



**Tender for the Supply of Power Grid
Connection Services at INFRATEL Tower
Sites on One (1No.) Year Framework
Agreement- INFRATEL/TD/ONB/002/2021**

September 2021

Foreword

These Bidding Documents for Procurement of Goods and Services have been prepared by the Zambia Public Procurement Authority to be used for the procurement of Goods and Services through Open National Bidding (ONB) following the procedure of Framework Agreements (FA) with one or multiple suppliers in projects that are financed in whole or in part by the Government of the Republic of Zambia.

These Standard Bidding Documents are based on the Master Bidding Documents for Procurement of Goods and User's Guide, prepared by the Multilateral Development Banks and International Financing Institutions. They are customized to be consistent with the Public Procurement Act No. 8 of 2020 of the Laws of Zambia and the Public Procurement Regulations, Statutory Instrument No. 63 of 2011. The Master Bidding Documents reflect "international best practices".

These Bidding Documents for Procurement of Goods and Services assumes that no prequalification has taken place before bidding.

Those wishing to submit comments or questions on these Bidding Documents or to obtain additional information on procurement in Zambia are encouraged to contact:

The Director General
Zambia Public Procurement Authority
Procurement House
Stand No. 11790 Sub J
P.O. Box 31009
Longacres, Lusaka
ZAMBIA
<http://www.zppa.org.zm>

SBD for Procurement of Goods

Summary

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

Section II. Bidding Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the best-evaluated bid, and the Bidder's qualification requirements to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, and Bid Security to be submitted with the Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – SUPPLY REQUIREMENTS

Section VI. Schedule of Requirements

This Section includes the List of Goods and Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Services to be procured.

PART 3 – CONTRACT

Section VII. General Conditions of Framework Agreement (GCFA)

This Section includes the general clauses to be applied in all contracts under the Framework Agreement. The text of the clauses in this Section shall not be modified.

Section VIII. Special Conditions of Framework Agreement (SCFA)

This Section includes clauses specific to each Framework Agreement contract that modify or supplement Section VII, General Conditions of Contract.

Section IX: Contract Forms

This Section includes the form for the Agreement, which once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

I.

II.Attachment: Invitation for Bids

III.

IV.An “Invitation for Bids” form is provided at the end of the Bidding Documents for information.

BIDDING DOCUMENTS
Issued on 24th September 2021

For

Procurement of
Tender for Supply of Grid Connection Services at
INFRATEL Sites on one (1No.) year Framework
Agreement
Multiple Supplier (s)

ONB No: *INFRATEL/TD/ONB/002/2021*

Project/Program: *Supply of Grid Connection Services*
at INFRATEL Sites

Procuring Entity: *Infratel Corporation Limited*
(*INFRATEL*)

Table of Contents

PART 1 – Bidding Procedures.....	1
Section I. Instructions to Bidders.....	2
Section II. Bidding Data Sheet (BDS).....	17
Section III. Evaluation and Qualification Criteria	22
Section IV. Bidding Forms	26
Section V. Eligible Countries	32
PART 2 – Supply Requirements.....	33
Section VI. Schedule of Requirements	34
PART 3 - Contract.....	42
Section VII. General Conditions of Contract.....	43
Section VIII. Special Conditions of Contract	57
Section IX. Contract Forms	59

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

A. General.....	4
1 Scope of Bid.....	4
2 Source of Funds.....	5
3 Fraud and Corruption	5
4 Eligible Bidders.....	6
5 Eligible Goods and Related Services.....	6
B. Contents of Bidding Documents.....	7
6 Sections of Bidding Documents	7
7 Clarification of Bidding Documents	7
8 Amendment of Bidding Documents.....	7
C. Preparation of Bids	8
9 Cost of Bidding	8
10 Language of Bid	8
11 Documents Comprising the Bid	8
12 Bid Submission Form and Price Schedules.....	8
13 Alternative Bids.....	8
14 Bid Prices and Discounts.....	8
15 Documents Establishing the Eligibility of the Bidder	9
16 Documents Establishing the Conformity of the Goods and Related Services.....	9
17 Documents Establishing the Qualifications of the Bidder.....	9
18 Period of Validity of Bids.....	10
19 Bid Security	10
20 Format and Signing of Bid	10
D. Submission and Opening of Bids.....	11
21 Submission, Sealing and Marking of Bids	11
22 Deadline for Submission of Bids.....	11

23	Late Bids	11
24	Withdrawal, Substitution, and Modification of Bids.....	12
25	Bid Opening	12
E.	Evaluation and Comparison of Bids.....	13
26	Confidentiality	13
27	Clarification of Bids	13
28	Responsiveness of Bids	13
29	Non-conformities, Errors, and Omissions	13
30	Preliminary Examination of Bids	14
31	Examination of Terms and Conditions; Technical Evaluation.....	14
32	Evaluation of Bids	14
33	Comparison of Bids.....	15
34	Post-qualification of the Bidder.....	15
35	Procuring Entity’s Right to Accept Any Bid, and to Reject Any or All Bids	15
F.	Award of Framework Agreement.....	15
36	Award Criteria.....	15
37	Procuring Entity’s Right to Vary Quantities at Time of Award.....	16
38	Notification of Award of Framework Agreement	16
39	Signing of Framework Agreement	16
40	Performance Security	16

Section I. Instructions to Bidders

A. General

1 Scope of Bid

- 1.1 The Procuring Entity indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Services as specified in Section VI, Schedule of Requirements. The name and identification number of this Open National Bidding (ONB) procurement through Framework Agreements are specified in the BDS. The name, identification, and number of lots that are provided in the BDS.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, communication through e-Procurement system, whichever indicated in the Bidding Data Sheet (BDS)) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa;
 - (c) “day” means Working day;
 - (d) the term “Contract Manager” refers to the officer, body or institution appointed under Section 76 of the Public Procurement Act of 2020;
 - (e) “Government” refers to the Government of the Republic of Zambia, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2020; and
 - (f) “ZPPA” refers to the Zambia Public Procurement Authority.
 - (g) “Framework Agreement” refers to the contractual arrangement, which establishes a framework of terms, which will apply to subsequent orders made by the procuring entities for the Goods and Services or covered by the framework over the period of time during which it is in force
 - (h) “Call off order” refers to a contractual commitment to purchase a particular volume or value of goods or services under the terms of the Framework Agreement. These contracts are normally formed through the placing of a specific purchase order for a quantity of goods or services following the terms set out in the Framework Agreement, under which the call off is made.
 - (i) “Mini-competition” is process of selecting supplier or suppliers, in case of framework agreement with multiple suppliers, through a secondary competition among the suppliers for issuing “Call of Order”. Mini-competition is conducted through Simplified Bidding method or reverse auction or any other competitive method defined by the procuring entity. Mini-competitions are conducted, where not all the terms are laid down in the framework agreement, price rates among the suppliers in panel varies much, or market price is fluctuated significantly, when the Suppliers are again in competition on the basis of the same and, if necessary, more precisely formulated terms, and, where appropriate, other terms referred to in the specifications of the framework agreement.
- 1.3 The object of the framework agreement is to settle the terms governing the delivery of the Goods and Services **specified in the BDS**.
- 1.4 The Procuring Entity’s intention is to conclude a framework contract as **specified in the BDS** with a supplier/s as **specified in the BDS**. Accordingly call-off orders will be placed whenever the needs for supply appear using supplier selection method as **specified in the BDS**.
- 1.5 The Classification of items as per United Nations Standard Products and Services Code (UNSPSC) is **specified in the BDS**.

- 1.6 If the contract is divided into lots, each lot may lead to the award of a separate contract. The quantities indicated for different lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each lot. If the Bidder is awarded contracts for more than one lot, a single contract may be concluded covering all those lots.
- 1.7 Type of the framework agreement as **specified in the BDS**.
- 1.8 The quantities estimated are only indicative quantities and do NOT compel the procuring entity to buy any of them. The procuring entity may at its own discretion purchase fewer or more quantities than the estimated quantities per item.
- 1.9 The supplier shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices in case of unit price-based framework agreement, in case the procuring entity decides to purchase fewer or more quantities than the indicative ones and/or in case the procuring entity decides NOT to purchase ANY of these quantities for some items.
- 1.10 Payments will only be made on the basis of the actual amounts of the Called-off Orders issued during the duration of the framework agreement.
- 1.11 Place for delivery of Goods and Related Services shall be as **specified in the BDS**.
- 1.12 INCOTERM of delivery condition shall be as **specified in the BDS**.
- 1.13 Time limits for start and/or completion of the contract shall be as **specified in the BDS**.
- 1.14 Unless otherwise **specified in the BDS**, the procuring entity has established all Terms of the Agreement. Refer to Part B, Section IV, of this Bidding document for the Draft Framework Agreement.

2 Source of Funds

- 2.1 The Procuring Entity has applied for or received financing (hereinafter called “funds”) from Government toward the cost of the project or program. The Procuring Entity intends to apply a portion of the funds to eligible payments under the call of orders/purchase orders/contracts under the Framework Agreement for which these Bidding Documents are issued.
- 2.2 Payments by Procuring Entity will be made only at the request of the Contract Manager.

3 Fraud and Corruption

- 3.1 Government requires that Procuring Entities (including beneficiaries of the funds), as well as bidders, suppliers, contractors, and consultants under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, Government:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, noncompetitive levels; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will sanction a firm or individual, including suspending or barring a bidder or supplier in accordance with Sections *ninety-five*, *ninety-six* and *ninety-seven* of the Public Procurement Act of 2020 and in accordance with regulations 162 to 167 of the Public Procurement Regulations of 2011. A bidder or supplier aggrieved by such a decision may appeal in accordance with Section *ninety-nine* of the Public Procurement Act of 2020; and
- (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by Government, requiring bidders, suppliers, contractors and consultants to permit Government to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by Government.

4 Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are associated with a firm which has been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
 - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;
- 4.3 A Bidder that is under a declaration of ineligibility by ZPPA in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address **specified in the BDS**.
- 4.4 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 51 of the Public Procurement Act of 2020. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it meets the provisions of Section 51(2) of the Public Procurement Act of 2020.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

5 Eligible Goods and Services

- 5.1 All the Goods and Services to be supplied under the Contract and financed by Government may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.

“

“Services” means any object of procurement other than Goods , which involve the furnishing of labor, time or effort,

- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6 Sections of Bidding Documents

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

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Framework Agreement (GCFA)
- Section VIII. Special Conditions of Framework Agreement (SCFA)
- Section IX. Framework Agreement Forms

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

7 Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity’s address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2.

8 Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Procuring Entity.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 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 Procuring Entity shall not 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 Procuring Entity, shall be written in **English**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11 Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
 - (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12 and 14;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 19, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20;
 - (d) documentary evidence in accordance with ITB Clauses 16 and 27, that the Goods and Services conform to the Bidding Documents;
 - (e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (f) any other document **specified in the BDS**.

12 Bid Submission Form and Price Schedules

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

13 Alternative Bids

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

14 Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

- 14.2 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment, as appropriate, shall be applied in accordance with ITB Clause 29.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 Prices shall be quoted in Zambian Kwacha, inclusive of all taxes and duties (Delivered Duties Paid).
- 14.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- 14.7 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise **indicated in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15 Documents Establishing the Eligibility of the Bidder

- 15.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

16 Documents Establishing the Conformity of the Goods and Services

- 16.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 16.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.
- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

17 Documents Establishing the Qualifications of the Bidder

- 17.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:
 - (a) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

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 Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

19 Bid Security

- 19.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, in case of One Supplier based framework agreement, if required, as **specified in the BDS**. In case of a framework agreement with multiple suppliers, the Supplier shall submit the bid security during the mini-competition process.
- 19.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Zambian Kwacha, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the bidder. If the institution issuing the bond is located outside Zambia, it shall have a correspondent financial institution located in Zambia to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
 - (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 19.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2.
- 19.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 19.1, shall be rejected by the Procuring Entity as non-responsive.
- 19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 40.
- 19.5 The Bid Security may be forfeited, or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 39;
 - (ii) furnish a Performance Security in accordance with ITB Clause 40.
- 19.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned.

20 Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail. In case of electronic bidding, bid submitted by the bidder using e-Procurement system and available in the e-Procurement System will be treated as the "ORIGINAL", and any print copy or snapshot taken, as seen and available in different document formats in the e-Procurement system for the purpose of reference and evaluation by the procuring entity and its assigned persons will be treated as the "COPY"
- 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.
- 20.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 20.4 In case of e-Procurement all documents will be available in electronic format accepted by the system and will be electronically signed by the authorized person on behalf of the Bidder using the technology provision available in the e-Procurement system.

D. Submission and Opening of Bids

21 Submission, Sealing and Marking of Bids

21.1 Bidders submit their bids as **specified in the BDS.**

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 20.2 and 20.3.
- (b) Bidders submitting bids electronically shall follow the e-Procurement system bid submission procedures.

21.2 The inner and outer envelopes in case of mail or by hand submission shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 22.1;
- (c) bear the specific identification of this bidding process indicated in ITB Sub-Clause 1.1 and any additional identification marks as specified in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1.

21.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid. For bid submissions on the e-Procurement System, no bids shall be allowed until all documents are properly signed using e-Signature as provisioned in the e-Procurement system.

22 Deadline for Submission of Bids

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

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

23 Late Bids

- 23.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder. In case of e-Procurement system, it does not allow to submit bids after the deadline for submission.

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 in accordance with ITB Clause 10, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
 - (b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 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 Bid Submission Form or any extension thereof.
- 24.4 In case of e-Procurement system the Bidder has to follow the process of Withdraw, substitution or modification as provisioned in the system.

25 Bid Opening

- 25.1 The Procuring Entity shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 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 whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.
- 25.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the

presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time and posted online when electronic bidding is permitted.

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 publication of the Contract Award.
- 26.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

27 Clarification of Bids

- 27.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the bids, in accordance with ITB Clause 29.
- 27.2 In cases of a discrepancy between the unit price and the total amount the unit price will prevail. In cases of a discrepancy between the words and figures, the amount in words will prevail.

28 Responsiveness of Bids

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

29 Non-conformities, Errors, and Omissions

- 29.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 29.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 29.3 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 29.4 If the Bidder that submitted the best-evaluated Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security may be forfeited or its Bid-Securing Declaration executed.

30 Preliminary Examination of Bids

- 30.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 30.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
 - (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 19 if applicable.

31 Examination of Terms and Conditions; Technical Evaluation

- 31.1 The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCFA and the SCFA have been accepted by the Bidder without any material deviation or reservation.
- 31.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 16, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 31.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the Bid.

32 Evaluation of Bids

- 32.1 The Procuring Entity shall evaluate each bid manually, electronically or semi-electronically that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 32.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 32. No other criteria or methodology shall be permitted.
- 32.3 To evaluate a Bid, the Procuring Entity shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- 32.4 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB Sub-Clause 32.3 (d).
- 32.5 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the best-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

33 Comparison of Bids

- 33.1 The Procuring Entity shall compare all substantially responsive bids to determine the best-evaluated bid, in accordance with ITB Clause 32 and by application of preferential treatment in accordance with the Citizens Economic Empowerment Act, 2006 to citizen influenced, citizen empowered and citizen owned companies as well as domestically manufactured goods by citizen influenced, citizen empowered or citizen owned companies.

34 Post-qualification of the Bidder

- 34.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the best-evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.
- 34.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next best-evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

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

F. Award of Framework Agreement

36 Award Criteria

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

37 Procuring Entity’s Right to Vary Quantities at Time of Award

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

38 Notification of Award of Framework Agreement

- 38.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 38.2 Until a formal call of order or contract is prepared and executed, the notification of Framework Agreement shall constitute a binding Agreement.
- 38.3 Upon the successful Bidder’s furnishing of the signed Framework Agreement Form and performance security pursuant to ITB Clause 40, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.4.

39 Signing of Framework Agreement

- 39.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Framework Agreement.
- 39.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

40 Performance Security

- 40.1 Within fourteen (14) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCFA, using for that purpose the Performance Security. In case of a framework agreement with several Suppliers, the Performance security shall be submitted by the successful supplier only after the mini-competition process within the specified days by the procuring entity before issuing call-off order. Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 19.4.
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the call-off order/Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the call-off order to the next best-evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the agreement satisfactorily.

Section II. Bidding Data Sheet (BDS)

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: INFRA TEL CORPORATION LIMITED
ITB 1.1	The name and identification number of the ONB are: INFRA TEL/TD/ONB/002/2021
ITB 1.2 (a)	The term “in writing” means communicated in written form of MAIL or E-MAIL
ITB 1.3	The objective of the public framework agreement is to connect sites to the ZESCO grid
ITB 1.4	The Procuring Entity is procuring <i>on its own behalf from Multiple Suppliers. Accordingly call-off orders will be placed following a Mini-competition using quotation method between the suppliers of the framework agreement.</i>
ITB 1.7	Type of the framework agreement shall be: Unit Price (Price Book)
ITB 1.11	Place of delivery is 2nd Floor Standard Chartered House 4642 Corner of Mwaimwena Road & Addis Ababa Drive-Rhodes Park Lusaka
ITB 1.13	Delivery shall ONLY take place following the issuance of “call-off orders” to be issued by the procuring entity during the duration of this framework agreement. The Framework agreement has a duration of Twelve (12No.) months with effect from the date TBA
	Pre-qualification [will not] be undertaken but there will be an Online Pre-Bid meeting on; Thursday 14th October 2021 at 15: 00hrs

ITB 1.14	All Suppliers becoming parties of the Framework Agreement will initially sign the Draft Framework Agreement, see Section IX of Part B of this Bidding Document, and after the mini-competition, which will be held between the parties of the Framework Agreement the contract conditions which will prevail are, refer to Section VII-IX of Part 3.
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Procuring Entity's address is: <i>Procurement Officer Infratel Corporation Limited P.O Box 50889 Lusaka</i> Tel: 260 211 427200 E-mail: Olive.Mushimba@infratel.co.zm
	C. Preparation of Bids
ITB 11.1 (f)	<p>The Bidder shall submit the following additional documents in its bid:</p> <p>Preliminary Evaluation</p> <ol style="list-style-type: none"> 1. Company Certificate of Registration of the bidder; 2. Copies of Valid Tax Clearance Certificate; 3. Bid Securing Declaration shall be for three (03) years 4. The Power of Attorney shall be from Management, Board of Directors, Company Secretary or Chief Executive Officer. (Must be properly signed and witnessed by the following: Person giving authority, person being granted authority, and two other witnesses) failure to have the Power of attorney witnessed will render the bid to be declared non-responsive; 5. Bid Form to be properly signed by authorized official named in the Power of Attorney; 6. Receipt from INFRATEL to show proof of purchase of bidding document; <p>Technical Evaluation</p> <ol style="list-style-type: none"> 1. Experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts. Failure to attach the Certificates will render the bid to be non-responsive

	<p>2. The bidder(s) proposed team must demonstrate a track record and proven experience in the provision of similar services in other projects</p> <p>The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> • The structure and composition of the proposed team and team lead, clearly outlining the main disciplines/specialties of this project and the key personnel responsible for each specialty. • CVs of all key personnel; and the CVs must clearly highlight qualifications, areas of experience/competence relevant to the tasks and objectives of this project as outlined above. • Copies of relevant qualifications and professional registrations <p>3. Audited financial reports for the past two (2) years (2019 & 2020)</p> <p>4. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount written by a lawyer or legal firm- A consistence history of litigation cases may be a reason for disqualifying the bidder</p> <p>5. Submission of of a Valid Engineering Institute of Zambia (EIZ)Practicing License</p> <p>6. The Bidder(s) must be a member of the NCCZ Category E</p> <p>7. Bidder must be registered and approved by ZESCO to install grid connections for its customers</p> <p>8. The Service Provider must have adequate fleet of operational vehicles to undertake operations in different locations. Bidder must indicate the number of fleets of operational vehicles to carry out the assignment. Proof of Motor Vehicle Certificate of registration for the company must be attached. A minimum of 1No. (Per LOT) Operational vehicles is required</p> <p>9. The bidder should also submit all such other documents necessary in support of their meeting the stipulated qualifying requirements & its credentials</p> <p>Non-Compliance to the requirements above requirements will result in disqualification.</p>
ITB 13.1	Alternative Bids SHALL NOT BE considered.
ITB 17.1 (a)	After sales service is <i>required</i>
ITB 18.1	The bid validity period shall be 90 days from the day of tender opening.
ITB 20.1	In addition to the original of the bid in case of bid submission by mail or by hand, the number of copies is: 1 Original and 4 Copies
	(a) D. Submission and Opening of Bids
ITB 21.1	Bidders <i>shall</i> submit their bids by hand

ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <i>INFRATEL/TD/ONB/002/2021</i> .
ITB 22.1	<p>For bid submission purposes, the Procuring Entity's address is:</p> <p><i>Procurement Officer Infratel Corporation Limited 2nd Floor Standard Chartered House 4642 Corner of Mwaimwena Road & Addis Ababa Drive-Rhodes Park, Lusaka</i></p> <p>Tel: 260 211 427200</p> <p>E-mail: Olive.Mushimba@infratel.co.zm</p> <p>City: Lusaka, Zambia</p> <p>The deadline for the submission of bids is:</p> <p>Date: Tuesday 26th October 2021</p> <p>Time: 15:00 HRS</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p><i>2nd Floor Standard Chartered House 4642 Corner of Mwaimwena Road & Addis Ababa Drive-Rhodes Park, Lusaka</i></p> <p>Tel: 260 211 427200</p> <p>E-mail: Olive.Mushimba@infratel.co.zm</p> <p>City: Lusaka, Zambia</p> <p>The deadline for the submission of bids is:</p> <p>Date: Tuesday 26th October 2021</p> <p>Time: 15:00 HRS</p>
ITB 25.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <i>Not Applicable</i>
	E. Evaluation and Comparison of Bids
ITB 32.5	Bidders shall be allowed to quote separate prices for one or more lots.
	F. Award of Framework Agreement
ITB 37.1	<p>The maximum percentage by which quantities may be increased is: 25%</p> <p>The maximum percentage by which quantities may be decreased is 25%</p>

A. _____

Section III. Evaluation and Qualification Criteria

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

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

Contents

1. Evaluation Criteria
2. Multiple Contracts
3. Post-qualification Requirements

1. Evaluation Criteria (ITB 32.3 (d))

The Procuring Entity's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 32.3(d) and in BDS referring to ITB 32.3(d), using the following criteria and methodologies.

- (a) Delivery schedule.

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 32.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.

- (b) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 16.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.

- (c) Performance and productivity of the equipment. *[insert one of the following]*

- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS Sub-Clause 32.3(d). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 32.3(d).

Or

- (ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 32.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 32.3(d).

- (g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 32.3(d)]

2. Multiple Contracts (ITB 32.5)

The Procuring Entity shall award multiple contracts to the Bidder that offers the best-evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 34.2 Post-Qualification Requirements)

The Procuring Entity shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.7
- (b) take into account:
 - (i) the best-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

3. Comparison of Bids (ITB 33.1)

The best-evaluated bid shall be determined after application of the following preference treatment at the Financial or Commercial Evaluation stage, by way of a discount, as follows:

- (a) Citizen-influenced company – 4%
- (b) Citizen-empowered company – 8%
- (c) Citizen-owned company – 12%
- (d) Domestically manufactured goods by citizen-influenced company, citizen-empowered or citizen-owned company – 15%

4. Post-qualification Requirements (ITB 34.2)

After determining the best-evaluated bid in accordance with ITB Sub-Clause 33.1, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with ITB Clause 34, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s)]*

- (b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*

- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*

Section IV. Bidding Forms

Table of Forms

Bidder Information Form	29
Joint Venture Partner Information Form	28
Bid Submission Form – One Supplier and/or All Terms Established (without mini-competition)	31
Price Schedule: Goods	37
Price and Completion Schedule - Related Services	38
Bid Submission Form – Multiple Suppliers and/or Not All Terms Established (with mini-competition) 29	
Bid Security (Bank Guarantee)	42
Bid Security (Bid Bond).....	43
Bid-Securing Declaration.....	45

Bidder Information Form

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

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

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

Page _____ of _____ pages

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

A. _____

Joint Venture Partner Information Form

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

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

ONB No: *[insert number of bidding process]*

Page _____ of _____ pages

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

A. _____

Bid Submission Form – Multiple Suppliers and/or Not All Terms Established (with mini-competition)

Section C. Bid Form

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

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

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

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

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

To: ***[insert name and address of Procuring Entity]***, (hereinafter “the Procuring Entity”)

Title of Procurement: ***[insert Title]***

In response to your letter of invitation to tender for the above framework agreement, we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the bidding document No. ***[insert procurement number]***. We hereby accept its provisions in their entirety, without reservation or restriction.

2. We agree to become one of the parties of the public framework contract and to submit an offer whenever requested by the Procuring Entity in accordance with the terms of the and the conditions laid down, without reserve or restriction:

[insert the description of the supplies]

3. This Bid is valid for a period of ***[insert number of days]*** from the final date for submission of Bids.

4. The Bidder [and our subcontractors] has/have the following nationality: ***[insert nationality]***.

5. We are making this application, for this bid ***[insert]***, in our own right led by ourselves. We confirm that we are not bidding for the same procurement in any other form.

6. We will inform the Procuring Entity immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Zambia.

7. We note that the Procuring Entity is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract and that it will incur no liability towards us should it do so.

A. _____

SUBMITTED BY

BIDDER IDENTIFICATION	
COMPANY NAME	
FULL ADDRESS	
REPRESENTED BY:	
NAME	
POSITION	
SIGNATURE	
DATE	
STAMP	

[In case of Group of Suppliers:]

	Name(s)	Address-residency
LEADER 1*		
ETC. ... *		

- Add/delete additional lines for partners as appropriate. *Note that a subcontractor is not considered to be a partner for the purposes of this tender procedure.*

Name and surname of the person duly authorized to sign the bid on behalf of the JVC: *[insert name and surname]*

Signature: *[signature of the authorized person]*

Place and date: *[insert place and date]*

Stamp of the Leader: _____

In case of e-Procurement, the form shall be electronically signed.

A. _____

Bid-Securing Declaration

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

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

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

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

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

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract or framework agreement with the Procuring Entity for the period of time of [**Three 3 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 by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

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]*

B. _____

Section V. Eligible Countries

Eligibility for the Provision of Goods and Services in Zambia

1. In accordance with Section 89 of the Public Procurement Act No. 8 of 2020 and Clause 155 of the Public Procurement Regulations of 2011, Government permits firms and individuals from all countries to offer Goods and Services for Government-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
 - (i): as a matter of law or official regulation, the Government prohibits commercial relations with that Country, provided that Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the supply of the Goods required, or
 - (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Government prohibits any import of goods from that Country or any payments to persons or entities in that Country.
2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

SUPPLY OF GRID CONNECTION SERVICES AT INFRATEL SITES ON ONE (1No.) YEAR FRAMEWORK AGREEMENT

1.0. Introduction

INFRATEL, one of Zambia's biggest ICT telecommunications infrastructure companies under the Industrial Development Corporation (IDC) group of companies, is looking for service providers specialized in the installation of grid connections. INFRATEL's requirement is for the service provider to execute the scope of works required for connection of sites to ZESCO grid as per surveys carried out by the service provider in conjunction with the ZESCO. This will be done on a running one-year framework agreement.

2.0. Scope of Works

INFRATEL requires the services of qualified bidders to carry out specific works with the intention to connect various Telecommunication Tower sites to Commercial Power.

The scope of the works will include:

- I. Conducting surveys of sites in coordination with ZESCO planning staff and Infratel staff
- II. Provide quotation based on fixed price book Framework Agreement to provide services required to connect various power connectivity scenarios as per the terms of reference herein.
- III. Receive Order from INFRATEL to commence installation for specific quoted for works.
- IV. Follow up with ZESCO to arrange for installation
- V. Supply of all required installation materials as per approved survey
- VI. Installation of service cables with all supporting structures.
- VII. Supply of installation accessories as per requirement.
- VIII. Arrange works approval with INFRATEL and ZESCO
- IX. Arrange for ZESCO to connect installed works to grid

3.0. Technical Specifications

The Bidder(s) will be required to carry out the installations as per the physical site surveys carried out at each of the sites. The technical specifications shall include but not limited to the works below. Bidders must indicate compliance to all technical specification stated herein:

Table 1: Technical Specifications

LOT 1		
UNDERGROUND CABLE LAYING, TERMINATION AND CONNECTING		BIDDER'S RESPONSE
S/N	ARMORED CABLE 16MMSQ 4-CORE PVC	YES/NO
1	Excavation of 60cm deep trench or as specified for areas with no road. Excavation will go up to minimum 1M where there is a road.	
2	Laying of armoured cable at bottom of trench	
3	cover 15cm depth with lose/sand before further backfilling	
4	Laying of warning tape at 30cm from the bottom and burry the rest of the soil with Hard soil and compact the soil after back filling	
5	Connection of cable to the conductors on the pole and run along the supply pole to the meter box through the trench	
6	Installation of 600mm*500mm*250mm meter box with required accessories	
7	Trenching 1M Deep and passing cable through steel pipe of 50" across the road to prevent the cable from being damaged by heavy trucks	
8	Survey of the site before installation and coordination with ZESCO planning team	
LOT 2		
POLE MOUNTING		BIDDER'S RESPONSE
S/N	9& 12M POLES	YES/NO
1	Mounting of pole at a span of 50M from supplying pole	
2	Digging of 2M deep for pole pit	
3	Erection of pole at 90° to the ground	
4	Extension of supply when there is No road crossing using 9M pole (supply 9M pole in this case)	
5	Extension of supply when there is road crossing using 12M pole (supply 12M pole in this case)	
LOT 3		
EXTENSION OF SUPPLY		BIDDER'S RESPONSE
S/N	OHL&UG	YES/NO
1	Extension of supply by construction OHL (OVER HEADLINE) using 50mmsq ACSR (Aluminium Conductor Steel Reinforced) conductors or ABC (aerial bundled cable)	

2	Install and terminate 16mmsq 4-core 600/1000V PVC cable from the nearest pole to the meter box	
3	Installation of meter box with accessories such as 3-Ø Lightning arrestors and 3-Ø 60-100A breaker, Neutral Block and Earth Block	
4	Running Earth wire from the Earth Block in the meter Box to the Earth Mat in the Earth Pit.	
5	Install Earth Mat for the grid installation	
6	Installing Earth wire of not less than 16mmsq cross section	
LOT 4		
STEPDOWN INSTALLATION		BIDDER'S RESPONSE
S/N	PMT (POLE MOUNTED TRANSFORMER)	YES/NO
1	Supply and installation of 25KVA 11kV/433-250V PMT (pole mounted Transformer) for sites	
2	Supply and installation of 63KVA 11kV/433-250V PMT (pole mounted Transformer) for sites	
3	Construction of Transformer base using 50*50*5mm Angle Bars	
4	Installation of PMT (Pole Mounted Transformer) earth system from the neutral point of the transformer to the ground	
5	Running Earth wire from the Neutral point of the transformer to the Earth Mat in the Earth Pit.	
6	Installation of Armoured cable from the transformer on the output through Load Fuses mounted along the transformer Pole	
7	Construction T-off/OHL (OVER HEADLINE) 11KV or 33KV using 3 phase 3wire with aerial earth ,50mmsq ACSR conductors to the transformer	

4.0. Special Instructions to Bidders/Contractors

1. All cross arms, bolts, nuts, washers, stay plates, stay rods and other metal accessories will be made from Galvanized steel. **Under NO circumstances will Aluminium painting be accepted as substitute for Galvanized steel.**
2. Terminal and Section poles will be H-type.
3. Porcelain insulated complete with spindle and nuts on intermediate structures. Strain Silicone Rubber insulators on angles. Terminals and end poles all reinforced with at least 2 stay wires.
4. Earth wire for every fifth intermediate pole and all section and terminal poles will be 7/2.6mm² steel stranded and will be nailed along the pole with the top-end connected to the aerial earth and the other end nailed to the bottom end of the pole

5. The HT 33kV Wayleave should be not less than 20m in width
6. No transformer will be installed directly under the main line
7. All transformers will be provided with an Isolating Point using Solid Links at least 1 span before the platform. Where the T-off to the transformer is less than 1.2km the Isolating Point at the T-off will suffice.
8. Cables running vertically along the wood pole shall be installed through a 3m Galvanized Steel pipe of adequate diameter.
9. All major road crossings will comprise flat (horizontal) constructions and will be taken off a flat (horizontal) structure
10. Where the line crosses the road, the line should cross the road on horizontal profile on 14m H poles on both side
11. HT tee-offs are to be made through D-fuses.

5.0. Bid Document Composition

All bidders shall conform to the requirements of relevant standards set in the solicitation document. The Bid Document shall, at minimum, contain the following information:

- i. Bidder's complete profile, contact details and other relevant information including
- ii. Demonstration of the Bidder's capability and experience to effectively undertake the Assignment in accordance with the TORs. Bidder should show three (3) similar projects undertaken in the last two (2) years.
- iii. Complete description of the work methodology and plan to undertake each task specified in the TORs
- iv. Staff details proposed to be deployed for the Assignment along with their relevant qualifications. Bidder must provide two (2) CVs of staff with Electrical Engineering qualification and experience, two (2) with Linesmen qualification and experience, and two (2) with Civil Engineering qualification and experience.

6.0. Qualifying Requirements for Bid:

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

- i. Company Certificate of Registration of the bidder.
- ii. Written power of attorney of the signatory of the Bid to commit the Bidder: (Must be properly signed and witnessed by the following: Person giving authority, person being granted authority, and two other witnesses) failure to have the Power of attorney witnessed will render the bid to be declared nonresponsive.

- iii. Experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts. Failure to attach the Certificates will render the bid to be non-responsive.
- iv. The bidder(s) proposed team must demonstrate a track record and proven experience in the provision of similar services in other projects.
The bidders must submit, as part of its proposal, the following:
 - The structure and composition of the proposed team and team lead, clearly outlining the main disciplines/specialties of this project and the key personnel responsible for each specialty.
 - CVs of all key personnel; and the CVs must clearly highlight qualifications, areas of experience/competence relevant to the tasks and objectives of this project as outlined above.
 - Copies of relevant qualifications and professional registrations
- v. Audited financial reports for the past two (2) years (2019 & 2020)
- vi. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount written by a lawyer or legal firm- A consistence history of litigation cases may be a reason for disqualifying the bidder.
- vii. Submission of a Valid ZRA Tax Clearance Certificate
- viii. Submission of a Valid EIZ Practicing license
- ix. The Bidder(s) must be a member of the NCCZ Category E
- x. Bidder must be registered and approved by ZESCO to connect its customers
- xi. The Service Provider must have adequate fleet of operational vehicles to undertake operations in different locations. Bidder must indicate the number of fleets of operational vehicles to carry out the assignment. Proof of Motor Vehicle Certificate of registration for the company must be attached. A minimum of 1No. (Per LOT) Operational vehicles is required.

7.0. Price Quotation:

- i. The Bidder(s) should provide quotation for the cost of each line item per LOT. The bidder(s) must clearly indicate in the quotation the LOT number and materials or services per line item that they are quoting for.
- ii. The quotation must be inclusive of civil works and Labour.
- iii. Failure to provide quotation in any LOT will render the bid to be declared non-responsive
- iv. Bidders are free to bid for all LOTs.
- v. The Bid price will form part of the Framework Agreement to be called upon whenever works are required during the contract tenure.

- vi. Bidders will provide a quotation at the time of job request
- vii. The price in the quotation should not be higher than the established price book from the submission in this Tender.
- viii. INFRATEL will then choose the best quotation from the submitted quotations at job request time.

Bidders should provide pricing for line items for all LOTs as required in the Table below:

Table 2: Pricing Schedule

LOT 1		
UNDERGROUND CABLE LAYING, TERMINATION AND CONNECTING		
S/N	ARMORED CABLE 16MMSQ 4-CORE PVC	PRICE (ZMK)
1	Excavation and covering of 60cm deep trench or as specified per 10 metres	
2	Laying of armoured cable at bottom of trench per 10 metres	
3	Laying of warning tape at 30cm from the bottom and burry the rest of the soil with Hard soil and compact the soil after back filling	
4	Connection of cable to the conductors on the pole and to the meter box	
5	Trenching 1M Deep and passing cable through steel pipe of 50" across the road to prevent the cable from being damaged by heavy trucks per 6 metre of road width	
6	Survey of site before installation and coordination with ZESCO planning team	
7	Transportation costs per kilometre	
8	Per Diem per Engineer	
LOT 2		
POLE MOUNTING		
S/N	9& 12M POLES	PRICE (ZMK)
1	Supply of 9m treated wood pole per piece	
2	Supply of 12m treated wood pole per piece	
3	Mounting of pole including digging (minimum 2m deep) and anchoring per pole	
LOT 3		
EXTENSION OF SUPPLY		
S/N	OHL&UG	PRICE (ZMK)
1	Supply of ACSR cable per metre	
2	Supply of ABC cable per metre	

3	Supply of 16mmsq 4-core 600/1000V PVC cable per metre	
4	Extension of supply by construction OHL (OVER HEADLINE) using 50mmsq ACSR conductors or ABC (aerial bundled cable) per 10 metre distance	
5	Install and terminate 16mmsq 4-core 600/1000V PVC cable from the nearest pole to the meter box per 10 m	
6	Installation of meter box with accessories such as 3-Ø Lightning arrestors and 3-Ø 60-100A breaker, Neutral Block and Earth Block	
7	Construction of Earth Mat for the grid installation	
8	Running Earth wire from the Earth Block in the meter Box to the Earth Mat in the Earth Pit.	
LOT 4		
STEPDOWN INSTALLATION		
S/N	PMT (POLE MOUNTED TRANSFORMER)	PRICE (ZMK)
1	Supply and installation of 25KVA 11kV/433-250V PMT (pole mounted Transformer) for sites	
2	Supply and installation of 63KVA 11kV/433-250V PMT (pole mounted Transformer) for sites	
3	Construction of Transformer base using 50*50*5mm Angle Bars	
4	Installation of PMT (Pole Mounted Transformer) earth system from the neutral point of the transformer to the ground	
5	Installation of Armoured cable from the transformer on the output through Load Fuses mounted along the transformer Pole	
6	Construction T-off/OHL (OVER HEADLINE) 11KV or 33KV using 3 phase 3wire with aerial earth ,50mmsq ACSR conductors to the transformer	

8.0. Payment Terms

The Bidder should confirm compliance to the following payment terms:

1. *Table 3: Payment Terms*

S/N	PAYMENT TERMS	COMPLIANCE (YES/NO)
1	25% Payment with order	
2	75% Payment within 30 days after completion certificate is executed	

9.0. Acceptance

Acceptance of the installation shall be given only after the following takes place:

1. INFRATEL team certifies that the installation is as per agreed standard.
2. ZESCO team certifies that the installation conforms to the prescribed installation standard as communicated to Contractors.
3. A certificate of acceptance is issued by INFRATEL, and all parties duly execute.

PART 3 - Contract

Section VII. General Conditions of Framework Agreement

Table of Contents

1	Definitions	59
2	Framework Agreements Documentations	60
3	Fraud and Corruption.....	60
4	Interpretation	61
5	Language	61
6	Joint Venture, Consortium or Association.....	61
7	Notice.....	62
8	Government Law	62
9	Settlement of Disputes.....	62
10	Scope of Supply.....	62
11	Delivery and Documents	62
12	Supplier's Responsibilities.....	62
13	Framework Agreement Price.....	63
14	Terms of Payments	63
15	Taxes and Duties	63
16	Performance Security	63
17	Copyright.....	63
18	Confidential Information	64
19	Subcontracting.....	64
20	Specifications and Standards	64
21	Packing and Documents	65
22	Insurance.....	65
23	Inspections and Tests.....	65

24	Liquidated Damages	66
25	Warranty.....	66
26	Patent Indemnity.....	67
27	Change in Law and Regulations.....	67
28	Froce Majeure.....	68
29	Change Orders and Framework Agreement Amendments	68
30	Extensions of Time.....	68
31	Termination	69
32	Assignment	70

Section VII. General Conditions of Framework Agreement (GCFA)

1. Definitions

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

- (a) “Agreement” means the Framework Agreement entered into between the Procuring Entity and the Supplier, together with the Agreement Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Agreement Documents” means the documents listed in the Framework Agreement, including any amendments thereto.
- (c) “Call-off order” refers to a contractual commitment to purchase a particular volume or value of goods or services under the terms of the Framework Agreement. These contracts are normally formed through the placing of a specific purchase order for a quantity of goods or services following the terms set out in the Framework Agreement, under which the call off is made.
- (d) “Completion” means the fulfillment of the Goods or Services by the Supplier in accordance with the terms and conditions set forth in the Agreement.
- (e) “Day” means Working day.
- (f) “Framework Agreement” refers to the contractual arrangement, which establishes a framework of terms, which will apply to subsequent orders made by the procuring entities for the goods and services or covered by the framework over the period of time during which it is in force
- (g) “Framework Agreement Price” means the price agreed by Procuring Entity and Supplier payable to the Supplier as specified in the Framework Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Agreement if a mini-competition is not held for the call-off orders. Framework Agreement Price may vary in case of call-off orders made through mini-competition.
- (h) “GCFA” means the General Conditions of Framework Agreement.
- (i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Agreement.
- (j) “Government” means the Government of the Republic of Zambia, or any other Government agency duly mandated to carry out specialized functions of Government.
- (k) “Procuring Entity” means the entity purchasing the Goods and Related Services on its own behalf or on behalf of the other Procuring Entities, as specified in the SCFA.
- (l) “Mini-competition” is process of selecting supplier or suppliers, in case of framework agreement with multiple suppliers, through a secondary competition among the suppliers for issuing “Call of Order”. Mini competition is conducted through simple quotation method or reverse auction or any other competitive method defined by the procuring entity. Mini competitions are conducted, where not all the terms are laid down in the Framework Agreement, price rates among the Suppliers in panel varies much, or market price is fluctuated significantly, when the Suppliers are again in competition on the basis of the same and, if necessary, more precisely formulated terms, and, where appropriate, other terms referred to in the specifications of the Framework Agreement.

- (m) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Agreement.
- (n) “SCFA” means the Special Conditions of Framework Agreement.
- (o) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (p) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Agreement has been accepted by the Procuring Entity and is named as such in the Framework Agreement.
- (q) “The Project Site,” where applicable, means the place named in the SCFA.
- (r) the term “Contract Manager” refers to the officer, body or institution appointed under Section 57 of the Public Procurement Act of 2008
- (s) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, communication through e-Procurement system, whichever indicated in the Special Condition of Framework Agreement (SCFA) with proof of receipt;
- (t) “ZPPA” refers to the Zambia Public Procurement Authority.

2 Framework Agreement Documents

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

3 Fraud and Corruption

- 3.1 Government requires that Procuring Entities (including beneficiaries of funds), as well as Bidders, Suppliers, Contractors, and Consultants under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements. In pursuit of this policy, Government:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and;
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government-financed contract; and

- (c) will have the right to require that Suppliers to permit Government to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by Government.

4 Interpretation

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

4.2 Entire Framework Agreement:

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

4.3 Amendment:

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

4.4 Nonwaiver:

- (a) Subject to GCFA Sub-Clause 4.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Framework Agreement or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Framework Agreement, neither shall any waiver by either party of any breach of Framework Agreement operate as waiver of any subsequent or continuing breach of Framework Agreement.
- (b) Any waiver of a party's rights, powers, or remedies under the Framework Agreement must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Framework Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Framework Agreement.

5 Language

5.1 The Agreement as well as all correspondence and documents relating to the Framework Agreement exchanged by the Supplier and the Procuring Entity, shall be written in English. Supporting documents and printed literature that are part of the Framework Agreement may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Framework Agreement, this translation shall govern.

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

6 Joint Venture, Consortium or Association

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

7 Notices

- 7.1 Any notice given by one party to the other pursuant to the Framework Agreement shall be in writing to the address specified in the **SCFA**
- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8 Governing Law

- 8.1 The Framework Agreement shall be governed by and interpreted in accordance with the laws of Zambia.

9 Settlement of Disputes

- 9.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Framework Agreement.
- 9.2 Disputes will be settled in accordance with the Laws of Zambia.

10 Scope of Supply

- 10.1 The Goods and Services to be supplied shall be as specified in the Schedule of Requirements.
- 10.2 The public Framework Agreement will be implemented by "place orders" or call-offs. i.e., whenever the Procuring Entity or any other Procuring Entity included on this agreement intends to acquire items pursuant to this Framework Agreement. It shall send a "Call-off order" to the supplier, specifying the list of items to be supplied with their respective quantities.
- 10.3 The quantities estimated, specified in the Price Schedule, are only indicative quantities and do NOT compel the Procuring Entity to buy any of them. The Procuring Entity may at its own discretion purchase fewer or more quantities than those estimated quantities per item i.e., within the same lot. However, the Procuring Entity (ie) mentioned in this agreement is (are) obliged to use this Framework Agreement whenever procuring goods mentioned in this agreement.
- 10.4 The supplier shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices, for example in case the Procuring Entity decides to purchase fewer or more quantities than the indicative ones specified and/or in case the procuring entity decides NOT to purchase ANY of these quantities for some items.
- 10.5 The agreement goes into force on *[insert date]* and terminates on *[insert date]*

11 Delivery and Documents

- 11.1 Subject to GCFA Sub-Clause 29.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCFA**.

12 Supplier's Responsibilities

- 12.1 The Supplier shall supply all the Goods and Services included in the Scope of Supply in accordance with GCFA Clause 10, and the Delivery and Completion Schedule, as per GCFA Clause 11.

13 Framework Agreement Price

- 13.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Agreement shall not vary from the prices quoted by the Supplier in its bid in case of call-off orders issued without mini-competition, but the Framework Agreement price may vary in case of call-off orders issues after mini-competition among the multiple suppliers in the panel of suppliers under the Framework Agreement.

14 Terms of Payment

- 14.1 The Framework Agreement Price, including any Advance Payments, if applicable, shall be paid at the stage of call-off orders as specified in the **SCFA**.
- 14.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCFA Clause 11 and upon fulfillment of all other obligations stipulated in the call-off order.
- 14.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
- 14.4 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCFA**, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCFA**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

15 Taxes and Duties

- 15.1 All prices are inclusive of applicable taxes and duties.

16 Performance Security

- 16.1 If required as specified in the SCFA, the Supplier shall, within fourteen (14) days of the notification of Framework Agreement award, provide a Performance Security for the performance of the Call-off order in the amount specified in the **SCFA**. In case of a Framework Agreement with multiple Suppliers, the Performance Security shall be submitted by the successful supplier only after the mini-competition process within the specified days by the procuring entity before issuing call-off order.
- 16.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Call-off order.
- 16.3 As specified in the SCFA, the Performance Security, if required, shall be in one of the format stipulated by the Procuring Entity in the **SCFA**, or in another format acceptable to the Procuring Entity.
- 16.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Call-off order, including any warranty obligations, unless specified otherwise in the **SCFA**.

17 Copyright

- 17.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if

they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

18 Confidential Information

- 18.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Framework Agreement, whether such information has been furnished prior to, during or following completion or termination of the Framework Agreement. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Framework Agreement, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCFA Clause 18.
- 18.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Framework Agreement. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Framework Agreement.
- 18.3 The obligation of a party under GCFA Sub-Clauses 18.1 and 18.2 above, however, shall not apply to information that:
- (a) the Procuring Entity or Supplier need to share with Government or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 18.4 The above provisions of GCFA Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Framework Agreement in respect of the Supply or any part thereof.
- 18.5 The provisions of GCFA Clause 18 shall survive completion or termination, for whatever reason, of the Framework Agreement.

19 Subcontracting

- 19.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Framework Agreement if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Framework Agreement.
- 19.2 Subcontracts shall comply with the provisions of GCFA Clause 3.

20 Specifications and Standards

- 20.1 Technical Specifications and Drawings
- (a) The Goods and Services supplied under this Framework Agreement shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements

and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- (c) Wherever references are made in the Framework Agreement to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Framework Agreement execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCFA Clause 29.

21 Packing and Documents

- 21.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Call-off order. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Call-off order, including additional requirements, if any, specified in the **SCFA**, and in any other instructions ordered by the Procuring Entity.

22 Insurance

- 22.1 The Goods supplied under the Framework Agreement shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

23 Inspections and Tests

- 23.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Services as are specified in the **SCFA**.
- 23.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Zambia as specified in the **SCFA**. Subject to GCFA Sub-Clause 23.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 23.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCFA Sub-Clause 23.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 23.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 23.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Framework Agreement but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the

Framework Agreement, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Framework Agreement Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Framework Agreement, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 23.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 23.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCFA Sub-Clause 23.4.
- 23.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCFA Sub-Clause 23.6, shall release the Supplier from any warranties or other obligations under the Framework Agreement.

24 Liquidated Damages

- 24.1 Except as provided under GCFA Clause 28, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Framework Agreement, the Procuring Entity may without prejudice to all its other remedies under the Framework Agreement, deduct from the Framework Agreement Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCFA** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCFA**. Once the maximum is reached, the Procuring Entity may terminate the Framework Agreement pursuant to GCFA Clause 31.

25 Warranty

- 25.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Framework Agreement.
- 25.2 Subject to GCFA Sub-Clause 20.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 25.3 Unless otherwise specified in the **SCFA**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCFA**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 25.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 25.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCFA**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

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

26 Patent Indemnity

- 26.1 The Supplier shall, subject to the Procuring Entity's compliance with GCFA Sub-Clause 26.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Framework Agreement by reason of:

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

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

- 26.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCFA Sub-Clause 26.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 26.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 26.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 26.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Framework Agreement arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

27 Change in Laws and Regulations

- 27.1 Unless otherwise specified in the Framework Agreement, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Zambia (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Framework Agreement Price, then such Delivery Date and/or Framework

Agreement Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Framework Agreement.

28 Force Majeure

- 28.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Framework Agreement is the result of an event of Force Majeure.
- 28.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Framework Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29 Change Orders and Framework Agreement Amendments

- 29.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCFA Clause 7, to make changes within the general scope of the Framework Agreement in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Framework Agreement are to be specifically manufactured for the Procuring Entity;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 29.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Framework Agreement, an equitable adjustment shall be made in the Framework Agreement Price or in the Delivery/Completion Schedule, or both, and the Framework Agreement shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Procuring Entity’s change order.
- 29.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Framework Agreement shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 29.4 Subject to the above, no variation in or modification of the terms of the Framework Agreement shall be made except by written amendment signed by the parties.

30 Extensions of Time

- 30.1 If at any time during performance of the Framework Agreement, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCFA Clause 11, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Procuring Entity shall evaluate the situation and may at its discretion extend

the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Framework Agreement.

- 30.2 Except in case of Force Majeure, as provided under GCFA Clause 28, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCFA Clause 24, unless an extension of time is agreed upon, pursuant to GCFA Sub-Clause 30.1.

31 Termination

31.1 Termination for Default

- (a) The Procuring Entity, without prejudice to any other remedy for breach of Framework Agreement, by written notice of default sent to the Supplier, may terminate the Framework Agreement in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Framework Agreement, or within any extension thereof granted by the Procuring Entity pursuant to GCFA Clause 30;
 - (ii) if the Supplier fails to perform any other obligation under the Framework Agreement; or
 - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCFA Clause 3, in competing for or in executing the Framework Agreement.
- (b) In the event the Procuring Entity terminates the Framework Agreement in whole or in part, pursuant to GCFA Clause 31.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Framework Agreement to the extent not terminated.

31.2 Termination for Insolvency.

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

31.3 Termination for Convenience.

- (a) The Procuring Entity, by notice sent to the Supplier, may terminate the Framework Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Framework Agreement terms and prices. For the remaining Goods, the Procuring Entity may elect:
- (i) to have any portion completed and delivered at the Framework Agreement terms and prices; and/or

- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

32 Assignment

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

Section VIII. Special Conditions of Framework Agreement (SCFA)

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

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCFA 1.1(i)	The Procuring Entity is: INFRATEL CORPORATION LIMITED
GCFA 1.1 (n)	The Project Site(s)/Destination(s) is/are: <i>TBA</i>
GCFA 7.1	For <u>notices</u> , the Procuring Entity's address shall be: <i>Procurement Officer Infratel Corporation Limited 2nd Floor Standard Chartered House 4642 Corner of Mwaimwena Road & Addis Ababa Drive Rhodespark, Lusaka</i> Tel: 260 211 427200 E-mail: Olive.Mushimba@infratel.co.zm
GCFA 14.1	GCFA 14.1—The method and conditions of payment to be made to the Supplier under this Framework Agreement shall be as follows: Payment for Goods and Services shall be made as follows: Thirty (30) days after Invoice and acceptance of goods
GCFA 14.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>[insert number]</i> days. The interest rate that shall be applied is <i>[insert number]</i> %

GCFA 16.1	<p>A Performance Security <i>[insert “shall” or “shall not” be required]</i></p> <p><i>[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]</i></p> <p><i>[The amount of the Performance Security is usually expressed as a percentage of the Call-off order Price. The percentage varies according to the Procuring Entity’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
GCFA 16.3	<p>If required, the Performance Security shall be in the form of: <i>[insert “a Bank Guarantee” or” a Performance Bond”]</i></p>
GCFA 16.4	<p>Discharge of the Performance Security shall take place: <i>[insert date if different from the one indicated in sub clause GCFA 16.4]</i></p>
GCFA 23.1	<p>The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i></p>
GCFA 23.2	<p>The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i></p>
GCFA 25.1	<p>The liquidated damage shall be: <i>[insert number] % per week</i></p>
GCFA 24.1	<p>The maximum number of liquidated damages shall be: <i>[insert number] %</i></p>
GCFA 25.3	<p>The period of validity of the Warranty shall be: <i>[insert number] days</i></p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i></p>
GCFA 25.5	<p>The period for repair or replacement shall be: <i>[insert number(s)] days.</i></p>

Section IX. Contract Forms

Table of Forms

1. Framework Agreement	60
2. Performance Security	63
3. Bank Guarantee for Advance Payment	64
4. Invitation for Bids	80

1. Framework Agreement

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

THIS CONTRACT is made

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

BETWEEN

- (1) *[insert complete name of Procuring Entity], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Procuring Entity}, or corporation incorporated under the laws of {insert name of Country of Procuring Entity}] [procuring on its own behalf only] [procuring on behalf of other procuring entities attached with this agreement] and having its principal place of business at [insert address of Procuring Entity] (hereinafter called “the Procuring Entity”), and*
- (2) *[insert name of Supplier], a corporation incorporated under the laws of [insert country of Supplier] and having its principal place of business at [insert address of Supplier] (hereinafter called “the Supplier”).*

WHEREAS the Procuring Entity invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and the Supplier has agreed to conclude a Framework Agreement at the [Unit rates] [volume of supply] [lump-sum amount] for the supply of those Goods and Services as attached with this agreement (hereinafter called “the Contract Price rate”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

3. This Agreement shall prevail over all other Agreement documents. In the event of any discrepancy or inconsistency within the Agreement documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Agreement and will be based on actual call-off orders issued by the Procuring Entities which are party of the Framework Agreement.
5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Framework Agreement Price or such other sum as may become payable after mini-competition under the provisions of the Framework Agreement at the times and in the manner prescribed by the Agreement based on the specific call-off orders issued by the Procuring Entity.

[Insert the following only when mini-competition is conducted]

6. Subject

- 6.1 The subject of this Framework Agreement is to agree to the rules for establishing subsidiary contracts or call-off orders, which will be carried out through a mini-competition process only between the Suppliers party to the Framework Agreement.
- 6.2 This Framework Agreement itself is not a contract but it sets out the terms and conditions for subsidiary contracts or call-off orders.
- 6.3 The Supplier is only one of the parties of the Framework Agreement.
- 6.4 Other parties of the Framework Agreement are determined at the bottom of this agreement.

7. Obligations

- 7.1 The Procuring Entity, hereby, confirms that it will issue to the Supplier the “Invitation to Quote” (ITQ) whenever the needs for supply appear.
- 7.2 The Supplier, on the other hand, agrees to become one of the parties of the public Framework Agreement and to submit an offer whenever requested by the Procuring Entity.

8. Subsidiary Contracts or Call-off Orders

- 8.1 The subsidiary contracts or Call-off Orders will be awarded only through a mini-competition process.

9. Mini-competition process

- 9.1 The mini-competition process will be carried out between all the parties of the Framework Agreement whenever the needs for supply appear to the Procuring Entity.
- 9.2 The Procuring Entity shall re-open the competition on the basis of the same or, if necessary, more precisely formulated terms of the Bidding Document.

- 9.3 Whenever the needs for supply appear the Procuring Entity shall prepare the Invitation to Quote (ITQ) and shall issue the ITQ to all parties of the Framework Agreement. The evaluation of the subsidiary contract or call-off order will be based on the criteria emphasized in the ITQ.
- 9.4 Each subsidiary contract or call-off order shall be subject to the publication of the Framework Agreement Award Notice, the agreement signing requirements and subject to rules governing the filing complaints as per Public Procurement Law of Zambia.

IN WITNESS whereof the parties hereto have caused this Framework Agreement to be executed in accordance with the laws of *Zambia* on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

2. Performance Security

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

H.

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

ONB No. and title: *[insert no. and title of bidding process]*

I.

J.

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

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Framework Agreement, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,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.

[Signatures of authorized representatives of the bank and the Supplier]

¹ *The Bank shall insert the amount(s) specified in the SCFA and denominated, as specified in the SCFA.*

² *Dates established in accordance with Clause 17.4 of the General Conditions of Framework Agreement ("GCFA"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCFA intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Framework Agreement, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

3. Bank Guarantee for Advance Payment

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

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

ONB No. and title: *[insert number and title of bidding process]*

[Bank's letterhead]

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)³ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Framework Agreement because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Framework Agreement until *[insert date⁴]*.

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

[signature(s) of authorized representative(s) of the bank]

³ The bank shall insert the amount(s) specified in the SCFA and denominated, as specified in the SCFA.

⁴ Insert the Delivery date stipulated in the Framework Agreement Delivery Schedule. The Procuring Entity should note that in the event of an extension of the time to perform the Framework Agreement, the Procuring Entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

4. Invitation for Bids



Invitation for Bids (IFB)

24th September 2021

**TENDER FOR THE SUPPLY OF GRID CONNECTION SERVICES AT INFRATEL
SITES ON ONE (1No.) YEAR FRAMEWORK AGREEMENT-
INFRATEL/TD/ONB/002/2021**

Date: 24/09/2021

**Contract Identification No:
INFRATEL /TD/ONB/002/2021**

INFRATEL Corporation Limited now invites sealed bids from bidders for the Supply and Delivery of Network Spares on a One (1No.) Year Framework Agreement.

Bidding will be conducted through the Open National Bidding (ONB) procedure as prescribed in the Public Procurement Act No. 8 of 2020 and the Public Procurement Regulations 63 of 2011 and is open to all eligible bidders as defined in the Bidding Documents.

Eligible and interested bidders may obtain further information from INFRATEL and inspect the Bidding Documents at the address below from **08:00 to 14:00 and 14:00 to 17:00** hours from Monday to Friday except public holidays. A complete set of Bidding Documents, in English may be purchased by interested bidders upon payment of a non-refundable fee of **Five Hundred Kwacha (K500.00)**.

INFRATEL CORPORATION LIMITED
Zambia Industrial Commercial Bank
Bank Branch: Lusaka Business Centre Branch
Account Number: 1010036875921
Swift Code: ZICBZMLU
Sort Code: 140001
Lusaka

Sealed bids accompanied by Bid Securing Declaration Form shall be deposited in the Tender Box located at the reception, 2nd Floor Standard Chartered House, Rhodespark, Lusaka on or before **Tuesday 26th October 2021 at 15:00** hours local time and any bids received after the time and date stipulated above will not be accepted. The bids will be opened soon after closing in the Reception Area in the presence of the bidders or their representatives, who choose to attend.

The Procurement Officer
For Chief Executive Officer
Infratel Corporation Limited
P.O Box 50889
Lusaka
ZAMBIA

A. _____