

TENDER NUMBER ERP 001/2017

REQUEST FOR PROPOSAL

FOR

**FABRICATION AND REPLACEMENT OF INCLINED BRAKING TRUSSES AND
CONNECTION TO MAIN BRIDGE STRUCTURE**

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
NRZ Headquarters
Office 1203, 12th floor
Corner 9th Avenue/Fife Street,
P.O Box 596, Bulawayo,
Zimbabwe.**

OR

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
Shitima House
Kafue River Avenue
P O Box 80935
Kabwe
Zambia**

CONTENTS

	Page
SECTION 1: LETTER OF INVITATION	5
SECTION 2: INFORMATION TO CONTRACTORS	7
A. General	7
1. Scope of Tender	7
2. Submission of Proposals	7
3. Selection of Successful Tenderer	8
4. Assistance from the client	8
5. Requirements from the client	8
6. Eligible Contractors	8
B. Request for Proposal (RFP) Documents	9
7. Contents of RFP Documents	9
8. Clarification of RFP Documents	9
C. Preparation of Proposals	10
9. Language	10
10. Documents Comprising the Proposals	10
11. Technical Proposal	10
12. Financial Proposal	12
13. Validity Period for the Proposals	13
14. Format and Signing of the Proposals	13
D. Submission of Proposals	13
15. Sealing and Marking of Proposals	13
16. Deadline for Submission of Proposals	14
17. Late Proposals	14
18. Modification and Withdrawals of Proposals	14
E. Opening and Evaluation Proposals	14
19. Opening of Technical Proposals	14
20. Opening of Financial Proposals	15
21. Process to be Confidential	15
22. Clarification of Proposals	15
23. Examination of Proposals and Determination of Responsiveness	16
24. Correction of Errors	16
25. Currency for Proposal Evaluation	17
26. Evaluation and Comparison of Proposals	17
27. Evaluation of Technical Proposals	17
28. Evaluation of Financial Proposals	17
F. Negotiations	18
29. General	18
30. Financial Negotiations	18
G. Award of Contract	21
31. Award Criteria	21
H. Data Sheet	21

	Page
SECTION 3: GENERAL CONDITIONS OF CONTRACT	25
1. General Provisions	25
1.1. Definitions	25
1.2. Law Governing the Contract	26
1.3. Language	26
1.4. Notices	26
1.5. Location	26
1.6. Authorized Representative	26
1.7. Taxes and Duties	26
2. Commencement and Termination of Contract	26
2.1. Effectiveness of Contract	26
2.2. Commencement of Services	26
2.3. Expiration of Contract	27
2.4. Modification	27
2.5. Force Majeure	27
2.6. Termination	28
3. Obligations of the Contractors	29
3.1. General	29
3.2. Conflict of interest	29
3.3. Confidentiality	30
3.4. Insurance to be taken out by the Contractors	30
3.5. Contractors' Actions Requiring Client's Prior Approval	30
3.6. Reporting Obligation	30
3.7. Documents Prepared by the Contractors to be the Property of the Client	30
4. Contractors Personnel	30
4.1. Description of Personnel	30
4.2. Removal And/Or Replacement of Personnel	31
5. Obligations of the Client	31
5.1. Assistance and Exceptions	31
5.2. Change in the Applicable Law	31
6. Payments to the Contractors	31
6.1. Lump Sum Remuneration	31
6.2. Contract Price	32
6.3. Payment for Additional Services	32
6.4. Terms and Conditions of Payments	32
6.5. Interest on delayed Payments	32
7. Settlement of Disputes	32
7.1. Amicable Settlement	32
7.2. Dispute Settlement	32

	Page
SECTION 4: SPECIAL CONDITIONS OF CONTRACT	33
SECTION 5: TECHNICAL PROPOSALS – STANDARD FORMS	35
S 5A Technical Proposal Submission Form	36
S 5B Key Firm’s Reference	37
S 5C Comments and suggestions of Contractors	38
S 5D Description of the Methodology and Work Plan	39
S 5E Team Composition and Task Assignments	40
S 5F Format of Curriculum Vitae (CV) for Proposed Professional Staff	41
S 5G Time Schedule for Professional Personnel	43
S 5H Activity (Work) Schedule	44
SECTION 6: FINANCIAL PROPOSAL – STANDARD FORMS	45
S 6A Financial Proposal Submission Form	46
S 6B Summary of Costs	47
S 6C Breakdown of Price Activity	48
S 6D Breakdown of remuneration per Activity/Professional Personnel	49
S 6E Reimbursable per activity	50
S 6F Miscellaneous Expenses	51
SECTION 7: TERMS OF REFERENCE	52
SECTION 8: APPENDICIES	54
APPENDIX A: Description of Services	55
APPENDIX B: Reporting Requirements	56
APPENDIX C: Key Personnel and Sub Contractors	57

SECTION 1: LETTER OF INVITATION

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
NRZ Headquarters
Office 1203, 12th floor
Corner 9th Avenue/Fife Street,
P.O Box 596, Bulawayo,
Zimbabwe.**

OR

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
Shitima House
Kafue River Avenue
P O Box 80935
Kabwe
Zambia**

Dear Sir/Madam

1. Tenders are invited for the fabrication and replacement of braking trusses on either end of the Victoria Falls Bridge as detailed in Data Sheet which form part of this tender document.
2. Tender documents can be obtained from the Office of the Joint Company Secretary, Office 1203, 12th Floor National Railways of Zimbabwe Head Quarters, 9th Avenue/Five Street, Bulawayo, Zimbabwe, Or Office of the Joint Company Secretary, Corporate Office, Shitima House, Kafue River Avenue, Kabwe, Zambia from 24 October 2017.
3. A compulsory site visit shall be conducted at Victoria Falls Bridge on Tuesday, 6 November 2017 starting at 09:00hrs.
4. Tender submissions will close on Thursday 5 December 2017 at 16:00hrs. Tenders will be submitted to the Office of the Joint Company Secretary, Office 1203, 12th Floor National Railways of Zimbabwe Head Office, 9th Avenue/Five Street, Bulawayo, Zimbabwe, OR Office of the Joint Company Secretary, Corporate Office, Shitima House, Kafue River Avenue, Kabwe, Zambia .
5. Tenders which are not received by 16:00 hours on the closing date will be treated as late tenders and disregarded.
6. Tenders will be opened at 09:00 hrs on Thursday 7 December 2017 in the Centenary Room at Victoria Falls Hotel in the presence of bidders who choose to attend.
7. Application for and securing of any authority as may be required for bidders to conduct the work shall be the bidder's responsibility although the ERP may, where requisite and within its powers, assist.
8. This RFP includes the following documents:-

Section 1: Letter of invitation.

Section 2: Information to Contractors

Section 3: General Conditions of Contract

- Section 4: Special Conditions of Contract
- Section 5: Technical Proposal – Standard Forms
- Section 6: Financial Proposals – Standard Forms
- Section 7: Terms of Reference
- Section 8: Appendices

Yours sincerely

THE JOINT SECRETARY

SECTION 2: INFORMATION TO CONTRACTORS

A. General

1. Scope of Tender

- 1.1. The client invites tenders for the fabrication and replacement of braking trusses on either end of the Victoria Falls Bridge. The name of the Tender is “**ERP 001/2017 - THE FABRICATION AND REPLACEMENT OF BRAKING TRUSSES ON EITHER END OF THE VICTORIA FALLS BRIDGE AND CONNECTION TO THE MAIN BRIDGE STRUCTURE** ” as provided for in the data sheet (Appendix H)
- 1.2. The assignment shall be implemented in accordance with the details indicated in the Data Sheet.

2. Submission of Proposal

- 2.1. The contractors are invited to submit both Technical and Financial Proposals, as specified in the Data Sheet, for the required Contracting Services for the proposed assignment as stated in the Data Sheet. The proposal shall be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.2. The contractor must familiarize themselves with local conditions and take them into account in preparing their Proposal. To obtain first hand information on the assignment and the local conditions, Contractors were encouraged to attend the site visit. Attending the site visit is compulsory. The Contractors’ representatives should contact the official named in the Data Sheet to arrange for the site visit. The contractor should ensure that these officials are advised of their itinerary in good time to allow them to make appropriate arrangements.
- 2.3. The Contractor shall furnish information as described in the Financial Proposal submission forms Section VI on commissions and gratuities, if any, paid or to be paid to agents relating to this Proposal, and to execute the work if the firm is awarded the Contract.

3. Selection of Successful Tenderer

- 3.1. The Client, as named in the Data Sheet, shall select a firm, in accordance with the method of selection specified in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet.

4. Assistance from the Client

- 4.1. The Client shall provide the inputs specified in the Data Sheet and make available relevant background project data reports.
- 4.2. Please note that the costs of preparing the Proposal and of negotiating the Contract, including site visit, are not reimbursable as a direct cost of the assignment; and the Client is not bound to accept any of the proposals submitted.

5. Requirements from the client

- 5.1. The client requires that the Contractor be professional, objective, and impartial and at all times hold the client's interest paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests. Contractors shall not be hired for any assignments that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.2. It is the requirement that the client, as well as contractors engaged by the client, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the client:
- (a) Defines, for the process of this provision, the terms set forth as follows:-
 - (i) **“Corrupt Practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution; and
 - (ii) **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a selection process or contract execution to detriment of the client, and includes collusive practice among Contractors (prior to or after submission of Proposal) designed to establish prices at artificial, non competitive levels and to deprive the client of the benefit of free and open competition.
 - (b) The client shall reject a Proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the Contract in question.

6. Eligible Contractors

- 6.1. Without limitation on the generality of this rule, Contractors shall not be hired under the following circumstances:-
- a) A firm, which has been engaged by the Client to provide Goods or Works for a Project, and any of their affiliates, shall be disqualified from providing Contracting Services for the same Project. Conversely, firms hired to provide services for the preparation or implementation of a Project, and any of their affiliates, shall be disqualified from subsequently providing Goods and Works or Services related to the initial assignment (other than a continuation of the Firm's earlier Contracting Services) for the same Project.
 - b) The contractors or any of their affiliates shall not be hired for any assignment, which, by its nature, may be in conflict with other assignments of the contractors.
- 6.2. The Contractors shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 6.3. The Contractors shall be aware of the provision on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

6.4. The Contractors shall also be aware of the Liability clauses.

B. Request for Proposal (RFP) Documents

7. Contents of RFP Documents

7.1. The set of the RFP documents comprises the following documents:-

- Section 1: Letter of Invitation
- Section 2: Information to Contractor
- Section 3: General Conditions of Contract
- Section 4: Special Conditions of Contract
- Section 5: Technical Proposal – Standard Forms
- Section 6: Financial Proposals – Standard Forms
- Section 7: Terms of Reference
- Section 8: Appendices

8. Clarification of RFP Documents

8.1. The Contractors may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail to the Client's address indicated in the Data Sheet.

The Client shall respond by electronic mail to such requests and shall send _____ copies of the response (including an explanation of the query but without identifying the source of the inquiry) to all the contractors who intend to submit proposals.

8.2. At any time before submission of proposal, the client may, for any reason, whether its own initiative or in response to a clarification requested by an invited Firm, amend the RFP. Any amendments shall be issued in writing through issuing an addendum. The addenda shall be sent by electronic mail to all the Contractors, who shall acknowledge receipt. The addendum shall be binding on them.

8.3. To give the prospective tenderers reasonable time in which to consider an addendum in preparing proposals, the Client may extend, as necessary, the deadline for the submission of the Proposals.

C. Preparation of Proposals

9. Language

9.1. All documents relating to the RFP shall be in the English language.

10. Documents Comprising the Proposal

10.1. The proposals submitted by the Tenderer shall comprise the following:-

- (i) The Technical Proposal
- (ii) The Financial Proposal

11. Technical Proposals

11.1. In preparing the Technical Proposal, Contractors are expected to examine the documents constituting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

11.2. While preparing the Technical Proposal, Contractors must give particular attention to the following:-

- (i) If a Firm does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Contractors and/or other Firms or entities in a joint venture or sub-contracting, as appropriate. International Contractors are encouraged to seek the participation of national Contractors. (Note: International Contractors are those firms not residing in Zambia or Zimbabwe and national Contractors are those residing in Zambia or Zimbabwe).
- (ii) The Firm's assignment shall be based on the estimated number of professional staff-months as given in the Data Sheet. The Proposal shall, however, be based on the number of professional staff-months estimated by the Firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Firm or have an extended and stable working relationship with it.
- (iv) The proposed professional staff must have the minimum experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the area under consideration.
- (v) Alternative professional staff shall not be considered for evaluation purposes.
- (vi) Reports to be issued by the Contractors as part of these assignments must be in language(s) specified in the Data Sheet.

11.3. The Technical Proposal shall provide the following information using the attached Standard Forms (Section V):

- (i) Technical Proposal Submission Form (sub section 5a)
- (ii) A brief description of the Firm's organisation and an outline of recent experience on assignments (sub section 5b) of a familiar nature. For each assignment, the outline should

indicate inter alia, the profiles of the staff proposed, and duration of the assignment, contract amount, and Firm's involvement.

- (iii) Any comments or suggestions on the Terms of Reference and on the data, a list of Services, and facilities to be provided by the Client (sub section 5c).
- (iv) A description of the methodology and work plan for performing the assignment (sub section 5d).
- (v) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (sub section 5e).
- (vi) Current CV's signed by the proposed professional staff and the authorized representative submitting the Proposal (sub section 5f). Key information should include number of years working for the Firm and degree of responsibility held in various assignments during the last four (4) years.
- (vii) Estimates of the total staff input (professional and support staff, staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (sub section 5g and 5h).
- (viii) A detailed description of the proposed methodology, staff and monitoring of training, if the Data Sheet specified training as a major component of the assignment.
- (ix) Any additional information requested in the data sheet.

11.4. The Technical Proposal shall not include any financial information. If it does, the Proposal shall be deemed non-responsive.

12. Financial Proposals

- 12.1. In preparing the Financial Proposal, Contractors are expected to take into account the requirements and conditions outlined in the RFP Documents. The financial proposal should follow Standard Forms (section 6). It shall list all costs associated with the assignment. These shall include the following:-
- (a) Detailed build up of cost of materials as indicated in the Bill of Materials.
 - (b) Remuneration for staff (foreign and local, in the field and the headquarters); and
 - (c) Reimbursable expenses such as subsistence (per diem), housing, transportation (international and local, for mobilization). Services and equipment (vehicle, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

- 12.2. The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties fees, levies and other charges imposed under the applicable law, on the Contractors, the sub contractors, and their personnel (other than nationals or permanent residents of Zimbabwe), unless the Data Sheet specifies otherwise.
- 12.3. The Contractors must not price their Services in any other currency except in the United States dollar (US\$).
- 12.4. Commission and gratuities, if any, paid by Contractors and related to the assignment shall be listed in the Financial Proposal Submission Form (sub section 6A)
- 12.5. Contractors tendering for this assignment may submit alternative offers. The offers shall comply with requirements of the RFP documents, including the basic technical designs if any. Alternatives shall be considered as governed by Sub Clause 12.6 below.
- 12.6. If so allowed in the Data Sheet, the Contractors wishing to offer technical and financial alternatives to the requirements of the RFP documents must also submit a Proposal that complies with the requirements of the RFP. Only alternatives for the successful Bidder shall be considered.

13. **Validity Period for the proposal**

- 13.1. Proposals shall remain valid for a period stated in the Data Sheet after the deadline for tender submission. During this period, the Contractors expected to keep available the professional staff proposed for the assignment. The Client shall make its best effort to award the tender within the validity period.
- 13.2. In exceptional circumstances, the Client may request that Contractors extend the period of validity for a specified additional period. The request for the tender responses extension shall be made in writing. *The Contractors agreeing to the request shall not be required or permitted to otherwise modify the Proposal.*

14. **Format and Signing of the Proposals**

- 14.1. For each Proposal, the Contractors shall prepare a number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked ‘**ORIGINAL**’ or ‘**COPY**’ as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 14.2. The original Proposal (Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Firm. Any such corrections must be initialed by the person or persons who sign (s) the Proposal.
- 14.3. The Proposal shall contain no alterations or additions, except those who comply with instructions issued by the Client, or as necessary, to correct errors made by the Consultant, in which case such corrections shall be initialed by the person or persons signing the Proposal.
- 14.4. An authorized representative of the Firm initials all pages of the Proposals. The representative’s authorization is confirmed by a written power of attorney accompanying the Proposal.

D. Submission of Proposals

15. **Sealing and Marking of Proposals**

- 15.1. The original and all copies of the Technical Proposals shall be placed in a sealed envelope clearly marked ‘**Technical Proposal**’. In addition, the original and all copies of the Financial Proposal shall be placed in a sealed envelope clearly marked ‘**Financial Proposal**’ and highlighted with the warning ‘**Do not Open with the Technical Proposal**’. Both envelopes shall be placed in an outer envelope and sealed.

This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked “**Do Not Open, except In The Presence Of the Evaluation Committee**”.

- 15.2. In addition to the identification required in Sub Clause 15.1, the inner envelopes shall indicate the name and address of the Contractor to enable the Proposal to be returned unopened in case it is declared late, pursuant to Clause 16.
- 15.3. If the outer envelope is not sealed and marked as above, the Client shall assume no responsibility for the misplacement or premature opening of the Proposal.

16. Deadline for Submission of Proposals

- 16.1 The completed Technical and Financial Proposals must be delivered at the submission address and not later than the time and date stated in the Data Sheet.
- 16.2 The client may extend the deadline for submission of the proposals by issuing an amendment in accordance with Clause 8.3.

17. Late Proposals

- 17.1 Any proposals received after the deadline prescribed in the Clause 16 shall be returned unopened to the Contractors.

18. Modification and Withdrawal of Proposals

- 18.1 Contractors may modify or withdraw their proposals by giving notice in writing before the deadline prescribed in Clause 16.
- 18.2 Each Contractor's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 15, with the outer and inner envelopes additionally marked 'Modification' or 'Withdrawal', as appropriate.
- 18.3 No proposal may be modified after the deadline for submission of Proposals.
- 18.4 Contractors may only offer discounts to, or otherwise modify the prices of their Proposals by submitting Proposal modifications in accordance with this Clause, or included in the original Proposal submission.

E. Opening and Evaluation of Proposals

19. Opening of Technical Proposals

- 19.1 The client shall open the Technical Proposal first, including modifications made pursuant to Clause 18, in the presence of the Contractors' representatives who choose to attend at the time and at the place specified in the Data Sheet.
- 19.2 The Financial Proposal shall remain sealed until the opening of the Financial Proposals as outlined in Clause 20.
- 19.3 Envelopes marked "Withdrawal" shall be opened and read out first. Proposals, for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

- 19.4. The responsiveness of each submission shall be established and announced. However detailed evaluation shall be conducted at a later stage, and in confidentiality, by the Client.
- 19.5. The Client shall prepare minutes of the Technical Proposal opening, including the information disclosed to those present in the accordance with Sub Clause 19.4

20. Opening of Financial Proposals

- 20.1. After the opening of Technical Proposal is completed, the Client shall notify those Contractors whose Proposal were considered to be not responsive to the RFP and Terms of Reference. The Financial Proposal for those Contractors who submitted non-responsive Technical Proposals shall return unopened after completing the selection process.
- 20.2. The Financial Proposals shall be opened publicly in the presence of the Contractors' representatives who choose to attend as per Clause 19.1.
- 20.4. The name of the Contractors, the scores, the proposed prices and such other details as the Client may consider appropriate, shall be announced by the Client at the opening of the Financial Proposals.
- 20.5. The Client shall prepare minutes for the Financial Proposal opening, including the information disclosed to those present in accordance with Sub Clause 20.4.

21. Process to be confidential

- 21.1. Information relating to the examination, clarification, evaluation, and comparison of Proposals and recommendations for the award of a Contract shall not be disclosed to the Contractors or any other persons not officially concerned with such process.
- 21.2. Any effort by a Contractor to influence the Clients' processing of the Proposals may result in the rejection of his Proposal.

22. Clarification of Proposals

- 22.1. To assist in the examination, evaluation and comparison of Proposals the Client may, at the Clients' discretion ask any Contractors for clarification of the Contractors' Proposal, including breakdowns of unit rates.
- 22.2. The request for clarification and the response shall be in writing, sent by electronic mail, but no change in price or substance of the Proposal shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposal.

23. Examination of Proposals and Determination of Responsiveness.

- 23.1 Prior to the detailed evaluation of the Proposals, the Clients shall determine whether each Proposal:

- i) Meets the eligibility criteria defined in Clause 6;
- ii) Has been properly signed;
- iii) Is accompanied by the required securities, if any are required; and
- iv) Is substantially responsive to the requirements of the RFP Documents.

23.2. A substantially responsive Proposal is the one, which conforms to all the terms, conditions, and specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one:

- i) Which affects in any substantial way the scope, quality, or performance of the Assignment;
- ii) Which limits in any substantial way, inconsistent with the RFP documents, the Client's right or the Contractors' obligation under the Contract;
- iii) Whose rectification would affect unfairly the competitive position of other Contractors presenting substantially responsive Proposals?

23.3. If the Proposal is not substantially responsive, it shall be rejected by the Client, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

24. Correction Errors

24.1 Proposals determined to be substantially responsive shall be checked by the Client for arithmetic errors. Errors shall be corrected by the Client as follows:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- b) Where there is a discrepancy between unit rates and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern. Unless in the opinion of the Client there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and unit rate shall be corrected.

24.2. The amount stated in the Proposal shall be adjusted by the Client in accordance with the above procedure for the correction of errors and with the concurrence with the above procedure for the correction of errors and, with the concurrence of the Contractor. Then the correction shall be considered as binding upon the Contractor. If the contractor does not accept amount, the Proposal shall be rejected.

25. Currency for Proposal Evaluation

25.1 Proposals shall be evaluated as quoted in United States dollars (US\$).

26. Evaluation and Comparison of Proposals

26.1. The Client shall evaluate and compare only the Proposals determined to be substantially responsive in accordance with Clause 23.

26.2. Evaluators Of Technical Proposals shall have no access to the Financial Proposals until the responsiveness of technical proposals is concluded.

26.3 Non responsive technical proposals shall be rejected immediately and shall not be subjected to further evaluation.

27. Valuation of Technical Proposals

27.1. The Client shall evaluate the Proposal on the basis of their responsiveness, applying the evaluation criteria, sub criteria and point system specified in the Data Sheet. Each responsive Proposal shall be given technical points based on the technical important aspects of the Terms of Reference.

28. Evaluation of Financial Proposals.

28.1. The client shall determine whether the Financial Proposal is complete (whether they have costed all items of the corresponding Technical Proposal. If, not, the Client shall cost them and add their cost to the initial price), and correct any computational errors. The official selling rates used provided by the source indicated in the Data Sheet shall be those in effect on the date indicated in the Data Sheet. The evaluation shall include local taxes as specified in the Clause 12.2.

28.2 The lowest Financial Proposal shall be given a Financial score (Sf) of 100 points. The Financial scores (Sf) of the other Financial Proposal shall be computed as indicated in the Data Sheet. Proposals shall be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T=the weight to the Technical Proposal) + F (the weight given to the Financial Proposal): $T+F=1$) indicated in the Data Sheet; Final Score, $S=St *T\% + Sf *F\%$. The firm achieving the highest combined technical and financial score shall be invited for negotiations.

F. Negotiations

29. General

1. Negotiations shall be held at the address indicated in the Data Sheet. The aim is to reach an agreement on all points and sign a Contract.
2. Negotiations shall include a discussion of the technical proposal, the proposed methodology work plan, staffing and any suggestions made by the Firm to improve the Terms of Reference. The Client and Contractor shall then work out final Terms of Reference which shall then be incorporated in the 'Description of Services' and form part of the Contract. Special attention shall be paid to getting the most the Firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of assignment.
3. The Financial negotiations shall include a clarification (e.g. the Firm's tax liability in the Client's country and the manner in which it shall be reflected in the Contract) and shall reflect the agreed technical modification in the cost of the Services. Unless there are exceptional reasons, the financial negotiations shall involve neither the remuneration rates for staff nor breakdown of fees.
4. Having selected the Firm based on, among other things, an evaluation of proposed key professional staff, the Firm's experts named in the Proposal before Contract negotiations, the Client shall require assurances that the experts shall be actually available. The Client shall not consider substitutions during Contract negotiations unless both parties agree that undue delay in the selection process makes such substitutions unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that the key staff were offered in the Proposal without confirming their availability, the Firm shall be disqualified.
5. The negotiations may conclude with the signing of the Contract. To complete negotiations the Client and the Contracting Firm shall initial all pages of the agreed Contract Data Sheet. Should the negotiations fail, the Client shall invite the Firm that was the second highest in score, to negotiate a contract.

30. Financial Negotiations

1. The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, any premium or allowance paid for assignments away from headquarters. To assist the Firm in preparing financial negotiations, a sample form giving a breakdown or rates is attached in Section VI (no financial information should be included in the Technical Proposal.)
- 30.2. The Client is charged with the custody of public funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the Firm's Financial Proposal, and during negotiations, if the client doubts the reasonableness of the Financial Proposal, it expects to be able to review audited financial statements backing up the Firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements on request for three years, to substantiate its rate, and accept that its proposed rates and other financial matter are subject to scrutiny. Rate details are discussed below.

i) Salary

This is the gross regular cash salary paid to the individual in the Firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by Law or Government Regulation.)

ii) **Social Costs**

Social costs are the costs to the Firm of staff's non-monetary benefits. These items include, inter alia, pension, medical and life insurance costs, and on the cost of a staff member being sick or on vacation. In this regard, the cost of leave taken for public holidays is not an acceptable social cost nor is the cost of leave taken during assignments if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the Firm's leave policy is acceptable as a social cost.

iii) **Cost of Leave**

The principles of calculating the cost of total days leave per annum as a percentage of basic salary normally is as follows :-

Leave cost as percentage of salary = $\frac{\text{Total days leave} \times 100}{(365-w-ph-v-s)}$

Where:

- w*-week end days
- ph*-public holidays
- v*- days on vacation leave
- s*- days on sick leave

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

(iv) **Overheads**

Overhead expenses are the Firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs partner's time, no billable time, time of senior staff monitoring the Project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning Projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion when requested for, together with detailed lists of items making up the overheads.

(v) **Reimbursable Costs**

Only reimbursable costs for which the Contractor has protected himself against and as agreed upon between Client and Contractor during the negotiations shall be considered for payment and shall be paid in local currency. These expenses should be as itemized, but not restricted to, in Section VI 6 E and 6F.

Any other unqualified expenses shall not be allowed, unless in the case of an unusually large amount of procurement of equipment is required. The Contractor should note that before procurement the Client and the Contractor shall have agreed on the items of equipment to be purchased and on estimated payment schedule.

(vi) **Away from Headquarters Allowance or Premium**

Some Contractors pay allowances to staff working away from headquarters. Such allowances are calculated as percentages of salary and do not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, there paid, shall cover home education, etc. and these and similar items shall not be considered as reimbursable costs.

(vii) **Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependants, the subsistence rate shall be the same for married and single team members. The Firm shall give details of subsistence allowances as proven or unproven.

30.3. The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing.

- 30.4. Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the Firm regular payments as long as the Services proceed as planned.

N.B. Only payment of advance monies where allowed shall need a Bank Guarantee, **no insurance bond shall be accepted for advance payment.**

G. Award of Contract

31. Award Criteria

31.1. The Contract may be awarded following negotiations. After negotiations are completed, the Client shall promptly notify other Contractors on the shortlist that they were unsuccessful and return the unopened Financial Proposals only of those Contractors who did not pass the technical evaluation (Clause 6.1.). (Technical Proposals shall not be returned)

31.2. The Firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

H. DATA SHEET

- 1.1. The name of the Client is: **EMERGED RAILWAYS PROPERTIES (PVT.) LTD.**
- 1.2. Technical and Financial Proposals are requested for as fully described in the Terms of Reference.
- 1.3. The assignment scope is as stated in the Terms of Reference.
- 1.4. Assistance from the Client:

The Client shall provide the following inputs:-

- 1.4.1. A copy of drawings from the construction (1905) and reconstruction (1929) of the bridge.
- 1.4.2. The report from the Major inspection and structural integrity assessment of the Bridge conducted in 2005.
- 1.4.3. The report from the Principal Inspection of the Bridge conducted in 2016.
2. Clarification of Proposals:
- 2.1. Written clarifications may be requested up to 14 days before the Proposal submission date at the following address:-

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
NRZ Headquarters
Office 1203, 12th floor
Corner 9th Avenue/Fife Street,
P.O Box 596, Bulawayo,
Zimbabwe.**

OR

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
Shitima House
Kafue River Avenue
P O Box 80935
Kabwe
Zambia**

Email: corpaffairs@nrz.co.zw

estella.mutale@zrl.com.zm

mmatanhire@nrz.co.zw

patrick.musonda@zrl.com.zm

3.1. Proposals should be submitted in ENGLISH.

3.2. (i) Short listed Firm/entity may associate with other short listed Firms.

(ii) The minimum required experience of proposed key staff is:-

- MSc Civil Engineering, Member of recognized engineering institution, 5 years relevant experience in structural design and/or technical assessment of conditions of existing structures.
- BSc Civil Engineering or equivalent, Member of recognized engineering institution, 10 years relevant experience in structural design and/or technical assessment of conditions of existing structures.

(iii) Reports that are part of the assignment must be written in ENGLISH.

3.3. Currency for Proposal Evaluation:

Contractors are to state local costs in the United States dollars (US\$).

3.4. Validity Period for the Proposals:

Proposals must remain valid for one year after the submission date.

3.5. Number of copies of each Proposal to be submitted:

Contractors must submit an original and five additional copies of each Proposal.

3.6. The Proposal submission address is:

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
NRZ Headquarters
Office 1203, 12th floor
Corner 9th Avenue/Fife Street,
P.O Box 596, Bulawayo,
Zimbabwe.**

OR

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
Shitima House
Kafue River Avenue
P O Box 80935
Kabwe
Zambia**

- 4.2. Information on the outer envelope should read: “**ERP 001/2017 - THE FABRICATION AND REPLACEMENT OF BRAKING TRUSSES ON EITHER END OF THE VICTORIA FALLS BRIDGE AND CONNECTION TO MAIN BRIDGE STRUCTURE**”.
- 4.3. The name and address of the Contractor shall be written at the back of the proposals envelopes.
- 4.4. The Proposal must be submitted at the submission address not later than 16:00hrs on 5 December 2017.
- 4.5. The address to send information to the Client is :-

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
NRZ Headquarters
Office 1203, 12th floor
Corner 9th Avenue/Fife Street,
P.O Box 596, Bulawayo,
Zimbabwe.
Email: corpaffairs@nrz.co.zw
mmatanhire@nrz.co.zw**

OR

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
Shitima House
Kafue River Avenue
P O Box 80935
Kabwe
Zambia
estella.mutale@zrl.com.zm
patrick.musonda@zrl.com.zm**

- 4.6. The number of points to be given under each of the technical evaluation criteria are :-

POINTS

(i)	Adequacy of proposed work plan and methodology in responding to the Terms of Reference	30
(ii)	Conformance of materials to specifications	30
(iii)	Specific experience of the Firm in relation to the assignment	20
(iv)	Qualifications and relevant experience of the key staff for the Assignment	20
TOTAL POINTS		100

- 4.7. The weight given to the Technical and Financial Proposals are :-

Technical (T) = 0.70
Financial (F) = 0.30

- 4.8. The responsive Firm with the lowest cost shall be awarded 100% on financial appraisal and the most expensive shall be awarded 20% while the rest shall be calculated proportional to the difference between the lowest and the most expensive Firm.

- 4.9. The address for negotiation is: The Joint Secretary, Emerged Railways Properties (Pvt.) Ltd., Office 1203, 12th Floor National Railways of Zimbabwe Building, Fife Street and 9th Avenue, Bulawayo.
- 4.10. A compulsory site visit shall be held on Tuesday 6 November 2017 at 09:00hrs onsite at the Victoria Falls Bridge. The Tenderers shall make their own travel arrangements.
- 4.11. The opening date for the tenders shall be 7 December 2017 at 09:00hrs at Victoria Falls Hotel.
- 4.12. The Client's personnel to contact are :-

NAME	TELEPHONE NO.	E-MAIL
Misheck Matanhire Joint Company Secretary Emerged Railways Properties	+263-9-363696/7	mmatanhire@nrz.co.zw ; corpaffairs@nrz.co.zw
Patrick Musonda Joint Company Secretary Emerged Railways Properties	+260 -215221943	estella.mutale@zrl.com.zm patrick.musonda@zrl.com.zm

SECTION III : GENERAL CONDITIONS

1. General Provisions

- 1.1. Unless the context otherwise requires, the following terms whenever used in the Contract have the following meaning:
- (a) *Applicable Law* means the law and any other instruments having the force of law in the Government of Zimbabwe or Zambia or any other country as may be specified in the Special Conditions (SC), as they may be issued and in force from time to time;
 - (b) *Contract* means the Contract signed by the parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
 - (c) *Contract Price* means the Price to be paid for the performance of the Services, in accordance with Clause 6;
 - (d) *Foreign Currency* means any currency other than the currency of the Government of Zimbabwe or the Government of Zambia
 - (e) *GC* means these General Conditions of Contract;
 - (f) *Government* means the Government of Zimbabwe or the Government of Zambia;
 - (g) *Local Currency* means the currency of the Government of Zimbabwe or the Government of Zambia;
 - (h) *Member*, in case the Contractors consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Contractors’ right and obligations towards the Client under this Contract;
 - (i) *Party* means the Client or the Contractors, as the case may be, and “Parties” means both of them;
 - (j) *Personnel* means persons hired by the Contractors or by any Sub Contractors as employees and assigned to the performance of the Services or any part thereof;
 - (k) *SC* means the Special Conditions of the Contract by which the GC may be amended or supplemented;
 - (l) *Services* means the work to be performed by the Contractors pursuant to this Contract, as described in Appendix A; and
 - (m) *Sub Contractor* means any entity to which the Contractors sub contracts any part of the Services in accordance with the provisions of Clause 3.5. and 4.

1.2. Law Governing The Contract

This contract, its meaning and interpretation, and the Applicable Law shall govern the relation between the Parties.

1.3. Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matter relating to the meaning or interpretations of this Contract.

1.4 Notices

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

1.5 Location

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

1.6 Authorised Representative

Any action required or permitted to be taken, and any document required to be executed, under this Contract by the Client or the Contractors may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Contractors, Sub Contractors, and their Personnel shall pay taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date of the Contract is signed by both parties and such other later date as may be stated in the SC.

2.2 Commencement of services

The Contractor shall begin carrying out the Services 14 calendar days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless termination earlier pursuant to Clause 2.6., this Contract shall terminate at the end of such time after the Effective Date as is specified in the SC.

2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1. Definition

For the purpose of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance on its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be breach of, or default under, this Contract insofar as such inability arises from the event of ‘Force Majeure’. This shall be provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other party as soon as possible about the occurrence of such event.

2.5.3. Extension of Time

Any period within which Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action because of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services, because of an event of Force Majeure, the Contractors shall be entitled to continue to be paid under the terms of the Contract. They shall also be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in the reactivating of the Services after the end of such period.

2.6. Termination

2.6.1. By the Client

The Client may terminate this Contract, by not less than (30) days' written notice termination to the Contractors, to be given after the occurrence of any of the events specified in paragraph (a) through (c) of Clause 2.6.1 and sixty (60) days in the event referred to in (d):

- (a) If the Contractors do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within further period as the Client may have subsequently approved in writing;
- (b) If the Contractors become insolvent or bankrupt;
- (c) If, as the result of Force Majeure, the Contractors are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the Client in its sole discretion, decided to terminate this Contract.

2.6.2. By the Contractors

The Contractors may terminate this Contract, by not less than thirty (30) days' written notice to be given after the occurrence of any of the events specified in the paragraph (a) and (b) if this Clause 2.6.2.

- (a) If the Client fails to pay any monies due to the Contractors pursuant to this Contract and not subject to dispute pursuant to Clause 7 within one hundred and twenty (120) days after receiving written notice from the Contractors that such payment is overdue, or
- (b) If, as a result of Force Majeure, the Contractors are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment Upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 of 2.6.2., the Client shall make the following payments to the Contractors.

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.2., reimbursement of any reasonable cost incident to prompt and orderly termination of the Contract, including the cost of the return travel of the personnel and their eligible dependants if this is provided for in the Financial Proposal.

3. Obligations of the Contractors

3.1 General

The Contractors shall perform the Services and carry out their obligation with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices and employ appropriate advanced technology and safe methods. The Contractors shall always act, in respect of any matter relating to this contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Clients' legitimate interest in any dealings with Sub Contractors or third parties.

3.2 Conflict of Interest

3.2.1. Contractors not to benefit from Commissions, Discounts

The remuneration of the Contractors pursuant to Clause 6 constitute the Contractors shall not accept for own benefit any trade commission, discount, or similar payment in connection with the activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractors shall use their best efforts to ensure that the Personnel any Sub Contractors and agents of either of them shall act similarly.

3.2.2. **Contractors and Affiliates not to be Otherwise Interested in Project**

The Contractors agree that, during the term of third Contract and after its termination, the Contractors and their affiliates, shall be disqualified from providing Goods, Works, or Services (other than the Services and any continuation thereof) for any Project resulting from or closely related to the Services.

3.2.3. **Prohibition of Conflicting Activities.**

The Contractors agree that they shall not perform:

- (a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specified by SC.

3.3 Confidentiality

The Contractors, their Sub Contractors, and Personnel of either of them shall no either during the term or within two (2) years after expiration of this Contract, disclose any proprietary or confidentiality information relating to the Project, the Services ,this Contract, or the Client's business or operations without the prior written consent for the Client.

3.4 Insurance to Be Taken By the Contractors

The Contractors (a) shall take out and maintain and shall cause any Sub Contractors to take out and maintain, at their (or Sub Contractors' , as the case may be) own cost but on terms and conditions approved by the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Contractors' Action Requiring Client's Prior Approval

The Contractors shall obtain the Client's prior approval in writing before taking any of the following action:

- (a) Entering into a sub contract for the performance of any part of the Services, or appointing such members of the Personnel not listed by name in Appendix C (' Key Personnel and Sub Contractors'), and,
- (b) Any other action that may be specified in the SC.

3.6. Reporting Obligation

The Contractors shall submit to the Clients the reports And documents specified in the Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7. Documents Prepared By The Contractors To Be The Property Of The Client

All plans, drawings, specifications, designs, reports, calculations, and other documents and software submitted by the Contractors in accordance with Clause 3.6. Shall become and remain the property of the Client, and Contractors shall not later than upon termination or expiration of this Contract; deliver all such documents and software to the Client, together with a detailed inventory thereof. The Contractors may retain a copy of such documents, if any, shall be specified in the SC.

4. Contractors Personnel

4.1 Description Of Personnel

The titles, agreed job description, minimum qualifications and estimated period of engagement in the carrying out of services of the Contractors' Key Personnel are described in Appendix C. The Client hereby approved the key Personnel and Sub Contractors listed by title as well as by name in Appendix C.

4.2 Removal And/or Replacement Of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel, the Contractors shall provide as a replacement a person of equivalent or better qualification.
- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any Personnel, then the Contractors shall, at the Client's written request specifying the ground thereof, provide as a replacement a person with qualifications and experience acceptable to the client.
- c) The Contractors shall have no claim for additional costs arising out or incidental to any removal and or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance And Exceptions

The client shall use its best effort to ensure that the government shall provide the contractors such assistance and exemptions as specified in the SC.

5.2 Change in the applicable Law

If, after the date of contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the contractors, then the remuneration and reimbursable expenses otherwise payable to the contractors under this contract shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in clause 6.2(a) or (b) as the case may be.

6. Payments to the Contractors

6.1 Lump Sum Remuneration

The contractors total remuneration shall not exceed the contract price and shall be fixed lump sum including all staff costs, sub-contractors costs, printing, communication, travel, accommodation, and all other costs incurred by the contractor in the carrying out of services described in appendix A. except as providing in clause 5.2, the contract price may only be increased above the amount stated in clause 6.2. If the parties agreed to additional payments in accordance with clause 2.4.

6.2 Contract Price

a) The price payable in United States Dollars (US\$) is set forth in the SC.

6.3 Payment for additional services

For the purpose of determining the remuneration due for additional services as maybe agreed under clause 2.4 a breakdown of the lump sum price is provide in Section VI.

6.4 Terms and conditions of payment

Payment shall be made to the account of the contractors according to the payment schedule stated in the SC. unless otherwise stated in the SC, the first payment shall be made after the conditions listed in the SC for such payment have been met, and the contractors have submitted an invoice to the client specifying the amount due.

6.5 Interest on delayed payments

If the client has delayed beyond seventeen (17) days after the due date stated in the SC, interest should be paid to the contractors for each day delay at the rate stated in the SC.

7. Settlement of disputes

7.1 Amicable settlement

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

7.2 Dispute Settlement

Any dispute between the parties as to matters arising pursuant to the contract that cannot be settled amicably within thirty (30) days after receipt by one party of other party's for such

amicable settlement may be submitted by either party for settlement in accordance with provision specified in the SC.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Number of amendments of, and supplements to clauses in the general conditions of contract.

1.1 The words ‘in the government ‘are amended to read ‘in Zimbabwe or in Zambia’.

1.2 Currency used in the contract is United States Dollar (US\$).

1.3 Official language for this Contract is English.

1.4 Authorized representatives of the client and the consultant:

The addresses are:

For the client:

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
NRZ Headquarters
Office 1203, 12th floor
Corner 9th Avenue/Fife Street,
P.O Box 596, Bulawayo,
Zimbabwe.
Email: corpaffairs@nrz.co.zw
mmatanhire@nrz.co.zw**

OR

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
Shitima House
Kafue River Avenue
P O Box 80935
Kabwe
Zambia
estella.mutale@zrl.com.zm
patrick.musonda@zrl.com.zm**

2.1 The date on which the contract shall come into effect is the date of the letter of award of the contract.

2.2 The date of the commencement of services is 14 calendar days after the award of the contract.

2.3 The contractor shall indicate the delivery period.

3. Procurement Rules of Funding Agencies

3.1. Furthermore, if the contractors, as part of the services, have the responsibility of advising the client on the procurement of goods, works, or services, the contractor shall comply with any applicable procurement guideline of the client, as the case may be, and other funding agencies and shall at times exercise such responsibility in the best interest of the

client. Any discounts or commissions obtained by the contractors in the exercise of such procurement shall be for the account of the client.

3.2. For a period of two years after the expiration of this contract, the contractors shall not engage and shall cause their personnel as well as their sub-contractors and their personnel not to engage, in activity of an adviser & directly or indirectly) of potential suppliers of such assets.

3.3. The risk and coverage by the contractors shall be:

- (i) Third party motor vehicles
- (ii) Third party liability
- (iii) Employers liability and workers compensation
- (iv) Professional liability
- (v) Loss or damage to equipment and property

3.4. The other actions are also to be agreed between employer and consultant.

4. **Payments**

4.1. The contract amount is US\$.....

4.2. The Consultant's bank account for the purpose of payment in terms hereof is

.....

4.3. Payments shall be according to the following schedule,:

4.3.1. Forty (40) percent of the contract price shall be paid upon signing of the contract.

4.3.2. Twenty (20) percent of the contract price shall be paid upon commencement of the work at the site.

4.3.3. Forty (40) percent of the contract price shall be paid upon completion and acceptance of the works.

4.4. Payments shall be made within 30 days of receipt of the invoice and the relevant documents specified in clause 4.3, and also within 30 days in the case of the final payment.

4.5. The interest rate shall be the prevailing interest rate, on capital being charged by the consultant's bank on the expiry date.

- 4.6. Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration accordance with the laws of Zimbabwe.

SECTION V: TECHNICAL PROPOSAL- STANDARD FORMS

- S 5A Technical proposal submission form.
- S 5B Firms reference.
- S 5C Comments and suggestions of contractors on the terms of reference and on data, services, and facilities to be provided by the client.
- S 5D Description of the methodology and work plan for performing the assignment.
- S 5E Detailed Bill of Materials
- S 5F Team composition and assignments
- S 5G Format of Curriculum Vitae (CV) for proposed professional staff.
- S 5H Time schedule for professional personnel.
- S 5I Activity (work) schedule.

S 5A

TECHNICAL PROPOSAL SUBMISSION FORM

TO:

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
NRZ Headquarters
Office 1203, 12th floor
Corner 9th Avenue/Fife Street,
P.O Box 596, Bulawayo,
Zimbabwe.**

OR

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
Shitima House
Kafue River Avenue
P O Box 80935
Kabwe
Zambia**

**Email: corpaffairs@nrz.co.zw
mmatanhire@nrz.co.zw**

**estella.mutale@zrl.com.zm
patrick.musonda@zrl.com.zm**

Ladies/Gentlemen

We the undersigned, offer to provide the contracting services for the fabrication and replacement of braking trusses on either end of the the Victoria Falls Bridge. We hereby submit our proposal, which includes this technical proposal, and a financial proposal sealed under separate envelopes.

Any negotiations have to be held during the period of validity of the proposal. We undertake to negotiate based on the proposed material, staff rates and their duration on this assignment. Our proposal is binding upon us and subjects to the modification resulting from contract negotiations.

We understand that you are not bound to accept any proposal you received.

Signed by:

Signature:

Title :

Date :

S 5B KEY FIRM'S REFERENCE

Relevant services carried out in the last five years. The rest illustrate the key personnel's qualifications.

Please give specific experience of the firm in relation to the assignment. Using the format below, provide information on each assignment for which your key personnel, either individually, as a corporate entity or as one of the major companies within an association, was legally involved as a consultant, as a construction contractor, or as a worker.

Assignment Name	Country
Location within Country	Professional staff provided
Name of Client:	No. of staff in the team
Address of Client	No. of staff months: duration of assignment
Start date (month/year) Completion Date (month/year)	Projects value
Name of Associated Contractors, if any:	Value of services(in local currency)
Name of senior staff (project Director/Co-coordinator, Team Leader) Involved and Function's Performed:	No. of months of professional staff provided by associated contractors.
Narrative Description of Project:	
Description of Actual Services Provided by your Staff	

S 5C COMMENTS AND SUGGESTIONS OF CONTRACTORS ON THE TERMS OF REFERENCE AND ON DATE, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, Services, and facilities to be provided by the clients

- 1.
- 2.
- 3.
- 4.
- 5.

S 5D DESCRIPTION OF METHODOLOGY AND WORKPLAN ON PERFORMING THE ASSIGNMENT

Note: Tenderers may submit the information on a separate page.

S 5E DESCRIPTION OF THE DETAILED BILL OF MATERIALS

REFERENCE	MATERIAL DESCRIPTION	QUANTITY

S 5F TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical / Managerial Staff

NAME	POSITION	TASK

2. Support Staff

NAME	POSITION	TASK

S 5G FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity:..... Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

Give an outline of staff member's experience and training most pertinent to task on assignment. The experience should include design, construction and Project management. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and allocations.

Education :

Summarise college – university and other specialised education of staff member, giving names of schools, dates attended, and degrees/ certificates obtained.

EMPLOYMENT RECORD

Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of position held, and locations of assignments. For experience in last ten years, also give type of activities performed and client references, where appropriate.

LANGUAGES

(For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading and writing.)

CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. Any false information on this data shall result in the disqualification of the submitted Proposal.

_____ Date: _____
(Signature of staff member of the Firm)

Full Name of the Member: _____

_____ Date: _____
(Signature of Authorised Representative of the Firm)

Full Name of Authorised Representative: _____

S 5H TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)															
Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Sub Total (1)
															Sub Total (2)
															Sub Total (3)
															Sub Total (4)

Full Time: _____ Part Time: _____

Reports Due: _____

Activities Duration: _____ Signature: _____
(Authorised representative)

Title: _____

Address: _____

S 5I ACTIVITY (WORK SCHEDULE)

(1st, 2nd etc. are months from the start of the assignment)

Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	

SECTION VI: FINANCIAL PROPOSAL – STANDARD FORMS

THIS FINANCIAL PROPOSAL SHALL BE IN A SEPARATE SEALED ENVELOPE.

- S 6A Financial Proposal Submission Form.
- S 6B Summary of Costs.
- S 6C Build up of cost of materials
- S 6D Breakdown of Price per Activity.
- S 6E Breakdown of remuneration per activity.
- S 6F Reimbursable per activity.
- S 6G Miscellaneous expenses.

S 6A FINANCIAL PROPOSAL SUBMISSION FORM

To:

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
NRZ Headquarters
Office 1203, 12th floor
Corner 9th Avenue/Fife Street,
P.O Box 596, Bulawayo,
Zimbabwe.**

OR

**The Joint Secretary,
Emerged Railways Properties (Pvt.) Ltd.
Shitima House
Kafue River Avenue
P O Box 80935
Kabwe
Zambia**

**Email: corpaffairs@nrz.co.zw
mmatanhire@nrz.co.zw**

**estella.mutale@zrl.com.zm
patrick.musonda@zrl.com.zm**

Ladies/Gentlemen

We, the undersigned, offer to provide the Contracting Services for the fabrication and replacement of braking trusses on either end of the the Victoria Falls Bridge in accordance with your Request for Proposal. In addition to our Technical Proposal our attached Financial Proposal is for the sum of
.....
.....
.....

This amount is inclusive of all material costs, local taxes, commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and contract execution, but exclude travelling and subsistence allowance, printing and photocopying which shall be charged as reimbursable.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Commissions and gratuities, if any paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contact, are listed below:

Name and Address Of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any proposal you receive.

Signed by:

Signature:

Title:

Date:

S 6B SUMMARY OF COSTS

Costs	Currency	Amount
Sub Total		
Local Taxes		
Total Amount of Financial Proposal		

S 6C BREAKDOWN OF MATERIAL COSTS

REFERENCE	MATERIAL DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
	TOTAL			

**S 6E BREAKDOWN OF REMUNERATION PER ACTIVITY/
PERSONNEL**

PROFESSIONAL

NO.	ACTIVITY/ TASK	REMUNERATION	UNIT

NO.	PROFESSIONAL PERSONNEL	REMUNERATION	UNIT

S 6F REIMBURSABLE PER ACTIVITY

Activity No.

Name:

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1	National Flight	Trip			
2	Miscellaneous travel exp.	Trip			
3	Subsistence Allowance	Trip			
4	Local transportation costs	Km			
	Grand Total				

Local transportation costs are included because no local transportation is being made available by the Client.

S 6G MISCELLANEOUS EXPENSES

Activity No.

Activity Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Communication costs between _____ and _____ (Telephone, internet, etc. *)				
2	Drafting reproduction of reports and drawings				
3	Equipment: Vehicle, Computer				
4	Software				
	Grand Total				

*Please Specify

SECTION VII : TERMS OF REFERENCE

1. BACKGROUND

The EMERGED RAILWAYS PROPERTIES (Pvt) Ltd (ERP) is a company formed out of the unbundling of the Northern & Southern Rhodesia Railways and is jointly owned by Zambia Railways Limited (ZRL) and the National Railways of Zimbabwe (NRZ). The ERP owns and manages, inter alia, the Victoria Falls Bridge, which is the link for rail and road traffic between Zambia and Zimbabwe. The Victoria Falls Bridge was built in 1905 and reached its design life of 100 years in 2005.

In 2005, Emerged Railway Properties (Pvt) Limited engaged a Consultant for the Assessment of the Structural Integrity of the Victoria Falls Bridge. Among other findings and recommendations and in order to ensure continued safe usage of the bridge, the Consultant stated the need for the replacement of the existing roadway, railway and footway decks (including all their troughs).

The existing roadway, railway and footway decks need to be replaced or substituted by new decks with water proofing and more efficient drainage systems/mechanisms.

In 2016, Emerged Railway Properties (Pvt) Limited engaged bridge inspectors to conduct a principal inspection of the Victoria Falls Bridge in order to formulate the Scope of Works for major bridge renewal works, primarily based on the Consultant's recommendations made in 2005, and findings of their inspection, among others. Among other findings and recommendations and in order to ensure continued safe usage of the bridge, the Consultant this time round stated the need for the replacement of braking trusses on either side of the bridge in order to improve the connection of same to the main structure after assessing that the existing connection has insufficient capacity to transfer the forces properly into the main bridge structure.

2. OBJECTIVE OF TENDER

The overall objective of this tender works is to:-

To fabricate and replace the existing braking trusses and connection on either side of the Victoria Falls Bridge to ensure the new connection has sufficient capacity to transfer forces properly to the main bridge structure as per recommendations of the 2016 Principal Inspection.

3. SCOPE OF WORKS

The inclined braking trusses consist of two members at each end of the main bridge. In section 5.2.1 of the report from the consultant's 2016 Principal Inspection, it is documented that the existing members have sufficient capacity. However the connection at the ends of each member has insufficient capacity to transfer the forces into the main bridge structure. The project entails replacing the existing members by new members and connection details. The new connection

details which are as per drawings 201, 202 and 203 (shown in Appendix D below) ensure that forces are properly transferred to the main structure.

The drawings indicate that the new braking trusses replace the existing ones in the same position between cross girders 1 and 2 on either end of the bridge structure. It is, however, fully acceptable to mount the new trusses in the adjoining bay, i.e. between cross girder no. 2 and 3 from each end of the main span. In this way, the new trusses can be in position before the existing ones are removed, and the structural capacity of the bridge is intact throughout the operation. In that case the precautions regarding train speed during the operation can be disregarded. In any circumstances, it is essential to measure the exact geometry of the structure, and if necessary adjust the drawings, before the new parts are fabricated.

The scope of works is summarised as follows (assuming that the new struts are arranged in the adjoining bay):

- Detailed measurement of the existing geometry;
- Checking, and if necessary correcting, the dimensions of the new parts;
- Fabrication of the new struts and brackets, including surface protection as for the existing structure;
- Mounting the new brackets and struts;
- Removal of existing braking trusses, preferably by cutting the brackets (without damaging the cross girders or their stiffeners), smoothening the edges, and painting the cut surface. Materials specifications are listed on the drawings.).

4. COMPULSORY SITE VISIT

Prospective bidders shall attend a compulsory site visit at the Victoria Falls Bridge on 6 November 2017 commencing at 09:00hrs.

5. ACCESS TO VICTORIA FALLS BRIDGE DURING WORKS

The Contractor is expected to develop a schedule of works that shall take into consideration, maintain safety and minimise as far as practicable, the running of trains from both Zambia and Zimbabwe. Arrangements can be made through the ERP secretariat for any special requirements in this regard.

SECTION VIII

Appendices

APPENDIX A

DESCRIPTION OF THE SERVICES

APPENDIX B

REPORTING REQUIREMENTS

1. In order to keep track of the project progress the Contractors shall be expected to report to the Client as follows:
 - a) Inception report before commencement of works
 - b) Written report of progress every two weeks after commencement
 - c) Completion report
2. The Contractor shall give the client 10 working days to study his final submission before discussion on the submission. After the discussion, the Contractor shall submit to the Client a revised submission immediately, if necessary.
3. The Contractor shall not make any decision for and on behalf of the Client without prior approval to do so.

APPENDIX C

KEY PERSONNEL AND SUB CONTRACTORS

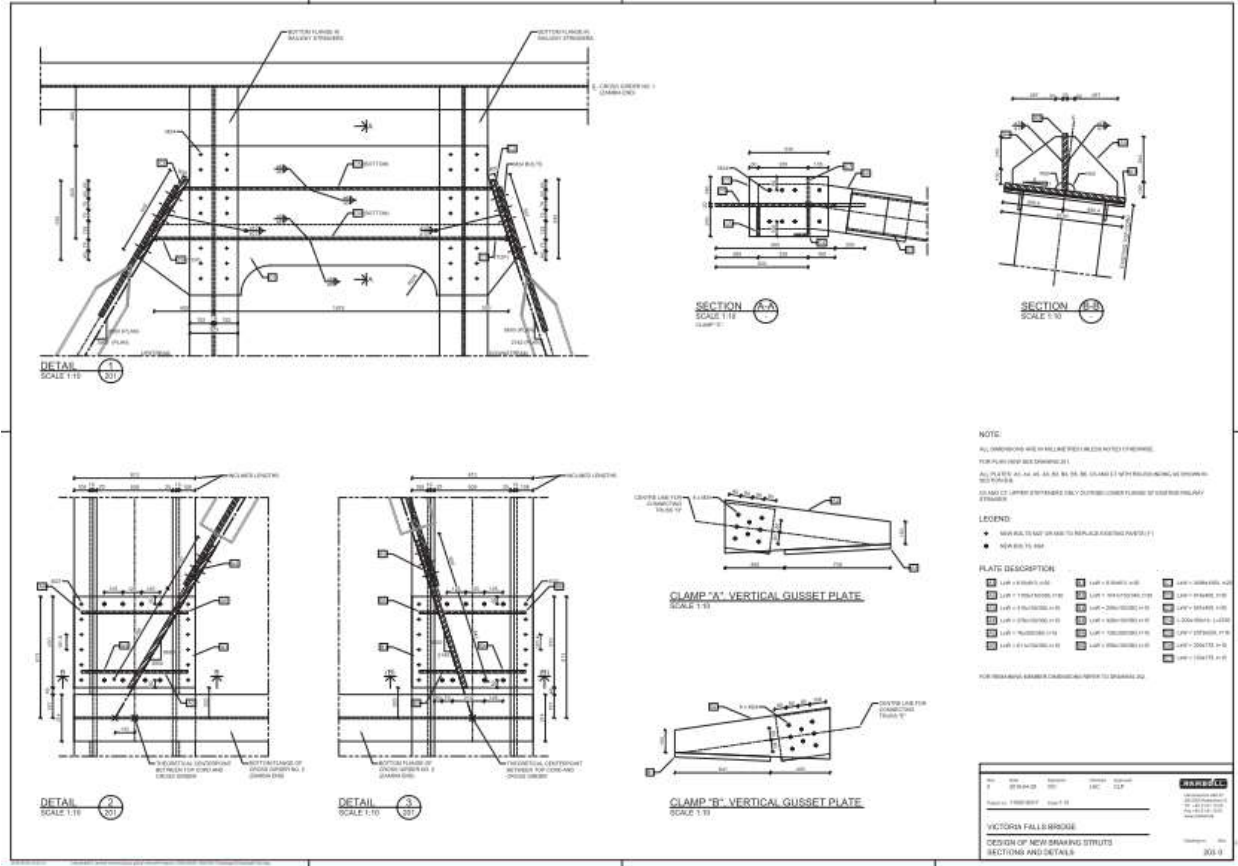
Key personnel shall be submitted as per below table . CV's for the key personnel shall be attached hereto.

NAME	POSITION	QUALIFICATION	EXPERIENCE IN SAME POSITION

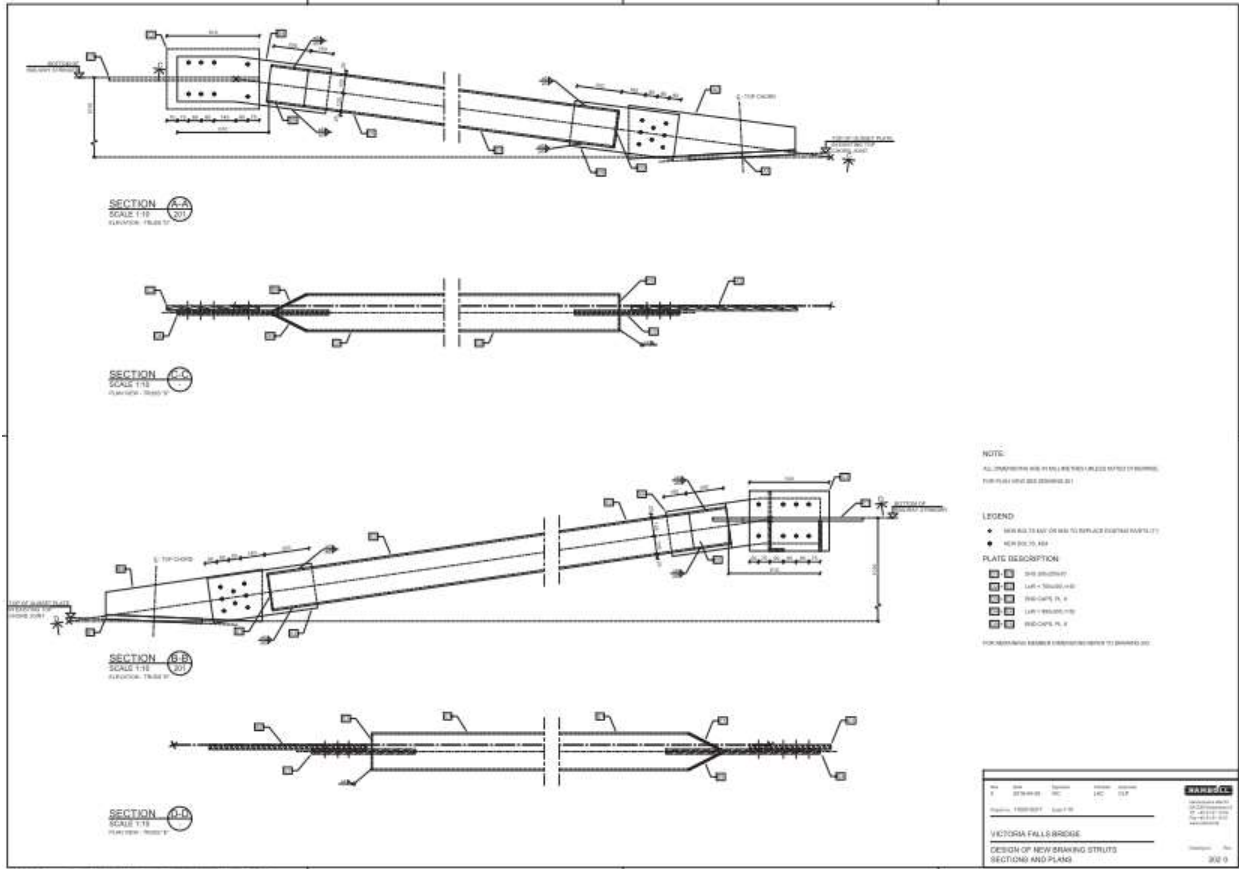
Sub Contractors should be listed below :

NAME	FIELD (MECHANIC/ELECTRICAL, ETC).	EXPERIENCE	KEY PERSONNEL QUALIFICATION

DRAWING 202: VICTORIA FALLS BRIDGE NEW BRAKING TRUSS CONNECTION DETAILS



DRAWING 203: VICTORIA FALLS BRIDGE NEW BRAKING TRUSS CONNECTION DETAILS



END OF DOCUMENT