
BIDDING DOCUMENT

TENDER NO. ZRA/ORD/018/07

**TENDER FOR THE SUPPLY AND DELIVERY OF
WIRELESS LINKS**

**Zambia Revenue Authority
Kabwe Roundabout
Revenue House
P.O. Box 35710
Lusaka
Zambia
Tel No. 229214/8
Fax No. 229220**

August 2007



**ZAMBIA
REVENUE
AUTHORITY** | *Working
To Serve You
Efficiently*

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Section I: Invitation for Bids

ZRA/ORD/018/07: TENDER FOR THE SUPPLY AND DELIVERY OF WIRELESS LINKS

- 1.0 The Zambia Revenue Authority invites sealed bids from eligible and interested Bidders for the supply and delivery of wireless links, network storage solution and SAP servers.

Lot No.	Item Description	Qty	Delivery Period
1	Wireless Links	06	4 - 8 Weeks
2	Network Storage Solution	01	4 - 8 Weeks
3	SAP Servers	02	4 - 8 Weeks

- 2.0 Abider is allowed, at its option, to bid for individual Lots or for any combination of Lots, but in each case a bidder must quote for all items and quantities specified for each Lot. Bidders not quoting for the quantities specified for an item will be considered as non-responsive. The basis for bid evaluation and contract award will be by individual Lot basis or a combination of Lots, and Zambia Revenue Authority will award the contract(s) to the lowest evaluated combination.
- 2.0 Eligible and interested Bidders may obtain further information and inspect the bidding documents at the Zambia Revenue Authority, 10th floor, Revenue House, P.O. Box 35710 Lusaka, Zambia. The telephone numbers are 260 (01) 229214/18 and the telefax No. is 260 (1) 229220. The bidding document can also be accessed on the Zambia Revenue Authority website: www.zra.org.zm. **HOWEVER, ELECTRONIC OR TELEFAX BIDS WILL NOT BE ACCEPTED.**
- 3.0 A complete set of bidding documents may be purchased by eligible Bidders from the Zambia Revenue Authority, 10th Floor, Revenue House, P.O. Box 35710, Lusaka upon payment of a non-refundable fee of K500, 000.00 or its equivalent in any freely convertible currency at the prevailing exchange rate, in cash or by bank certified cheque.
- 4.0 Bids must be deposited in the Tender Box situated on the 10th Floor, Revenue House, Lusaka at or before **14:30 hours local time on Friday, 7th September 2007**. All bids must be accompanied by a bid security of not less than 2% of the bid sum, duly signed and sealed by the Guarantor(s). Late bids will be rejected. Bids will be opened in the presence of the Bidders' representatives who choose to attend the opening of bids in the Zambia Revenue Authority Board Room on the 9th Floor, Revenue House on Friday, 7th September 2007 at 14:30 hours, local time.

Secretary
Management Tender Committee
ZAMBIA REVENUE AUTHORITY
siachitr@zra.org.zm

Section II. Instructions to Bidders

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Instructions to Bidders

A. Introduction

- 1. Source of funds**

The source of funds is the Zambia Revenue Authority. The Purchaser named in the Bid Data Sheet intends to apply these funds to eligible payments under the Contract for which this Invitation for Bids is issued.
- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to reputable and well-established and approved firms dealing in Information and Communication Technology (ICT), within or outside Zambia.
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods and Services to be purchased under this Invitation for Bids.
 - 2.3 Bidders who are or have been declared ineligible due to corrupt or fraudulent practices shall not be allowed to participate in the bid.
- 3. Eligible Goods and Services**

All Goods and Services to be supplied under the Contract shall conform to the requirements in the Schedule of Requirements and all expenditure made under the Contract will be limited to those Goods and Services.
- 4. Cost of bidding**

Bidders shall bear all the costs associated with the preparation and submission of their bids, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- 5. Content of bidding documents**
 - 5.1 The Services required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include the:
 - (a) Instructions to Bidders (ITB);
 - (b) a Bid Data Sheet;
 - (c) General Conditions of Contract (GCC);
 - (d) Special Conditions of Contract (SCC);
 - (e) a Schedule of Requirements;
 - (f) Technical Specifications;
 - (g) a Bid Form and Price Schedules;

- (h) a Bid Security Form;
- (i) a Contract Form;
- (j) a Performance Security Form;
- (k) a Bank Guarantee for Advance Payment Form; and
- (l) a Manufacturer's Authorisation Form.

5.2 Bidders shall examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all the information required as provided in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of a bid.

6. Clarification of Bidding Documents

A prospective Bidder requiring any clarification on a bidding document may notify the Purchaser in writing or by cable (hereinafter, the term "cable" is deemed to include telex and facsimile) at the Purchaser's address indicated in ITB Clause 18.2 (a). The Purchaser shall respond in writing to any request for clarification of the bidding documents, which it receives no later than fourteen (14) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the bidding documents.

7. Amendment of bidding documents

- 7.1 The Purchaser may at any time prior to the deadline for the submission of bids for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the bidding documents.
- 7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing or by cable, and the amendment shall be binding on them.
- 7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant

passages in the language specified in the Bid Data Sheet, in which case, for the purposes of the interpretation of the bid, the translation shall govern.

9. Documents comprising the bid

The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
 - (a) documentary evidence established in accordance with ITB Clause 14 that the Goods and Services to be provided by the Bidder are eligible
 - (b) Goods and Services and conform to the bidding documents;
- (d) the bid security furnished in accordance with ITB Clause 15; and
- (e) a Tax Clearance Certificate for local suppliers.

10. Bid form

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices.

11. Bid prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and the total bid price of the Goods it proposes to supply under the Contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) for Goods offered from within the Purchaser's country:
 - (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:
 - A. on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or

- B. on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
 - (ii) any sales taxes and other taxes in the Purchaser's country which will be payable on the Goods if the Contract is awarded
 - (iii) the price for inland transportation, insurance, and other local costs incidental to the delivery of the Goods to their final destination, if specified in the Bid Data Sheet;
 - (iv) the price of other incidental services, if any, listed in the Bid Data Sheet;
- (b) for Goods offered from abroad:
 - (i) the price of the Goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the Bid Data Sheet. In quoting the price, the Bidder shall be free to use, as transportation, carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible country from where the Goods are sourced;
 - (ii) the price of the Goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the Bid Data Sheet;
 - (iii) the price of Goods quoted CFR port of destination (or CPT as the case may be), if specified in the Bid Data Sheet;
 - (iv) the price for inland transportation, insurance, and other local costs incidental to the delivery of the Goods from the port of entry to their final destination, if specified in the Bid Data Sheet;
 - (v) the price of incidental services if any, listed in the Bid Data Sheet.

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the

International Chamber of Commerce, Paris.

- 11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, the prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero.

12. Bid currencies

Prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the Bid Data Sheet.

13. Documents establishing bidder's eligibility and qualification

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish, to the Purchaser's satisfaction, that the Bidder, at the time of the submission of its bid, is eligible as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply Goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the manufacturer or producer of the Goods to supply the Goods in the Purchaser's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract;
 - (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will (if awarded the Contract) be represented by an Agent in that country, 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

- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents establishing services' eligibility and conformity to bidding documents

Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all **Services**, which the Bidder proposes to supply under the Contract.

15. Bid security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of the Bidder's conduct that would warrant the forfeiture of the security, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and it shall be valid for thirty (30) days beyond the validity of the bid; or
- (b) a bank certified cheque.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

15.5 An unsuccessful Bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of the validity of the bid prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 33, and furnishing the performance security, pursuant to ITB Clause 34.

15.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of the validity of the bid specified by the Bidder on the Bid Form; or
- (b) if a Bidder does not accept the correction of errors pursuant to ITB Clause 24.2; and
- (c) in the case of a successful Bidder, if the Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 33;
 - or**
 - (ii) furnish the performance security in accordance with ITB Clause 34.

16. Period of validity of bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of the opening of the bid prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of a fixed price Contract, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial validity of the bid, the Contract price may be adjusted by a factor specified in the request for extension.

17. Format and signing of bid

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the

Contract. All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to the execution of the Contract if the Bidder is awarded the Contract.

D. Submission of Bids

18. Sealing and marking of bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address specified in the Bid Data Sheet; and

(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in the event that it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clauses 18.1 and 18.2 respectively, the Purchaser shall not assume responsibility for the bid’s misplacement or premature opening.

19. Deadline for submission of bids

19.1 Bids shall be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and

obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

20. Late bids

Any bid received by the Purchaser after the deadline for the submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 shall be rejected and returned unopened to the Bidder.

21. Modification and withdrawal of bids

21.1 The Bidder may modify or withdraw its bid after submission of the bid, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for the submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for the submission of bids.

21.3 A bid may not be modified after the deadline for the submission of bids.

21.4 A bid may not be withdrawn in the interval between the deadline for the submission of bids and the expiration of the period of the validity of the bid specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of bids by the Purchaser

22.1 The Purchaser shall open all bids in the presence of the Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The Bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. A bid shall not be rejected at the **opening** of the bid, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that

are not opened and read out at the opening of the bid shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids shall be returned unopened to the Bidders.

22.4 The Purchaser shall prepare minutes of the opening of the bid.

23. Clarification of bids

During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary examination

24.1 The Purchaser shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

24.3 The Purchaser may waive any minor informality, non conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For the purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 16), and Taxes and Duties (GCC Clause 7), shall be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it shall be rejected by the Purchaser and may not subsequently be made responsive by the

Bidder by correction of the non conformity.

25. Conversion to single currency

25.1 To facilitate evaluation and comparison, the Purchaser shall convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

(a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;

or

(b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the Bid Data Sheet.

26. Evaluation and comparison of bids

26.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) in the case of Goods manufactured in the Purchaser's country or Goods of foreign origin already located in the Purchaser's country, 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 of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid Data Sheet.

26.3 The comparison shall be between the EXW price of the Goods offered from within the Purchaser's country, and the CIF named port of destination (or CIP border point, or CIP named place of

destination) price of the Goods offered from outside the Purchaser's country.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet:

- (a) the cost of inland transportation, insurance and other costs within the Purchaser's country incidental to the delivery of the Goods to their final destination;
- (b) the delivery schedule offered in the bid;
- (c) deviations in the Payment Schedule from details specified in the Special Conditions of Contract; and
- (d) Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the Goods from EXW/port of entry/border point to the Project Site named in the Bid Data Sheet will be computed for each bid by the Purchaser on the basis of published tariffs by rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, the Bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to the EXW/CIF/CIP border point price.

- (b) *Delivery Schedule.*

- (i) The Purchaser requires that the Goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the Goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated

for other bids by applying a percentage, specified in the Bid Data Sheet, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given for early delivery. OR

(ii) The Goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given for earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. OR

(iii) The Goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

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

Or

(ii) The SCC stipulate the Payment Schedule offered by the Purchaser. If a bid deviates from the Schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments as provided for in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

27. Contacting the Purchaser

27.1 Subject to ITB Clause 23, a Bidder shall not contact the Purchaser on any matter relating to its bid, from the time of the opening of the bid to the time the Contract is awarded. If the

Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

- 27.2 Any effort by a Bidder to influence the Purchaser in its decisions on the bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

28. Post-qualification

- 28.1 In the absence of pre qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 28.2 The determination shall take into account the Bidder's financial, technical, and production capabilities. The determination **SHALL** be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser considers necessary and appropriate.
- 28.3 An affirmative determination shall be a prerequisite for the award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

29. Purchaser's right to vary quantities

The Purchaser reserves the right at the time of the Contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

30. Award criteria.

Subject to ITB Clause 31, the Purchaser **will** award the Contract to the successful Bidder whose bid has been determined as being substantially responsive and the lowest evaluated bid provided that the Bidder is determined as being qualified to perform the Contract satisfactorily.

31. Purchaser's right to accept any bid and to reject any or all bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders.

32. Notification of

- 32.1 Prior to the expiration of the period of the validity of the bid, the

award

Purchaser shall notify the successful Bidder in writing by registered letter, or by cable to be confirmed in writing, by registered letter, that its Bid has been accepted.

32.2 The notification of the award **will** constitute the formation of the Contract.

32.3 Upon the successful Bidder furnishing the performance security pursuant to ITB Clause 34, the Purchaser **will** promptly notify each unsuccessful Bidder that the bid is unsuccessful and discharge its bid security, pursuant to ITB Clause 15.

33. Signing of Contract

33.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall send the Bidder the Contract Form provided in the bidding Documents, incorporating all agreements between the Parties.

33.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

34. Performance security

34.1 Within thirty (30) days of receipt of the notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may award the next lowest evaluated Bidder or call for new bids.

35. Corrupt or Fraudulent Practices

The Purchaser requires Bidders to observe the highest standard of ethics during the procurement and execution of such a Contract. In pursuance of this policy, the Purchaser:

(a) defines, for the purposes of this provision, the terms below as follows:

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

(ii) “fraudulent practices” means a misrepresentation of

facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes collusive practices among Bidders (prior to or after submission of a bid) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

- (b) shall reject a proposal for an award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- (c) shall declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a ZRA-financed Contract if it at any time determines that the firm has engaged in corrupt practices or fraudulent practices in competing for, or in executing, a ZRA-financed Contract.

Section III. Bid Data Sheet

The following specific data for the Goods and Services 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 the ITB.

Introduction	
ITB 1.1	Name of Purchaser: Zambia Revenue Authority.
ITB 1.1	Name of Contract: Tender for the supply and delivery of wireless links
ITB 6.1	Purchaser's Address: Zambia Revenue Authority Revenue House, P.O. Box 35710, Lusaka, Zambia Tel: 260 1 229214/8 Fax: 260 1 229220 E-mail: siachitr@zra.org.zm

Preparation of Bids	
ITB 8.1	Language of the bid: English.
ITB 11.1	Bidders wishing to offer a discount shall state so in their bid and indicate the discount offered.
ITB 11.2 (a)	The price quoted shall be Ex Works. The price of inland transportation, insurance, and other costs incidental to delivery of the Goods to the final destination must be quoted in addition to the Ex Works price. Prices quoted shall be inclusive of taxes.
ITB 11.2 (b)	The price quoted shall be CIP - Lusaka.
ITB 11.5	The price shall be fixed during the whole period of the Contract.
ITB 12.1	Prices shall be quoted in any freely convertible currency.
ITB 13.3 (c)	Qualification requirements: <ul style="list-style-type: none"> • The Bidder must have a proven track record of handling similar supplies. The Bidder must have performed three similar contracts of a similar size in the last five years. Bidders shall provide information on contract values, description of services performed, goods delivered and the

	<p>Purchaser's name and address. The absence of this information shall render the bid non-responsive.</p> <ul style="list-style-type: none"> • If an agent submits bids on behalf of more than one manufacturer, each bid must be accompanied by a separate bid form, a bid security, and a manufacturer's authorisation to bid from each respective manufacturer. Bids not accompanied accordingly shall be considered non-responsive and rejected. • Tax Clearance Certificate : All Zambian registered companies responding to this tender are required to obtain a Tax Clearance Certificate from the Zambia Revenue Authority issued in accordance with Section 81B of the Income Tax Act, Cap 323. Failure to submit the Tax Clearance Certificate SHALL make the bidder's bid non-responsive and it shall not be considered further. The Tax Clearance Certificate may be obtained from the following contacts depending on one's domicile: <ul style="list-style-type: none"> Lusaka Assistant Commissioner-TCU (Tel. No. 01-224935) Ndola Assistant Commissioner-Ndola (Luanshya, Mufulira) (Tel. No. 02-614694) Kitwe Assistant Commissioner-Kitwe (Kitwe, Chingola, Kalulushi) (Tel. No. 02-230362) Kabwe Station Manager-Kabwe (Central Province) (Tel. No. 05-223642) Livingstone Station Manager- Livingstone (Southern Province) (Tel. No. 03-320772) Solwezi Station Manager- Solwezi (North Western Province) (Tel. No. 08-821633) Kasama Station Manager- Kasama (Nothern Province) (Tel. No. 04-221810) Mansa Station Manager Mansa (Luapula Province) (Tel. No. 02-821147) Mongu Station Manager Mongu (Western Province) (Tel. No. 07-221662) Chipata Station Manager Chipata (Eastern Province) (Tel. No. 06-221155)
ITB 15.1	Amount of bid security: not less than 2% of the bid sum.
ITB 16.1	Period of validity of the bid: 90 days from the date of the opening of the bids.
ITB 17.1	Number of copies: one original, and four copies.

Submission of Bids	
ITB 18.2 (a)	<p>Address for submission of the bid: The Secretary, Management Tender Committee Zambia Revenue Authority Revenue House, Kabwe Roundabout, P.O. Box 35710, Lusaka, Zambia.</p> <p>Bids must be deposited in the Tender Box situated on the 10th Floor of Revenue House.</p>
ITB 18.2 (b)	<p>IFB title and number: Tender for the supply and delivery of wireless links - ZRA/ORD/018/07</p>
ITB 19.1	<p>Deadline for submission of the bid: 14.30 Hours - Zambian time on Friday, 7th September 2007.</p>

Opening and Evaluation of Bids	
ITB 22.1	<p>Time, date, and place for the opening of the bids: 14.30 Hours Zambian time on Friday, 7th September 2007 in the Board Room at Zambia Revenue Authority, 9th Floor Revenue House, Lusaka, Zambia.</p>
ITB 25.1	<p>Currency chosen for the purpose of converting to a common currency: Zambian Kwacha.</p> <p>Source of exchange rate: Bank of Zambia, Lusaka.</p> <p>Date of exchange rate: closing date of tender i.e. Friday 7th September 2007.</p>
ITB 26.4	<p>Criteria for evaluation of the bids are: 26.4 (a), (b), (c) and (d).</p>
ITB 26.5 (b)	<p>Delivery schedule is: 6-8 Weeks</p> <p>b (ii)</p> <p>The adjustment per week for delivery delays within the range of weeks specified in the Schedule of Requirements is one half (0.5%) percent of the total bid sum for every week delayed up to the maximum of two (2%) per cent.</p>

Contract Award	
ITB 29	<p>Percentage for quantity increase or decrease: not to exceed fifteen (15) percent of the Contract value.</p>

Section IV. General Conditions of Contract

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General Conditions of Contract

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract;
- (e) “GCC” means General Conditions of Contract contained in this section;
- (f) “SCC” means Special Conditions of Contract;
- (g) “The Purchaser” means the organisation purchasing the Goods, as named in SCC;
- (h) “The Purchaser’s country” is the country named in the SCC;
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract;
- (j) “The Project Site,” where applicable, means the place or places named in the SCC; and
- (k) “Day” means calendar day.

2. Application

These General Conditions shall apply to the extent that they are not superseded by the provisions of the other parts of the Contract.

- 3. Country of Origin**
- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible for the required goods.
- 3.2 For the purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards**
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information**
- 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in Clause 5.1 of the GCC except for the purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in Clause 5.1 of the GCC shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.
- 6. Patent Rights**
- The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser’s country.

- 7. Performance Security**
- 7.1 Within thirty (30) days of the receipt of the notification of the Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) a manager's or bank-certified cheque.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in the SCC.
- 8. Inspections and Tests**
- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of costs to the Purchaser.

- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in Clause 8 of the GCC shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, 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.
- 9.2 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 subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.
- 10.2 For the purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the current edition of *Incoterms*¹ published by the International Chamber of Commerce, Paris.
- 10.3 Documents to be submitted by the Supplier are specified in the SCC.

¹*Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery

in the manner specified in the SCC.

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

12. Transportation

12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in the SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, 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.

14. Spare Parts

As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of the termination of the production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the

Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2 This 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 Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, by documents submitted pursuant to Clause 10 of the GCC, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (30) days after submission of an invoice or claim by the Supplier.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and 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 authorised in the SCC or in the Purchaser's request for a bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to Clause 31 of the GCC, 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 Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for an adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

Subject to Clause 18 of the GCC, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract where the subcontracts are not already specified in the bid. Such notification, in the

original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of Clause 3 of the GCC.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the Time Schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.

22.3 Except as provided under Clause 25 of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 23 of the GCC, unless an extension of time is agreed upon pursuant to Clause 22.2 of the GCC without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to Clause 25 of the GCC, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to 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 the SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 24 of the GCC.

24. Termination for Default

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Clause 22 of the GCC; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

24.2 In the event that the Purchaser terminates the Contract in whole or in part, pursuant to Clause 24.1 of the GCC, the Purchaser may procure, upon such terms and in such manner as it considers appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure 25.1 Notwithstanding the provisions Clauses 22, 23, and 24 of the GCC, 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.

25.2 For the purposes of this clause, “Force Majeure” means an unforeseeable event beyond the control of the Supplier or Purchaser and not involving the Supplier’s or Purchaser’s fault or negligence. Such events may include, but are not restricted to, an act of either Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier or Purchaser shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the other Party in writing, the Party 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.

26. Termination for Insolvency The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In that event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience 27.1 The Purchaser, by written 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 the termination is for the Purchaser’s convenience, the extent to

which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser on the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered on the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 The Purchaser 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either Party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

29. Governing Language

The Contract shall be written in the language specified in the SCC. Subject to Clause 30 of the GCC, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the same language.

30. Applicable Law

The Contract shall be interpreted in accordance with the Laws of the Purchaser's country, unless otherwise specified in the SCC.

31. Notices

31.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or by cable, telex, or facsimile and confirmed in writing, to the other Party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Section V. Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1(g)—The Purchaser is: Zambia Revenue Authority.

GCC 1.1 (h)—The Purchaser's country is: Zambia.

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (k)—The Project Site is: Zambia Revenue Authority, Revenue House, Kabwe Roundabout, P.O. Box 35710, Lusaka, Zambia.

2. Country of Origin (GCC Clause 3)

This Clause is not applicable.

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: 10 (ten) percent of the Contract Price.

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

GCC 8.1—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Pre-shipment certificate issued by a member accredited by the International Standards Organisation (ISO) for the purpose of inspection for conformity to specifications. Final acceptance will be the Purchaser's issuance of an acceptance certificate upon inspection.

5. Packing (GCC Clause 9)

The goods must be properly and firmly packed to avoid damage in transit. Goods not properly packaged shall be rejected. **All goods shall be consigned to the Purchaser.**

6. Delivery and Documents (GCC Clause 10)

For Goods supplied from abroad:

GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser by cable the full details of the shipment, including the Contract number, description of Goods, quantity, the vessel, the bill of lading / or airway bill number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (a) copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (b) the original and 2 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 2 copies of non negotiable bill of lading;
- (c) copies of the packing list identifying the contents of each package;
- (d) the insurance certificate;
- (e) the Manufacturer's or Supplier's Warranty Certificate;
- (f) the Inspection Certificate, issued by the nominated inspection and agency, and the Supplier's factory inspection report;
- (g) Certificate of Origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

For Goods from within the Purchaser's country:

GCC 10.3—Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (a) copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) Manufacturer's or Supplier's Warranty Certificate;
- (d) the Inspection Certificate issued by the nominated inspection and agency, and the Supplier's factory inspection report;
- (e) Certificate of Origin.

The above documents shall be received by the Purchaser before the arrival of the Goods, and if they are not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)

GCC 11.1—The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from “warehouse” to “warehouse” on “all risks” basis, including risks attributed to war and strikes.

8. Incidental Services (GCC Clause 13)

Incidental services that shall be desirable may apply.

9. Spare Parts (GCC Clause 14)

Spares back up shall be a prerequisite.

10. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be a minimum of twelve months from the date of final acceptance of the Goods by the Purchaser. The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or
- (b) pay liquidated damage to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as defined in GCC 23.

GCC 15.4 & 15.5—The period for the correction of defects in the warranty period is: two weeks.

11. Payment (GCC Clause 16)

GCC 16.1(A)—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied from abroad:

Payment of the foreign currency portion shall be made in the following manner:

(a) **On Delivery:** The ninety (90) percent of the Contract Price of the Goods shipped shall be paid upon submission of the documents specified in GCC 10.3; and

(b) **On acceptance:** The ten (10) percent of the Contract Price of the Goods received shall be paid within thirty (30) days of the submission of claim supported by the Goods Received Note (GRN).

Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in *Zambian Kwacha* as follows:

(a) **Advance Payment:** Fifty (50) percent of the Contract Price shall be paid minimum 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 Purchaser.

(b) **On Delivery and Acceptance:** The remaining fifty (50) percent of the Contract Price shall be paid to the Supplier minimum thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

GCC 16.4 Payment shall be made in *Zambian Kwacha*.

12. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed during the contract period.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:

The applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.

14. Settlement of Disputes (GCC Clause 28)

GCC 28.2.2—The rules of procedure for arbitration proceedings pursuant to GCC Clause 28.2 shall be as follows:

(a) *Contract with foreign Supplier:*

GCC 28.2.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled through arbitration in accordance with Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

(b) *Contracts with Supplier domiciled in the Purchaser's country:*

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the Laws of the Purchaser's country.

15. Governing Language (GCC Clause 29)

GCC 29—The Governing Language shall be: English.

16. Applicable Law (GCC Clause 30)

GCC 30—The Applicable Law shall be: The Laws of Zambia.

17. Notices (GCC Clause 31)

GCC 31.1—The Purchaser's address for purposes of notice is:

The Secretary, Management Tender Committee
Zambia Revenue Authority
Revenue House, Kabwe Roundabout
P.O. Box 35710
Lusaka
Zambia
Telephone numbers are (260)–1– 229214/8
Fax number (260)– 1 – 229220

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks stipulates hereafter a delivery date that is the date of delivery (i) at EXW premises or (ii) to the carrier at the port of shipment when the Contract is placed on FOB or CIF terms or (iii) to the first carrier when the Contract is placed on FCA or CIP terms. To determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the site or to another common place.

Lot No.	Item Description	Qty	Delivery Period
1	Wireless Links	06	4 - 8 Weeks
2	Network Storage Solution	01	4 - 8 Weeks
3	SAP Servers	02	4 - 8 Weeks

Section VII. Technical Specifications

LOT 1 WIRELESS LINKS QTY 6

Cisco Aironet 1400 Series Wireless Bridge System Specifications

	AIR-BR1410A-A-K9-N
Frequency band	5.725 to 5.825 GHz (FCC UNII 3)
Wireless modulation	Coded Orthogonal Frequency Division Multiplexing (COFDM)
Media access protocol	Carrier Sense Multiple Access with Collision Avoidance (CSMA/CA)
Modulation	BPSK @ 6 and 9 Mbps QPSK @ 12 and 18 Mbps 16-QAM @ 24 and 36 Mbps 64-QAM @ 48 and 54 Mbps
Non-overlapping channels	4
Receive sensitivity (10% PER with 3200 byte packets)	6 Mbps: -83 dBm 9 Mbps: -83 dBm 12 Mbps: -81 dBm 18 Mbps: -80 dBm 24 Mbps: -77 dBm 36 Mbps: -74 dBm 48 Mbps: -70 dBm 54 Mbps: -68 dBm
Maximum Operational Receive Level	-19 dBm

Maximum Survivable Receive Level	0 dBm
Available transmit power settings	<p>250 mW (24 dBm)</p> <p>200 mW (23 dBm)</p> <p>155 mW (22 dBm)</p> <p>125 mW (21 dBm)</p> <p>60 mW (18 dBm)</p> <p>30 mW (15 dBm)</p> <p>15 mW (12 dBm)</p> <p>Maximum power setting will vary according to individual country regulations</p>
Point-to-point range	<p>12 miles (19 km) @ 54 Mbps</p> <p>23 miles (37 km) @ 9 Mbps</p> <p>(Antennas are 28 dBi dish)</p>
Point-to-multipoint range (sector antenna at root)	<p>4 miles (7 km) @ 54 Mbps</p> <p>11 miles (18 km) @ 9 Mbps</p> <p>(Non-root antenna is 28 dBi dish)</p>
Antenna	One N-Type connector for professional installations (antennas sold separately)
Security	<p>Cisco Wireless Security Suite, including:</p> <p>Authentication</p> <ul style="list-style-type: none"> 802.1x support including LEAP to yield mutual authentication and dynamic per-user, per-session encryption keys <p>Encryption</p> <ul style="list-style-type: none"> Support for static and dynamic IEEE 802.11 WEP keys of 40 bits and 128 bits Pre-standard TKIP WEP enhancements: key

	hashing (per packet keying) and Message Integrity Check (MIC)
SNMP compliance	v1 and v2

Cisco Aironet 1400 Series Wireless Bridge Product Specifications

	AIR-BR1410A-A-K9-N	Power Injector LR
Status LEDs	Four LEDs: <ul style="list-style-type: none"> • Install • Radio • Status • Ethernet 	Four LEDs: <ul style="list-style-type: none"> • Power ON • Injector status • LAN Ethernet status • Bridge Ethernet status
RSSI port	BNC connector DC Voltage port (0VDC to 2.7 VDC)	NA
Uplink	100 Mbps over dual coaxial cables	10/100BaseT Ethernet
Configuration support	Telnet, HTTP, FTP, TFTP, SNMP	NA
Compliance	Standards: <ul style="list-style-type: none"> • Safety: <ul style="list-style-type: none"> UL 60950 CSA C22.2 No. 60950-00 IEC 60950 EN 60950 NEMA 4 • Radio Approvals: <ul style="list-style-type: none"> FCC Part 15.207, 15.407 	Standards: <ul style="list-style-type: none"> • Safety: <ul style="list-style-type: none"> UL 60950 CSA C22.2 No. 60950-00 IEC 60950 EN 60950 • EMI and Susceptibility (ClassB): <ul style="list-style-type: none"> FCC Part 15.107 &

	<p>& 15.209 Class B</p> <p>ICES-003 Class B (Canada)</p> <p>Canada DGTP-010</p> <p>FCC Bulletin OET-65C</p> <p>Industry Canada RSS-102, RSP100, RSS 210 Issue 5</p> <ul style="list-style-type: none"> • EMI and Susceptibility (ClassB): <p>FCC Part 15.107 & 15.109 Class B</p> <p>ICES-003 Class B (Canada)</p> <p>EN 55022 Class B</p> <p>EN 55024</p>	<p>15.109 Class B</p> <p>ICES-003 Class B (Canada)</p> <p>EN 55022 Class B</p> <p>EN 55024</p>
Dimensions	<p>11.6in x 11.6in x 3.6in</p> <p>(29cm x 29cm x 9cm)</p>	<p>6.7in x 6.3in x 1.3in</p> <p>(17cm x 16cm x 3cm)</p>
Weight	<p>10 lbs.</p> <p>(5 kg)</p>	<p>1.4lbs.</p> <p>(0.6kg)</p>
Operational temperature	<p>-30°C to +55°C (-22°F to +131°F)</p>	<p>0°C to +50°C (32°F to 122°F)</p>
Storage temperature	<p>-40°C to +85°C (-40°F to +185°F)</p>	<p>-40°C to +70°C (-40°F to +158°F)</p>
Operational altitude	<p>4206 m (13,800 ft.)</p>	

LOT 2 NETWORK STORAGE SOLUTION

TECHNICAL REQUIREMENTS

The supplier should supply and install a solution which will meet the following requirements.

- Should provide online data storage for production servers in two server rooms.
- Should provide online data storage for multiple operating systems (e.g. Windows, Unix, Linux, etc).
- Should be scalable both in storage and processing capacity.
- Should have capability to be scaled up or down without down time.
- Should have extensible capabilities to connect to an off site online disk storage system for disk based backups.
- Should provide high disk and network throughput so as not to affect application performance.
- Should provide 99.99% availability performance.
- Should include a management console with a user friendly interface
- The management software should include configurable access controls
- Should be easy to configure, both software and hardware.
- Should have an auto-detect and alert system for failures and performance impediments.

LOT 3 SAP SERVERS QTY 02

Model:	HP DL580 G4
Processor:	Intel Xeon Processor 2.6 GHz, 64-bit Dual-Core with 32-bit compatibility
Multiprocessor:	4 x processors
Memory:	Minimum 8 GB
Advanced Memory Protection:	Advanced ECC, online spare
Storage:	Minimum Hot plug 2.5" SAS Disks, 8 x 146 GB
Storage Controller:	SmartArray P400
OS Support	Windows 2000, Windows 2003, Linux, UNIX
Form factor:	Rack
	<ul style="list-style-type: none">• With redundant power supply and fans• 17" Flat panel Monitor, Mouse and Keyboard• Autosensing Gigabit Ethernet Network Interface• DVD/CD ROM Drive, USB

Section VIII. Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalised at the time of the Contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 26.5 (c)), spare parts pursuant to ITB Clause 26.3 (d), or quantity variations pursuant to ITB Clause 31. The Price Schedule and Schedule of Requirements deemed to form part of the Contract should be modified accordingly.

The **Performance Security** and **Bank Guarantee for Advance Payment** Forms should not be completed by the Bidders at the time of their bid preparation. Only the successful Bidder will be required to provide a performance security and bank guarantee for advance payment in accordance with one of the Forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorisation** Form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

Sample Forms

1. Bid Form and Price Schedules.....	46
2. Bid Security Form.....	50
3. Contract Form.....	51
4. Performance Security Form.....	52
5. Bank Guarantee for Advance Payment.....	53
6. Manufacturer's Authorisation Form.....	54

Price Schedule for Goods Offered from Abroad
(Group C bids)

Name of Bidder _____ IFB Number _____

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price FOB or FCA port or place of loading (specify port or place) ¹	Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services ³

¹ Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.

² Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.

³ Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In the case of a discrepancy between the unit price and total, the unit price shall prevail.

Price Schedule for Domestic Goods Offered from within the Purchaser's Country
(Group A and Group B bids)

Name of Bidder _____ IFB Number : _____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ EXW per item	Cost of local labour, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit price per item final destination and unit price of other incidental services ³	Sales and other taxes payable if Contract is awarded

¹ Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include 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 item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

² Indicated as a percentage of the EXW price.

³ Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In the case of a discrepancy between the unit price and total, the unit price shall prevail.

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Purchaser]* (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

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

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between the Zambia Revenue Authority, Revenue House, Kabwe Roundabout, Lusaka hereafter called “the Purchaser”) of the one part and _____ hereinafter called “the Contractor”) of the other part;

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., Supply and delivery of wireless links and has accepted a bid by the Supplier for the supply of those Goods and Services in the sum of _____ 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 be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser 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 their respective laws the day and year first above written.

Signed, sealed and delivered by _____ the _____ (for the Purchaser).

Signed, sealed and delivered by _____ the _____ (for the Supplier).

4. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

5. Bank Guarantee for Advance Payment

To: *[name of Purchaser]*

[Name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

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

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

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

Manufacturer's Authorisation Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorise *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of the Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid. The power of attorney is therefore mandatory for every Bidder to include as part of its bid in addition to the Manufacturers Authorisation Form.