STANDARD BIDDING DOCUMENT

Procurement of Goods
(Open Competitive Bidding)
Supply, Delivery, Installation and Commissioning of Two Elevators at Zambezi River Authority Head Office

Oct 2026

P R O C U R E M E N T D O C U M E N T S

Supply, Installation and Commissioning of Two Elevators at Zambezi River Authority Head Office

Issued on: 30 Sept 2026

Employer: Zambezi River Authority

Standard Bidding Document

Table of Contents

PART 1 – Bidding Procedures 1

Section 1 - Instructions to Bidders 3
Section II - Bid Data Sheet (BDS) 25
Section III - Evaluation and Qualification Criteria 29
Section IV - Bidding Forms 35
Section V - Eligible Countries: N/A 57

PART 2 – Employer's Requirements 58

Section VI - Employer's Requirements 60

PART 3 – Conditions of Contract and Contract Forms 1

Section VII. General Conditions of Contract 3
Section VIII. Particular Conditions of Contract 27
Section IX - Contract Forms 31

PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

Table of Clauses

A. General 5

1. Scope of Bid 5
2. Source of Funds 5
3. Fraud and Corruption 5
4. Eligible Bidders 7
5. Eligible Materials, Equipment and Services 8

B. Contents of Bidding Document 8

6. Sections of Bidding Document 8
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting 9
8. Amendment of Bidding Document 10

C. Preparation of Bids 10

9. Cost of Bidding 10
10. Language of Bid 10
11. Documents Comprising the Bid 11
12. Letter of Bid and Schedules 11
13. Alternative Bids 11
14. Bid Prices and Discounts 12
15. Currencies of Bid and Payment 13
16. Documents Comprising the Technical Proposal 13
17. Documents Establishing the Qualifications of the Bidder 13
18. Period of Validity of Bids 13
19. Bid Security 13
20. Format and Signing of Bid 15

D. Submission and Opening of Bids 15

21. Sealing and Marking of Bids 15
22. Deadline for Submission of Bids 16
23. Late Bids 16
24. Withdrawal, Substitution, and Modification of Bids 16
25. Bid Opening 17

E. Evaluation and Comparison of Bids 18

26. Confidentiality 18

27. Clarification of Bids 18
28. Deviations, Reservations, and Omissions....19
29. Determination of Responsiveness....19
30. Nonconformities, Errors, and Omissions....19
31. Correction of Arithmetical Errors....20
32. Conversion to Single Currency 20
33. Margin of Preference 20
34. Evaluation of Bids 20
35. Comparison of Bids....21
36. Qualification of the Bidder....21
37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids....22

F. Award of Contract 22

38. Award Criteria 22
39. Notification of Award....22
40. Signing of Contract 22
41. Performance Security....23
42. Adjudicator....23

Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are **provided in the BDS**.

1.2 Throughout this Bidding Document:

(a) the term "in writing" means communicated in written form and delivered against receipt;
(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
(c) "day" means calendar day;
(d) the term "Project Manager" refers to the officer, body or institution appointed to oversee the works on behalf of the Authority;

2. Source of Funds

2.1 The Procuring Entity **indicated in the BDS** has secured financing (hereinafter called "funds") toward the cost of the project or programme **named in the BDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

2.2 Payments by the Employer will be made only at the request of the Project Manager

3. Fraud and Corruption

3.1 It is the Authority 's policy, that bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, under the Authority's financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[1] In pursuance of this policy, the Authority:

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

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" 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[2];

(iii) "collusive practice" is an arrangement between two or more parties[3] 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[4];

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Authority 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 Authority's inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the funding allocated to a contract if it determines at any time that representatives of the Employer - engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Employer having taken timely and appropriate action satisfactory to the Authority to remedy the situation; and

(d) will sanction a firm or an individual, at any time, in accordance with prevailing sanctions procedures,

including suspending or barring a bidder in accordance with the Authority's Procurement Procedures.

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

3.3 Furthermore, bidders shall be aware of the provision stated in GCC Sub-Clauses 22.2 and 56.2 (h).

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or Authority-owned entity—subject to ITB 4.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. Unless otherwise **stated in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, 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.

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

(a) they have a controlling partner in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other directly that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is

involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

(f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

(g) a Bidder has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

4.4 A Bidder that has been sanctioned by the Authority in accordance with the above ITB 3.1 (d), shall be ineligible to be awarded a Authority-financed contract, or benefit from a Authority-financed contract, financially or otherwise, during such period of time as the Authority shall determine

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.6 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5. Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures
Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)
Section III - Evaluation and Qualification Criteria
Section IV - Bidding Forms
Section V - Eligible Countries

PART 2 Requirements
Section VI - Works Requirements

PART 3 Conditions of Contract and Contract Forms
Section VII - General Conditions (GC)
Section VIII - Particular Conditions (PC)
Section IX - Contract Forms

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period **given in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any

other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, 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 in the language

specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Letter of Bid;

(b) completed Schedules, in accordance with ITB 12 and 14, or **as stipulated in the BDS**;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB 19;

(d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13;

(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;

(f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;

(g) Technical Proposal in accordance with ITB 16;

(h) In the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and

(i) Any other document **required in the BDS**.

12. Letter of Bid and Schedules

12.1 The Letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

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

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

13.3 When **specified in the BDS** pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices,

and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the best-evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VI (Employer's Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.

14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.

14.5 If so indicated in ITB 1.1, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all contracts are submitted and opened at the same time.

14.6 Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid shall be as **specified in the BDS**.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section *IV* (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Bidder

17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section *IV* (Bidding Forms).

17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for a 7½-percent margin of domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 33.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer 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 19, 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.

19. Bid Security

19.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration

or a bid security **as specified in the BDS**. In the case of a bid security, the amount shall be **as specified in the BDS**.

19.2 A Bid Securing Declaration shall use the form included in Section IV Bidding Forms.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:

(a) an unconditional guarantee, issued by a bank *or surety*;

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security **indicated in the BDS.**

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or bonding company located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Any bid not accompanied by an enforceable and substantially compliant bid security or Bid Securing Declaration, if required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB 19.1, 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 41.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 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 Letter of Bid, except as provided in ITB 18.2 or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 40; or

(ii) furnish a performance security in accordance with ITB 41.

19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

19.9 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 18.2, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 40; or furnish a performance security in accordance with ITB 41;

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

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS,** and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 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. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 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. Procedures for submission, sealing and marking are as follows:

(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 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" 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 22.2 and 22.3.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

21.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 22.1;

(c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and

(d) bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**.

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

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or

modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 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 Letter of Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the bids in public at the address, date and time **specified in the BDS** in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as **specified in the BDS**.

25.2 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. 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.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or Bid Securing Declaration, if required; and any other details as the Employer 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 23.1.

25.4 The Employer 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 contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 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 information on Contract award is communicated to all Bidders.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

26.3 Notwithstanding ITB 25.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer'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 Employer in the evaluation of the bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Determination of Responsiveness

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities 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.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).

31. Correction of Arithmetical Errors

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) only for unit price contracts, 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, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price 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.

31.2 If the Bidder that submitted the best-evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as **specified in the BDS**.

33. Margin of Preference

N/A

34. Evaluation of Bids

34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a bid, the Employer shall consider the following:

(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump

sum contracts, but including Daywork items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.3;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;

(e) adjustment for nonconformities in accordance with ITB 30.3;

(f) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

34.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the best-evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).

34.5 If the bid for an admeasurement contract, which results in the best-evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

35. Comparison of Bids

35.1 The Employer shall compare all substantially responsive bids in accordance with ITB 34.2 to determine the best-evaluated bid.

36. Qualification of the Bidder

36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the best-evaluated and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

36.3 An affirmative determination of qualification 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 Employer shall proceed to the next best-evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Employer 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. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, the Employer 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 Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39. Notification of Award

39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online and in the dgMarket 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.

39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

39.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 39.1, requests in writing the grounds on which its bid was not selected.

40. Signing of Contract

40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

40.2 Within seven (7) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

41. Performance Security

41.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next best-evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

41.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

42. Adjudicator

42.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	The Employer is: **Zambezi River Authority**
ITB 1.1	The name of the bidding process is: **Competitive Bidding** The identification number of the bidding process is: **ZRA/CSD/01/2026** The number and identification of lots comprising this bidding process is: ***N/A***
ITB 2.1	The Employer is: ***Zambezi River Authority***
ITB 2.1	The name of the Project is: **Supply, Delivery, Installation and Commissioning of Two Elevators**
ITB 4.1(a)	The individuals or firms in a JV ***shall*** be jointly and severally liable. Yes

B. Bidding Documents

ITB 7.1	For **clarification purposes** only, the Employer's address is: Attention: The Manager Procurement Street Address: **32 Cha Cha Cha Cha Road, Kariba House, Lusaka** Floor number: 4 City: Lusaka Telephone: +260 211227971-3 Electronic mail address: misozi.mbawo@zambezira.org procurement@zambezira.org Requests for clarification should be received by the Employer BY E-MAIL ONLY no later than:**(7 days from the closing date)**
ITB 7.4	**A Pre-Bid meeting shall take place.** The pre-bid meeting will be at Zambezi River Authority Head Office in the Board Room on the 5th Floor. Time: 10:00 hours Date: **13th October 2026** Place: Zambezi River Authority, Kariba House, 5th Floor Board Room A site visit conducted by the Employer ***shall* be** organized. Contact person for pre-bid is: **Keith Nkomo +260 96 315 3028**

C. Preparation of Bids

ITB 10.1	The language of the bid is: **English**
ITB 11.1 (b)	The following schedules shall be submitted with the bid: **Priced Bill of Quantities**
ITB 11.1 (i)	The Bidder shall submit with its bid the following additional documents: **(1) Certificate of incorporation** **(2) Power of Attorney** **(3) Certificate of valid tax clearance certificate** **(4) National Council for Construction certificate Grade 5 or better in Category B, M or E.** **(5) Manufacturer Authorization Letter or Certificate.**
ITB 13.1	Alternative bids **shall not be** permitted.
ITB 13.2	Alternative times for completion **shall not be** permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
ITB 13.4	Alternative technical solutions shall NOT be permitted for the following parts of the Works: n/a
ITB 14.6	The prices quoted by the Bidder **shall not be** subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder in: **United States Dollars (USD)**
ITB 18.1	The bid validity period shall be: **90 days.**
ITB 19.1	The Bidder shall furnish a bid security in the amount of: **A bid Securing Declaration is required.**
ITB 19.3 (d)	***[Insert other acceptable bid security form.] N/A***
ITB 20.1	In addition to the original of the bid, the number of copies is: **2 Copies and a soft copy in a USB flash drive.**
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: ***POWER OF ATTORNEY REQUIRED***

D. Submission and Opening of Bids

ITB 21.1	Bidders **shall not** have the option of submitting their bids electronically.
ITB 21.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: **N/A**
ITB 22.1	For **bid submission purposes** the Employer's address is: Attention: **Manager - Procurement** Zambezi River Authority 32 Cha Cha Cha Road, Kariba House, Lusaka. Floor/ number: Registry Office- 5th Floor City: Lusaka **ZAMBIA** ***or*** Zambezi River Authority 4th Floor, Club Chambers Building, Corner 3rd Street and Nelson Mandela Avenue, City: Harare **Zimbabwe** **The deadline for bid submission is:** Date **29th of October 2026** Time: **1600 hours**
ITB 25.1	The bid opening shall take place at the addresses indicated in **ITB 22.1**
ITB 25.1	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: ***N/A***

E. Evaluation and Comparison of Bids

ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **United States Dollars (USD)** The source of exchange rate shall be: **Standard Chartered Bank Zambia** The date for the exchange rate shall be: **7 days before closing date**
ITB 42.1	The Adjudicator proposed by the Employer is***: Zambezi River Authority Legal Counsel.***

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post qualification is applied. In accordance with ITB 34 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Table of Criteria

1. Evaluation 30

1.1 Adequacy of Technical Proposal 30
1.2 Multiple Contracts 30
1.3 Completion Time 30
1.4 Technical Alternatives 30

2. Qualification 31

2.4 Experience 31
2.5 Personnel 32
2.6 Equipment 32

1. Evaluation

In addition to the criteria listed in ITB 34.1 (a) – (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methodology, scheduling, and equipment sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI (Employer's Requirements).

1.2 Multiple Contracts

Pursuant to Sub-Clause 34.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows: n/a

1.3 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated: Bidders to provide supply and installation activity schedule as part of the methodology

1.4 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: n/a

2. Qualification

Factor	***2.4 Experience***					
Sub-Factor	*Criteria*					***Documentation Required***
	Requirement	***Bidder***				
		Single Entity	***Joint Venture, Consortium or Association***			
			All partners combined	***Each partner***	***At least one partner***	
2.4.2 Specific Experience	(a)Participation as contractor, management contractor, or subcontractor, in at least **three (3) contracts within the last eight (8) years** ,each with a value of at least **US$75,000 or USD equivalent**), that have been successfully and substantially completed **"turnkey" elevator replacements of similar capacity (1000kg/13 passengers) and travel height of preferably (~18.5m) or better**. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Employer's Requirements.	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP 2.4.2(a)

2.5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions required to execute the work requirements using the format below;

No.	Position	Qualification	Total Work Similar Experience (years)	Resident in Zambia? (Y/N)
1.	Project Manager or Team Leader	Degree in Civil or Mechanical Eng.	10 years' experience in VVVF control systems and structural refurbishment of car frames	
2.	Technicians	Diploma in Mechanical or Electrical Eng	5 years' experience VVVF control systems and structural refurbishment of car frames	Yes
3.	Electrician	Diploma in Electrical Engineering or better	5 years' experience in high voltage works	Yes

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

2.6 Equipment

The Bidder must demonstrate that it will have access to the key equipment required to execute the work requirements using the format below;

No.	Equipment Description	Use of the Equipment	Owned/Leased	Minimum Number required
1	Electric Winches & Chain Blocks:	Rated for at least 2 to 5 tons (depending on the motor weight).		
2	Tirfor/Lever Hoists	For precise positioning of guide rails and car frames		
3	Heavy-Duty Slings and Shackles:	With valid, current load-test certificates		
4	Mobile A-Frames/Gantry Cranes	For use in the machine room if there is no existing lifting beam.		

5.	Laser Alignment Systems	For vertical plumbing of guide rails (far more accurate than traditional plumb bobs for high-rise or multi-story buildings)		
6.	Rail Gauges & Fishplate Alignment Tools	To ensure the tracks are perfectly parallel		
7	Digital Tachometers:	To measure and calibrate contract speed and leveling accuracy		
8	Sound Level Meters:	To verify the new lifts meet decibel (dB) limits for a quiet office environment		
9	Insulation Resistance Testers (Megger)	To check the integrity of old wiring if any is being reused.		
10	Power Quality Analyzers	To ensure the building's power supply is stable enough for modern microprocessor controllers		
11	Digital Multimeters & Oscilloscopes	For troubleshooting communication bus (CAN bus) errors.		
12	Full-Height Safety Hoarding	Modular panels to seal off the lift entrance at every floor during the works.		
13	Lock-Out / Tag-Out (LOTO) Kits	Essential for ensuring the power stays off while technicians are in the pit or on top of the car		
14	Fall Arrest Gear	Full-body harnesses and inertia reels for technicians working in the hoist way.		
15	Mobile Scaffolding or Work Platforms	For safe access to areas between floors		
16	Pallet jacks or specialized trolleys	for moving equipment through the building lobby without damaging the floor tiles		

17	Dedicated Service Vehicles	For day-to-day operations during the project.		

The above equipment list is indicative; bidders can provide equivalent equipment to the above. The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

Section IV - Bidding Forms

Table of Forms

Letter of Bid **36**

Schedules **39**

Bill of Quantities/ Schedules of Prices 39

Form of Bid-Securing Declaration **42**

Technical Proposal **43**

Technical Proposal Forms 43
Forms for Personnel 44
Forms for Equipment 46

Bidder's Qualification **47**

Bidder Information Sheet 48
Party to JV Information Sheet 49
Historical Contract Non-Performance 50
Current Contract Commitments / Works in Progress 51
Financial Situation 52
Average Annual Turnover: N/A 53
Financial Resources 54
Specific Experience 55

Letter of Bid

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing this form and shall be deleted from the final products.

Date: _____
Bidding No.: _____
Invitation for Bid No.: _____

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;

(b) We offer to execute in conformity with the Bidding Documents the following Works:
_____
__

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____;

(d) The discounts offered and the methodology for their application are: _____;

(e) Our bid shall be valid for a period of _____ *[insert validity period as specified in ITB 18.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Bid;[5]

(g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

(h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;

---

[5] *Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause **13.8 Adjustments for Changes in Cost**.*

(i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;

(j) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;

(k) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Authority and by an act of compliance with a decision of the United Nations Security Council;

(l) We are not an Authority owned entity and meet the requirements of ITB 4.5;

(m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [6]

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

(n) 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;

(o) We understand that you are not bound to accept the best-evaluated bid or any other bid that you may receive; and

(p) If awarded the contract, the person named below shall act as Contractor's Representative:

_____

Name: .....

In the capacity of: .....

Signed: .....

Duly authorized to sign the Bid for and on behalf of: .....

Date: .....

Power of attorney

We, the undersigned [Name of Firm], having our registered office at [Firm's Address], hereby appoint:

[Full Name of Authorized Representative], holding the position of **[Job Title]**, with official identification/passport number **[ID No.]**, as our true and lawful attorney to sign all documents, including the Letter of Bid, proposal forms, correspondences, clarifications, and negotiations for the purpose of this RFP (ZRA/HR/01/25) and any resulting contract.

This Power of Attorney shall remain valid until

revoked in writing. Authorized Signature: _____
Name: _____ Position: ___ Date: _____

Witnessed by:
Name: _____ Signature: ____ Date: .

[Attach: ID copy or Certificate of Incorporation / Board Resolution if required]

Financial Proposal

Bill of Quantities/ Schedules of Pricing

Bidders to provide pricing for a turnkey solution which wholly covers the scope of works and the specifications.

Item No.	Description of Works	Qty	Unit	Unit Price (USD)	Total Price (USD)
1	**Decommissioning & Removal**				
1.1	Decommissioning, dismantling, and removal of 2x existing elevator units.	Two (2)	Set		
1.2	Environmentally sound disposal of old components and hazardous materials (oils/buffers).	One (1)	Lot		
2	**Supply of New Equipment**				
2.1	Supply and delivery to site of 2x New Elevator Units (as per technical specs).	Two (2)	Unit		
2.2	Mandatory spare parts package for first 2 years of operation.	One (1)	Lot		
3	**Installation & Civil Works**				
3.1	Installation of rails, car, motor, and control systems.	Two (2)	Set		
3.2	Minor civil/builder's works (modifying hoistway, painting, making good of landings).	One (1)	Lot		
3.3	Electrical works (cabling from main board to machine room).	One (1)	Lot		
4	**Testing & Commissioning**				
4.1	Formal testing, load balancing, and safety parameter configuration.	Two (2)	Set		
4.2	Statutory inspection and certification by Zambian regulatory authorities.	One (1)	Lot		
4.3	Training of Head Office facility staff on emergency operation/rescue.	One (1)	Lot		
5	**Maintenance (Post-Warranty)**				
5.1	Fixed 5-Year Maintenance Contract (Total from 5 year maintenance schedule).	One (1)	Lot		
6.0	Insurance	One (1)	Lot		
7.0	Factory Acceptance Tests	One (1)	Lot		
	SUB-TOTAL (Excl. VAT and Duty)				
	Add VAT				
	GRAND TOTAL EXCLUDING DUTY				

5-Year Maintenance Financial Schedule

Year	Preventive Maintenance Fee (Annual) in USD	Call-out Charges (Fixed) in USD
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Total (5Y)		

The above shall kick in after the warranty period of 12 months.

PAYMENT SCHEDULE

1. **20% Advance Payment (against a Bank Guarantee).**

2. **40% Upon delivery of equipment to the Head Office site.**

3. **20% Upon completion of physical installation.**

4. **10% Upon successful commissioning and handover.**

5. **10% Retention (payable at the end of the 12-month Defects Liability Period).**

Form of Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
Bid No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of* Employer*]*

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 Authority for the period of time of *[insert number of months or years]* starting on *[insert 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 Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, 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: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

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

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

Dated on _____ day of _____, _____ *[insert 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.]

Technical Proposal

Technical Proposal Forms and Submission

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Supply and Installation Activity Schedule

Statement of Compliance Form

Forms for Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position : Project Manager or Team Leader**
	Name
2.	**Title of position : Certified Technician**
	Name
3.	**Title of position : Electrician**
	Name
4.	**Title of position**
	Name
5.	**Title of position**
	Name
6.	**Title of position**
	Name
etc.	**Title of position**
	Name

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

Position*		
Personnel information	**Name ***	**Date of birth**
	Professional qualifications	
Present employment	**Name of** Employer	
	Address of Employer	
	Telephone	**Contact (manager / personnel officer)**
	Fax	**E-mail**
	Job title	**Years with present** Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project , Position, and Relevant Technical and Management Experience*

Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	**Name of manufacturer**	**Model and power rating**
	Capacity*	**Year of manufacture***
Current Status	**Current location**	
	Details of current commitments	
Source	**Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured**	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	**Name of owner**	
	Address of owner	
	Telephone	**Contact name and title**
	Fax	**Telex**
Agreements	**Details of rental / lease / manufacture agreements specific to the project**	

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI 1.1

Bidder Information Sheet

Date: _____
Bidding No.: _____
Invitation for Bid No.: _____
Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 4.1 ☐ In case of Authority owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.

Form ELI 1.2

Party to JV Information Sheet

Date: _____
Bidding No.: _____
Invitation for Bid No.:_____
Page _____ of_ _____ pages

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: □□□ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. □ In case of Authority owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.

Form CON – 2

Historical Contract Non-Performance

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ _____

Bidding No.: _____

Page _____ of _____ pages

Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria)			
☐☐☐Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria) ☐☐☐Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III(Evaluation and Qualification Criteria).			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria)			
☐☐☐No pending litigation in accordance with Sub-Factor 2.2.2 of Section III(Evaluation and Qualification Criteria) ☐ Pending litigation in accordance with Sub-Factor 2.2.2 of Section III(Evaluation and Qualification Criteria), as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

Form CCC

Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	**Employer, contact address/tel/fax**	**Value of outstanding work (current US$ equivalent)**	**Estimated completion date**	**Average monthly invoicing over last six months (US$/month)**
1.				
2.				
3.				
4.				
5.				
etc.				

Financial Situation

Historical Financial Performance

Attach financial statements for the last three (3) years. These to be prepared by a Chartered Accountant.

Form FIN – 3.2

Average Annual Turnover: N/A

Form FIN3.3

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

Source of financing	**Amount (US$ equivalent)**
1.	
2.	
3.	
4.	

- The minimum required cashflow from the possible sources of financing is **US$70,000.00**

Experience

Form EXP – 2.4.2(a)

Specific Experience

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Bidding No.: _____

Page _____ of _____ pages

Similar Contract Number: ___ *[insert specific number]* of ___*[insert total number of contracts* required.	**Information**		
Contract Identification	_____		
Award date Completion date	_____ _____		
Role in Contract	☐ Contractor	☐ Management Contractor	☐ Subcontractor
Total contract amount	_____		US$_____
If partner in a JV or subcontractor, specify participation of total contract amount	_____%	_____	US$_____
Employer's Name:	_____		
Address: Telephone/fax number: E-mail:	_____ _____ _____ _____		

Form EXP – 2.4.2(a) (cont.)

Specific Experience (cont.)

Bidder's Legal Name: _____ Page _____ of _____ pages

JV Partner Legal Name: _____

Similar Contract No. __*[insert specific number]* of ___*[insert total number of contracts]* required	**Information**
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria):	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

The above Form EXP – 2.4.2(a) should be accompanied by three signed reference letters indicating the previous work claimed in the form by the bidder. These reference letters should be attached together with the bid.

Method Statement

Contractors shall provide a method statement demonstrating execution of the works including Phase 1 and Phase 2. Bidder shall also provide a maintenance methodology which should be accompanied by a detailed monthly and quarterly preventive maintenance schedule

Mobilization Schedule

Shall be part of the method statement. Bidder to attach a Gant Chart showing a schedule of activities. The Gant Chart should show how work will be done and completed within the required period of **5 months**.

Supply & Installation Activity Schedule

Shall be part of the method statement

Section V - Eligible Countries: N/A

PART 2 – Employer's Requirements

Section VI - Employer's Requirements

Table of Contents

Scope of the Works……2-58

Specifications 2-61

Drawings ..... 2-Error! Bookmark not defined.

Supplementary Information 2-61

Scope of the Works

KARIBA HOUSE ELEVATORS REPLACEMENT PROJECT

1. PROJECT SCOPE

1.1 INITIATION

The project has been duly formalised to commence as an existing project which must continue to the next phase. For this purpose, the Project Charter is vested in the Projects Coordinator for purposes of all project resources (human, financial and materials) from outset to closeout.

1.2 SCOPE OF WORKS

The project will be executed in two phases:
Phase 1 – Replacement of Lift 1 while Lift 2 remains operational
Phase 2 – Replacement of Lift 2 following successful commissioning of Lift 1

1.2.1 PHASE 1 - REPLACEMENT OF LIFT 1

Elevator Shaft

Resuscitate Lighting to full operation in the elevator shaft

1.1.1.1. Install safety nets to protect Lift 2's shaft from falling objects.

1.1.2. **Decommissioning of Lift 1**

1.1.2.1. Fully isolate Lift 1 electrical power without affecting Lift 2 or any other building services.

1.1.2.2. Provide auxiliary electricity as required without disturbing other loads.

1.1.2.3. Provide firefighting equipment for hot works.

1.1.3. **Removal of Existing Lift 1 Component**

1.1.3.1. The contractor shall dismantle and remove the following:

1.1.3.2. Controller cabinet and obsolete control wiring.

1.1.3.3. Motor and geared traction assembly including redundant power cabling.

1.1.3.4. Hoist wire ropes.

1.1.3.5. Car doors and operating panels.

1.1.3.6. Any additional outdated or obstructive elements hindering installation.

1.1.3.7.

1.1.4. **Installation of New Lift 1 Components**

1.1.4.1. Components to be Retained, Refurbished & Painted (Mandatory for Both Lifts)

1.1.4.2. The following components shall NOT be replaced but must be retained, refurbished, calibrated (where applicable), and painted:

1.1.4.2.1. Car Steel Frame – retain, inspect for structural integrity, refurbish, and paint.

1.1.4.2.2. Counterweight – retain, refurbish, calibrate, and paint.

1.1.4.2.3.

1.1.4.2.4. These elements must remain part of the system unless integrity inspections prove defects requiring corrective action.

1.1.5. **Car and Counterweight Rollers & Lubricators**

1.1.5.1. For both Lift 1 and Lift 2, the following requirements apply to both the elevator car and the counterweight

1.1.5.2. Roller Replacement (If Necessary – Car & Counterweight)

1.1.5.2.1. Any roller assemblies exhibiting wear, noise, cracked tread, bearing failure, misalignment, flat-spotting must be replaced immediately with manufacturer-recommended heavy-duty assemblies.

1.1.5.3. Lubricators (Car & Counterweight)

1.1.5.3.1. All guide rail lubricators for both car and counterweight shall be inspected, replaced if worn, defective, or missing, fitted with new reservoirs, wicks/brushes, and mounting brackets. Lubricators must be fully compatible with the serviced or replaced guide rails.

1.1.6. **Machine Room Equipment**

1.1.6.1. Install a new microprocessor based controller with HMI/SCADA diagnostic interface.

1.1.6.2. Replace the traction machine with a gearless VVVF brushless motor assembly as per the specification.

1.1.6.3. Install new hoist steel ropes and governor rope.

1.1.6.4. Install machine room ventilation fans.

1.1.6.5. Replace disconnect switches, safety relays, and wiring.

1.1.7. **Elevator Car Works**

1.1.7.1. Replace complete door operator system with modern compatible unit.

1.1.7.2. Install new car doors with safety edges/light curtains.

1.1.7.3. Replace car interior finishes (panels, flooring, ceilings).

1.1.7.4. Install new LED car lighting.

1.1.7.5. Replace car operating panel (COP).

1.1.7.6. Install new emergency intercom (Car to guardroom/reception).

1.1.7.7. Install new travelling cable.

1.1.8. **Hoist Shaft Components**

1.1.8.1. Install new landing door locks and door mechanisms.
1.1.8.2. Replace or upgrade guide rail brackets as required.

1.1.9. **Landing Floors (Seven Floors)**
1.1.9.1. Install new landing door frames and door panels.
1.1.9.2. Install new hall call stations.
1.1.9.3. Install new hall position indicators.
1.1.9.4. Perform door surround finishing and alignment.

1.1.10. **Safety and Accessory Components**
1.1.10.1. Replace the following components:
1.1.10.1.1. Overspeed governor rope.
1.1.10.1.2. Buffers and buffer switches.
1.1.10.1.3. Safety gear and limit switches.
1.1.10.1.4. Load weighing device.
1.1.10.1.5. Emergency brake if necessary.

1.1.11. **Testing, Commissioning and Handover (Lift 1)**
1.1.11.1. Conduct mechanical, electrical, and operational tests.
1.1.11.2. Perform load tests and safety certification.
1.1.11.3. Provide operation manuals and training.
1.1.11.4. Handover Lift 1 in full turnkey operational condition.

1.1.12. **PHASE 2 – REPLACEMENT OF LIFT 2**

1.1.13. **Replication of Works**
1.1.13.1. All works performed in Phase 1 on Lift 1 shall be replicated for Lift 2 including rollers and lubricators for both car and counterweight, while ensuring Lift 1 remains operational.

1.1.14. **Retained Components for Lift 2**
1.1.14.1. As with Lift 1:
1.1.14.1.1. Car Steel Frame – retain, refurbish, paint
1.1.14.1.2. Counterweight – retain, refurbish, calibrate, paint
1.1.14.1.3. Car and counterweight rollers and lubricator – inspect, replace if necessary

1.3 SCOPE DEFINITION

The contractor shall provide a Work Breakdown Structure (WBS) to conform to the entire elements of **Section 1.2**, presented in a Gantt chart format which should clearly define the works program for the entire duration of the project cycle. This input is essential for tracking progress and accurate estimates of resource allocation both on the part of the client as well as the contractor.

1.4 SCOPE VERIFICATION

Phase 1 (Lift 1) and Phase 2 (Starboard Unit) shall each be duly verified at the end of the feasibility study and after the design and development stage (before implementation stage). For this purpose, relevant drawings of all aspects of the prospective lift (structural, civil, mechanical and electrical) are to be presented to the Projects Coordinator.

1.5 SCOPE CONTROL

Provided that:

1.5.1 Need for scope changes shall be mutually discussed and agreed between the client (Project Coordinator) and contractor.

1.5.2 Scope changes are indisputably determined if and when they have occurred.

1.5.3 Scope changes are managed amicably.

1.5.4 Weekly site meetings to be convened at agreed dates and times

1.6 PROJECT CLOSING

1.6.1 A formal project closing meeting shall be held between the client and contract to analyse post-mortem issues arising from the undertaking.

1.6.2 A project report shall be generated, circulated and filed to serve as invaluable insight for success in similar projects in future.

2 PRODUCT SPECIFICATION – KARIBA HOUSE LIFTS

Below is a table listing aspects of generic features of a standard lift and to be treated as the minimal expected specifications for the proposed lifts at Kariba House.

ITEM #	DESCRIPTIONS	SPECIFICATIONS	
1	Model		Bidder to provide

2	Load (Capacity)		1000 kg / 13 Passengers
3	Speed		1.0 - 1.75 m/s
4	Stops & Openings		7
5	Landings Served		7 Floors
6	Travel		18.57 m
7	Motion Control		Variable-Frequency, Variable Voltage
8	Operation Control		Programmed Controller
9	Machine Room Position		Machine Room Available
10	Headroom		4000 mm
11	Hoistway Size		2390 mm (W), 2200 mm (H)
12	Car Dimensions		1600 mm (W), 1400 mm (H)
13	Type of Car		Subject to Model
14	Power Supply		380/415 Volts 3-Phase 50 Hz
	CAR DESIGN FINISHES		
15	Number of Entrances		One entrance
16	Front and Doors		Hairline Stainless Steel (Central Opening)
17	Rear and Sidewalls		Mirror and Stainless Steel
18	Ceiling		Hairline Stainless Steel with Mirror
19	Flooring		Marble beige
20	Handrail		Tubular Stainless on Three sides
21	Mirror		Full-Height
22	Lighting		Recessed White LED Backed by Emergency Car Light
23	Car and Landing Door Sills		Aluminium
	ENTRANCES		
24	Type of car and Landing Entrances		Power operated doors with VF control
25	Type of Landing Doors		Hairline Stainless Steel
26	Clear Opening		1000 mm x 2100 mm
27	Type of Landing Door Frames		Small frames
28	Landing Entrance Finish		Hairline stainless steel
	CAR FIXTURES		
29	Car Landing Push buttons		Micro-movement push buttons
30	Car Operating Panel		Columnar Stainless steel with LED Position and Travel Direction Indicator
31	No. of COPs per Car		1
32	Mounting Location		Right side
33	COP Face Finish		Hairline stainless steel
34	Overload Warning		Amber Flashing Indication Light

35	Automatic Rescue Operation		Route Car to Nearest Landing
36	Buttons		Standard

HALL FIXTURE

37	Hall Buttons Type		Standard
38	Hall Position Indicator		Standard
39	Faceplate Finish		Hairline Stainless Steel
40	No. of Hall Rises Per Floor		1

COMMUNICATION

41	Alarm		Distress & Fire
42	Intercom (Car to Guard room/reception)		Installed to Porter
43	Voice Synthesizer		For Floor and Travel Direction Announcement
44	Elevator Monitoring System with PC/Laptop		User Diagnostics

	Detailed Scope of Work
	PHASE 1
1	Decommissioning of only Lift 1 which is currently disused while sustaining Lift 2 in its current operational state for the duration of the replacement works of the former
	Decommissioning is carried out with all necessary safety precautions having been taken into consideration regarding isolation of all power sources to Lift 1
	Isolation of power does not impair the normal operation of Lift 2 or any other electrical services of the premises for that matter
	Auxiliary power supplies for works affecting Lift 1 may be drawn from the premises designated mains power source outlets without perturbations to normal power supply to other services of the premises including Lift 2
	Firefighting facilities are provided for all works particularly hot working where it is mandatory to ensure that appropriate fire extinguishers and fire blankets are suitably located at the worksite safety nets shall be erected for the prevention of tools and parts from falling into working areas of Lift 2 or from striking persons working in lower levels of Lift 1 work areas
	Removal of all of the following components of Lift 1 as follows:
	Controller cabinet including control cabling which is either unnecessary or antiquated
	Motor and gear assembly in the Machine Hall including power cabling which is either unnecessary or antiquated

	Detailed Scope of Work
	• Steel wire ropes • Doors and Control Panel • All such parts of the existing structure of the PORTs unit necessary for facilitating speedy execution of works without obstruction
	1.1.1 Replacement of all of the components listed in **Section 1.2.2.** with new and compatible components as follows: 1.1.1.1 Controller cabinet which should present enhanced user-serviceable features including trouble shooting interface portals such as HMI/SCADA panel. 1.1.1.2 Gearless, variable-voltage, variable-frequency brushless motor hoist drive assembly to replace current geared-motor traction (option for use of machine hall remains). 1.1.1.3 Steel wire ropes and governor wire rope. 1.1.1.4 Car fixtures and securing fixtures (with enhanced customized interior features as stipulated). 1.1.1.5 Doors and Control Panel (with enhanced car operating panel features as stipulated). 1.1.1.6 1.1.1.7 All such parts removed from the old structure of Lift 1 necessary for facilitating speedy restoration of operations without safety impediments. 1.1.1.8 The Car Steel frame should be refurbished and painted 1.1.1.9 Counterweight refurbishment and calibration
	1.1.2 Testing, Commissioning and handover the completed and functionary replacement Lift 1, set to work on 'turnkey' basis to constitute the closeout and signed-off conclusion of Phase 1 of this project.

	Detailed Scope of Work
	Phase 2
	2.1.1 Replication of **ALL** the works conducted in Phase 1 on Lift 1 from **Section 1.2.1** to **Section 1.2.12.** applied in reciprocal manner with respect to Lift 2.

	Equipment Specifications			
ITEM #	**DESCRIPTIONS**		**SPECIFICATIONS**	**Bidder/s Offered Specifications**
1	Model		Bidder to provide	
2	Load (Capacity)		1000 kg / 13 Passengers	
3	Speed		1.0 - 1.75 m/s	
4	Stops & Openings		7	
5	Landings Served		7 Floors	
6	Travel		18.57 m	
7	Motion Control		Variable-Frequency, Variable Voltage	
8	Operation Control		Programmed Controller	
9	Machine Room Position		Machine Room Available	
10	Headroom		4000 mm	
11	Hoistway Size		2390 mm (W), 2200 mm (H)	
12	Car Dimensions		1600 mm (W), 1400 mm (H)	
13	Type of Car		Subject to Model	
14	Power Supply		380/415 Volts 3-Phase 50 Hz	

	CAR DESIGN FINISHES		ZRA SPECIFICATIONS	BIDDER'S OFFERED SPECIFICATIONS
15	Number of Entrances		One entrance	
16	Front and Doors		Hairline Stainless Steel (Central Opening)	
17	Rear and Sidewalls		Mirror and Stainless Steel	
18	Ceiling		Hairline Stainless Steel with Mirror	
19	Flooring		Marble beige	
20	Handrail		Tubular Stainless on Three sides	
21	Mirror		Full-Height	
22	Lighting		Recessed White LED Backed by Emergency Car Light	
23	Car and Landing Door Sills		Aluminium	

	ENTRANCES		ZRA SPECIFICATIONS	BIDDER'S OFFERED SPECIFICATIONS
24	Type of car and Landing Entrances		Power operated doors with VF control	
25	Type of Landing Doors		Hairline Stainless Steel	
26	Clear Opening		1000 mm x 2100 mm	
27	Type of Landing Door Frames		Small frames	
28	Landing Entrance Finish		Hairline stainless steel	

	CAR FIXTURES		ZRA SPECIFICATIONS	BIDDER'S OFFERED SPECIFICATIONS
29	Car Landing Push buttons		Micro-movement push buttons	
30	Car Operating Panel (COP)		Columnar Stainless steel with LED Position and Travel Direction Indicator	
31	No. of COPs per Car		1	

32	Mounting Location		Right side	
33	COP Face Finish		Hairline stainless steel	
34	Overload Warning		Amber Flashing Indication Light	
35	Automatic Rescue Operation		Route Car to Nearest Landing	
36	Buttons		Standard	

	HALL FIXTURE		ZRA SPECIFICATIONS	BIDDER'S OFFERED SPECIFICATIONS
37	Hall Buttons Type		Standard	
38	Hall Position Indicator		Standard	
39	Faceplate Finish		Hairline Stainless Steel	
40	No. of Hall Rises Per Floor		1	

	COMMUNICATION		ZRA SPECIFICATIONS	BIDDER'S OFFERED SPECIFICATIONS
41	Alarm		Distress & Fire	
42	Intercom (Car to Guard house/reception)		Installed to Porter	
43	Voice Synthesizer		For Floor and Travel Direction Announcement	
44	Elevator Monitoring System with PC/Laptop		User Diagnostics	

..... **.....** **.....**

Authorized Signature **Name in Capitals** **Position**

.....

Date

Local Support & Emergency Response in Zambia

No	Description	Bidder's Offer
1	Must have Local service centre or centres in Zambia (State number of centres)	
2	No. of certified technicians (Certified by OEM) at least 2	
3	Guaranteed Response (Entrapment),	……..Minutes
4	Guaranteed Response (Repairs)	…….Hours
5	24/7 Call Center Number	

All maintenance shall comply with EN 81-20/50 or equivalent international safety standards.

List of Spare Parts

No.	Spare part description	Part No.	Annual Quantity

List the spare parts required for planned repairs or maintenance.

We declare continued availability of the spare parts for a duration of 10 years from date of commissioning and acceptance of the elevators.

Signed: …….. **Date: ……..**

In capacity of : ……..

Name of Person Signing: …….

Name of Bidder: ……..

Warranty Schedule

No.	Description	Bidder's Offer
1	12 months from date of commissioning and acceptance of the elevator.	

PART 3 – Conditions of Contract and Contract Forms

Section VII. General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

Table of Clauses

A. General 6

1. Definitions 6
2. Interpretation 8
3. Language and Law 9
4. Project Manager's Decisions 9
5. Delegation 9
6. Communications 9
7. Subcontracting 9
8. Other Contractors 9
9. Personnel and Equipment 10
10. Employer's and Contractor's Risks 10
11. Employer's Risks 10
12. Contractor's Risks 11
13. Insurance 11
14. Site Data 11
15. Contractor to Construct the Works 11
16. The Works to Be Completed by the Intended Completion Date 11
17. Approval by the Project Manager 12
18. Safety 12
19. Discoveries 12
20. Possession of the Site 12
21. Access to the Site 12
22. Instructions, Inspections and Audits 13
23. Appointment of the Adjudicator 13
24. Procedure for Disputes 13

B. Time Control 14

25. Program 14
26. Extension of the Intended Completion Date 14
27. Acceleration 15
28. Delays Ordered by the Project Manager 15
29. Management Meetings 15
30. Early Warning 15

C. Quality Control 15

31. Identifying Defects 15
32. Tests 16
33. Correction of Defects 16
34. Uncorrected Defects 16

D. Cost Control 16

35. Contract Price....16
36. Changes in the Contract Price....16
37. Variations....17
38. Cash Flow Forecasts....17
39. Payment Certificates....18
40. Payments....18
41. Compensation Events....19
42. Tax 20
43. Currencies....20
44. Price Adjustment....20
45. Retention....21
46. Liquidated Damages....21
47. Bonus 21
48. Advance Payment....22
49. Securities....22
50. Dayworks....22
51. Cost of Repairs....22

E. Finishing the Contract....23

52. Completion....23
53. Taking Over....23
54. Final Account....23
55. Operating and Maintenance Manuals....23
56. Termination....23
57. Fraud and Corruption....24
58. Payment upon Termination....25
59. Property....26
60. Release from Performance....26
61. Suspension of Contractor....26

General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

(a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

(c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

(d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

(e) Compensation Events are those defined in GCC Clause 41 hereunder.

(f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 52.1.

(g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.

(h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.

(i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

(j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

(k) Days are calendar days; months are calendar months.

(l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(m) A Defect is any part of the Works not completed in accordance with the Contract.

(n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.

(o) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.

(p) Adjudicator means the single person appointed under Clause 23.

(q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

(r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.

(s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

(u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

(v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

(z) PCC means Particular Conditions of Contract

(aa) The Site is the area **defined as such in the PCC**.

(bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

(dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(gg) A Variation is an instruction given by the Project Manager which varies the Works.

(hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Agreement,

(b) Letter of Acceptance,

(c) Contractor's Bid,

(d) Particular Conditions of Contract,

(e) General Conditions of Contract,

(f) Specifications,

(g) Drawings,

(h) Bill of Quantities,[7] and

(i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 Otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

[7] *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."*

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the

Completion Date

approval of the Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit, and shall cause its Subcontractors and subconsultants to permit, the Authority and/or persons appointed by the Authority to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors 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 Authority if requested by the Authority. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the Authority's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to THE AUTHORITY's prevailing sanctions procedures).

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

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

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

within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the PCC.**

B. Time Control

25. Program

25.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a

delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

28. Delays Ordered by the Project Manager

28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

29. Management Meetings

29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

31. Identifying Defects

31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager

may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

32. Tests

32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

33. Correction of Defects

33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

34. Uncorrected Defects

34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control and Payments

35. Contract Price

35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

36. Changes in the Contract Price

36.1 In the case of an admeasurement contract:

(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

(b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by

more than 15 percent, except with the prior approval of the Employer.

(c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

37. Variations

37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. Cash Flow Forecasts

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the

Contract, converted as necessary using the Contract exchange rates.

39. Payment Certificates

39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

39.3 The value of work executed shall be determined by the Project Manager.

39.4 The value of work executed shall comprise:

(a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

39.5 The value of work executed shall include the valuation of Variations and Compensation Events.

39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40. Payments

40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

41.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project

Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

43.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC,** the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

44. Price Adjustment

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$\mathbf{P_c = A_c + B_c\ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients[8] **specified in the PCC,** representing the nonadjustable and adjustable portions,

[8] *The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or*

respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

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

45. Retention

45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

46. Liquidated Damages

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

46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

47. Bonus

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

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other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

48. Advance Payment

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

50. Dayworks

50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

51. Cost of Repairs

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the

Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

52. Completion

52.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

53. Taking Over

53.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

54. Final Account

54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

55. Operating and Maintenance Manuals

55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**

55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1**,** or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

56. Termination

56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or

(h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. Fraud and Corruption

57.1 If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, subconsultants, services 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 Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by Employer].

57.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

57.3 For the purposes of this Sub-Clause:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[9];

(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[10];

(iii) "collusive practice" is an arrangement between two or more parties[11] 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[12];

(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 the Authority 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 Authority's inspection and audit rights provided for under Sub-Clause 22.2.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed

solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

61. Suspension of Contractor

61.1 In the event that THE AUTHORITY suspends the Contractor pursuant to the Public Procurement Act of 2008:

(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received THE AUTHORITY's suspension notice.

(b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

Section VIII. Particular Conditions of Contract

A. General	
GCC 1.1 (r)	The Employer is: Zambezi River Authority
GCC 1.1 (v)	**The Intended Completion Date**: **4 months** for delivery of equipment and **one month** for installation and commissioning, all calculated from the day of signing contract.
GCC 1.1 (y)	The Project Manager is: Eng. Remmy
GCC 1.1 (aa)	The Site is located at: Zambezi River Authority, 32 Cha Cha Cha Road, Kariba House, Lusaka.
GCC 1.1 (dd)	The Start Date shall be: 14 Days from the date of contract signing
GCC 1.1 (hh)	The Works consist of: see scope of works
GCC 2.2	Sectional Completions are: N/A
GCC 2.3(i)	The following documents also form part of the Contract: (1) Letter of bid acceptance (2) General Conditions of Contract (3) Special Conditions of Contract (4) Scope of Works (5) Employer's Bidding Document (6) Contractor's Bid
GCC 3.1	The language of the contract is: English *The language shall be that of the bid].* The law that applies to the Contract is the law of Zambia.
GCC 5.1	The Project Manager may delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: N/A
GCC 13.1	The minimum insurance amounts and deductibles shall be: As per the applicable insurance laws. All risk insurance cover.
GCC 14.1	Site Data are: To be advised at Contract signing

GCC 20.1	The Site Possession Date: To be determined at the time of contract signing.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: *Zambezi River Authority*
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: *N/A*
GCC 24.4	Institution whose arbitration procedures shall be used: Arbitration Council of Zambia The place of arbitration shall be: Lusaka, Zambia
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Supply and Installation Works within *14* days from the date of the Letter of Acceptance.
GCC 25.3	The period between Program updates is *30* days. The amount to be withheld for late submission of an updated Program is: **US$1,000.00**
C. Quality Control	
GCC 33.1	The Defects Liability Period is: **6 Months**.
D. Cost Control & Payments	
GCC 39.4	The contract is Lumpsum contract. Payment will be in accordance with the value of work executed and completed in accordance with the activities in the Activity Schedule.
GCC 43.1	The currency of the Employer's country is: **Zambian Kwacha**
GCC 44.1	The Contract is NOT subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients *does not* apply.
GCC 45.1	The proportion of payments retained is: **10% from every payment certificate and 5% shall be returned to the contractor after commissioning and issue of a certificate of completion and the balance of 5% at the end of the defects liability period. The contractor may substitute the retention money with an "on demand" Bank guarantee.**
GCC 46.1	The liquidated damages for the whole of the Works are: 0.05% per day. The maximum amount of liquidated damages for the whole of the Works is *10 percentage* of the final Contract Price.
GCC 47.1	The Bonus for the whole of the Works is: N/A

GCC 48.1	The Advance Payments shall be: **as per the proposed payment schedule in the bidding document.**
GCC 49.1	**The Performance Security amount is:** (b) Performance Bond/security: 10% of the Contract amount and should be provided before commencement of the contract.
E. Finishing the Contract	
GCC 55.1	The date by which operating and maintenance manuals are required is: Commissioning Date The date by which "as built" drawings are required is: Commissioning Date
GCC 55.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is: **ZMW 100,000.00**
GCC 56.2 (g)	The maximum number of days is: 60 days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is: 15%

Section IX - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of Acceptance **3-32**

Contract Agreement **3-33**

Performance Security **3-35**

Advance Payment Security **3-36**

Letter of Acceptance

[on letterhead paper of the Employer***]***

. . . . . ***[date]***. . . . . .

To: . . . . . ***[name and address of the Contractor]*** . . . . . .

Subject: . . . . . ***[Notification of Award Contract No]***. . . . . .

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section IX (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

We accept that _____***[insert the name of Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator.

[or]

We do not accept that _____***[insert the name of the Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____***[insert name of the Appointing Authority]***, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 42.1 and GCC 23.1.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . . . ., ..., between . . . . . ***[name of the*** Employer***]***. . . . . (hereinafter "the Employer"), of the one part, and . . . . . ***[name of the Contractor]***. . . . .(hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . ***[name of the Contract]***. . . . . .should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents*.*

(a) This contract agreement

(b) the Letter of Acceptance

(c) minutes of contract negotiations

(d) the Bid

(e) the Addenda Nos . . . . . ***[insert addenda numbers if any]***. . . . .

(f) the Particular Conditions

(g) the General Conditions;

(h) the Specification

(i) the Drawings*;* and

(j) the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 . . . . . ***[name of country]***. . . . .on the day, month and year indicated above.

Signed by:	Signed by: .....
for and on behalf of the Employer	for and on behalf the Contractor
in the presence of:	in the presence of: .....
Witness, Name, Signature, Address, Date	Witness, Name, Signature, Address, Date

Performance Security

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

Beneficiary: *.....[Name and Address of* Employer*] .....*

Date: *.....*

Performance Guarantee No.: *.....*

We have been informed that . . . . . ***[name of the Contractor]***. . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . ***[reference number of the Contract]***. . . . . dated . . . . . .with you, for the execution of . . . . . ***[name of contract and brief description of Works]***. . . . . (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 Contractor, we . . . . . ***[name of the Bank]***. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . ***[name of the currency and amount in figures]*** [1]. . . . . (. . . . . ***[amount in words]***. . . . .) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . Day of . . . . . , ... [2], 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.

. . . . . .

[Seal of Bank and Signature(s)]

Note –

Advance Payment Security

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

Beneficiary: ..... *[Name and Address of Employer]* .....
Date: .....
Advance Payment Guarantee No.: .....

We have been informed that . . . . . ***[name of the Contractor]***. . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . ***[reference number of the Contract]***. . . . . dated . . . . . .with you, for the execution of . . . . . ***[name of contract and brief description of Works]***. . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . . ***[name of the currency and amount in figures]*** [1]. . . . . (. . . . . ***[amount in words]***. . . . .) is to be made against an advance payment guarantee.

At the request of the Contractor, we . . . . . ***[name of the Bank]***. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . ***[name of the currency and amount in figures]****. . . . . (. . . . . ***[amount in words]***. . . . .) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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 Contractor on its account number . . . . . ***[Contractor's account number]***. . . . . at . . . . . ***[name and address of the Bank]***. . . . . .

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of . . . . . , ... [2], whichever is earlier. Consequently, any demand for payment under this guarantee 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.

. . . . . ***[Seal of Bank and Signature(s)]***. . . . . .