



## **SOLICITATION DOCUMENT**

**IFB Number: ZACL/OIB/ILS/08/2018**

**Tender for the Supply, Delivery, Installation and Commissioning of an Instrument Landing System (ILS) at Kenneth Kaunda International Airport**

**Financing Agency**

**Zambia Airports Corporation Limited**

**Zambia Airports Corporation Limited  
Kenneth Kaunda International Airport  
P.O. Box 30175  
LUSAKA**

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**APRIL 2018**

**IFB Number: ZACL/OIB/ILS /08/2018**

**Invitation for Bids (IFB)**

**Tender No. ZACL/OIB/ILS /08/2018 - Tender for the Supply, Delivery, Installation and Commissioning of an Instrument Landing System (ILS) at Kenneth Kaunda International Airport**

The Zambia Airports Corporation has set aside some funds and intends to apply part of the funds to cover eligible payments under the contract for the Supply, Delivery, Installation and Commissioning of an Instrument Landing System (ILS) at Kenneth Kaunda International Airport.

The Zambia Airports Corporation Limited now invites sealed bids through Open International Bidding for the Supply, Delivery, Installation and Commissioning of an Instrument Landing System (ILS) at Kenneth Kaunda International Airport.

Interested eligible bidders may obtain further information from and inspect the bidding document from The Secretary Procurement Committee, Zambia Airports Corporation Limited, 1<sup>st</sup> floor, Kenneth Kaunda International Airport, P.O. Box 30175, Lusaka, Zambia. The telephone numbers are 260-211-271390 / 271313 and the Telefax number is 260-211-271083. The bidding document can also be accessed on the Zambia Airports Corporation Limited website: [www.zacl.co.zm](http://www.zacl.co.zm). **However, telegraphic and/or electronic offers will not be accepted.**

A complete set of bidding documents in English should be purchased by interested bidders from the Zambia Airports Corporation Limited upon payment of a non-refundable fee of **K1,000.00** cash or by bank certified cheque.

Bids sealed and clearly marked **“Tender for the Supply, Delivery, Installation and Commissioning of an Instrument Landing System (ILS) at Kenneth Kaunda International Airport”** addressed to the Managing Director, Zambia Airports Corporation Limited, Kenneth Kaunda International Airport, P. O. Box 30175, Lusaka, Zambia must be deposited not later than **Friday 8<sup>th</sup> June 2018 at 10:00 hour’s local time.**

Bids must be deposited in the Tender Box located on the landing platform, 1<sup>st</sup> Floor, Zambia Airports Corporation Limited, Kenneth Kaunda International Airport, Lusaka on or before **Friday 13th January 2017 at 10:00 hours local time** and must be accompanied by a bid security of not less than two percent (2%) of the bid price duly signed and sealed by the Guarantor(s).

The closing date for the receipt of bids is **Friday 8<sup>th</sup> June at 10:00 hour’s local time** and any bid received after the time and date stipulated above **will not be accepted.** Bids will be opened in the Conference Room on the 1<sup>st</sup> Floor, Zambia Airports Corporation Limited, Kenneth Kaunda International Airport, Lusaka, on the same date soon after closing in the presence of bidders or their representatives who choose to attend.

Managing Director

**ZAMBIA AIRPORTS CORPORATION LIMITED**

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## **PART 1 – Bidding Procedures**



# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### General

#### Scope of Bid

- 1.1 The Procuring Entity **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this Open International Bidding (OIB) procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
  - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa;
  - (c) “day” means calendar day;
  - (d) the term “Contract Manager” refers to the officer, body or institution appointed under Section 57 of the Public Procurement Act of 2008;
  - (e) “Government” refers to the Government of the Republic of Zambia, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2008; and
  - (f) “ZPPA” refers to the Zambia Public Procurement Authority.

#### Source of Funds

- 2.1 The Procuring Entity **specified in the BDS** has applied for or received financing (hereinafter called “funds”) toward the cost of the project or programme **named in the BDS**. The Procuring Entity intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 2.2 Payments by the Procuring Entity will be made only at the request of the Contract Manager **named in the BDS**.

#### Fraud and Corruption

- 3.1 It is Government’s policy to require that Procuring Entities (including any beneficiaries of the funds), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers

and suppliers under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, Government:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>2</sup>;
  - (iii) “collusive practice” is an arrangement between two or more parties<sup>3</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;
  - (v) “obstructive practice” is
    - (b) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (c) acts intended to materially impede the exercise

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

<sup>2</sup>“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.

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

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

of an inspection and audit rights provided for under sub-clause 3.2 below.

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

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

- (1) 3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

## **Eligible Bidders**

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties

in this bidding process, if they:

- (a) are associated with a firm which has been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
  - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;
- (2) 4.3-4.4 A firm that has been sanctioned by ZPPA in accordance with the above ITB Clause 3.1 (d), shall be ineligible to be awarded a Government-financed contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as ZPPA shall determine. The list of debarred firms is available at the electronic address specified in the **BDS**.
- (3) 4.5 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 34 of the Public Procurement Act of 2008. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it meets the provisions of Section 34(2) of the Public Procurement Act of 2008.
- (4) 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

**Eligible Goods and  
Related  
Services**

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by Government may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## Contents of Bidding Documents

- Sections of Bidding Documents** 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

### **PART 1 Bidding Procedures**

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

### **PART 2 Supply Requirements**

- Section VI. Schedule of Requirements

### **PART 3 Contract**

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

- 6.2 The Invitation for Bids issued by the Procuring Entity is not part of the Bidding Documents.
- 6.3 The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Procuring Entity.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

**Clarification of Bidding Documents**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those

who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

**Amendment of  
Bidding  
Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Procuring Entity.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

**Preparation of Bids**

**Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**Documents  
Comprising the  
Bid**

- 11.1 The Bid shall comprise the following:
  - (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
  - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

- (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document **required in the BDS.**

**Bid Submission  
Form and Price  
Schedules**

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

**Alternative Bids**

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

**Bid Prices and  
Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of

the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

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

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be*



*paid by the Procuring Entity. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

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

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

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices

quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

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

functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.

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

**Documents  
Establishing the  
Qualifications  
of the Bidder**

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:
- (5) (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Zambia;
  - (b) that, if **required in the BDS**, in case of a Bidder not doing business within Zambia, the Bidder is or will be (if awarded the contract) represented by an Agent in Zambia equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**Period of Validity  
of Bids**

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without

forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

## **Bid Security**

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

- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in Zambian Kwacha or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside Zambia, it shall have a correspondent financial institution located in Zambia to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
- (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

- 21.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be

rejected by the Procuring Entity as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 43;

(ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or

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

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

#### **Format and Signing of Bid**

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

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

sign on behalf of the Bidder.

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

### **Submission and Opening of Bids**

#### **Submission, Sealing and Marking of Bids**

- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

- 23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

- (6) 23.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

#### **Deadline for Submission of Bids**

- 24.1 Bids must be received by the Procuring Entity at the address and no later than the date and time **specified in the BDS**.

- 24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**Late Bids**

- 25.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**Withdrawal,  
Substitution,  
and  
Modification of  
Bids**

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
  - (b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

**Bid Opening**

- 27.1 The Procuring Entity shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes

marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

### **Evaluation and Comparison of Bids**

#### **Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and postqualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid



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

**Clarification of Bids**

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the bids, in accordance with ITB Clause 31.

**Responsiveness of Bids**

- 30.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**Nonconformities, Errors, and Omissions**

- 31.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the

Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Bidder that submitted the best-evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**Preliminary  
Examination of  
Bids**

32.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

**Examination of  
Terms and  
Conditions;  
Technical  
Evaluation**

33.1 The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 The Procuring Entity shall evaluate the technical aspects of the

Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

**Conversion to  
Single Currency**

- 34.1 For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.

**Domestic  
Preference**

- 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.

**Evaluation of Bids**

- 36.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Procuring Entity shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
  - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
- 36.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in Zambia, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside Zambia, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the best-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

#### **Comparison of Bids**

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

#### **Postqualification of the Bidder**

38.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the best-evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next best-evaluated bid to make a similar determination of that Bidder's capabilities to perform

satisfactorily.

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

- 39.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

**Award of Contract**

**Award Criteria**

- 40.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the best-evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**Procuring Entity's  
Right to Vary  
Quantities at  
Time of Award**

- 41.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**Notification of  
Award**

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

will discharge its bid security, pursuant to ITB Clause 21.4.

**Signing of Contract** 43.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to the Republic of Zambia, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Procuring Entity that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**Performance  
Security**

44.1 Within twenty eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the Contract to the next best-evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: <b>Zambia Airports Corporation Limited, P.O. Box 30175, Lusaka 10101, Zambia</b>
ITB 1.1	<b>The name and identification number of the tender are: Tender for the Supply, Delivery, Installation and Commissioning of an Instrument Landing System (ILS) at Kenneth Kaunda International Airport-Tender No. ZACL/OIB/ILS/08/2018</b>
ITB 2.1	The Procuring Entity is: <b>Zambia Airports Corporation Limited, P.O. Box 30175, Lusaka 10101, Zambia</b>
ITB 2.1	The name of the Project is: <b>Tender for the Supply, Delivery, Installation and Commissioning of an Instrument Landing System (ILS) at Kenneth Kaunda International Airport.</b>
ITB 4.3-4.4	Lists of debarred firms is available at <a href="http://www.ppa.org.zm">http://www.ppa.org.zm</a>
	<b>B. Contents of Bidding Documents</b>
ITB 7.1	<p>For <u>Clarification of bid purposes</u> only, the Procuring Entity's address is:            Attention: <b>The Senior Manager – Procurement &amp; Supplies</b>            Address: <b>Zambia Airports Corporation Limited, P.O. Box 30175, Lusaka 10101, Zambia</b>            City: <b>Lusaka</b>            ZIP Code: <b>10101</b>            Country: <b>Zambia</b>            Telephone: <b>260 211 271083</b>            Facsimile number: <b>260 211 271083</b>            Electronic mail address: <b>rejoice.chalieba@zacl.aero</b>            The pre – bid meeting shall be conducted at bidders own cost as follows;  <b>Date: 10<sup>th</sup> May 2018.</b></p>

	Time: <b>10.00 hours local time</b> Place: <b>Conference room situated on the 1<sup>st</sup> floor at Kenneth Kaunda International Airport, opposite Procurement Offices</b>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	The language of the bid is: <b>English.</b>
<b>ITB 11.1 (h)</b>	The Bidder shall submit the following additional documents in its bid: <b>Certificate of registration / Incorporation</b> <b>Joint venture agreement, in case of joint ventures</b>
<b>ITB 13.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB 14.5</b>	The Incoterms edition is: <b>Incoterms 2012.</b>
<b>ITB 14.6 (b) (i) and (c) (iii)</b>	Place of Destination: <b>Kenneth Kaunda International Airports</b>
<b>ITB 14.6 (a) (iii);(b)(ii) and (c)(v)</b>	“Final destination (Project Site)”: <b>Kenneth Kaunda International Airports</b>
<b>ITB 14.6 (b) (iii)</b>	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside Zambia shall be quoted: <b>CIP</b>
<b>ITB 14.7</b>	The prices quoted by the Bidder <i>shall not</i> be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.
<b>ITB 14.8</b>	Prices quoted for each lot shall correspond at least to % of the items specified for each lot: <b>Not Applicable</b>  (7) Prices quoted for each item of a lot shall correspond at least to percent of the quantities specified for this item of a lot: <b>Not Applicable</b>
<b>ITB 15.1</b>	The Bidder <i>is</i> required to quote in <b>Zambian Kwacha</b> the portion of the bid price that corresponds to expenditures incurred in <b>Zambian Kwacha</b> .
<b>ITB 18.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>10 years</b>



ITB 19.1 (a)	Manufacturer's authorization is: <b><i>Required</i></b>
ITB 19.1 (b)	After sales service is: <b><i>Required</i></b>
ITB 20.1	The bid validity period shall be <b>ninety (90) days</b> .
ITB 21.1	<b>Bid shall include a Bid Security (issued by bank or surety) included in Section IV</b>
ITB 21.2	The amount of the Bid Security shall be: <b>Minimum 2% of bid sum</b>
ITB 21.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Procuring Entity will declare the Bidder ineligible to be awarded contracts by the Procuring Entity for a period of N/A years.
ITB 22.1	In addition to the original of the bid, the number of copies is: <b>one (01) original &amp; five (05) copies</b>
	<b>D. Submission and Opening of Bids</b>
ITB 23.1	Bidders <b><i>shall not</i></b> have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <b>Not/Applicable</b>
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <b>Tender for the Supply, Delivery, Installation and Commissioning of an Instrument Landing System (ILS) at Kenneth Kaunda International Airport No. ZACL/OIB/AIMS-ILS/08/2018</b>
ITB 24.1	For bid submission purposes, the Procuring Entity's address is: Attention: <b>The Managing Director</b> Address: <b>Zambia Airports Corporation Limited, P.O. Box 30175, Lusaka 10101, Zambia.</b> Address: <b>Lusaka</b> Floor-Room number: <b>Tender box situated on Landing Platform, 1<sup>st</sup> floor, Kenneth Kaunda International Airport.</b> City: <b>Lusaka</b> ZIP Code: <b>10101</b> Country: <b>Zambia</b>

	<p>The deadline for the submission of bids is:</p> <p>Date: <b>8<sup>th</sup> June 2018</b></p> <p>Time: <b>10:00 hours local time</b></p>
<b>ITB 27.1</b>	<p>The bid opening shall take place at: <b>Zambia Airports Corporation Limited</b></p> <p>Street Address: <b>Kenneth Kaunda International Airport, Lusaka</b></p> <p>Room number: <b>Conference room, 1<sup>st</sup> floor, Opposite Procurement Offices</b></p> <p>City: <b>Lusaka</b></p> <p>Country: <b>Zambia</b></p> <p>Date: <b>8<sup>th</sup> June 2018</b></p> <p>Time: <b>10:00 hours local time</b></p>
<b>ITB 27.1</b>	<p>If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <b>Not Applicable</b></p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	<p>Bid prices expressed in different currencies shall be converted in: <b>Zambian Kwacha</b></p> <p>The source of exchange rate shall be: <b>Bank of Zambia</b></p> <p>The date for the exchange rate shall be <b>date of tender opening</b></p>
<b>ITB 35.1</b>	<p>Domestic preference <i>shall not</i> be a bid evaluation factor.</p>
<b>ITB 36.3(a)</b>	<p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p>

<b>ITB 36.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <b>No</b>.</p> <p>(b) Deviation in payment schedule: <b>35% interest rate per annum</b>.</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: <b>Yes</b>.</p> <p>(d) the availability in Zambia of spare parts and after-sales services for the equipment offered in the bid. <b>Yes</b></p> <p>(e) the projected operating and maintenance costs during the life of the equipment <b>Yes</b></p> <p>(f) the performance and productivity of the equipment offered; <b>No</b></p>
<b>ITB 36.6</b>	Bidders <i>shall not</i> be allowed to quote separate prices for one or more lots.
	<b>F. Award of Contract</b>
<b>ITB 41.1</b>	<p>The maximum percentage by which quantities may be increased is: <b>15%</b></p> <p>The maximum percentage by which quantities may be decreased is: <b>15%</b></p>



### Section III. Evaluation and Qualification Criteria

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

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

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## 1. Domestic Preference (ITB 35.1)

If the Bidding Data Sheet so specifies, the Procuring Entity will grant a margin of preference to goods manufactured in Zambia for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in Zambia, for which (i) labor, raw materials, and components from within Zambia account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in Zambia.
- (c) **Group C:** Bids offering Goods manufactured outside Zambia that have been already imported or that will be imported.

To facilitate this classification by the Procuring Entity, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Procuring Entity's reclassification of the bid into its appropriate bid group.

The Procuring Entity will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the best-evaluated bid of each group. Such best-evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the best-evaluated, it shall be selected for the award.

If, as a result of the preceding comparison, the best-evaluated bid is from Group C, the best-evaluated bid from Group C bids will then be further compared with the best-evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group C, for the purpose of further comparison only an amount equal to fifteen (15) percent of the CIP (named place of destination) bid price. The best-evaluated bid determined from this last comparison shall be selected for the award."

## 2. Evaluation Criteria (ITB 36.3 (d))

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

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

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

- (b) *Deviation in payment schedule. The SCC stipulates the payment schedule specified by the Procuring Entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Entity, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 36.3 (d).*
- (c) *Cost of major replacement components, mandatory spare parts, and service. The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 18.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.*
- (d) *Availability in Zambia of spare parts and after sales services for equipment offered in the bid.*

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

- (e) *Projected operating and maintenance costs.*

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 36.3(d).
- (f) *Performance and productivity of the equipment: An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 36.3(d).*

- (g) Specific additional criteria

*Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 36.3(d)]*

### **3. Multiple Contracts (ITB 36.6)**

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

The Procuring Entity shall:

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

### **4. Post qualification Requirements (ITB 38.2)**

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

- (a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): Latest audited financial statements.

- (b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): similar deliveries in the last five years.

- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Fully compliant or exceeding ICAO Annex 10 Volume IV recommendations including latest amendments and EUROCONTROL recommendations, compliant with EMC Safety requirements.



## **Section IV. Bidding Forms**

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## Bidder Information Form

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

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

## Joint Venture Partner Information Form

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

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

## Bid Submission Form

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

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

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

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

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

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Price Schedule Forms

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

**NB. BIDDERS SHOULD INCLUDE A PROVISION OF TEN (10) % OF THE BID SUM AS A CONTINGENCY FEE**

## Price Schedule: Goods Manufactured Outside Zambia, to be Imported

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

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

## Price Schedule: Goods Manufactured Outside Zambia, already imported

(Group C bids, Goods already imported)  Currencies in accordance with ITB Sub-Clause 15										Date: _____ OIB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Zambia to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[ insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Zambia]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

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



## Price Schedule: Goods Manufactured in Zambia

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

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

## Price and Completion Schedule - Related Services

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

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

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**NB.THE BIDDERS SHOULD INCLUDE A PROVISION OF TEN (10%) OF THE BID SUM AS CONTIGENCY FEE**

## Bid Security (Bank Guarantee)

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

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Procuring Entity]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
*[signature(s)]*

## Bid Security (Bid Bond)

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

BOND NO. \_\_\_\_\_

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

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

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

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

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

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

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

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
 Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

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

## Bid-Securing Declaration

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

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

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

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

To: *[complete name of Procuring Entity]*

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

## Manufacturer's Authorization

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

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

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

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

(8)

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

### WHEREAS

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

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

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

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

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*





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## Section V. Eligible Countries

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

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



## **PART 2 – Supply Requirements**

## **Section VI. Schedule of Requirements**

### **Contents**

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## Notes for Preparing the Schedule of Requirements

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

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

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

## **Specifications**

**Tender for the Supply, Delivery, Installation and Commissioning of an Instrument Landing System (ILS) at Kenneth Kaunda International Airport**

## **SECTION V. SCHEDULE OF REQUIREMENTS**

## 1. INTRODUCTION

This Document describes requirement to Supply, Deliver, Install and Commission an Instrument Landing System (ILS) at Kenneth Kaunda International Airports.

Various factors need to be taken into account in order to generate the sub-systems architecture and install the ILS. These include:

- a) Localizer electronic system (LOC) and localizer antenna subsystems
- b) Glide slope electronic system (GP) and glide slope antenna subsystems
- c) Distance indication equipment - DME subsystem
- d) Localizer and Glide Path Near Field monitoring
- e) Remote Control and Maintenance System (RCMS)
- f) Remote status unit (RSU) on Control Tower Console and Approach Control Console
- g) ILS configuration including :
  - a. LOC Transmitter
    - i. Single Frequency (LOC-1F)
  - b. LOC Antenna Subsystem
    - i. Element type and number of elements in the array
    - ii. Height of the support
  - c. GP Transmitter
    - i. Single Frequency (GP-1F)
  - d. GP Antenna Subsystem
    - i. Null reference (0-Type, 0-Ref)
    - ii. Sideband reference (B-Type, B-Ref)
- h) Distance measuring equipment (DME) instead of markers
- i) The linking of the LOC and GP site through a UHF radio link
- j) Adequate Standby Supply (UPS)
- k) Renovation to the LOC antenna and LOC Nearfield Monitor slabs
- l) Optional to re-use the GP Antenna and the GP Near Field Monitor Masts
- m) Renovations to the LOC and GP Shelters including the provision of adequate Air conditioners
- n) Provision of spares
- o) Provision of Adequate Test Equipment and Tools
- p) Training of Operations and Technical Staff
- q) Compliance to International Civil Aviation Organisation requirements



- r) The conduct of commissioning Flight Inspection
- s) A three year maintenance contract

## **2. TENDERER REFERENCES**

The tenderer is requested to provide a list of references for ILS installed worldwide in the last three years to prove experience in similar works. The tenderer is also requested to provide OEM for subsystems they do not manufacture, and to provide evidence to conduct ILS training in its own premises.

The Tenderer shall be an ISO certified manufacturer.

Hardware and software design, quality assurance in the production process, as well as documentation shall be in line with ISO certification requirements.

## **3. ICAO STANDARDS AND RECOMMENDED PRACTICES (SAPS)**

The following ICAO Standards shall be met as applicable to the ILS required performance (CAT II and environmental conditions) in their latest edition, including at least amendment 86.

**ICAO Annex 10, Volume 1:**

Chapter 3, Section 3.1:	Specification for ILS
Attachment C, Sections 1 and 2:	Material concerning ILS installations
Attachment C, Section 7:	Materials Concerning DME
Attachment C, Section 8:	Material concerning power supply switch over times
Attachment F:	Guidance material concerning reliability and availability of radio communications and navigation aids

**ICAO Annex 14, Volume 1:**

Chapter 4:	Obstacle restriction and removal
Chapter 6:	Visual aids for denoting obstacles

**ICAO DOC 9157, Part 6:**

Chapter 4:	Design for frangibility
Chapter 6:	Numerical simulation methods for evaluating frangibility

**ICAO DOC 8071, Volume 1:**

Chapter 4:	Manual on testing of radio navigation aids
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Instrument landing system

#### 4. SCOPE OF WORKS

The scope of this Turnkey Project shall be the Design, Supply, Delivery, Civil Works, Installation and Commissioning of an Instrument Landing System at the Kenneth Kaunda International Airports sites.

The installation works shall include:

- a) LOC Antenna slab foundation civil works, cable trenches and installation of the new LOC Antenna
- b) LOC Near Field Monitoring (NF)Antenna slab civil works, cable trenches and installation of new NF Antenna
- c) LOC Shelter Renovation civil works, and installation of Adequate Air Conditioners
- d) Installation and interfacing of the radio links connecting the RCMS to LOC site
- e) The installation of the LOC equipment and the UPS
- f) LOC equipment site setup and adjustment
- g) GP Antenna slab foundation civil works, cable trenches and installation of the new GP Antenna **(Tenderer has option to re-use existing GP Antenna Mast)**
- h) GP Near Field Monitoring (NF)Antenna slab civil works, cable trenches and installation of new NF Antenna **(Tenderer has option to re-use existing GP Near Field Monitor Mast)**
- i) GP Shelter Renovation civil works, and installation of Adequate Air Conditioners
- j) Installation and interfacing of the radio links connecting RCMS to GP site
- k) The installation of the GP equipment and the UPS
- l) GP equipment site setup and adjustment
- m) DME Antenna, cabling and installation **(Tenderer has option to re-use existing GP Antenna Mast)**
- n) Installation and interfacing to the radio links connecting RCMS to GP site
- o) The installation of the DME and Monitoring equipment and the UPS
- p) DME equipment site setup and adjustment
- q) The installer shall also provide engineering and integration as stated in the Systems Requirements list.
- r) The installer shall arrange for the conduct of the commissioning flight inspection
- s) Operation and technical training shall be part of the project.
- t) Minimum backup spares and documentation shall be part of the deliverables.
- u) A three year maintenance contract shall form part of the deliverables objectives

**The ILS Project shall be implemented in as single running project.**

### 3. SYSTEMS REQUIREMENTS

The following listed comprise the schedule of requirements which shall be met or exceeded:

#### 3.1 General Requirements

ITM	Basic and General Characteristics	Performance	Remarks
1	Wind Speed	Operation with wind velocity up to 160 Km/h and shall survive a wind velocity of 200 Km/h	
2	LOC Near Field, LOC Antennas Array Frangibility	The localizer antenna supports shall be frangible as specified by ICAO DOC 9157. A proven frangibility calculation shall be attached to the proposal	
3	Temperature	-10 to 70degrees Centigrade,	
4	Relative Humidity	up to 100% in the full temperature range	
5	Equipment Cabinet Cooling		a) Preferably cooling inside the cabinet be effected by convection and assure all components to operate well within their individual temperature ratings in the specified ambient temperature range.
11	Mechanical Configuration	Modular Construction	a) The ILS electronic equipment shall allow access to all replaceable units without need of interrupting the operation b) Safety regulation shall be observed and the equipment rack shall be designed to prevent heat dissipation from penetrating the electronic part c) Connectors shall be keyed to prevent insertion of units in the wrong way or into a wrong slot
6	Power Supply Including DC Battery Backup	a) Voltage: 230 nominal with a tolerance of 15% b) Frequency: 48 to 64 Hz	a) Automatic switch over to DC voltage in case of AC mains failure b) The power supply shall have enough output power to guarantee the equipment operation while recharging the batteries

			<p>c) In case the GP is co-located in the same shelter as a DME transponder, the GP power supply <b>optionally</b> can be capable to supply DC power to the DME and to guarantee its continuity of service in case mains are not available. The DME switch off shall not be related to the GP transmitter operational status.</p> <p>d) The equipment shall be able to guarantee a minimum of 4 hours reserve in case of mains failure, even where optionally GP is co-located with DME</p> <p>e) Automatic protection against deep battery discharging shall be incorporated in the equipment power supply.</p>
7	Interface	100/1000Mbps Ethernet	
8	MTBF	10,000Hours or Better	
9	Availability	97.5% or Better	

### 3.2 LOC and GP Functional Requirements

ITM	Basic and General Characteristics	Performance	Remarks
1	LOC Antenna	<p>a) Frequency Range 108 to 112 MHz</p> <p>b) Coverage (according ICAO, Annex10) &gt; 25 NM within <math>\pm 10^\circ</math></p> <p>c) Coverage Horizontal; Vertical &gt; 25 NM; <math>0 \pm 10^\circ</math> between <math>10^\circ</math> and <math>35^\circ</math></p> <p>d) Polarization - Horizontal</p>	
2	LOC Near Field Antennas	<p>a) Height max 1.7 meters (without obstruction lights)</p> <p>b) Antenna type Yagi horizontally polarized</p>	
3	GP Antenna	<p>a) Frequency range: 328 to 335.5 MHz</p> <p>b) Coverage :10 NM <math>\pm 8^\circ</math> of Centreline</p> <p>c) Glide Path angle: Adjustable from <math>2^\circ</math> to <math>4^\circ</math></p> <p>d) Course width: <math>\pm 0.24</math> of the GP angle</p> <p>e) Stability: better than <math>\pm 0.02</math> of the GP angle</p>	
4	GPS Antenna Mast	Lattice aluminium and shall be certified for frangibility	Tenderer has option to reuse the current Mast
5	Remote Control and Monitoring System	a) The remote control system shall permit remote equipment operation (Including DME) and maintenance	a) An RCMS Laptop shall allow the change of

		b) The communication with the ILS cabinets shall be possible by means of Radio Link LAN connections c) The remote control display to be installed in Engineering Base room shall indicate the operational status of the ILS subsystems. d) The remote control equipment shall have the capability to indicate the individual monitor and transmitter data of the ILS subsystem selected e) Interfaces for Slave Indicators in ATC Tower and Approach Control shall be included. f) The remote control system shall have access to the results of the transmitter BIT and shall provide the capability of a remote trend analysis and a remote fault analysis. g) The remote control equipment shall have interfaces for external readout and external input of data. h) The following monitoring and print out operation shall be available: <ul style="list-style-type: none"> <li>• Mains status indication</li> <li>• Subsystem status indication</li> <li>• Transmitter data indication</li> <li>• Monitor data indication</li> <li>• Automatic recording of main status changes</li> </ul>	monitor and transmitter parameters.  b) The same software used for local maintenance of the equipment shall be used for connecting to the remote control.  a) The following monitoring and print out operation shall be available: <ul style="list-style-type: none"> <li>• Mains status indication</li> <li>• Subsystem status indication</li> <li>• Transmitter data indication</li> <li>• Monitor data indication</li> <li>• Automatic recording of main status changes</li> </ul>
6	Frequency Generation	a) Digital techniques shall be used for signal frequency generations. b) Frequency accuracy shall be at least 0.00005% for DME, LOC and GP	a) Wide band design operating from 108 to 112 MHz for localizer and 329 to 335 MHz for glide slope transmitters shall be provided.
7	Signal Generation	a) The control of signal generation shall be digital and shall be managed by the maintenance Laptop without need of any other tool.	
8	CSB Modulation	a) The CSB modulation which is essential for course stability shall be derived from a digital modulation signal source. b) The signal amplitude and signal phase stability shall be controlled by an envelope feedback circuit. c) Navigation frequencies 90 and 150 Hz shall have accuracy equal or higher than $\pm 0.01\%$ .	
9	SDM	a) It shall be possible to set the SDM from 0% to 49.9% in steps of 0.1%. b) SDM stability shall be better than $\pm 0.5\%$	

10	SBO	a) The carrier suppression at the SBO output shall be at least 30dB. b) Stability: better than 1% of CSB RF c) Phase setting: 0 to 359° in step of 1° d) Phase stability: better than 3° wrt CSB	
11	DDM	a) It shall be possible to modulate the CSB transmitter within a DDM range of 0 % to $\pm$ SDM at least in steps of 0.1 %.	
12	Ident	a) Tone frequency: between 1020 and 1030 Hz b) Frequency stability: better than 0.01% c) Modulation depth : adjustable 0 to 15% in steps of 0.1%	LOC ident "Lima Oscar" (LO)
13	RF Matching	a) The power amplifiers shall operate into a 50 Ohm load. They shall withstand without damage any open or short circuit at the transmitter output or within the antenna system	
14	RF Power	a) The RF power available out of the LOC transmitter shall be at least 25W for CSB transmitters. b) The RF power available out of the GP transmitter shall be at least 10W for CSB transmitters.	
15	Monitoring	a) The monitoring system shall be modular and shall allow for ICAO Cat I to Cat III alarm threshold settings b) Monitor alarm thresholds setting shall be possible by digital adjustment c) sensor inputs shall monitor the following signals: <ul style="list-style-type: none"> <li>• DDM (Difference of depth of modulation)</li> <li>• SDM (Sum of depth of modulation)</li> <li>• RF level (Radio frequency signal level)</li> </ul> d) Warning monitor parameters shall be: <ul style="list-style-type: none"> <li>• Test Generator position</li> <li>• Internal width of standby course transmitter</li> <li>• Internal width of standby clearance transmitter</li> <li>• Pre alarm of all monitor parameter</li> </ul> e) Logs shall be included in the monitor system to record and indicate which parameter beyond the alarm limits has caused a 'change over' or 'shut down'.	

### 3.3 DME Functional Requirements

ITM	Basic and General Characteristics	Performance	Remarks
1	Configuration	Dual Main and Standby	Modular design and Modules Hot Replaceable Installed in the GP Shelter
2	Compliance	ICAO Annex 10 ICAO Doc 8071, EUROCAE ED-57	Association of DME with ILS in Annex10 Volume 1 Ref:3.5.2.6.2
3	Remote Control and Maintenance	Local and Remote	BITE for Complete System & LRU Monitoring
4	Interface	100/1000Mbs Ethernet	Remote Linking over UHF Radio
5	Coverage	Annex10 Volume 1	Annex10 Volume 1 Ref:3.5.3.1.2.2
6	Accuracy	Annex10 Volume 1	Annex10 Volume 1 Ref:3.5.4.5
7	Frequency	960 MHz to 1215 MHz	DME Channel Paired to LOC Channel, Stability according to Annex10 Volume 1 Ref:3.5.4.1.2 or Better
8	Transmitter Specs	Annex10 Volume 1	Annex10 Volume 1 Ref:3.5.4.1 or Better
9	Receivers Specs	Annex10 Volume 1	Annex10 Volume 1 Ref:3.5.4.2 or Better
10	Decoder	Annex10 Volume 1	Annex10 Volume 1 Ref:3.5.4.3
11	Time Delay	Annex10 Volume 1	Annex10 Volume 1 Ref:3.5.4.4, DME/N Channel-X
12	Ident	Annex10 Volume 1	Annex10 Volume 1 Ref:3.5.2.6.2, Attachment-C 2.11 from paired LOC
13	Monitor Specs	Annex10 Volume 1	Annex10 Volume 1 Ref:3.5.4.7.2
14	Temperature	-10 to 70 Degrees Centigrade	
15	Relative Humidity	Up to 95%	
16	Dual Power Supply Including DC Battery Backup	a) Voltage: 230 nominal with a tolerance of 15% b) Frequency: 48 to 64 Hz	Automatic switch over to DC voltage in case of AC mains failure
17	MTBF	10,000Hours or Better	
18	Availability	99.9% or Better	
19	Availability	99.9% or Better	



### 3.4 Engineering and Integration

The following civil works, Equipment supplies and services shall comprise engineering and integration:

#### 3.4.1 Operating Reference Data

##### a) Frequency

ITEM	FACILITY	OPERATING FREQUENCY	REMARK
1	LOC	110.3MHZ	
2	GP	335MHZ	
3	DME	40X	

##### b) ILS Station Data

ITEM	FACILITY	PARAMETER	DATA
1	LOC	Ident	Lima Oscar (LO)
2	ILS	Category	2
3	LOC	True Bearing	95.145Degrees
4	LOC Published Sector	Sector width	2.72 Degrees
5	LOC Published Coverage	Coverage	90 Degrees
6	GP Glide Angle	Glide Angle	3 Degrees
7	GP Half Sector (Upper/Lower	Half Sector	0.36 Degrees
8	Magnetic Variation	Mag Variation	6 Degrees

##### c) Essential Distances

ITM	DISTANCE	MEASURED	REMARKS
1	RWY TH to LLZ Concrete Base	480Meters	
2	LLZ Antenna Concrete Base to LLZ Monitor Antenna	76Meters	
3	LLZ Antenna Slab Dimensions	Width 3M Length 30.7M	
4	LLZ Building to Threshold	480Meters	

5	LLZ Building to LLZ Antenna Concrete extended RWY Centre Line	93Meters	
6	RWY Width	46Meters	
7	RWY Length	3962Meters	
8	LLZ Antenna to Theodolite Platform	95Meters	
9	GP Building to GP Antenna	55Meters	
10	GP Antenna to GP Monitor Antenna	60Meters	
11	RWY Centre line to GP Antenna	136Meters	

### 3.4.2 Civil Works

BILL NO. 1: DEMOLITIONS AND DOWNTAKINGS					
Item	DESCRIPTION	Unit	Qty	Rate	Amount
					K N
	<b><u>LOCALIZER</u></b>				
	Taking out and removing steel door, etc. from block work including providing for protection and necessary precautions to meet healthy and safety regulations and handing over to client.				
a	steel door	item			
b	Grill door	item			
	<b><u>GLIDE SLOPE</u></b>				

	Taking out and removing steel door,etc. from blockwork including providing for protection and necessary precautions to meet healthy and safety regulations and handing over to client.				
a	steel door	item			

BILL NO. 2: <u>NEW WORKS</u>					
Item	DESCRIPTION	Unit	Qty	Rate	Amount
					K N

	<b><u>LOCALIZER</u></b>				
	<b><u>PAINTING</u></b>				
	<b><u>ON EXISTING PAINTED SURFACES</u></b>				
	Strip off existing paint, wash down, apply crack filler and prepare and apply one coat plaster primer, one universal undercoat and two coats signal red				
	External on walls	m <sup>2</sup>	20.53		
	Strip off existing paint, wash down, apply crack filler and prepare and apply one coat plaster primer, one universal undercoat and two coats gloss white				
	External on wall	m <sup>2</sup>	20.53		
	On windows	m <sup>2</sup>	2		
	Strip off existing paint, wash down, apply crack filler and prepare and apply one coat plaster primer, one universal undercoat and two coats gloss white				

	Internal on wall	m <sup>2</sup>	44.06		
	Strip off existing paint, wash down, apply crack filler and prepare and apply one coat plaster primer, one universal undercoat and two coats gloss black				
	External on wall	m <sup>2</sup>	3		
	<b><u>METALWORK,</u></b>				
	Natural anodised steel doors, complete with sub-frames, painted with one coat universal undercoat and two coats high gloss enamel paint and fixing to brickwork or concrete				
	Purpose made swinging single steel door 800 x 1900mm high	No	1		
	<b><u>WINDOWS</u></b>				
	Remove steel window cage ,Strip off existing window pat ,prepare surface edges, apply new layer of window pat and replace steel window cage				
	On Window	m	6.6		

	<b><u>GLID SLOPE</u></b>				
	<b><u>PAINTING</u></b>				
	<b><u>ON EXISTING PAINTED SURFACES</u></b>				
	Strip off existing paint, wash down, apply crack filler and prepare and apply one coat plaster primer, one universal undercoat and two coats signal red				
	External on walls	m <sup>2</sup>	18.78		
	Strip off existing paint, wash down, apply crack filler and prepare and apply one coat plaster primer, one universal undercoat and two coats gloss white				
	External on wall	m <sup>2</sup>	18.78		
	On windows	m <sup>2</sup>	2		
	Strip off existing paint, wash down, apply crack filler and prepare and apply one coat plaster primer, one universal undercoat and two coats gloss white				

	<b>Internal on wall</b>	<b>m<sup>2</sup></b>	<b>42.55</b>		
	<b>Strip off existing paint, wash down, apply crack filler and prepare and apply one coat plaster primer, one universal undercoat and two coats gloss black</b>				
	<b>External on wall</b>	<b>m<sup>2</sup></b>	<b>3</b>		
	<b><u>METALWORK,</u></b>				
	<b>Natural anodised steel doors, complete with subframes, painted with one coat universal undercoat and two coats high gloss enamel and fixing to brickwork or concrete</b>				
	<b>Purpose made swinging single steel door 800 x 1900mm high</b>	<b>No</b>	<b>1</b>		
	<b><u>WINDOWS</u></b>				
	<b>Remove steel window cage ,Strip off existing window pat ,prepare surface edges, apply new layer of window pat and replace steel window cage</b>				
	<b>On window</b>	<b>m</b>	<b>6.6</b>		

	<b><u>LOCALIZER CONCRETE SLAB</u></b>				
	Hacking up/off and removing granolithic, screeds, plaster, etc from concrete cracks and preparing surfaces for new screeds, plaster, etc and disposal as directed by Client.				
	On slab	m <sup>2</sup>	92.1		

### 3.4.3 LOC Trenching Works

Itm	Description	Distance (M)
1	LLZ Building to Antenna Slab	94
2	LLZ Building to Near Field Monitor	179

### 3.4.4 GP Trenching Works

Itm	Description	Distance (M)
1	GP Building to Antenna Slab	55
2	GP Building to Near Field Monitor	115

### 3.4.5 DME Antenna and Cabling

ITM	Description	Distance (M)	REMARKS
1	Shelter to Antenna	TBA	Dependent on Design
2	Shelter to Field Monitor	TBA	Dependent on Design



### 3.4.6 Test Equipment and Tools

ITM	Description	Performance	QTY	REMARKS
1	Oscilloscope	Two Channels, Minimum Bandwidth 200MHZ	2	
2	RF Power Meter	Including Measuring Elements for the LOC, Marker, GP Frequency Band	2	
3	ILS Test Receiver and tripod	ILS Receiver Set to test LOC, GP, Marker and VOR	1	
4	Maintenance Laptop	Loaded with Maintenance Software	2	
5	Maintenance Tool Set	Including a Multimeter	2	
6	Spectrum Analyser	5KHZ-3GHZ, 140dbm-30dbm, Multiband width Resolution 1HZ-10MHZ	1	
7	Signal Generator	Frequency Range 10KHZ-3GHZ	1	

### 3.4.7 Commissioning Flight Inspection

ITM	Basic and General Characteristics	Performance	Remarks
1	ILS Flight Check	Commissioning Inspection	
2	DME Flight Check	Commissioning Inspection	

### 3.4.8 Maintenance Contract

ITM	Basic and General Characteristics	Performance	Remarks
1	Maintenance Contract	Three Year Maintenance Contract	

### 3.4.9 Minimum Backup Spares

ITM	Basic and General Characteristics	Performance	Remarks
1	ILS Back up Spares	LOC and GP Main Modules	
2	DME Backup Spares	DME Main Modules	

**3.4.10 Training**

ITM	Basic and General Characteristics	Performance	Remarks
1	ILS Training	Theory and OJT	Local training of 5 Candidates
2	DME Training	Theory and OJT	Local training of 5 Candidates

## 1. List of Goods and Delivery Schedule

*[The Procuring Entity shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]*

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date <i>[to be provided by the bidder]</i>
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>

## 2. List of Related Services and Completion Schedule

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

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

1. If applicable

### 3. Technical Specifications

*The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS take into account that:*

- *The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Procuring Entity.*
- *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *The Government encourages the use of metric units.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- *Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
  - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
  - (b) *Detailed tests required (type and number).*

- (c) *Other additional work and/or Related Services required to achieve full delivery/completion.*
- (d) *Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.*
- (e) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

*When the Procuring Entity requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.*

*[If a summary of the Technical Specifications (TS) has to be provided, the Procuring Entity shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]*

***“Summary of Technical Specifications.*** *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

<b><i>Item No</i></b>	<b><i>Name of Goods or Related Service</i></b>	<b><i>Technical Specifications and Standards</i></b>
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>

*Detailed Technical Specifications and Standards [whenever necessary].*

*[Insert detailed description of TS]*

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## 4. Drawings

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

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

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

## **5. Inspections and Tests**

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



## **PART 3 - Contract**



## Section VII. General Conditions of Contract

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## Section VII. General Conditions of Contract

### Definitions

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

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

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

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

(n) “The Project Site,” where applicable, means the place named in the **SCC**.

**Contract Documents**

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

**Fraud and Corruption**

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

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

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>6</sup>;

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<sup>6</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

- (iii) “collusive practice” is an arrangement between two or more parties<sup>7</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>8</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Government].

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

## Interpretation

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

4.2 Incoterms

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

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

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

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

#### 4.3 Entire Agreement

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

#### 4.4 Amendment

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

#### 4.5 Nonwaiver

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

#### 4.6 Severability

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

### Language

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



are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**Joint Venture,  
Consortium or  
Association**

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.

**Eligibility**

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**Notices**

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

**Governing Law**

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Zambia, unless otherwise specified in the **SCC**.

**Settlement of  
Disputes**

- 10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

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

**Inspections and  
Audit by  
Government**

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

**Scope of Supply**

(12) 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**Delivery and  
Documents**

(13) 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

<b>Supplier's Responsibilities</b>	(14)	14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
<b>Contract Price</b>	(15)	15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
<b>Terms of Payment</b>		<p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>16.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.</p> <p>16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.</p> <p>16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.</p>
<b>Taxes and Duties</b>		<p>17.1 For goods manufactured outside Zambia, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Zambia.</p> <p>17.2 For goods Manufactured within Zambia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.</p> <p>17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Zambia, the</p>

Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**Performance  
Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the **SCC**, or in another format acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

**Copyright**

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

**Confidential  
Information**

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for

the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

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

- (a) the Procuring Entity or Supplier need to share with Government or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

## **Subcontracting**

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

**Specifications and Standards****22.1 Technical Specifications and Drawings**

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

**Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Procuring Entity.

**Insurance**

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

**Transportation**

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

**Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Zambia as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

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

26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

### **Liquidated Damages**

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

### **Warranty**

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

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

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



period concludes earlier.

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

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

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

#### **Patent Indemnity**

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

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

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

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred

to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

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

### **Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

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

patent infringement

**Change in Laws  
and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place in Zambia where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Change Orders and  
Contract  
Amendments**

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be

furnished under the Contract are to be specifically manufactured for the Procuring Entity;

- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**Termination****35.1 Termination for Default**

- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**35.2 Termination for Insolvency.**

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

**35.3 Termination for Convenience.**

- (a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date

upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**Assignment**

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

**Export Restriction**

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

## Section VIII. Special Conditions of Contract

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

<b>GCC 1.1(i)</b>	The Procuring Entity is: <b>Zambia Airports Corporation Limited</b>
<b>GCC 1.1 (n)</b>	The Project Site(s)/Final Destination(s) is/are: <b>Kenneth Kaunda International Airport</b>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <b>N/A</b>
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be: <b>Incoterms 2012</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	For <b><u>notices</u></b> , the Procuring Entity's address shall be:  Attention: <b>Managing Director</b>  Physical Address: <b>Zambia Airports Corporation Limited, Kenneth Kaunda International Airport, Lusaka.</b>  <b>P.O. Box 30175, Lusaka. Zambia</b>  Location/City: <b>Lusaka</b>  Country: <b>Zambia</b>  Telephone: <b>260 211 271083</b>  Facsimile: <b>260 211 271083</b>  Electronic mail address: <b>rejoice.chalieba@zacl.aero</b>
<b>GCC 9.1</b>	The governing law shall be the laws of: <b>The Republic of Zambia</b>
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  <i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in</i>

	<p><i>the case of a Contract with a Zambian Supplier.”]</i></p> <p><b>(a) Contract with foreign Supplier:</b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><b>(b) Contracts with Zambian Supplier:</b></p> <p>In the case of a dispute between the Procuring Entity and a Zambian Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Republic of Zambia.</p>
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are <b><i>combined transport bill of lading, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details.</i></b></p> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>GCC 15.1</b>	<p>The prices charged for the Goods supplied and the related Services performed <b><i>shall not</i></b> be adjustable.</p>
<b>GCC 16.1</b>	<p><b><i>Payment terms</i></b></p> <p>GCC 16.1 — The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>1. Payment for Goods Supplied from Abroad:</b></p> <p>Payment of foreign currency portion shall be made in [currency of the contract price) in the following manner:</p>



	<p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.</p> <p>(ii) <b>On Delivery:</b> Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 12.</p> <p>(iii) <b>On Acceptance:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity. Payment of foreign currency portion shall be made in [currency] within 30 days of presentation of claim supported by a certificate from the Purchaser declaring that the goods have been delivered and that all other contracted services have been performed.</p> <p><b>2. Payment for Goods and Services supplied from within Zambia:</b></p> <p>Payment for Goods and Services supplied from within Zambia shall be made in <b>Zambian Kwacha</b>, as follows:</p> <p>Payment shall be made in local currency within 30 days of presentation of claim supported by a certificate from the Purchaser declaring that the goods have been delivered and that all other contracted services have been performed.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <b>28days</b>.</p> <p>The interest rate that shall be applied is prevailing <b>Bank of Zambia interest rate</b></p>
<b>GCC 18.1</b>	A Performance Security of <b>10% of the contract sum shall be required.</b>
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of : <b>Bank Guarantee</b></p> <p>If required, the Performance security shall be denominated in <b><i>the currencies of payment of the Contract, in accordance with their portions of the Contract Price</i></b>”.</p>

<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: <b>as indicated in sub clause GCC 18.4</b>
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: <b>all weather packing and clearly marked the address of consignee and contact person</b>
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
<b>GCC 26.1</b>	The inspections and tests shall be: <b>At Factory</b>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: <b>At factory</b>
<b>GCC 27.1</b>	The liquidated damage shall be: <b>0.5 % per week</b>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <b>10%</b>
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: <b>one (01) year</b>  For purposes of the Warranty, the place(s) of final destination(s) shall be:  <b><i>Kenneth Kaunda International Airport</i></b>
<b>GCC 28.5</b>	The period for repair or replacement shall be: <b>4 weeks.</b>

## Attachment: Price Adjustment Formula

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

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

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

$$a+b+c = 1$$

in which:

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

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

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

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

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

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

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

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

Procuring Entity will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

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

## **Section IX. Contract Forms**

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# 1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

For and on behalf of the Procuring Entity

Signed: *[insert signature]*

*[insert full name]*

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

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

For and on behalf of the Supplier

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

*[insert full name]*

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

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

## 2. Performance Security

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

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

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

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

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

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

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

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

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

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

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

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

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



### 3. Bank Guarantee for Advance Payment

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

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

*[bank's letterhead]*

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

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

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

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

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

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*<sup>12</sup>.

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

\_\_\_\_\_  
*[signature(s) of authorized representative(s) of the bank]*

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

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



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