

ZAMBIA RAILWAYS LIMITED



OPEN NATIONAL BIDDING DOCUMENT

TENDER No. ZRL/ONB/DHRA/002/2020:

TENDER FOR THE PROVISION OF ARMED AND UNARMED SECURITY SERVICES

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OCTOBER 2020

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Part I – Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
- 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
- 2. Source of Funds**
- 2.1 The Procuring Entity, as **defined in the BDS**, intends to apply part of the funds, **as defined in the BDS**, towards the cost of the Services, **as defined in the BDS**, to cover eligible payments under the Contract for the Services. Payments by the Procuring Entity will be made only at the request of the Project Manager and will be subject in all respects to the terms and conditions of the Contract.
- 3. Corrupt or Fraudulent Practices**
- 3.1 It is the Government's policy to require that Procuring Entities (including beneficiaries of the funds), as well as bidders, suppliers, and contractors and their subcontractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Government:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"³ is any act or omission, including a misrepresentation, that knowingly or recklessly

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of these SBDs, "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.

misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.
- (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, coercive or obstructive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to remedy the situation;
 - (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time

determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Government-financed contract. A bidder or supplier aggrieved by such a decision, may appeal in accordance with Section *sixty-nine* of the Public Procurement Act of 2008; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by Government, requiring bidders, suppliers, contractors and consultants to permit the Government to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Government.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

4. Eligible Bidders

4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Procuring Entity to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.

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

⁵ For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

4.4 The Government prohibits a withdrawal from the funds for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by ZPPA in accordance with ITB Sub-Clause 3.1.

5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;

- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS**;
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS**;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

6. One Bid per Bidder

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

8. Site Visit

8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and

its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Content of Bidding Documents**
- 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- | | |
|--------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Bidding Forms |
| Section IV | Eligible Countries |
| Section V | Activity Schedule |
| Section VI | General Conditions of Contract |
| Section VII | Special Conditions of Contract |
| Section VIII | Performance Specifications and Drawings (if Applicable) |
| Section IX | Contract Forms |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 10. Clarification of Bidding Documents**
- 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all Procuring Entities of the bidding documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all Procuring

Entities of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

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

13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and

shall be deemed covered by the other rates and prices in the Activity Schedule.

- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

15. Currencies of Bid and Payment

- 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
 - (a) for those inputs to the Services which the Bidder expects to provide from within Zambia, the prices shall be quoted in **Zambian Kwacha**, unless otherwise **specified in the BDS**; and
 - (b) for those inputs to the Services which the Bidder expects to provide from outside Zambia, the prices shall be quoted in up to any three freely convertible currencies.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be

required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

17.2 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 IX, Contract Forms, or other form approved by the Employer prior to bid submission;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 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 Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing

Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 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 35.

17.5 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 16.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 34;

(ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 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 to constitute the JV.

18. Alternative Proposals by Bidders

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.

20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS**;
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the

Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**

24.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.

24.3 The bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the

bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

- 29. Currency for Bid Evaluation**
- 29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:
- (a) **Zambian Kwacha at the selling rates established for similar transactions by the authority specified in the BDS on the date stipulated in the BDS;**
- or**
- (b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in Zambian Kwacha.
- 30. Evaluation and Comparison of Bids**
- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 28;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.
- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

32. Award Criteria 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

33. Employer’s Right to Accept any Bid and to Reject any or all Bids 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

34. Notification of Award and Signing of Agreement 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

34.2 The notification of award will constitute the formation of the Contract.

34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the

successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.

34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.

34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

35. Performance Security

35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in Zambia or a foreign bank through a correspondent bank located in Zambia, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.

35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.

35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Advance Payment and Security

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

37. Adjudicator

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be

appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General																																																																																														
1.1	<p>The Employer is ZAMBIA RAILWAYS LIMITED</p> <p>The name and identification number of the Contract is: TENDER NO. ZRL/ONB/DHRA/002/2020- TENDER FOR THE PROVISION OF ARMED AND UNARMED SECURITY SERVICES.</p>																																																																																													
1.2	The Intended duration for the Contract is one (01) year.																																																																																													
2.1	<p>The Procuring Entity is ZAMBIA RAILWAYS LIMITED.</p> <p>The Project is TENDER FOR THE PROVISION OF ARMED AND UNARMED SECURITY SERVICES.</p> <p>LOT 1: Southern Region</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">LOCATION</th> <th style="width: 15%;">PREMISES</th> <th style="width: 10%;">PHYSICAL SECURITY</th> <th style="width: 10%;">PROPOSED SECURITY TYPE</th> <th style="width: 15%;">LEVEL OF SUPERVISION</th> <th style="width: 10%;">MAN HOURS</th> <th style="width: 10%;">No. OF PERSONNEL</th> </tr> </thead> <tbody> <tr> <td rowspan="6" style="text-align: center;">Livingstone</td> <td>Shunting yard</td> <td>Open</td> <td></td> <td rowspan="13" style="text-align: center;">Commander to be responsible for Stations with Senior supervisors (Checkers) at each location</td> <td>24hrs</td> <td></td> </tr> <tr> <td>Station building</td> <td>Open</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td>Carpark</td> <td>Open</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td>Blue gate</td> <td>Wire fence</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td>Refueling depot</td> <td>Open</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td>Loco shed</td> <td>Open</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td>Mulobezi</td> <td>Station building</td> <td>Open</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td>Senkobo</td> <td>Siding</td> <td>Open</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td>Choma</td> <td>Station building</td> <td>Open</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td>Batoka</td> <td>Station building</td> <td>Open</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td>Kalomo</td> <td>Station building</td> <td>Open</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td>Monze</td> <td>Station building</td> <td>Open</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td>Magoye</td> <td>Station building</td> <td>Open</td> <td></td> <td>24hrs</td> <td></td> </tr> <tr> <td colspan="6" style="text-align: center;">TOTAL</td> <td></td> </tr> </tbody> </table>						LOCATION	PREMISES	PHYSICAL SECURITY	PROPOSED SECURITY TYPE	LEVEL OF SUPERVISION	MAN HOURS	No. OF PERSONNEL	Livingstone	Shunting yard	Open		Commander to be responsible for Stations with Senior supervisors (Checkers) at each location	24hrs		Station building	Open		24hrs		Carpark	Open		24hrs		Blue gate	Wire fence		24hrs		Refueling depot	Open		24hrs		Loco shed	Open		24hrs		Mulobezi	Station building	Open		24hrs		Senkobo	Siding	Open		24hrs		Choma	Station building	Open		24hrs		Batoka	Station building	Open		24hrs		Kalomo	Station building	Open		24hrs		Monze	Station building	Open		24hrs		Magoye	Station building	Open		24hrs		TOTAL						
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LOT 2: Central Region

LOCATION	PREMISES	PHYSICAL SECURITY	PROPOSED SECURITY TYPE	LEVEL OF SUPERVISION	MAN HOURS	No. OF PERSONNEL
Mazabuka	Guest house	Wire fence		Commander to be responsible for the Stations with Senior supervisors (Checkers) at each location	24hrs	
	Station building	Open			24hrs	
Neganega	Siding	Open			24hrs	
Kafue	Shunting yard	Open			24hrs	
	Station	Open			24hrs	
	Material yard	Open			24hrs	
	Flush but	Wire fence			24hrs	
	Fueling spar	Open			24hrs	
Chipongwe	Siding	Open			24hrs	
Mapepi	Siding	Open			24hrs	
Lusaka	Station building	Fenced			24hrs	
	Shunting yard	Open			24hrs	
	Showgrounds	Open			24hrs	
	Corporate office gate	Fenced			24hrs	
	Parcels office	Fenced			24hrs	
	Chilanga Lafarge yard	Open			24hrs	
	Yard office main gate	Open			24hrs	
	Njanji commuter	Fenced			24hrs	
	Fitter shop	Wire fence			24hrs	
Chisamba	Station building	Open			24hrs	
Kabwe	Shunting yard	Open			24hrs	
	Waiting hall	Open			24hrs	
	Parcels	Open			24hrs	
	Shitima main gate	Fenced			24hrs	
	Shitima Perimeter	fenced			24hrs	
	CTC Reception	fenced			24hrs	
	Shitima Reception	Fenced			24hrs	
	Njanji Club	Fenced			24hrs	
	Rayton house	Open			24hrs	
	Top office	Fenced		24hrs		
	10 Lumumba SQ	Fenced		24hrs		
	2 Lumumba SQ	Fenced		24hrs		
	4 Kakumbi	Fenced		24hrs		
	Kabwe warriors stadium	Fenced		24hrs		
Chipata	Station building	Open		24hrs		
	Guest house	Open		24hrs		

TOTAL							
LOT 3: Northern Region							
LOCATION	PREMISES	PHYSICAL SECURITY	PROPOSED SECURITY TYPE	LEVEL OF SUPERVISION	MAN HOURS	No. OF PERSONNEL	
Bwana Mkubwa	Shunting yard	Open		Commander to be responsible for Stations with Senior supervisors (Checkers) at each location	24hrs		
	Offices	Open			24hrs		
Ndola	Loco shed	Open			24hrs		
	Top office	Wire fence			24hrs		
	Signals Office	Open			24hrs		
	Shunting Yard	Open			24hrs		
	Chilanga Exchange Yard	Open			24hrs		
	Station Building	Open			24hrs		
	Main gate	Wire fence			24hrs		
	Refueling depot	Open			24hrs		
Kapiri-Mposhi	Yard	Open			24hrs		
	Offices	Open			24hrs		
TOTAL							

LOT 4: Intermine

LOCATIO N	PREMISES	PHYSICAL SECURITY	PROPOSE D SECURITY TYPE	LEVEL OF SUPERVISION	MAN HOURS	No. OF PERSONN EL
Kitwe	Station Building	Open		Commander to be responsible for Stations with Senior supervisors (Checkers) at each location	24rs	
	Shunting Yard	Open			24hrs	
	Main gate	Fenced			24hrs	
	Show grounds	Fenced			24hrs	
	Loco sheds	Open			24hrs	
Chingola	Station building	Open			24hrs	
Chambishi	Station building	Open			24hrs	
Luano	Station building	Open			24hrs	
Chililabomb we	Station building	Open			24hrs	
Mufulira	Station building	Open			24hrs	
TOTAL						

LOT 5: KABWE LOCO SHEDS AND WORKSHOPS

LOCATION	PREMISES	PHYSICAL SECURITY	PROPOSED SECURITY TYPE	LEVEL OF SUPERVISI ON	MAN HOURS	No. OF PERSONNEL
Workshops	Main gate	Wire fence			24hrs	

	Canteen area			Commander to be responsible for Stations with Senior supervisors (Checkers) at each location	12hrs	
	Admin				24hrs	
	C&W	Open			24hrs	
	Motive power	Open			24hrs	
	Stores Wards 310/410	open			24hrs	
Loco sheds	Main gate	Open		24hrs		
	Sheds	Open		24hrs		
TOTAL						

LOT 6: Passenger Train Escort

DESCRIPTION	ROUTE	SCOPE OF WORK	NUMBER OF GUARDS
Passenger Trains main line and Mulobezi	Kitwe	Unarmed - Preserving human life, work hand in hand with conductors and curbing vendors.	
	Ndola-Kabwe		
	Kabwe-Kafue		
	Kafue-Choma		
	Choma- Livingstone		
	Livingstone- Mulobezi		
TOTAL			

LOT 7: Radio Communication Base Stations

SN	LOCATION	PREMISES INSTALLATION /	PHYSICAL SECURITY	SCOPE OF WORK	MAN HOURS	NUMBER OF GUARDS
1	Senkobo	Radio base	Wire fence		24hrs	
2	Zimba	Radio base	Wire fence		24hrs	
3	Kalomo	Radio base	Wire fence		24hrs	
4	Tara	Radio base	Wire fence		24hrs	
5	Choma	ZNS Humba Radio base	Wire fence		24hrs	
		Radio base	Wire fence		24hrs	
6	Batoka	Radio base	Wire fence		24hrs	
7	Pemba	Kasiya Radio base	Wire fence		24hrs	
8	Monze	Radio base	Wire fence		24hrs	
		Munyumabisi Radio base	Wire fence		24hrs	
9	Mazabuka	Radio base	Wire fence		24hrs	
10	Kafue	Radio base	Wire fence		24hrs	
12	Chilanga	Linda Radio base	Wire fence		24hrs	
13	Lusaka	Kamaila radio base	Wire fence		24hrs	

14	Chisamba	Radio base	Wire fence		24hrs	
15	Kabwe	Mkumwanji Radio Base	Wire fence		24hrs	
		luanshimba Radio base	Wire fence		24hrs	
		Shipungu Radio base	wire fence		24hrs	
16	KapiriMposhi	Kalweo Radio base	Open		24hrs	
17	Ndola	Katanino Radio base	wire fence		24hrs	
		Kaloko Radio base	wire fence		24hrs	
		Kaniki Radio base	wire fence		24hrs	
		Mundawanga Radio base	Wire fence		24hrs	
18	Luanshya	Baluba Radio base	Wire fence		24hrs	
19	Kalulushi	Chambishi Radio base			24hrs	
TOTAL						

LOT 8: Freight Train Escort

SN	DESCRIPTION	ORIGINATING STATION	FREIGHT TRAIN DESCRIPTION	SCOPE OF WORK	NO. OF GUARDS PER TRAIN - 2
1	Escort of Freight Trains	Kitwe	Copper/Concentrate, Sugar, Fuel, Cement, Grain, Fertilizer trains etc	Armed security on all trains conveying high valued goods	Kitwe
		Ndola			Ndola
		Kapiri Mposhi			Kapiri Mposhi
		Kabwe			Kabwe
		Kafue			Kafue
		Mazabuka			Mazabuka
		Choma			Choma
		Livingstone			Livingstone
		TOTAL			

LOT 9- Railway line Inspection in selected areas.

5.2 Prequalification **has not** been undertaken.

5.3 The Qualification Information and Bidding forms to be submitted are as follows:

Preliminary Evaluation

S/NO.	PRELIMINARY REQUIREMENT
1	Certificate of Company Registration
2	Valid Tax Clearance Certificate
3	Written Power of Attorney
4	Company's Litigation Status
5	Duly signed Bid submission on company letter head
6	Bid Validity of 120 days
7	Bid Securing declaration
8	Duly signed Price Schedule
9	Proof of purchase of the tender document
10	A minimum of three (3) reputable referees/ clients
11	Valid Workmen's Compensation Certificate
12	PACRA print out showing names of owners/Directors
13	Certification from Zambia Police service
14	Certificate of site visit

Bidders not in Compliance with the Requirements will be disqualified at this stage.

Technical Evaluation

S/NO	TECHNICAL EVALUATION	WEIGHT SCORE %
1	Expertise of the firm	35
2	Proposed methodology, Approach and Implementation Plan	35
3	Management Structure and key personnel	15
4	Provide evidence of line of credit amounting to not less than K400,000.00 from a commercial bank/financial institution Alternatively a cash flow statement amounting to not less than K400,000.00	15
Total Score		100

Technical Proposal Evaluation		Weight Score%
Expertise of the firm/organization		
1.1	Reputation of Organization and staff, credibility, reliability and industrial standing demonstrated through	8
	statements of satisfactory performance over the past 3 years on assignments of similar nature, scope and complexity	

		History of litigation and arbitration	
		Age/size of the firm	
	1.2	General Organization Capability which is likely to affect implementation	
		Financial Stability	8
		Project Financing Capacity	
		Project Management Controls	
		Demonstrated ability and operational capacity to begin services shortly after the start date	
	1.3	Relevance of	
		Specialized Knowledge	10
		Operation of security and communication equipment (radios, portable metal detectors, firearms, handcuffs, sticks, whistles, spray, etc.)	
		Crowd Management, assessment of potential threats, crime prevention and handling incoming suspicious parcels	
		capacity to provide training and oversight to the guard force as required	
	1.4	Quality and standard of equipment for use in undertaking the assignment (i.e. rapid response vehicles, uniform and gear; communication equipment etc.)	9
	TOTAL SCORE		35
Proposed methodology, approach and implementation plan			
	2.1	To what degree does the service provider understand the task?	7
	2.2	Have the important aspects of the task been addressed in sufficient detail?	7
	2.3	Is the presentation clear and is the sequence of activities and planning logical, realistic and promise efficient implementation to the project?	9
	2.4	Is the scope of task well defined and does it correspond to the TOR?	12
	TOTAL SCORE		35
Management structure and key personnel			

	3.1	PROJECT MANAGER/GUARD FORCE COMMANDER	7
		At least 5 years' experience at a senior level with a qualification in Business administration/law/human resource/criminal investigations or equivalent	
	3.2	SUPERVISORS/CHIEF INSPECTOR	5
		At least 3 years' experience is supervising security guards with a minimum of certificate in military or police related qualification, must have worked in the police or other security firms	
	3.3	SECURITY GUARDS	3
		At least grade 12 and trained guards with a clean record (finger prints clearance by police headquarters should be provided)	
	TOTAL SCORE		15
Evidence of credit line			
4.1	Provide evidence of line of credit amounting to not less than K400,000.00 from a commercial bank/financial institution Alternatively a cash flow statement amounting to not less than K400,000.00	15	
TOTAL SCORE		15	
<p>Note: The minimum passing score of Technical Proposal is 70%</p> <p>The tender shall be awarded to the best evaluated bidder per lot.</p>			
5.4	The information needed for Bids submitted by joint ventures is Not Applicable		
5.5(a)	The minimum required annual volume of Services for the successful Bidder in any of the last five years: Not Applicable		
5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that they have executed during the last 5 years: Provide evidence of Contracts (with values) executed or being executed. (Purchase order or contract)		
5.5(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be N/A.		

5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Not Applicable
5.5	Subcontractors' experience Not applicable be taken into account.
B. Bidding Data	
9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be Five Copies plus One original
C. Preparation of Bids	
13.1	The language of the bid is: English
14.4	The Contract is not subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
15.1	Preferred currency Zambian Kwacha
16.1	The period of Bid validity shall be 120 days after the deadline for Bid submission specified in the BDS.
17.1	The Bidder shall provide: A Bid Securing Declaration on Headed Paper.
17.2	The amount of Bid Security shall be Not Applicable
18.1	Alternative bids Not Applicable
18.2	Alternative times for completion Not Applicable
18.4	Alternative technical solutions shall be permitted for the following parts of the Services: Applicable
D. Submission of Bids	
20.2	<p>Bidders Shall Not have the option of submitting their bids electronically.</p> <p>The Employer's address for the purpose of Bid submission is</p> <p>Zambia Railways Limited, Top Office, Corner of Ghana and Buntungwa Ave, P.O Box 80935, Kabwe, Zambia</p> <p>The deadline for bid submission is:</p> <p>Date: Friday, 6th November, 2020 at 10:30 Hours.</p>
21.1	The deadline for submission: Friday, 6th November, 2020 at 10:30 Hours.
E. Bid Opening and Evaluation	

24.1	<p>The bid opening shall take place at: Zambia Railways Limited -Top Office Main Boardroom, Top Office P.O Box 80935 Corner of Ghana and Buntungwa Ave., Kabwe, Zambia The deadline for bid submission is: Date: Friday, 6th November, 2020 at 10:30 Hours.</p>
29.1	<p>Currency chosen for the purpose of converting to a common currency. Zambia Kwacha Source of exchange rate: Friday, 6th November, 2020 at 10:30 Hours. Exchange rate date. Tender closing date</p>
F. Evaluation and Comparison of Bids	
ITB 33.1	<p>A margin of preference shall apply. The bids will be evaluated based on the preferential procurement clause stated in the ZPPA circular No.2 of 2011 and Statutory Instrument No.36 of 2011 as follows:</p> <ul style="list-style-type: none"> (a) Citizen Influenced Company- 4% (b) Citizen Empowered Company – 8% (c) Citizen Owned Company- 12% <p>Bidders must provide certification from the Citizen Economic Empowerment Commission to qualify for the above margins.</p>
37.1	<p>The Adjudicator proposed by the Employer is: Zambia Institute of Arbitrators. The hourly fee for this proposed Adjudicator shall be agreed by both parties.</p>

Section III. Bidding Forms

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Service Provider's Bid

[date]

To: *[name and address of Employer]*

Having examined the bidding documents including addenda No, we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers], [amount in words] [names of currencies]*.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "none")		

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(e) and GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed position

(a)
(b)

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
 - 2.2 The information in 1.12 above shall be provided for the joint venture.
 - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received funds towards the cost of the Services and intends to apply a portion of the proceeds of the funds to eligible payments under this Contract, it being understood (i) that payments by the Employer will be made only at the request of the Project Manager, (ii) that such payments will be subject, in all respects, to the terms and conditions of the Contract, and (iii) that no party other than the Employer shall derive any rights from the proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and

-
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Employer*]

[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

[*Authorized Representative*]

[*Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

[*name of member*]

[*Authorized Representative*]

[*name of member*]

[Authorized Representative]

Bid Security (Bank Guarantee)

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

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("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 _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) 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 _____ as Principal (hereinafter called “the Principal”), and _____, **authorized to transact business in** _____, as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Obligee (hereinafter called “the Procuring Entity”) in the sum of _____⁶ _____, 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 _____ (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)

⁶ The amount of the Bond shall be denominated in the currency of the Procuring Entity’s country or the equivalent amount in a freely convertible currency.

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

Bid-Securing Declaration

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

Date: _____
Bid No.: _____
Alternative No.: _____

To: _____

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 _____ starting on _____, 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: _____

In the capacity of: _____

Name: _____

Duly authorized to sign the bid for and on behalf of: _____

Dated on _____ day of _____, _____
Corporate Seal (where appropriate)

Part II – Activity Schedule

Section V. Activity Schedule

Armed and Unarmed Security Services					
Sn	Lot	Number of security personnel/Equipment	Unit Price Per Lot Per Month (VAT Exclusive)	VAT (16%)	Total Price Per Lot (Inclusive VAT)
	LOT 1 - SOUTHERN REGION				
	LOT 2-CENTRAL REGION				
	LOT 3 -NORTHERN REGION				
	LOT 4 -INTERMINE REGION				
	LOT 5- KABWE LOCO SHEDS AND WORKSHOPS				
	LOT 6 -PASSENGER TRAIN ESCORTS				
	LOT 7- RADIO COMMUNICATION BASES.				
	LOT 8- FREIGHT TRAIN ESCORT				
	LOT 9- RAILWAY LINE PATROLS				
Total Bid Price (Inclusive VAT)					

(see User's Guide)

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

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Section V. General Conditions of Contract

A. General Provisions

1.1 Definitions

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

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

the Service Provider' rights and obligations towards the Employer under this Contract;

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

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

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

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

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a

particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

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

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

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

not be effective until the consent of the relevant approvals authority as defined by the Public Procurement Act of 2008 has been obtained.

2.5 Force Majeure

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

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;

- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”⁷ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁸ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”¹⁰ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge

⁷ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes employees of other organizations taking or reviewing procurement decisions.

⁸ For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁹ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹⁰ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under Sub-Clause 1.7 above.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Funding

In the event that the Government suspends funding to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active

duty or on any type of leave, to perform any activity under this Contract;

- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

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

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

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

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

3.6 Reporting Obligations

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

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

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

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

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

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

3.9 Performance Security

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

4. Service Provider's Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary

to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price (a) The price payable in local currency is **set forth in the SCC.**

- (b) The price payable in foreign currency is set **forth in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment**
- Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments**
- If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 6.6 Price Adjustment**
- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:
- $$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$
- Where:
- P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.
- A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and
- Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

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

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

6.7 Dayworks

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

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

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

7. Quality Control

7.1 Identifying Defects

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

7.2 Correction of Defects, and

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability

Lack of Performance Penalty

period shall be extended for as long as Defects remain to be corrected.

- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

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

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

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

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer

and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in [<i>name of country</i>].”
1.1(a)	The Adjudicator is _____
1.1(e)	The contract name is _____.
1.1(h)	The Employer is _____
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Employer: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
3.2.3	Activities prohibited after termination of this Contract are: _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Employer’s liability and workers’ compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are _____.]
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>_____</p>
3.8.1	<p>The liquidated damages rate is _____ per day</p> <p>The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.</p>
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>_____</p>
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is _____.
6.3.2	<p>The performance incentive paid to the Service Provider shall be: _____</p> <p>_____</p>
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>➤ _____ (indicate milestone and/or percentage) _____</p> <p>➤ _____ (indicate milestone and/or percentage) _____ and</p> <p>➤ _____ (indicate milestone and/or percentage) _____</p> <p>Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.</p> <p>The interest rate is _____.</p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p style="padding-left: 40px;">A_L is _____</p> <p style="padding-left: 40px;">B_L is _____</p> <p style="padding-left: 40px;">C_L is _____</p> <p style="padding-left: 40px;">L_{mc} and L_{oc} are the index for Labor from _____</p> <p style="padding-left: 40px;">I_{mc} and I_{oc} are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p style="padding-left: 40px;">A_F is _____</p> <p style="padding-left: 40px;">B_F is _____</p> <p style="padding-left: 40px;">C_F is _____</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>L_{mc} and L_{oc} are the index for Labor from _____</p> <p>I_{mc} and I_{oc} are the index for _____ from _____</p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: _____</p> <p>The Defects Liability Period is _____.</p>
8.2.3	<p>The Adjudicator is _____. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____</p>
8.2.4	<p>The arbitration procedures of _____ will be used</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is _____</p>

Section VIII. Activity Schedule



ZAMBIA RAILWAYS LIMITED

Zambia Railways Limited is looking for reputable Security Companies to provide Armed and Unarmed Security services. General performance criteria shall include but not limited to providing armed and unarmed security services as set forth below:

- parking and traffic control
- Control public access to Zambia Railways facility and related premises during the specified hours
- Question and check ID of any one who enters the premises during and after normal working hours and record all entries and exits in the daily entrance and exit book.
- Admit only authorized personnel to the premises during and after normal working hours by handing out permits to visitors with details of work or business to be conducted.
- Record the details of all materials, equipment and property entering and leaving Zambia Railways premises into the entry and exit book.
- Perform inspections and detection of all security related incidents and violations of regulations and report to Zambia Railways Police officer in charge.
- Perform crowd controls before the arrivals and departure of passenger trains
- Conduct regular inspections on passenger's trains and report irregularities to the (Officials) conductors/ Railway Police Officer(s) on board.
- Prevent vendors from selling their merchandise on the railway platforms and on passenger trains
- Ensure that, all the passengers boarding trains have valid tickets.
- Ensure the safety of passengers boarding and disembarking trains by opening and closing the doors on time.

Scope of Work for Armed and Unarmed Security Services

The security firm is expected to provide security services and/or install security systems on ZRL locations subdivided into lots. The security firm must indicate the security type e.g. (armed (firearms)/unarmed, CCTV, etc.) and number of personnel required at each location as indicated below per Lot.

1. SUMMARY OF LOTS

LOT 1: Southern Region

LOCATION	PREMISES	PHYSICAL SECURITY	PROPOSED SECURITY TYPE	LEVEL OF SUPERVISION	MAN HOURS	No. OF PERSONNEL
Livingstone	Shunting yard	Open		Commander to be responsible for Stations with Senior supervisors (Checkers) at each location	24hrs	
	Station building	open			24hrs	
	Carpark	open			24hrs	
	Blue gate	Wire fence			24hrs	
	Refueling depot	Open			24hrs	
	Loco shed	open			24hrs	
Mulobezi	Station building	open			24hrs	
Senkobo	Siding	open			24hrs	
Choma	Station building	Open			24hrs	
Batoka	Station building	open			24hrs	
Kalomo	Station building	open			24hrs	
Monze	Station building	open			24hrs	
Magoye	Station building	open		24hrs		
TOTAL						

LOT 2: Central Region

LOCATION	PREMISES	PHYSICAL SECURITY	PROPOSED SECURITY TYPE	LEVEL OF SUPERVISION	MAN HOURS	No. OF PERSONNEL
Mazabuka	Guest house	Wire fence		Commander to be responsible for the Stations with Senior supervisors (Checkers) at each location	24hrs	
	Station building	Open			24hrs	
Neganega	Siding	Open			24hrs	
Kafue	Shunting yard	Open			24hrs	
	Station	Open			24hrs	
	Material yard	Open			24hrs	
	Flush but	Wire fence			24hrs	

	Fueling spar	Open			24hrs	
Chipongwe	Siding	Open			24hrs	
Mapepi	Siding	Open			24hrs	
Lusaka	Station building	Fenced			24hrs	
	Shunting yard	Open			24hrs	
	Showgrounds	Open			24hrs	
	Corporate office gate	Fenced			24hrs	
	Parcels office	Fenced			24hrs	
	Chilanga Lafarge yard	Open			24hrs	
	Yard office main gate	Open			24hrs	
	Njanji commuter	Fenced			24hrs	
	Fitter shop	Wire fence			24hrs	
Chisamba	Station building	Open			24hrs	
Kabwe	Shunting yard	Open			24hrs	
	Waiting hall	Open			24hrs	
	Parcels	Open			24hrs	
	Shitima main gate	Fenced			24hrs	
	Shitima Perimeter	fenced			24hrs	
	CTC Reception	fenced			24hrs	
	Shitima Reception	Fenced			24hrs	
	Njanji Club	Fenced			24hrs	
	Rayton house	Open			24hrs	
	Top office	Fenced			24hrs	
	10 Lumumba SQ	Fenced			24hrs	
	2 Lumumba SQ	Fenced			24hrs	
	4 Kakumbi	Fenced			24hrs	
Kabwe warriors stadium	Fenced			24hrs		
Chipata	Station building	Open			24hrs	
	Guest house	Open			24hrs	
TOTAL						

LOT 3: Northern Region

LOCATION	PREMISES	PHYSICAL SECURITY	PROPOSED SECURITY TYPE	LEVEL OF SUPERVISION	MAN HOURS	No. OF PERSONNEL
Bwana Mkubwa	Shunting yard	Open		Commander to be responsible for Stations with Senior supervisors	24hrs	
	Offices	Open			24hrs	
Ndola	Loco shed	Open			24hrs	
	Top office	Wire fence			24hrs	
	Signals Office	Open			24hrs	
	Shunting Yard	Open		24hrs		

	Chilanga Exchange Yard	Open		(Checkers) at each location	24hrs	
	Station Building	Open			24hrs	
	Main gate	Wire fence			24hrs	
	Refueling depot	Open			24hrs	
Kapiri-Mposhi	Yard	Open			24hrs	
	Offices	Open			24hrs	
TOTAL						

LOT 4: Intermine

LOCATION	PREMISES	PHYSICAL SECURITY	PROPOSED SECURITY TYPE	LEVEL OF SUPERVISION	MAN HOURS	No. OF PERSONNEL
Kitwe	Station Building	Open		Commander to be responsible for Stations with Senior supervisors (Checkers) at each location	24rs	
	Shunting Yard	Open			24hrs	
	Main gate	Fenced			24hrs	
	Show grounds	Fenced			24hrs	
	Loco sheds	Open			24hrs	
Chingola	Station building	Open			24hrs	
Chambishi	Station building	Open			24hrs	
Luano	Station building	Open			24hrs	
Chililabombwe	Station building	Open			24hrs	
Mufulira	Station building	Open			24hrs	
TOTAL						

LOT 5: KABWE LOCO SHEDS AND WORKSHOPS

LOCATION	PREMISES	PHYSICAL SECURITY	PROPOSED SECURITY TYPE	LEVEL OF SUPERVISION	MAN HOURS	No. OF PERSONNEL	
Workshops	Main gate	Wire fence		Commander to be responsible for Stations with Senior supervisors (Checkers) at each location	24hrs		
	Canteen area				12hrs		
	Admin				24hrs		
	C&W	Open			24hrs		
	Motive power	Open			24hrs		
	StoresWards 310/410	open			24hrs		
Loco sheds	Main gate	Open				24hrs	
		Open				24hrs	
	Sheds						
TOTAL							

7.2.1.1 SPECIFIC REQUIREMENTS FOR LOT FIVE: KABWE LOCO SHEDS AND WORKSHOPS**Main Gates:**

Responsibilities:

- a) To ensure physical integrity and safety of the ZRL Premises (Workshops and Loco-sheds)
- b) To sensor entry/exit of unauthorized equipment
- c) Use of employee Identity cards to restrict entrance at ZRL Workshops, and Loco shed
- d) To control all the movements of the ZRL property into and out of the premises;
- e) Monitor electronic surveillance equipment.
- f) To control/monitor the fire/security control alarm equipment. Ensure that alarm activations are handled promptly and properly.
- g) To receive the incoming document with observance of the safety measures. Each package and parcel received should be carefully examined, when necessary by metal detector. To inform immediately the staff member concerned on the arrival of package or parcel.
- h) Immediately inform responsible Agency Official and/or local police of unattended vehicles/suspicious or emergency events in the vicinity of the ZRL premises
- i) To inform immediately the responsible Agency Official and in case of receiving information on emergency situation with ZRL employee(s) or ZRL Personnel

Perimeters:

- a) To conduct regular patrols checking for trespassers
- b) Monitor access to and movement within the perimeter of the premises, including restricted areas and report on procedures violation,

Sheds/C&W/Motive power:

Thorough regular patrols around the areas to ensure all equipment is intact

Stores (310 & 410):

- a) Check all items in and out of the stores
- b) To only allow authorized personnel into the stores

LOT 6: Passenger Train Escort

DESCRIPTION	ROUTE	SCOPE OF WORK	# OF GUARDS
Passenger Trains main line and Mulobezi	Kitwe	Unarmed - Preserving human life, work hand in hand with conductors and curbing vendors.	
	Ndola-Kabwe		
	Kabwe-Kafue		
	Kafue-Choma		

	Choma- Livingstone		
	Livingstone-Mulobezi		
TOTAL			

LOT 7: Radio Communication Base Stations

SN	LOCATION	PREMISES / INSTALLATION	PHYSICAL SECURITY	SCOPE OF WORK	MAN HOURS	# OF GUARDS
1	Senkobo	Radio base	Wire fence		24hrs	
2	Zimba	Radio base	Wire fence		24hrs	
3	Kalomo	Radio base	Wire fence		24 hrs	
4	Tara	Radio base	Wire fence		24hrs	
5	Choma	ZNS Humba Radio base	Wire fence		24hrs	
		Radio base	Wire fence		24 hrs	
6	Batoka	Radio base	Wire fence		24hrs	
7	Pemba	Kasiya Radio base	Wire fence		24hrs	
8	Monze	Radio base	Wire fence		24hrs	
		Munyumabisi Radio base	Wire fence		24 hrs	
9	Mazabuka	Radio base	Wire fence		24hrs	
10	Kafue	Radio base	Wire fence		24hrs	
12	Chilanga	Linda Radio base	Wire fence		24 hrs	
13	Lusaka	Kamaila radio base	Wire fence		24hrs	
14	Chisamba	Radio base	Wire fence		24 hrs	
15	Kabwe	Mkumwanji Radio Base	Wire fence		24hrs	
		luanshimba Radio base	Wire fence		24 hrs	
		Shipungu Radio base	wire fence		24 hrs	
16	KapiriMposhi	Kalweo Radio base	Open		24 hrs	
17	Ndola	Katanino Radio base	wire fence		24hrs	
		Kaloko Radio base	wire fence		24hrs	

SN	LOCATION	PREMISES INSTALLATION /	PHYSICAL SECURITY	SCOPE OF WORK	MAN HOURS	# OF GUARDS
		Kaniki Radio base	wire fence		24hrs	
		Mundawanga Radio base	Wire fence		24hrs	
18	Luanshya	Baluba Radio base	Wire fence		24hrs	
19	Kalulushi	Chambishi Radio base			24hrs	
TOTAL						

LOT 8: Freight Train Escort

SN	DESCRIPTION	ORIGINATING STATION	FREIGHT TRAIN DESCRIPTION	SCOPE OF WORK	# OF GUARDS PER TRAIN - 2
1	Escort of Freight Trains	Kitwe	<ul style="list-style-type: none"> • Copper/Concentrates trains • Sugar Trains • Fuel Trains • Cement trains • Grain trains • Fertilizer train 	Armed security on all trains conveying high valued goods	Kitwe – Ndola – Kapiri Mposhi - Kabwe – Kafue – Mazabuka - Choma – Livingstone -
		Ndola			
		Kapiri Mposhi			
		Kabwe			
		Kafue			
		Mazabuka			
		Choma			
		Livingstone			
TOTAL					

1.5.1 Notes to Lot 8

- a) When escorting freight trains, the security company will provide armed officers, escort vehicles, and will be responsible for the safe delivery of traffic, and attend to derailments in case of any.
- b) The security service provider will only be paid when a service has been provided.

LOT 9- Railway line patrols in selected areas

2. MANDATORY REQUIREMENTS FOR ALL LOTS

- i. The service provider must be registered with a license for provision of armed and unarmed security personnel with the Zambia Police Service
- ii. Must provide three letters of recommendation for provision of security services of similar magnitude from reputable organizations.
- iii. Should have at least three (3) years' experience in providing physical security services.
- iv. Must have a worker's compensation certificate for all personnel to be deployed in ZRL premises
- v. Must provide a copy of audited financial statement for the last two years or six months bank statement duly certified by the bank
- vi. Must provide a duly certified letter from the labour office as proof of compliance with prevailing labour laws with respect to minimum wage

3. RESPONSIBILITIES OF THE SERVICE PROVIDER

The security service provider is expected to:

- i. Ensure safety and security of ZRL property entrusted to the deployed personnel
- ii. Provide armed security services for sensitive goods and protect customer's goods from theft/loss and damages
- iii. Installation of CCTV where there's need. The service provider to assess premises in ZRL that will require CCTV.
- iv. Ensure physical integrity and safety of all ZRL premises and assets. The security firm will be liable for any loss as a result of theft
- v. Continuous assessment of ZRL security demand, and offer recommendations to Management
- vi. Provide ZRL with daily incident reports
- vii. Ensure that its personnel are physically capable of standing watch, patrol i.e. not having consumed alcoholic beverages or other types of intoxicants within the previous twelve (12) hours, and are sufficiently rested for minimum of eight (8) hours before each shift.
- viii. Provide extra security personnel on as and when required basis
- ix. Honor their personnel with all statutory liabilities such as their monthly salary, medical insurance, compensation and other related costs
- x. Provide an investigative wing at their cost, whenever there's an incident that may require such a service.
- xi. The security company shall provide all uniform apparel and equipment to its personnel. Uniformed personnel are expected to keep a clean, neat appearance and present a professional bearing. On a duty shift, they shall be cleanly shaven and with their uniform items in good order, clean and properly pressed, with black shoes or boots properly polished.

- xii. Provide adequate supervision to ensure proper performance of the deployed personnel in accordance with the prevailing assignment and/or instruction agreed between the two parties
- xiii. The service provider will provide Records and Reports;
- xiv. All administrative files shall be kept at ZRL facilities/premises.
- xv. Regular performance meetings will be held between the ZRL Responsible Officer (RO) and the security company or its senior representative, not less than once per month.

4. ZRL expectations from deployed Security personnel

The security company shall ensure that all its personnel employed and assigned to perform under the contract meet or exceed the following minimum criteria:

- i. Must be at least 20 years of age, and utmost 45 years of age, with an exception on the age of the commandant, who could be utmost 50 years of age;
- ii. Must have no criminal record
- iii. Must be able to communicate effectively in English
- iv. Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties
- v. Have adequate color acuity and be capable of hearing normal conversation at three (3) meters with both ears, without the benefit of a hearing aid
- vi. Trained to follow the COVID-19 rules and regulations as the new normal
- vii. Immediately inform relevant authority within ZRL or beyond ZRL of vehicles and persons unattended to or any suspicious/emergency events in the vicinity of the premises
- viii. Ensure all offices/rooms are locked, electricity switched off and no water leakages after office hours
- ix. Be polite and attentive to all visitors while attending to them
 - x. All personnel deployed must be in appropriate corporate uniform.
 - xi. All security personnel must have identification cards at all times.

5. Security Equipment and Documents Required Not Limited To The List Below

No.	Equipment for every officer	Gate, Reception and Inquiry Requirements
1.	Baton sticks	Occurrence books
2.	Handcuffs	Register book for visitors and vehicles
3.	Torches	Incoming and outgoing traffic
4.	Whistle	Record of fuel levels in locomotives
5.	Phones	Discrepancy register
6.	Stun gun	On duty/off duty register
7.		Phone
8.		Metal detectors

6. RESPONSIBILITIES OF ZRL

- a) To certify all invoices before payments
- b) Hold accountable the security service provider and make claims for any lost/stolen ZRL property and Customer goods
- c) Monitor the supervision of deployed personnel
- d) Inform the Service Provider when to avail freight Train escort
- e) Check on all handover and takeover certificates on trains and at stations.
- f) Check on performance on passenger trains.
- g) Monitor performance at radio communication base stations.
- h) Custodian of all information as may be deemed confidential

Section IX. Contract Forms

Table of Forms

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Performance Bank Guarantee (Conditional)

This Agreement is made on the _____ day of _____, _____ between _____ of _____ (hereinafter called "the Guarantor") of the one part and _____ of _____ (hereinafter called "the Employer") of the other part.

Whereas

(1) This Agreement is supplemental to a contract (hereinafter called the Contract) made between _____ of _____ (hereinafter called the Service Provider) of the one part and the Employer of the other part whereby the Service Provider agreed and undertook to execute the Services of _____ for the sum of _____ being the Contract Price; and

(2) The Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

Now therefore the Guarantor hereby agrees with the Employer that upon receipt of

- (1) a written notice to the Guarantor from the Service Provider, or
- (2) a written notice to the Guarantor from the Adjudicator, or
- (3) a binding arbitration or Court award confirming that the amount of the Guarantee is payable to the Employer,

the Guarantor will indemnify and pay the Employer the sum of _____, _____ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, provided that the Employer or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor not later than the date of issue of the Defects Liability Certificate.

The Guarantor shall not be discharged or released from his Guarantee by an arrangement between the Service Provider and the Employer, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Service Provider, or by any forbearance on the part of the Service Provider, whether as to the payment, time, performance or otherwise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

Given under our hand on the date first mentioned above.

Signed by _____
for and on behalf of the Guarantor in the presence of _____

Signed by _____
for and on behalf of the Employer in the presence of _____

Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

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

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Performance Bond

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

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

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

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

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

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

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

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

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

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

Bank Guarantee for Advance Payment

To: _____

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, _____ (hereinafter called “the Service Provider”) shall deposit with _____ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

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

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

INVITATION FOR BIDS

TENDER NO. ZRL/ONB/DHRA/002/2020- TENDER FOR THE PROVISION OF ARMED AND UNARMED SECURITY SERVICES

1. 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.
2. Zambia Railways Limited now invites sealed bids from eligible bidders for the provision of armed and Unarmed Security Services.
3. Interested eligible bidders may obtain further information from Manager Procurement, 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 can also be accessed from the Regional Procurement Offices (Lusaka, Ndola, Kitwe and Livingstone) and from 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 1,000.00** or its equivalent at the time of purchase in any freely convertible currency.
4. The bids should be sent and clearly marked “**TENDER NO. ZRL/ONB/DHRA/002/2020 TENDER FOR THE PROVISION OF ARMED AND UNARMED SECURITY SERVICES**” 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 6th November, 2020 at 10:00 hours local time. HOWEVER, ELECTRONIC OFFERS WILL NOT BE ACCEPTED.**
5. Pre-Bid Meeting at the Bidders Own Cost shall be on 14th October, 2020, 10:00hrs at ZRL Top office in Kabwe.
6. Site Visitation will begin on the 16th October, 2020 at bidder’s own cost. Schedule for the site visitation will be discussed at the pre-bid meeting. Site visitation is Mandatory.
7. Bidders should pay attention to the following information:

Item No.	Description of Item	Date
1	Date and Time of commencement of inspection/sale of Bidding Documents	Tuesday, 6th October, 2020 at 08:30 hour’s local time. Bidders are advised to inspect and purchase the bidding documents at a non-refundable fee of K 1000.00 or its equivalent.
2	Last Date for requesting any clarifications	28th October,2020
3	Date for Pre-bid meeting at bidders’ own cost	Wednesday, 14th October, 2020at ZRL Top Office, Kabwe
4	Site Visitation	From 16th October,2020 to 23rd October, 2020 (mandatory)
4	Last Date and Time for receipting of bids at ZRL top offices (Address as given above)	Friday 6th November at 10:30 Hours local time.
5	Date and time of opening of bids	6th November, 2020 at 10:30 hour’s local time.

Ms. Nduku Mwale
Acting Manager Procurement
For/ CHIEF EXECUTIVE OFFICER
ZAMBIA RAILWAYS LIMITED