		5 Weeks		
100	26C AUTOMATIC BRAKE VALVE KIT	GM	559547	A/BRAKE	Each	7		5 Weeks		
101	N1 REGULATING VALVE	GM	10834	A/BRAKE	Each	14		5 Weeks		
103	SLEEVES	GM	8350968	ELECTRICAL	Each	168		5 Weeks		
104	LAMP DOUBLE CONTACT 30-75Volts	GM	8190621	ELECTRICAL	Each	42		5 Weeks		
105	LUGS	GM	40015767	ELECTRICAL	Each	126		5 Weeks		
106	PEDESTAL LINERS	GM	8455142	BOGIE	Each	168		5 Weeks		
107	PIN COUPLER SHANK	GM	8113993	BOGIE	Each	10		5 Weeks		
108	BRAKE CYLINDER DIAGHRAM	GM	PCA94800	BOGIE	Each	56		5 Weeks		
109	HAND HOLE COVER SEALS	GM	8291349	ENG.	Each	186		5 Weeks		
110	ELEMENT LUBE OIL FILTERS	GM	8345482	ENG.	Each	140		5 Weeks		
111	FILTER ENGINE AIR PAPER	GM	9093588	ENG.	Each	84		5 Weeks		
112	DRESSER SEAL 1"	GM	8479544	ENG.	Each	28		5 Weeks		
113	DRESSER SEAL 1 1/2"	GM	8479599	ENG.	Each	28		5 Weeks		
114	DRESSER SEAL 2"	GM	8479600	ENG.	Each	70		5 Weeks		
115	DRESSER SEAL 3"	GM	8479602	ENG.	Each	70		5 Weeks		
116	ALKALINE BATTERIES	GM	10592515	ELECTRICAL	Each	28		5 Weeks		
117	CYLINDER HEAD	GM	9556060	P/PACK	Each	32		5 Weeks		
118	PISTON	GM	9573312	P/PACK	Each	16	5 Weeks			
119	WASHER (COPPER)	GM	116104	ENG.	Each	84	5 Weeks			
120	WASHER (STEEL)	GM	103342	ENG.	Each	84	5 Weeks			
121	POWER SUPPLY HYBRID	GM	9567774	ELECTRICAL	Each	1	5 Weeks			
122	LUBE OIL COOLER CORE	GM	9514842	ENG.	Each	2	5 Weeks			

123	GASKET	GM	9570678	ENG.	Each	2		5 Weeks		
124	GASKET	GM	9570890	ENG.	Each	4		5 Weeks		
125	GASKET	GM	9570894	ENG.	Each	4		5 Weeks		
126	GASKET	GM	9570895	ENG.	Each	2		5 Weeks		
127	GASKET	GM	8250627	ENG.	Each	2		5 Weeks		
128	GASKET	GM	9570894	ENG.	Each	2		5 Weeks		

LOT 2: LOCOMOTIVE GE SPARE PARTS

Line Item N°	Description of Goods	Category	Part No.	Sub Assembly	Physical unit	Quantity	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
								Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	ABSORBER SHOCK	GE	4993721	BOGIE	Each	11				
2	AIR DUCT	GE	343B109G3	ELECTRICAL	Each	4				
3	AIR DUCT LONG	GE	41B500680P1	ELECTRICAL	Each	4				
4	BALL BEARINGS	GE	549826	C / EXH	Each	4				
5	BN CARD	GE	17FC114F1	ELECTRICAL	Each	3				
6	BREAKER CCT 100 AMP	GE	41A203032P2	ELECTRICAL	Each	2				
7	BREAKER CCT 15 AMP	GE	41B544907P1	ELECTRICAL	Each	2				
8	BREAKER CCT 25 AMP	GE	41B544907P2	ELECTRICAL	Each	2				
9	BREAKER CCT 35 AMP	GE	41B544907P4	ELECTRICAL	Each	2				
10	CENTRE PIN WEAR PLATE	GE	339B768P3	ENG.	Each	4				
11	COMP / EXH. GASKET	GE	514650	ENG.	Each	2				
12	COMP. MAGNET VALVE	GE	17MV36B2	ELECTRICAL	Each	2				

13	DERATOR LINK	GE	132X1273	GOV	Each	2				
14	DIAPHR SMALL VA - 1B	GE	546353	A/BRAKE	Each	6				
15	DIAPHRAM 28VB	GE	563784	A/BRAKE	Each	6				
16	VA1B CONTROL VALVE REPAIR KIT	GE	591551	A/BRAKE	Each	12				
17	DISCHARGE VALVES	GE	578773	C / EXH	Each	14				
18	FELT SEALS	GE	8855703P14	BOGIE	Each	196				
19	FELT SEALS	GE	9961547G2	BOGIE	Each	350				
20	FUEL VALVE	GE	140X1267 - 3	ENG.	Each	4				
21	G2 SUPPORT BEARINGS	GE	41C6300965G2	BOGIE	Each	12				
22	G3 SUPPORT BEARINGS	GE	41C630965G3	BOGIE	Each	12				
23	GE SOLENOID COIL	GE	135X1062	GOV	Each	10				
24	GE SWITCH LUBE OIL	GE	11-8113755	GOV	Each	2				
25	GOVERNOR PLUG	GE	2131292	ELECTRICAL	Each	2				
26	H.P HEAD GASKETS	GE	518296	C / EXH	Each	2				
27	HEAD LIGHTS	GE	200PAR	ELECTRICAL	Each	8				
28	INLET VALVES	GE	514645	C / EXH	Each	14				
29	J / BOX WEAR PLATE	GE	41A205203P1	BOGIE	Each	12				
30	J / BOX WEAR PLATE (BIG)	GE	41A211671P10	BOGIE	Each	38				
31	KNUCKLE (COUPLER)	GE	958X64	ENG.	Each	2				
32	L.P HEAD GASKETS	GE	514651	C / EXH	Each	10				
33	LINER CRANK CASE GASKET	GE	514627	C / EXH	Each	10				
34	MATING RINGS	GE	566272	C / EXH	Each	8				
35	OIL PUMP	GE	585870	C / EXH	Each	1				
36	PISTON L.P	GE	550853	C / EXH	Each	10				
37	PUMP CHAINS	GE	552645	C / EXH	Each	2				
38	RADIATOR PRESSURE CAP 7 PSI	GE	9323490	ENG.	Each	6				

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39	REPAIR KIT	GE	8924 – 238	GOV	Each	6				
40	RING KIT	GE	150X1221-1	ENG.	Each	24				
41	RUBBER DOOM	GE	41A212792P1	ENG.	Each	5				
42	SA-26 VALVE REPAIR KIT	GE	559549	A/BRAKE	Each	6				
43	INJECTOR NOZZLE KIT	GE	150X1095	INJ	Each	24				
44	TURBINE END SEAL	GE	126X1139	TURBO	Each	2				
45	TURBO-CHARGER KIT	GE	150X1047-1	ENG.	Each	2				
46	VALVE A9 REPAIR KIT	GE	562251	A/BRAKE	Each	6				
47	VALVE COPPER WASHRES	GE	514644	C / EXH	Each	28				
48	WATER PUMP INSTALLATION KIT	GE	41A215495P21	ENG.	Each	4				
49	BANDING KIT(MAIN GEN)	GE	41B531478G12	ELECTRICAL	Each	6				
50	BANDING KIT(T/ MOTORS)	GE	41B531478G2	ELECTRICAL	Each	19				
51	A10 BRUSH HOLDERS	GE	8843525G1	ELECTRICAL	Each	32				
52	DRESSER SEAL 1"ID	GE	499A912ADP2	ENG.	Each	10				
53	RUBBER COUPLINGS	GE	41A210386P1	ENG.	Each	32				
54	GASKET RETAINER	GE	115X1931-1	ENG.	Each	2				
55	SEAL OIL	GE	115X1930-1	ENG.	Each	8				
56	CRANKSHAFT	GE	556608	C/EXH	Each	4				
57	BUFFER PISTON	GE	136X1058	GOV	Each	2				
58	TRIAGULAR PLATE	GE	136X1708	GOV	Each	2				
59	JERK PUMP OIL RING	GE	115X2173	INJ	Each	4				
60	JERK PUMP OIL RING	GE	115X2249	INJ	Each	4				
61	NOZZLE WITH VALVE AND TIP	GE	123X1034	INJ	Each	20				
62	PEDESTAL LINERS	GE	41A201604P2	BOGIE	Each	48				
63	DUST GUARDS	GE	41B535723G1	BOGIE	Each	12				

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64	DIAPHRAM	GE	506957	BOGIE	Each	32				
65	ELEMENT FUEL FILTER GE 132X1250	GE	132 x 1250		Each	140				
66	LUBE OIL FILTER	GE	2x4222		Each	750				
67	BRAZING STRIP	GE	41A231281P33		Each	3870				

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable

3. Technical Specifications

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

You may quote for any combination of lots as the award criteria will be on a lot by lot basis. You must quote for the full quantity of the lot.

4. Drawings

These Bidding Documents includes *[insert “the following” or “no”]* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

Definitions

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

- .
- (a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- (h) “Government” means the Government of the Republic of Zambia or any other Government agency duly mandated to carry out specialized functions of Government.
- (i) “Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
- (j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (k) “SCC” means the Special Conditions of Contract.
- (l) “Subcontractor” means any natural person, private or

government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (m) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- (n) “The Project Site,” where applicable, means the place named in the SCC.

Contract Documents

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

Fraud and Corruption

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

- (a) For the purposes of this Sub-Clause:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁶;

⁶ “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.

- (iii) “collusive practice” is an arrangement between two or more parties⁷ 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 party⁸;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Government].

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

Interpretation

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

4.2 Incoterms

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

⁷ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁸ “Party” refers to a participant in the procurement process or contract execution.

the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

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

4.6 Severability

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

Language

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

passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- Joint Venture,
Consortium or
Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.
- Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Zambia, unless otherwise specified in the **SCC**.
- Settlement of
Disputes**
- 10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to

resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

**Inspections and
Audit by
Government**

11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Government and/or persons appointed by the Government to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Government if requested by the Government. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to Zambia Public Procurement Authority's prevailing sanctions procedures).

Scope of Supply

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

**Delivery and
Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**Supplier's
Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC

Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

- Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- Taxes and Duties** 17.1 For goods manufactured outside Zambia, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Zambia.
- 17.2 For goods Manufactured within Zambia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Zambia, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- Performance** 18.1 If required as specified in the **SCC**, the Supplier shall, within

Security

twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the **SCC**, or in another format acceptable to the Procuring Entity.
- 18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

Copyright

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

Confidential Information

- 20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use

such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Procuring Entity or Supplier need to share with Government or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

Subcontracting

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

Specifications and Standards

- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other

document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

Packing and Documents

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

Insurance

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

Transportation

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Zambia as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if

conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the

Supplier from any warranties or other obligations under the Contract.

**Liquidated
Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Entity

may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

Patent Indemnity

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

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

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

for all reasonable expenses incurred in so doing.

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

Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and
 - (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement

Change in Laws and Regulations

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

applicable, in accordance with GCC Clause 15.

Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Change Orders and
Contract
Amendments**

- 33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Procuring Entity’s

change order.

- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

Termination

- 35.1 Termination for Default
- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the

Contract.

- (b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

Assignment

- 36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except

with prior written consent of the other party.

- Export Restriction** 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to the Republic of Zambia, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

Section VIII. Special Conditions of Contract

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

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

GCC 1.1(i)	The Procuring Entity is: <i>[Insert complete legal name of the Procuring Entity]</i>
GCC 1.1 (n)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>[insert date of current edition]</i>
GCC 5.1	The language shall be: English
GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: <i>[insert full name of person, if applicable]</i> Physical Address: <i>[insert physical address and number]</i> Floor/Room number: <i>[insert floor and room number, if applicable]</i> Location/City: <i>[insert name of location and city or town]</i> Country: <i>[insert name of country]</i> Telephone: <i>[include telephone number, including country and city codes]</i> Facsimile number: <i>[insert facsimile number, including country and city codes]</i> Electronic mail address: <i>[insert e-mail address, if applicable]</i>
GCC 9.1	The governing law shall be the laws of: The Republic of Zambia

<p>GCC 10.2</p>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>[The bidding documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Zambian Supplier. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the bidding document.</i></p> <p><i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a Zambian Supplier.”]</i></p> <p>(a) Contract with foreign Supplier:</p> <p><i>[For contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Procuring Entity may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><i>If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><i>If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p>
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	<p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><i>If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p>(b) <i>Contracts with Zambian Supplier:</i></p> <p>In the case of a dispute between the Procuring Entity and a Zambian Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Republic of Zambia.</p>
<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc]</i>.</p> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed <i>[insert “shall” or “shall not,” as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to these SCC for a sample Price Adjustment Formula]</i></p>
<p>GCC 16.1</p>	<p><i>Sample provision</i></p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p>

Payment of foreign currency portion shall be made in (_____)

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.

Payment of local currency portion shall be made in _____
[*currency*] within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.

Payment for Goods and Services supplied from within Zambia:

Payment for Goods and Services supplied from within Zambia shall be made in **Zambian Kwacha**, as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.

GCC 16.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
GCC 18.1	<p>A Performance Security <i>[insert “shall” or “shall not” be required]</i></p> <p><i>[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]</i></p> <p><i>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity’s perceived risk and impact of non performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of : <i>[insert “a Bank Guarantee” or “a Performance Bond”]</i></p> <p>If required, the Performance security shall be denominated in <i>[insert “a freely convertible currency acceptable to the Procuring Entity” or “ the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]</i></p>
GCC 18.4	<p>Discharge of the Performance Security shall take place: <i>[insert date if different from the one indicated in sub clause GCC 18.4]</i></p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i></p>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows:</p> <p><i>[insert specific insurance provisions agreed upon, including coverage, currency an amount]</i></p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Zambia, defined as the Project Site, transport to such place of destination in Zambia, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]</i></p>

GCC 26.1	The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i>
GCC 27.1	The liquidated damage shall be: <i>[insert number]%</i> per week
GCC 27.1	The maximum amount of liquidated damages shall be: <i>[insert number]%</i>
GCC 28.3	The period of validity of the Warranty shall be: <i>[insert number]</i> days For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i>
GCC 28.5	The period for repair or replacement shall be: <i>[insert number(s)]</i> days.

Attachment: Price Adjustment Formula

If in accordance with GCC 15.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
 P_0 = Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Procuring Entity are as follows:

- $a = [insert\ value\ of\ coefficient]$
 $b = [insert\ value\ of\ coefficient]$
 $c = [insert\ value\ of\ coefficient]$

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = $[insert\ number\ of\ weeks]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The

- Procuring Entity will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
 - (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section IX. Contract Forms

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1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of] Zambia*, *[or corporation incorporated under the laws of]* the Republic of Zambia and having its principal place of business at *[insert address of Procuring Entity]* (hereinafter called “the Procuring Entity”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Procuring Entity’s Notification of Award
 - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*

[insert full name]

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

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

For and on behalf of the Supplier

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

[insert full name]

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

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

2. Performance Security

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

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

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

Beneficiary: *[insert complete name of Procuring Entity]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)⁹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,¹⁰ and any demand for payment under it must be received by us at this office on or before that date.

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

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

⁹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

¹⁰ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

3. Bank Guarantee for Advance Payment

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

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

[bank's letterhead]

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)¹¹ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date¹²]*.

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

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

¹¹ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

¹² Insert the Delivery date stipulated in the Contract Delivery Schedule. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

Invitation for Bids (IFB)

The Republic of Zambia

[insert: *name of Project/Programme*]

[insert: *IFB Title*]

[insert: *IFB Number*]

2. The [insert name of Procuring Entity] has received financing from the [insert source of funds] toward the cost of [insert name of Project/Programme], and it intends to apply part of the proceeds of this financing to payments under the Contract for [insert name/no. of Contract].²
3. The [insert name of Procuring Entity] now invites sealed bids from eligible and qualified bidders for [insert brief description of the Goods to be procured].^{3,4}
4. Bidding will be conducted through the Open International Bidding (OIB) procedures specified in the Public Procurement Act of 2008 and the Public Procurement Regulations of 2011., and is open to all bidders from Eligible Source Countries as defined in the Bidding Documents.⁵
5. Interested eligible bidders may obtain further information from [insert name of Procuring Entity; insert name and e-mail of officer in charge] and inspect the Bidding Documents at the address given below [state address at end of this IFB] from [insert office hours].⁶
6. Qualifications requirements include: [insert a list of technical, financial, legal and other requirements]. A margin of preference for certain goods manufactured domestically [insert “shall” or “shall not”, as appropriate] be applied. Additional details are provided in the Bidding Documents.
7. A complete set of Bidding Documents in **English** may be purchased by interested bidders on the submission of a written Application to the address below [state address at the end of this IFB] and upon payment of a non refundable fee⁷ [insert amount in local currency] or in [insert amount in specified convertible currency]. The method of payment will be [insert method of payment].⁸ The Bidding Documents will be sent by [insert delivery procedure].⁹
8. Bids must be delivered to the address below [state address at the end of this IFB] at or before [insert time and date]. Electronic bidding will [will not] be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders’ representatives who choose to attend in person or on-line at the address below [state address at end of this IFB] at [insert time and date]. All bids must be accompanied by a [insert “Bid Security” or “Bid-Securing Declaration,” as appropriate] of [insert amount in local currency or minimum percentage of bid price in case of a Bid Security] or an equivalent amount in a freely convertible currency.¹⁰

9. The address(es) referred to above is(are): *[insert detailed address(es) including Name of the Implementing Agency, Office designation (room number), name of Officer, Street address, City (code), Country; insert electronic address if electronic bidding is permitted]*.

1. *Day, month, year; for example, 31 January 1996.*
2. *[Insert if applicable: “This contract will be jointly financed by [insert name of co-financing agency]. Bidding will be governed by the Government’s eligibility rules and procedures.”]*
3. *A brief description of the type(s) of Goods or Works should be provided, including quantities, location of Project, and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. Bidding Documents may require bidders to have specific experience or capabilities; such requirements should also be included in this paragraph.*
4. *[Insert: “the delivery/construction period is [insert no. of days/months/years or dates”].*
5. *Occasionally, contracts may be financed out of special funds that would further restrict eligibility to a particular group of member countries. When this is the case, it should be mentioned in this paragraph. Also indicate any margin of preference that may be granted as specified in the Financing Agreement, if applicable and set forth in the Bidding Documents.*
6. *For example, 09.00AM to 5.00 PM.*
7. *The fee, should defray the printing and mailing/shipping costs); it should not deter competition.*
8. *For example, cashier’s check, direct deposit to specified account number.*
9. *The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery, or by electronic means if electronic bidding is permitted. If urgency or security dictates, courier services may be required for overseas delivery.*
10. *The amount of Bid Security should be stated as a fixed amount or as a minimum percentage of the Bid Price. Alternatively, if a Bid Security or a Bid-Securing Declaration is not required (sometimes the case in supply contracts), the paragraph should so state.*
11. *The office for Bid Opening may not necessarily be the same as that for inspection or issuance of documents or for Bid Submission. If they differ, each address must appear at the end of paragraph 7 and be numbered; as, for example, (1), (2), (3). The text in the paragraph would then refer to address (1), (2), etc. Only one office and its address may be specified for submission of bids, and this location should be as close as possible to the place where bids will be opened to shorten the time between Bid Submission and Bid Opening.*