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## SECTION I. INVITATION FOR BIDS

### **ZNCB/MTC/ 2010/01: TENDER FOR THE MAINTENANCE OF OFFICE EQUIPMENT ON A RUNNING CONTRACT**

The Zambia National Commercial Bank Plc hereby invites sealed bids from eligible bidders for the maintenance of various office equipment for the period 1<sup>st</sup> April, 2010 to 31<sup>st</sup> March 2012.

Bidders may obtain further information from and inspect the bidding documents at the Zambia National Commercial Bank Plc Head Office, 4<sup>th</sup> floor, Cairo Road, P.O. Box 33611 Lusaka, Zambia. The telephone numbers are (260) (01) 221091/221360/2 and the **fax No. is 260 (01) 238879**. The bidding document can also be accessed on the Zambia National Commercial Bank Plc website: [www.zanaco.co.zm](http://www.zanaco.co.zm). **HOWEVER, ELECTRONIC OR TELEFAX BIDS WILL NOT BE ACCEPTED.**

A complete set of bidding documents may be purchased by eligible bidders from the Zambia National Commercial Bank Plc Head Office, 4<sup>th</sup> floor, P.O Box 33611, Lusaka upon payment of a non-refundable fee of K500, 000.00 or its equivalent in any freely convertible currency at the prevailing exchange rate, in cash or by bank certified cheque.

The bids must be deposited in the Tender Box situated on the 14<sup>th</sup> floor, Zambia National Commercial Bank Plc Head Office, Cairo Road, Lusaka on or before **19<sup>th</sup> February, 2010 at 15:00 hours local time** and must be accompanied by a bid security of not less than K10, 000,000.00 duly signed and sealed by the Guarantor(s).

The closing date for the receipt of bids is **19<sup>th</sup> February, 2010 at 15:00 hours local time** and any bid received after the time and date stipulated above will not be accepted. The bids will be opened soon after closing in the conference Room on the 14<sup>th</sup> floor, Zambia National Commercial Bank Plc, Head-Office in the presence of bidders or their representatives who choose to attend.

Mwenya P Chitalu  
**Head-Procurement**  
**ZAMBIA NATIONAL COMMERCIAL BANK Plc**

## **Section II. Instructions to Bidders**

### **Notes on the Instructions to Bidders**

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It should also give information on bid submission, opening and evaluation, and on the award of the Contract.

Matters governing the performance of the Service Provider, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather under Section IV, Conditions of Contract, and/or Section V, Special Conditions of Contract. If duplication of a subject is inevitable in the different sections of the documents, care must be exercised to avoid contradiction between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the Contract and will cease to have effect once the Contract is signed.

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# Instructions to Bidders

## A. General

- 1. Scope of Bid**
  - 1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.
- 2. Source of Funds**
  - 2.1 Zanaco Plc has allocated funds towards the provision of maintenance of office equipment on running contract basis..
- 3. Eligible Bidders**
  - 3.1 This Invitation for Bids is open to all office equipment repair firms in Zambia.
  - 3.2 All bidders shall provide in Section III, Forms of Bid and Qualification Information, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by Zanaco Plc to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
  - 3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, and operate under commercial law.
  - 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Zanaco Plc in accordance with ITB clause 37.1.
- 4. Qualification of the Bidder**
  - 4.1 All bidders shall provide in Section III, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
  - 4.2 All bidders shall include the following information and documents with their bids in Section III, unless otherwise stated in the Bidding Data:
    - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
    - (b) total monetary value of Services performed for each of the last five years;
    - (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

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

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

- (a) the Bid shall include all the information listed in Sub-Clause 4.2 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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

- (a) annual volume of Services of at least the amount specified in the Bidding Data;
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 3 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the

essential equipment listed in the Bidding Data;

- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bidding Data.

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

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

4.6 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB to form a package will; so indicate in the bid together with any discounts offered for the award of more than one contract.

**5. One Bid per Bidder**

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

**6. Cost of Bidding**

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

**7. Site Visit**

7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

**B. Bidding Documents**

**8. Content of Bidding Documents**

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

- Section II Instructions to Bidders
- III Forms of Bid and Qualification Information
- IV General Conditions of Contract
- V Special Conditions of Contract
- VI Performance Specifications and Drawings (if Applicable)

VII	Activity Schedule
VIII	Forms of Securities

8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and VIII should be completed and returned with the Bid in the number of copies specified in the Bidding Data.

**9. Clarification of Bidding Documents**

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

**10. Amendment of Bidding Documents**

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

**C. Preparation of Bids**

**11. Language of Bid**

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

**12. Documents Comprising the Bid**

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

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

12.2 Bidders bidding for this contract together with other contracts stated in the

IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

### **13. Bid Prices**

- 13.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VI, based on the priced Activity Schedule submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), Section VI. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 13.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 13.4 If provided for in the Bidding Data, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

### **14. Currencies of Bid and Payment**

- 14.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
  - (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise specified in the Bidding Data; and
  - (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.
- 14.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the amounts mentioned in para. 14.1 above shall be the selling rates for similar transactions established by the authority specified in the Bidding Data prevailing on the date 28 days prior to the latest deadline for submission of bids.
- 14.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 14.4 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the Special Conditions of Contract are reasonable and responsive to Sub-Clause 14.1.

### **15. Bid Validity**

- 15.1 Bids shall remain valid for the period specified in the Bidding Data.

- 15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.
- 15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

## **16. Bid Security**

- 16.1 The Bidder shall furnish, as part of the Bid, a Bid Security in local currency or in a freely convertible currency, in the amount specified in the Bidding Data.
- 16.2 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, shall be in accordance with the form of Bid Security included in Section IX or another form acceptable to the Employer, and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
  - (b) a cashier's or certified check.
- 16.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of " \_\_\_\_\_," " \_\_\_\_\_," and " \_\_\_\_\_".
- 16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1.
- 16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited
  - (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
  - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - (i) sign the Contract; or

- (ii) furnish the required Performance Security.

### **17. Alternative Proposals by Bidders**

- 17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, as indicated in the Specifications (or Terms of Reference) and Drawings, Sections VI and VII. Alternatives will not be considered, unless specifically allowed in the Bidding Data. If so allowed, Sub-Clause 17.2 shall govern.
- 17.2 If so allowed in the Bidding Data, bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

### **18. Format and Signing of Bid**

- 18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the Bidding Data, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a) or 4.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

## **D. Submission of Bids**

### **19. Sealing and Marking of Bids**

- 19.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".
- 19.2 The inner and outer envelopes shall
  - (a) be addressed to the Employer at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the Contract as defined in the Bidding Data and Special Conditions of Contract; and

(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21.

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

**20. Deadline for Submission of Bids**

20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Late Bids**

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

**22. Modification and Withdrawal of Bids**

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

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

22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

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

**E. Bid Opening and Evaluation**

**23. Bid Opening**

23.1 The Employer will open the bids, including modifications made pursuant to Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Bidding Data.

23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

23.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate,

will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to clause 21; Bids , and modifications, sent pursuant to clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

**24. Process to Be Confidential**

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

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

**25. Clarification of Bids**

25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.

25.2 Subject to clause 25.1, no bidder shall contact the employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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

**26. Examination of Bids and Determination of Responsiveness**

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

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

26.3 If a Bid is not substantially responsive, it will be rejected by the Employer,

and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**27. Correction of Errors**

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

**28. Currency for Bid Evaluation**

- 28.1 To facilitate evaluation and comparison of Bids, the Employer will convert all bid prices expressed in the amounts in various currencies in which the bid price are payable to the currency of the Employer's country at the selling exchange rates prescribed in Sub-Clause 14.2.

**29. Evaluation and Comparison of Bids**

- 29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.
- 29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to Clause 27;
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, but including Day work, when requested in the Specifications (or Terms of Reference) Section VI;
  - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
  - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.
- 29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 29.4 The estimated effect of any price adjustment conditions under Clause 6.6 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**30. Preference for Domestic Bidders**

- 30.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

**F. Award of Contract**

**31. Award Criteria**

31.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

31.2 If, pursuant to Clause 12.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

**32. Employer’s Right to Accept any Bid and to Reject any or all Bids**

32.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

**33. Notification of Award and Signing of Agreement**

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

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

33.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 34.

33.4 Upon fulfillment of Sub-Clause 33.3, the Employer will promptly notify the unsuccessful bidders the name of the winning bidder and that their bid security will be returned as promptly as possible.

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

**34. Performance Security**

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

34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the

agreement of the Employer directly by a foreign bank acceptable to the Employer.

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

34.4 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

**35. Advance Payment and Security**

35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount stated in the Bidding Data.

**36. Adjudicator**

36.1 The Employer proposes the person named in the Bidding Data to be appointed as Adjudicator under the Contract, at an hourly fee specified in the Bidding Data, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

**37. Corrupt or Fraudulent Practices**

37.1 Zanaco Plc requires that Bidders/Suppliers/Contractors under ZESCO financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Zanaco Plc:

(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 of any thing 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 of facts in order to influence a procurement process or the execution of a contract to the detriment of Zanaco Plc, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Zanaco Plc of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a ZESCO-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a ZESCO-financed contract.

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

**G. Bidding Data**

This section should be filled out by the Employer before issuance of the bidding documents  
The insertions should correspond to the information provided in the Invitation for Bids

### Instructions to Bidders Clause Reference

- (1.1) The Employer is [*Zanaco Plc*]  
The name and identification number of the Contract is [*ZNCB/MTC/2010/01- Tender for the maintenance of office equipment on running Contract Basis*]
- (1.2) The Intended Completion date is [*Contract will run from 1/04/2010 to 31/12/11*]  
The Project is [*Tender for the maintenance of office equipment on running Contract Basis*].
- (4.2) The information required from bidders in Sub-Clause 4.2 is modified as follows:  
(a) All Suppliers of repair services of transformers shall be required to have experience of not less than three years in the provision of transformer repair services.
- (4.3) The qualification data required from bidders in Sub-Clause 4.3 are modified as follows:  
**NONE**
- (4.4) The qualification criteria in Sub-Clause 4.4 are modified as follows: [*“none”*].
- (4.4a) The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be [*N/A*].
- (4.4b) The experience required to be demonstrated by the Bidder should include as a minimum they have executed during the last three 3 years the following:  
***Service provider should have had at least two (2) similar contracts with any institution that repair office equipments.***
- (4.4c) 1) The essential equipment to be made available for the Contract by the successful Bidder shall be ***confirming ability to repair office equipment. Site Inspection may be conducted at the discretion of the Bank as part of evaluation criteria.***
- (4.4d) Qualifications and experience of personnel: N/A
- (4.4e) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be.(N/A)
- 7 Pre-bid Meeting: *N/A*.
- (8.2) and (18.1) The number of copies of the Bid to be completed and returned shall be [*1no. Original and 4no. Copies*].
- (13.4) The Contract [*“is not”*] subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
- (11.1) Language of the bid: [*“English”* ]
- (14.1) Local inputs shall be quoted in [*Zambian Kwacha* ]

- (14.2) The date of the exchange rate is *[14 days before Bid opening]*.
- The authority for establishing the rates of exchange shall be *[Zanaco Plc]*.
- (15.1) The period of Bid validity shall be *[90 days]* days after the deadline for Bid submission specified in the Bidding Data.
- (16.1) The amount of Bid Security shall be *K10, 000,000.00, (Ten million Kwacha)* or an equivalent amount in a freely-convertible currency.
- (17.0) Alternative proposals to the requirements of the bidding documents *["will not,"]* be permitted with respect to this tender].
- (19.2) The Employer's address for the purpose of Bid submission is *[The Director-Corporate Support, Zanaco Plc, P.O. Box 33611 Lusaka, Tel (260) (01) 221091/221360/2 and fax No. 260 (01) 238879]*.
- For identification of the bid the envelopes should indicate:  
Contract: *[ Tender for the repair of office equipment on running contract basis]*  
Bid / Contract Number: *[ ZNCB/MTC/2010/01]*
- (20.1) The deadline for submission of bids shall be *[Friday 19<sup>th</sup> February 2010; At 15:00 hours local time]*.
- (23.1) Bids will be opened at *[Immediately after opening at 15:00 hours local time ] of the day [Friday, 19<sup>th</sup> February 2010]* at the following address *[Conference room,14<sup>th</sup> Floor, Head Office Building, Lusaka]*
- (31) Award shall be on ability and price offered. The Bank reserves the right to award the contract on either lot by lot basis or any other criteria deemed convenient by the Bank.
- (34.0) The Performance Security acceptable to the Employer shall be *K10, 000,000.00 ONLY*.
- (35.1) The Advance Payment shall be of *[N/A-]* percent of the Contract Price.
- (36.1) The Adjudicator proposed by the Employer is *[To be Agreed]*. The hourly fee for this proposed Adjudicator shall be *[To be Agreed]*.

# Section III. Forms of Bid, Qualification Information, Letter of Acceptance, and Contract

## Service Provider's Bid

[date]

To: [name and address of Employer]

Having examined the bidding documents including addendum, we offer to execute the [name and identification number of Contract] in accordance with the General Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the rate(s) of: \_\_\_\_\_ per km per 30ton, VAT inclusive.

We are (accept/do not accept) payment to be made upon production of invoices monthly.

The advance payment required is:

Amount	Currency
(a) N/A	N/A
(b)	

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

**[or]**

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

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

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

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

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

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_

## Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of Bidder: *[attach copy]*  
 Place of registration: *[insert]*  
 Principal place of business: *[insert]*  
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the Bidding Data: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three (3) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

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

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to Sub-Clause 4.3(c) of the Instructions to Bidders.

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

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub-Clause 4.3(e) of the Instructions to Bidders and Sub-Clause 9.1 of the Conditions of Contract.

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

1.6 Proposed subcontracts and firms involved. Refer to Clause 7 of Conditions of Contract.

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

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

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB clause 3 of the bidding documents.

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

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

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

1.11 Statement of compliance with the requirements of Sub-Clause 3.2 of the Instructions to Bidders.

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

**2. Joint Ventures**

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

- (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**3. Additional Requirements**

- 3.1 Bidders should provide any additional information required in the Bidding Data and to fulfill the requirements of Sub-Clause 4.1 of the Instructions to Bidders, if applicable.

**Letter of Acceptance**  
*[letterhead paper of the Employer]*

[date]

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

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

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

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

**or**

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

**or**

We do not accept that *[name proposed by bidder]* be appointed as adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 36.1 of the Instructions to Bidders

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

Please return the attached Contract dully signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

# Form of Contract

[letterhead paper of the Employer]

## LUMP-SUM REMUNERATION

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

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

### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a rate of \_\_\_\_\_ /30ton/km;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The Service Provider’s Bid
  - (d) The Priced Activity Schedule
  - (e) The Specifications
  - (f) The following Appendices: [*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]
    - Letter of acceptance
    - Notice to proceed
    - Service Provider’s Bid

### PERFORMANCE INCENTIVE COMPENSATION APPENDIX

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

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

(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

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*[Authorized Representative]*

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

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*[Authorized Representative]*

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

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

*[name of member]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

## **Section IV. General Conditions of Contract**

### **1. General Provisions**

## 1.1

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

### Definitions

- (a) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses \_\_\_ and \_\_\_ hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (e) “Contract Price” means the price to be paid for the transportation of wood poles on a one year contract basis, in accordance with Clause 6;
- (f) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (g) “Employer” means the party who employs the Service Provider
- (h) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (i) “GCC” means these General Conditions of Contract;
- (j) “Government” means the Government of the Employer’s country;
- (k) “Local Currency” means the currency of the country of the Employer;
- (l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (m) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (o) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (p) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

- (r) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (s) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

**1.2** The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise specified in the Special Conditions of Contract (SCC).

**Applicable Law**

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

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

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.

**1.6** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.

**Authorized Representatives**

**1.7** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.

**Inspection and Audit by the Bank**

**1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

**2.1** This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

## **Effectiveness of Contract**

### **2.2 Commencement of Services**

**2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

**2.3 Intended Completion Date** Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of Zanaco Plc, as the case may be, has been obtained.

### **2.5 Force Majeure**

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

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

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

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

## 2.6

### Termination

#### 2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (g):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (e) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the SCC.;
- (g) if the Employer, in its sole discretion, decides to terminate this Contract.

#### 2.6.2 By the Service Provider

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

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Providers are unable to

perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3  
Payment  
upon  
Termination**

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

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

### **3. Obligations of the Service Provider**

#### **3.1 General**

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

[ Define here principle and modalities of Inspection]

#### **3.2 Conflict of Interests**

**3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

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

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

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

**3.2.3 Prohibition of Conflicting Activities**

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

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be specified in the SCC.

**3.3 Confidentiality**

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

**3.4 Insurance to be Taken Out by the Service Providers**

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

**3.5 Service Providers’ Actions Requiring Employer’s Prior Approval**

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

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

**3.6 Reporting Obligations**

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

**3.7 Documents Prepared by the Service Providers to Be the Property of the Employer**

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

**5.1 Assistance and**

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

## **Exemptions**

### **5.2 Change in the Applicable Law**

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

### **5.3 Services and Facilities**

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

## **6. Payments to the Service Provider**

### **6.1 Lump-Sum Remuneration**

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

### **6.2**

(a) The price payable in local currency is set forth in the SCC.

### **Contract Price**

(b) The price payable in foreign currency is set forth in the SCC.

### **6.3**

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

### **Payment for Additional Services, and Performance Incentive Compensation**

6.3.2 **[OPTIONAL]:** The service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

### **6.4 Terms and Conditions of Payment**

Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

### **6.5 Interest on Delayed Payments**

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC

### **6.6 Price Adjustment**

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

$$P_c = A_c + B_c \frac{Lmc}{Loc} + C_c \frac{Imc}{Ioc}$$

Where:

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

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$Lmc$  is the index prevailing at the first day of the month of the corresponding invoice date and  $Loc$  is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

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

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

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

## **6.7 Dayworks**

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

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

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

## **7. Quality Control**

### **7.1**

### **Identifying Defects**

The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect liability period is as defined in Special Conditions of Contract.

### **7.2 Correction of**

(a) The Employer shall give notice to the Service Provider of any Defects

**Defects, and  
Lack of  
Performance  
Penalty**

before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected..

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

## **8. Settlement of Disputes**

### **8.1**

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

### **Amicable Settlement**

### **8.2 Dispute Settlement**

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

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

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

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

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

8.3 In the event that Zanaco Plc suspends payments to the Service Provider are being made:

[a] The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.

[b] If the Service Provider has not received sums due to it upon the expiration of the 28 days for payment provided for in sub- Clause....., the Service Provider may immediately issue a 14 day termination notice.

## **Section V. Special Conditions of Contract**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in [Zambia].”
1.1(a)	The Adjudicator is <i>[To be appointed]</i>
1.1(e)	The contract name is <i>[Contract on the repair of transformers on a one year contract basis]</i> .
1.1(h)	The Employer is <i>[Zanaco Plc]</i>
1.1(m)	The Member in Charge is <i>[name of Member Leader of the Joint Venture]</i> .
1.1(p)	The Service Provider is <i>[insert name]</i>
1.2	The Applicable Law is: <i>[Zambia]</i>
1.3	The language is <i>[English]</i> .
1.4	The addresses are:  Employer: <i>Director –Corporate Support, Zanaco Plc, Head Office, Box 33611 Lusaka.</i>  Service Provider: _____ Attention:            _____ Telex:                 _____ Facsimile:            _____
1.6	The Authorized Representatives are:  For the Employer:            Head-Procurement, Zanaco Plc  For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is <i>[Upon signing of Contract by both parties]</i> .
2.2.2	The Starting Date for the commencement of Services is <i>[upon contract signing]</i> .
2.3	The Intended Completion Date is <i>[12 months for the date of signing contract]</i> .
3.4	The risks and coverage by insurance shall be:  (i)     Third Party motor vehicle <b>YES</b>  (ii)    Third Party liability <b>YES</b>  (iii)   Employer’s liability and workers’ compensation <b>NO</b>  (iv)   Professional liability <b>NO</b>  (v)   Loss or damage to equipment and property <b>YES</b>
3.5(d)	<b><i>The services provider shall seek approval before:</i></b>

- i) Before starting work on any transformer
- 3.8** The liquidated damages rate is *[0.05 percent]* per day of the cost of the trip to a particular destination.
- The maximum amount of liquidated damages for the whole contract is *[Shall not exceed 50 percent of the cost of that load/trip on that Order]*.
- The percentage [ of the cost of having a Defect corrected ] to be used for the calculation of Lack of performance Penalty/(ies) is *[Not Applicable]*
- The Defects Liability Period is *[Not Applicable]*.
- 5.1** *List here any assistance or exemptions that the Employer may provide under Clause 5.1. Assistance will be provided where need arises*
- 6.2(a)** The amount in local currency is *[insert amount and currency]*.
- 6.2(b)** The amount in foreign currency or currencies is *[insert amount and currency]*.
- 6.4** Payments shall be made according to the following schedule:
- i) Per quarter after service provision and submission of duly certified job cards.
- ii) Upon submission of invoices after replacement of spares.
- 6.5** Payment shall be made within *[30]* days of receipt of the invoice and the relevant documents specified in Clause 6.4.
- The interest rate is *[Not Applicable]*.
- 6.6** Price adjustment is ***not to be applicable*** in accordance with Clause 6.6.
- The coefficients for adjustment of prices are *[The sum of the two coefficients  $A_c$ ,  $B_c$  and  $C_c$  should be 1 (one) in the formula for each currency].:*
- (a) For local currency:
- $A_L$  is *[insert value]*  
 $B_L$  is *[insert value]*  
 $C_L$  is *[insert value]*  
 $L_{mc}$  and  $L_{oc}$  are the index for Labor from *{insert source of Labor index}*  
 $I_{mc}$  and  $I_{oc}$  are the index for *[insert input]* from *[insert source]*
- (b) For foreign currency
- $A_F$  is *[insert value]*  
 $B_F$  is *[insert value]*  
 $C_F$  is *[insert value]*  
 $L_{mc}$  and  $L_{oc}$  are the index for Labor from *{insert source of Labor index}*  
 $I_{mc}$  and  $I_{oc}$  are the index for *[insert input]* from *[insert source]*
- 8.2** The Adjudicator is *[To Be Advised]*. Who will be paid a rate of *[To Be Agreed]* hour of work. The following reimbursable expenses are recognized: *[Transport or fuel costs, meals]*
- The arbitration procedures of *[Zambian Arbitration Rules]* will be used

The designated Appointing Authority for a new Adjudicator is *[Parties to agree appointing Authority]*

## Section VI. Schedule of Requirements

### SCHEDULE OF OFFICE MACHINES

#### LOT 1 – LUSAKA AND SOUTHERN PROVINCE

<b>HEAD OFFICE DEPARTMENTS</b>					
<b>MANAGING DIRECTOR'S OFFICE 15TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>AMOUNT PER QUARTER</b>	<b>AMOUNT PER ANNUM</b>
<b>MANAGING DIRECTOR'S OFFICE 15TH FLOOR</b>	Canon Copier	NP6028	AFA12781		
<b>MANAGING DIRECTOR'S OFFICE 15TH FLOOR</b>	Canon Fax	L300	GLZ08171		
<b>COMPANY SECRETARY ' OFFICE 14TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>COMPANY SECRETARY ' OFFICE 14TH FLOOR</b>	Canon Copier	NP6220	VEP04063		
<b>COMPANY SECRETARY ' OFFICE 14TH FLOOR</b>	Canon Fax	L900	GFK54980		
<b>FACILITIES DEPARTMENT 14TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>FACILITIES DEPARTMENT 14TH FLOOR</b>	Canon Copier	IR2016			
<b>FACILITIES DEPARTMENT 14TH FLOOR</b>	Canon Fax	L300	GYZ02137		
<b>FACILITIES DEPARTMENT 14TH FLOOR</b>	Shredder	3804	980861		
<b>INFORMATION TECHNOLOGY 13TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>INFORMATION TECHNOLOGY 13TH FLOOR</b>	Phillips Crystal	650			
<b>INFORMATION TECHNOLOGY 13TH FLOOR</b>	Canon Copier	NP6216			
<b>MARKETING DEPARTMENT 12TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>MARKETING DEPARTMENT 12TH FLOOR</b>	Canon Fax	L380s	SPP30190		
<b>PUBLIC RELATIONS/FACILITIES 11TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL</b>		

			<b>NUMBER</b>		
<b>PUBLIC RELATIONS/FACILITIES 11TH FLOOR</b>	<b>Canon Copier</b>	IR2018			
<b>PUBLIC RELATIONS/FACILITIES 11TH FLOOR</b>	<b>Canon Fax</b>	L380S	SPP30149		
<b>INTERNAL AUDIT COPLIANCE ABD CONTROL 10TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>INTERNAL AUDIT COPLIANCE ABD CONTROL 10TH FLOOR</b>	<b>Canon Fax</b>	L300	GLZ23951		
<b>INTERNAL AUDIT COPLIANCE ABD CONTROL 10TH FLOOR</b>	<b>Canon Copier</b>	IR2018	MWM65894		
<b>DIRECTOR RETAIL MANAGEMENT 9TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>Serial Number</b>		
<b>DIRECTOR RETAIL MANAGEMENT 9TH FLOOR</b>	<b>Canon Fax</b>	L350	GKH03219		
<b>DIRECTOR RETAIL MANAGEMENT 9TH FLOOR</b>	<b>Canon Fax</b>	L350	GWZ53403		
<b>DIRECTOR RETAIL MANAGEMENT 9TH FLOOR</b>	<b>Canon Copier</b>	IR2018			
<b>CREDIT DEPARTMENT 8TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>CREDIT DEPARTMENT 8TH FLOOR</b>	<b>Canon Copier</b>	IR2018			
<b>CREDIT DEPARTMENT 8TH FLOOR</b>	<b>Canon Fax</b>	L350	EZX35949		
<b>SPECIAL ASSET MANAGEMENT 7TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>SPECIAL ASSET MANAGEMENT 7TH FLOOR</b>	<b>Canon Fax</b>	L300	GLZ22061		
<b>SPECIAL ASSET MANAGEMENT 7TH FLOOR</b>	<b>Canon Copier</b>	IR2018			
<b>SPECIAL ASSET MANAGEMENT 7TH FLOOR</b>	<b>Shredder</b>	3804	HM0003		
<b>LEGAL COUNSEL 7TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>LEGAL COUNSEL 7TH FLOOR</b>	<b>Canon Copier</b>	IR2018			
<b>LEGAL COUNSEL 7TH FLOOR</b>	<b>Canon Fax</b>	L300	GLZ31117		
<b>LEGAL COUNSEL 7TH FLOOR</b>	<b>Shredder</b>	3804	980552854		

<b>E-BUSINESS 6TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>E-BUSINESS 6TH FLOOR</b>	Canon Copier	NP6612	TXA14037		
<b>E-BUSINESS 6TH FLOOR</b>	Canon Fax	B155	EKQ55752		
<b>E-BUSINESS 6TH FLOOR</b>	Shredder	3804	98092875		
<b>INFORMATION TECHNOLOGY 6TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>INFORMATION TECHNOLOGY 6TH FLOOR</b>	Canon Copier	NP6035	AEA01080		
<b>INFORMATION TECHNOLOGY 6TH FLOOR</b>	Canon Copier	NP6216	UCW85877		
	Phillips Crystal Fax	650	01053200389		
<b>DIRECTOR CORPORATE SUPPORT 5TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>DIRECTOR CORPORATE SUPPORT 5TH FLOOR</b>	Canon Copier	NP6317	GYZ02037		
<b>DIRECTOR CORPORATE SUPPORT 5TH FLOOR</b>	Phillips Fax		010521001355		
<b>DIRECTOR FINANCE 5TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>DIRECTOR FINANCE 5TH FLOOR</b>	Canon Copier	IR2000	UJK14021		
<b>DIRECTOR FINANCE 5TH FLOOR</b>	Canon Copier	IR2018	MWM65892		
<b>DIRECTOR FINANCE 5TH FLOOR</b>	Canon Fax	L300	GLZ34933		
<b>DIRECTOR FINANCE 5TH FLOOR</b>	Canon Fax	L350	GKL15617		
<b>DIRECTOR FINANCE 5TH FLOOR</b>	Shredder	3804	98092874		
<b>DIRECTOR FINANCE 5TH FLOOR</b>	Shredder	BLS 400M	754821401		
<b>DIRECTOR CORPORATE BANKING 5TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>DIRECTOR CORPORATE BANKING 5TH FLOOR</b>	Canon Copier		TBW00265		
<b>DIRECTOR CORPORATE BANKING 5TH FLOOR</b>	Canon Fax	L300	GLJ51477		
<b>DIRECTOR RISK MANAGEMENT 5TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>DIRECTOR RISK MANAGEMENT 5TH FLOOR</b>	Canon Fax				

<b>DIRECTOR RISK MANAGEMENT 5TH FLOOR</b>	<b>Canon Copier</b>				
<b>HUMAN RESOURCES 4TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>HUMAN RESOURCES 4TH FLOOR</b>	<b>Canon Fax</b>	L350	UAF31232		
<b>HUMAN RESOURCES 4TH FLOOR</b>	<b>Canon Copier</b>	NP6020	GKL08536		
<b>HUMAN RESOURCES 4TH FLOOR</b>	<b>Canon Fax</b>	L900	GFK52703		
<b>HUMAN RESOURCES 4TH FLOOR</b>	<b>Canon Copier</b>	IR2018	CKR04585		
<b>INSURANCE SECTION</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>INSURANCE SECTION</b>	<b>Canon Fax</b>	B150	GWZ53397		
<b>PROCUREMENT 4TH FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>PROCUREMENT 4TH FLOOR</b>	<b>Canon Fax</b>	L380S	EVY02261		
<b>PROCUREMENT 4TH FLOOR</b>	<b>Canon Copier</b>	IR2016			
<b>GLOBAL TRANSACTION 3RD FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>GLOBAL TRANSACTION 3RD FLOOR</b>	<b>Canon Fax</b>	L100	KPS52865		
<b>INSTITUTIONAL BANKING 3RD FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>INSTITUTIONAL BANKING 3RD FLOOR</b>	<b>Canon Fax</b>	L100	KPS52870		
<b>INSTITUTIONAL BANKING 3RD FLOOR</b>	<b>Canon Copier</b>	ir2016	KRB14175		
<b>HEAD OFFICE OPERATIONS 2ND FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>HEAD OFFICE OPERATIONS 2ND FLOOR</b>	<b>Canon Fax</b>	L380S	SPP24210		
<b>HEAD OFFICE OPERATIONS 2ND FLOOR</b>	<b>Canon Fax</b>	L380S	SPR20149		
<b>HEAD OFFICE OPERATIONS 2ND FLOOR</b>	<b>Canon Fax</b>	L2000IP	KAT00651		
<b>HEAD OFFICE OPERATIONS 2ND FLOOR</b>	<b>Canon Copier</b>	IR2016	MWM27565		
<b>HEAD OFFICE OPERATIONS 2ND FLOOR</b>	<b>Canon Copier</b>	IR2018	MWM68049		
<b>INFORMATION TECHNOLOGY 1ST FLOOR</b>					

	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>INFORMATION TECHNOLOGY 1ST FLOOR</b>	<b>Canon Copier</b>	NP6035			
<b>TREASURY - MEZZANINE FLOOR</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>TREASURY - MEZZANINE FLOOR</b>	<b>Canon Copier</b>	IR2016	MCT16404		
<b>TREASURY - MEZZANINE FLOOR</b>	<b>Canon Fax</b>	L380S	SPP28041		
<b>STORES SECTION - CRBC</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>STORES SECTION - CRBC</b>	<b>Canon Fax</b>	L380s			
<b>STORES SECTION - CRBC</b>	<b>Canon Copier</b>	NP6317	UFW85702		
<b>STORES SECTION - CRBC</b>	<b>Canon Copier</b>	NP6020	UAF45178		
<b>LUSAKA PROVINCE BRANCHES</b>					
<b>LUSAKA BUSINESS CENTRE</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Delarue Note counter</b>	125	MHH1270/0006		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Delarue Note counter</b>	8672	0154310		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Delarue Note counter</b>	8672	0154316		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Delarue Note counter</b>	125	MHS0250/001		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Delarue Note counter</b>	8672	0144706		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Delarue Note counter</b>	125	MHS0250/0022		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Delarue Note counter</b>	125	MPC089/0011		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Canon Fax Machine</b>		SPP24211		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Canon Copier</b>	IR2018	CKR04088		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Currency Verifier</b>		0139E16		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Currency Verifier</b>		080513717		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Canon Calculator</b>		400139		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Canon Calculator</b>		Q3060141		
<b>LUSAKA BUSINESS CENTRE</b>	<b>Canon Calculator</b>		Q3060511		
<b>CAIRO ROAD BUSINESS CENTRE</b>					

	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Delarue note counter</b>	125	MHS0250/0018		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Delarue note counter</b>	125	MPC0880/0018		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Delarue note counter</b>	8672301	0144469		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Delarue note counter</b>	8672301	0146149		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Delarue note counter</b>	8672301	0143232		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Delarue note counter</b>	8672301	0136251		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Delarue note counter</b>	125	MHS0240/0017		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Delarue note counter</b>	125	MHS02500015		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Delarue note counter</b>	125	MHS0180/0005		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Canon Fax Machine</b>		SPQ13172		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Canon Fax Machine</b>		ELZ25165		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Canon Copier</b>		MWM65880		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Canon Copier</b>		TXK15180		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Casio Calculator</b>	DR-140N	Q3098085		
<b>CAIRO ROAD BUSINESS CENTRE</b>	<b>Sharp Calculator</b>	CS-4194			
<b>GOVERNMENT BUSINESS CENTRE</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>GOVERNMENT BUSINESS CENTRE</b>	<b>Delarue Note Counter</b>		134468		
<b>GOVERNMENT BUSINESS CENTRE</b>	<b>Delarue Note Counter</b>		MHS3430/0006		
<b>GOVERNMENT BUSINESS CENTRE</b>	<b>Delarue Note Counter</b>		MHS0250/0013		
<b>GOVERNMENT BUSINESS CENTRE</b>	<b>Typewriter</b>	IBM			
<b>GOVERNMENT BUSINESS CENTRE</b>	<b>Canon Fax</b>		SPR20166		
<b>GOVERNMENT BUSINESS CENTRE</b>	<b>Currency Verifier</b>		452780		
<b>GOVERNMENT BUSINESS CENTRE</b>	<b>Casio Calculator</b>		Q3028617		
<b>CIVIC CENTRE BRANCH</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>CIVIC CENTRE BRANCH</b>	<b>Delarue Note Counter</b>	125			
<b>CIVIC CENTRE BRANCH</b>	<b>Delarue Note Counter</b>				
<b>CIVIC CENTRE BRANCH</b>	<b>Canon Fax Machine</b>				

<b>CIVIC CENTRE BRANCH</b>	<b>Canon Fax Machine</b>		SDL19021		
<b>CIVIC CENTRE BRANCH</b>	<b>Canon Copier</b>		MWM65891		
<b>CIVIC CENTRE BRANCH</b>	<b>Canon Copier</b>				
<b>CIVIC CENTRE BRANCH</b>	<b>Calculator</b>				
<b>CIVIC CENTRE BRANCH</b>	<b>Calculator</b>				
<b>LUSAKA CENTRE BRANCH</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>LUSAKA CENTRE BRANCH</b>	<b>Delarue</b>		490947/00041		
<b>LUSAKA CENTRE BRANCH</b>	<b>Delarue</b>		MBM1250-0005		
<b>LUSAKA CENTRE BRANCH</b>	<b>Canon Fax</b>		GLZ34934		
<b>LUSAKA CENTRE BRANCH</b>	<b>Canon Fax</b>		KPT12290		
<b>LUSAKA CENTRE BRANCH</b>	<b>Canon Copier</b>		MWM68303		
<b>LUSAKA CENTRE BRANCH</b>	<b>Scanner</b>	HP8200	SNPRB0201		
<b>LUSAKA CENTRE BRANCH</b>	<b>Uniscan Verifier</b>		453280		
<b>LUSAKA CENTRE BRANCH</b>	<b>Shredder</b>	Rexel	RLM11		
<b>LUSAKA CENTRE BRANCH</b>	<b>Calculator</b>				
<b>LUSAKA CITY MARKET BRANCH</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>LUSAKA CITY MARKET BRANCH</b>	<b>Delarue Note Counter</b>				
<b>LUSAKA CITY MARKET BRANCH</b>	<b>Delarue Note Counter</b>				
<b>LUSAKA CITY MARKET BRANCH</b>	<b>Delarue Note Counter</b>				
<b>LUSAKA CITY MARKET BRANCH</b>	<b>Canon Fax Machine</b>				
<b>LUSAKA CITY MARKET BRANCH</b>	<b>Canon Copier</b>				
<b>LUSAKA CITY MARKET BRANCH</b>	<b>Sharp Calculator</b>				
<b>NORTHMEAD BRANCH</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>NORTHMEAD BRANCH</b>	<b>Delarue Note Counter</b>	1250	MBM1250/0023		
<b>NORTHMEAD BRANCH</b>	<b>Delarue Note Counter</b>	125	MPC0130/0008		
<b>NORTHMEAD BRANCH</b>	<b>Currency Verifier</b>	Uniscan 452	452396		
<b>NORTHMEAD BRANCH</b>	<b>Currency Verifier</b>	Uniscan 450	451723		

NORTHMEAD BRANCH	IBM Typewriter	6747	58-1074233		
NORTHMEAD BRANCH	Sharp Calculator	CS4194	OD00351Y		
NORTHMEAD BRANCH	Olympia Calculator	5212A			
NORTHMEAD BRANCH	Canon Fax	L300	GLZ 30394		
NORTHMEAD BRANCH	Canon Copier	NP 6220	UCH 10480		
MANDA HILL BRANCH	MAKE	MODEL	SERIAL NUMBER		
MANDA HILL BRANCH	Delarue		83598		
MANDA HILL BRANCH	Delarue		26721		
MANDA HILL BRANCH	Delarue		83604		
MANDA HILL BRANCH	Delarue		83609		
MANDA HILL BRANCH	Casio Calculator		Q3019010		
MANDA HILL BRANCH	Casio Calculator		Q3019009		
MANDA HILL BRANCH	Canon Copier		KRB40170		
MANDA HILL BRANCH	Typewriter	IBM	14316190052		
MANDA HILL BRANCH	Canon Fax		SPR20179		
AVONDALE BRANCH	MAKE	MODEL	SERIAL NUMBER		
AVONDALE BRANCH	Delarue Note Counter		98366/01		
AVONDALE BRANCH	Delarue Note Counter	2600	MFA2080/0037		
AVONDALE BRANCH	Currency Verifier		454134		
AVONDALE BRANCH	Sharp Calculator		Q3014241		
AVONDALE BRANCH	Canon Copier		EZZ63161		
AVONDALE BRANCH	Canon Fax		GLZ34145		
AVONDALE BRANCH - AIRPORT AGENCY	MAKE	MODEL	SERIAL NUMBER		
AVONDALE BRANCH - AIRPORT AGENCY	Delarue Note Counter		98366		
AVONDALE BRANCH - AIRPORT AGENCY	Delarue Note Counter		MFA2080/0037		
AVONDALE BRANCH - AIRPORT AGENCY	Currency Verifier		454134		
AVONDALE BRANCH - AIRPORT AGENCY	Sharp Calculator				
AVONDALE BRANCH - AIRPORT AGENCY					
PREMIUM HSE BRANCH	MAKE	MODEL	SERIAL NUMBER		
PREMIUM HSE BRANCH	Delarue		89018		
PREMIUM HSE BRANCH	Delarue		0026718		

<b>PREMIUM HSE BRANCH</b>	Delarue		0140592		
<b>PREMIUM HSE BRANCH</b>	Delarue		0146145		
<b>PREMIUM HSE BRANCH</b>	Canon Fax		GKL10258		
<b>PREMIUM HSE BRANCH</b>	Canon Copier		MCT01375		
<b>PREMIUM HSE BRANCH</b>	Shredder	Rexel	RLM112003090016		
<b>KAFUE BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>KAFUE BRANCH</b>	Delarue Note Counter	8672301	0098365		
<b>KAFUE BRANCH</b>	Delarue Note Counter	2650	FT2650/0109		
<b>KAFUE BRANCH</b>	Delarue Note Counter	8672301	0026723		
<b>KAFUE BRANCH</b>	Delarue Note Counter	8672301	0134467		
<b>KAFUE BRANCH</b>	Delarue Note Counter	8672301	0134460		
<b>KAFUE BRANCH</b>	Currency verifier	UNISCAN 450	452401		
<b>KAFUE BRANCH</b>	Currency verifier	SUPERSCAN2100	92275		
<b>KAFUE BRANCH</b>	Canon Copier	IR2016	F188902		
<b>KAFUE BRANCH</b>	Casio Calculator	DR-140L	Q3022365		
<b>KAFUE BRANCH</b>	Casio Calculator	DR-140L	Q3022368		
<b>SOUTHERN PROVINCE BRANCHES</b>					
<b>CHIRUNDU BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>CHIRUNDU BRANCH</b>	Delarue		0140603		
<b>CHIRUNDU BRANCH</b>	Delarue		0136240		
<b>CHIRUNDU BRANCH</b>	Currency Verifier		07D004572		
<b>CHIRUNDU BRANCH</b>	Canoon Fax				
<b>CHIRUNDU BRANCH</b>	Canon Copier	IR2016J			
<b>CHIRUNDU BRANCH</b>	Shredder	Rexel	RDX1970		
<b>CHIRUNDU BRANCH</b>	Scanjet	HP	5590		
<b>CHIRUNDU BRANCH</b>	Casio Calculator	DR-240TM			
<b>CHIRUNDU BRANCH</b>	Casio Calculator	DR-240TM			
<b>CHIRUNDU BRANCH</b>	Casio Calculator	DR-140L			
<b>SIAVONGA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>SIAVONGA BRANCH</b>	Delarue	8672301	0098361		
<b>SIAVONGA BRANCH</b>	Delarue	8672301	0136235		
<b>SIAVONGA BRANCH</b>	Delarue	8672301	0143235		

SIAVONGA BRANCH	Canon Fax	L100	KPN44495		
SIAVONGA BRANCH	Casio Calculator	SC4194	ODO0245Y		
SIAVONGA BRANCH	Photocopier		KRB32011		
<b>MAZABUKA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
MAZABUKA BRANCH	Delarue Note Counter	125	MHH2460/0006		
MAZABUKA BRANCH	Delarue Note Counter	1250	490947/00037		
MAZABUKA BRANCH	Currency Verifier	Uniscan 452	452482		
MAZABUKA BRANCH	Currency Verifier	Uniscan 450			
MAZABUKA BRANCH	Shredder	430SE	6380200259L		
MAZABUKA BRANCH	IBM Typewriter	6784	11-DBWH		
MAZABUKA BRANCH	Casio Calculator	FR3400	1389352		
MAZABUKA BRANCH	Casio Calculator	FR3400	1389355		
MAZABUKA BRANCH	Canon Copier	L295	JJU10801		
MAZABUKA BRANCH	Canon Fax	IR2016			
<b>MONZE BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
MONZE BRANCH	Delarue	MHS0250	0008		
MONZE BRANCH	Delarue		0038336		
MONZE BRANCH	Delarue		0143238		
MONZE BRANCH	Canon Copier	NP6035	AEA00625		
MONZE BRANCH	Casio Calculator		Q3014499		
MONZE BRANCH	Casio Calculator		Q3014500		
MONZE BRANCH	Casio Calculator		Q3063513		
MONZE BRANCH	Casio Calculator		1391904		
MONZE BRANCH	Sharp Calculator		OD00380Y		
MONZE BRANCH	IBM Typewriter				
<b>CHOMA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
CHOMA BRANCH	Delarue	MHS0250	000		
CHOMA BRANCH	Delarue		0143182		
CHOMA BRANCH	Delarue	FT125	10101		
CHOMA BRANCH	Delarue	MHS0250	001		
CHOMA BRANCH	Delarue		0134457		
CHOMA BRANCH	Delarue		0143230		

<b>CHOMA BRANCH</b>	Canon Fax		EWZ229925		
<b>CHOMA BRANCH</b>	Canon Copier	IR2016			
<b>CHOMA BRANCH</b>	Scanner	HP8270	CN6C2A1556		
<b>CHOMA BRANCH</b>	Sharp Calculator		OD00262Y		
<b>NAMWALA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>NAMWALA BRANCH</b>	Delarue	8672301	0143199		
<b>NAMWALA BRANCH</b>	Delarue	2620	MIF0010/0030		
<b>NAMWALA BRANCH</b>	Canon Copier	IR2018	MWM65888		
<b>NAMWALA BRANCH</b>	Cash Scan	450	452014		
<b>NAMWALA BRANCH</b>	Cheque Emborser	CP30	A60774791		
<b>NAMWALA BRANCH</b>	Sharp Calculator	CS-4194	OD00093Y		
<b>NAMWALA BRANCH</b>	Sharp Calculator	CS-4194			
<b>NAMWALA BRANCH</b>	Canon Fax		SPR20145		
<b>NAMWALA BRANCH</b>	Scanner	HP8270			
<b>MAAMBA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>MAAMBA BRANCH</b>	Delarue Note Conter	8672	143294		
<b>MAAMBA BRANCH</b>	Currency Verifier	UNISCAN 450	453326		
<b>MAAMBA BRANCH</b>	Canon Fax	L380S	SPR20147		
<b>MAAMBA BRANCH</b>	Canon Copier	6216	UCC23090		
<b>MAAMBA BRANCH</b>	Cheque Embosser	CP30	A60777991		
<b>MAAMBA BRANCH</b>	Sharp Calculator	CS-4194	9D000246		
<b>MAAMBA BRANCH</b>	Sharp Calculator	CS-4194	9D000566		
<b>MAAMBA BRANCH</b>	Sharp Calculator	CS-4194	OD00378Y		
<b>ITEZHI TEZHI BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>ITEZHI TEZHI BRANCH</b>	Canon Fax	L295	GKH05936		
<b>ITEZHI TEZHI BRANCH</b>	Canon Copier	IR2000	UCC38084		
<b>ITEZHI TEZHI BRANCH</b>	Rexel Shreedder	P270			
<b>ITEZHI TEZHI BRANCH</b>	Casio Calculator	DR-240HT			
<b>ITEZHI TEZHI BRANCH</b>	Casio Calculator	DR-240HT			
<b>ITEZHI TEZHI BRANCH</b>	Casio Calculator	DR-240HT			

<b>LIVINGSTONE BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
LIVINGSTONE BRANCH	Delarue	8672301	0143198		
LIVINGSTONE BRANCH	Delarue	8672301	0154317		
LIVINGSTONE BRANCH	Delarue	MHS 125	115		
LIVINGSTONE BRANCH	Canon Fax	L350	GKH05927		
LIVINGSTONE BRANCH	Fax Machine	maratech	DKUJPN-23414		
LIVINGSTONE BRANCH	Currency Verifier	Uniscan	09D2001546		
LIVINGSTONE BRANCH	Currency Verifier	Germany	452774		
LIVINGSTONE BRANCH	Scanner	HP Scanjet 8270	CN73NA0093		
LIVINGSTONE BRANCH	Canon Copier	IR2018	MWM0565		
LIVINGSTONE BRANCH	Typewriter	IBM	14331790135606		
LIVINGSTONE BRANCH	Typewriter	IBM			
<b>WESTERN PROVINCE BRANCHES</b>					
<b>MONGU BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
MONGU BRANCH	Delarue Note Counter	867301	0146078		
MONGU BRANCH	Delarue Note Counter	867301	0143296		
MONGU BRANCH	Delarue Note Counter	867301	0143024		
MONGU BRANCH	Delarue Note Counter	867301	0146141		
MONGU BRANCH	Delarue Note Counter	125HS	MHS3440/		
MONGU BRANCH	Canon Copier	IR20165			
MONGU BRANCH	Canon Fax		DED31181		
MONGU BRANCH	Currency Verifier		09D2001554		
MONGU BRANCH	Currency Verifier	450	452576		
MONGU BRANCH	Canon Calculator	MP1411-DL	A455685		
MONGU BRANCH	Cheque Embosser	CP30	A60780691		
<b>SEANGA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
SEANGA BRANCH	Delarue Note Counter		0133024		
SEANGA BRANCH	Delarue Note Counter		0131364		
SEANGA BRANCH	Delarue Note Counter		0146080		
SEANGA BRANCH	Currency Verifier		454560		
SEANGA BRANCH	Currency Verifier		09D2001549		
SEANGA BRANCH	Casio Calculator		Q3018176		
SEANGA BRANCH	Casio Calculator		Q3023626		

<b>SENANGA BRANCH</b>	Canon Copier		MCT04220		
<b>SENANGA BRANCH</b>	Shredder		RDS2270		
<b>SENANGA BRANCH</b>	Canon Fax		KPS52860		
<b>SUB TOTAL</b>					
<b>VAT</b>					
<b>TOTAL AMOUNT</b>					
<b>LOT 2</b>					
<b>CENTRAL PROVINCE BRANCHES</b>					
<b>KABWE BUSINESS CENTRE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>KABWE BUSINESS CENTRE</b>	Delarue	125	MHS0250/0024		
<b>KABWE BUSINESS CENTRE</b>	Delarue		MMH1260006		
<b>KABWE BUSINESS CENTRE</b>	Delarue		MHS3860/0009		
<b>KABWE BUSINESS CENTRE</b>	Casio Calculator		Q3005192		
<b>KABWE BUSINESS CENTRE</b>	Casio Calculator		Q3005187		
<b>KABWE BUSINESS CENTRE</b>	Casio Calculator		Q3005193		
<b>KABWE BUSINESS CENTRE</b>	Casio Calculator		Q3002644		
<b>KABWE BUSINESS CENTRE</b>	Casio Calculator		Q3005188		
<b>KABWE BUSINESS CENTRE</b>	Casio Calculator		1391595		
<b>KABWE BUSINESS CENTRE</b>	Canon Copier		CKR04628		
<b>KABWE BUSINESS CENTRE</b>	Canon Copier		F131300		
<b>KABWE BUSINESS CENTRE</b>	Shredder	Intimus 430SE	194.02.00120.K		
<b>KABWE BUSINESS CENTRE</b>	Uniscan Verifier		452394		
<b>KABWE BUSINESS CENTRE</b>	Typewriter	IBM			
<b>KABWE BUSINESS CENTRE</b>	Canon Fax		JJ410788		
<b>CHISAMBA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>CHISAMBA BRANCH</b>	Delarue		154312		
<b>CHISAMBA BRANCH</b>	Delarue		MHS250/0011		
<b>CHISAMBA BRANCH</b>	Casio Calculator		Q3065254		
<b>CHISAMBA BRANCH</b>	Casio Calculator		Q306257		
<b>CHISAMBA BRANCH</b>	Canon Fax				

<b>CHISAMBA BRANCH</b>	Canon Copier		64892		
<b>KAPIRI BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>KAPIRI BRANCH</b>	Delarue Note Counter	8672301			
<b>KAPIRI BRANCH</b>	Delarue Note Counter	8672301			
<b>KAPIRI BRANCH</b>	Delarue Note Counter	8672301			
<b>KAPIRI BRANCH</b>	Delarue Note Counter	125	HS1200/0001		
<b>KAPIRI BRANCH</b>	Delarue Note Counter	125	HS83340/0003		
<b>KAPIRI BRANCH</b>	Delarue Note Counter	125	HS53300/0003		
<b>KAPIRI BRANCH</b>	Canon Fax Machine		SPR20180		
<b>KAPIRI BRANCH</b>	Currency Verifier		453416		
<b>KAPIRI BRANCH</b>	Currency Verifier		452554		
<b>KAPIRI BRANCH</b>	Currency Verifier		09D2001544		
<b>MKUSHI BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>MKUSHI BRANCH</b>	Delarue Note Counter		MPC0880/0019		
<b>MKUSHI BRANCH</b>	Delarue Note Counter		MHS0250/0007		
<b>MKUSHI BRANCH</b>	Delarue Note Counter		MHS3340/0003		
<b>MKUSHI BRANCH</b>	Canon Copier		KRB31975		
<b>MKUSHI BRANCH</b>	Canon Fax				
<b>MKUSHI BRANCH</b>	Currency Verifier				
<b>COPPERBELT BRANCHES</b>					
<b>NDOLA BUSINESS CENTRE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>NDOLA BUSINESS CENTRE</b>	Delarue Note Counter	8672	0146142		
<b>NDOLA BUSINESS CENTRE</b>	Delarue Note Counter	8672	0136252		
<b>NDOLA BUSINESS CENTRE</b>	Delarue Note Counter	125	MHS3860/002		
<b>NDOLA BUSINESS CENTRE</b>	Delarue Note Counter	125	MHH2460/001		
<b>NDOLA BUSINESS CENTRE</b>	Delarue Note Counter	8672	0154313		
<b>NDOLA BUSINESS CENTRE</b>	Canon Fax Machine		SPQ13174		
<b>NDOLA BUSINESS CENTRE</b>	Canon Fax Machine		GKL06518		
<b>NDOLA BUSINESS CENTRE</b>	Shredder Intimus	430e	192.02.00140		
<b>NDOLA BUSINESS CENTRE</b>	Canon Copier		CKR04596		
<b>NDOLA BUSINESS CENTRE</b>	Canon Calculator		40021718		
<b>NDOLA BUSINESS CENTRE</b>	Casio Calculator		3002081		

<b>NDOLA WEST BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
NDOLA WEST BRANCH	Canon Fax	L350	JJU10790		
NDOLA WEST BRANCH	Canon Copier	IR2016	CKR04623		
NDOLA WEST BRANCH	Delarue Note Counter	1250	MHS0250/0012		
NDOLA WEST BRANCH	Delarue Note Counter	1250	MH0250/0005		
NDOLA WEST BRANCH	Delarue Note Counter	125	MPC0890/0002		
NDOLA WEST BRANCH	Delarue Note Counter	125	MPC0890/0010		
NDOLA WEST BRANCH	Shredder	3804	0193		
<b>NDOLA INDUSTRIAL BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
NDOLA INDUSTRIAL BRANCH	Canon Copier		MWM65827		
NDOLA INDUSTRIAL BRANCH	Canon Fax		STR19991		
NDOLA INDUSTRIAL BRANCH	Delarue Note Counter	125	HS3340/0011		
NDOLA INDUSTRIAL BRANCH	Delarue Note Counter	1260	1260/0006		
<b>LUANSHYA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
LUANSHYA BRANCH	Delarue		136259		
LUANSHYA BRANCH	Delarue		92300		
LUANSHYA BRANCH	Delarue	MHS0250	0023		
LUANSHYA BRANCH	Delarue		0134458		
LUANSHYA BRANCH	Canon Fax		SPR20151		
LUANSHYA BRANCH	Typewriter	IBM	11-0050345		
LUANSHYA BRANCH	Canon Copier		CKR04100		
<b>KITWE BUSINESS CENTRE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
KITWE BUSINESS CENTRE	Delarue Note Counter	125	MHS0250/0014		
KITWE BUSINESS CENTRE	Delarue Note Counter	125	MHS2460/0016		
KITWE BUSINESS CENTRE	Delarue Note Counter	8670301	0146095		
KITWE BUSINESS CENTRE	Delarue Note Counter	8672301	0143283		
KITWE BUSINESS CENTRE	Canon Fax Machine		SPP28046		

<b>KITWE BUSINESS CENTRE</b>	Canon Copier		MWM65903		
<b>KITWE BUSINESS CENTRE</b>	Canon Copier		MWM53740		
<b>KITWE BUSINESS CENTRE</b>	Currency Verier				
<b>KITWE INDUSTRIAL BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>KITWE INDUSTRIAL BRANCH</b>	Cheque Embossor	CP30	A60774591		
<b>KITWE INDUSTRIAL BRANCH</b>	Currency Verifier	Uniscan 452	452479		
<b>KITWE INDUSTRIAL BRANCH</b>	Shredder	3804	98082872		
<b>KITWE INDUSTRIAL BRANCH</b>	IBM Typewriter	6784	11-DNMD9		
<b>KITWE INDUSTRIAL BRANCH</b>	SharpCalculator	4191	OD00023Y		
<b>KITWE INDUSTRIAL BRANCH</b>	SharpCalculator	4191	8D000481		
<b>KITWE INDUSTRIAL BRANCH</b>	SharpCalculator	4191	8D000451		
<b>KITWE INDUSTRIAL BRANCH</b>	Canon Fax	B160	ETV-60594		
<b>KITWE INDUSTRIAL BRANCH</b>	Canon Copier	NP1550	UCH-052252		
<b>KITWE INDUSTRIAL BRANCH</b>	Shredder	3804	98082872		
<b>KITWE INDUSTRIAL BRANCH</b>	Delarue Note Counter	HS 125	MHS0250/0014		
<b>KITWE INDUSTRIAL BRANCH</b>	Delarue Note Counter	HS 125	MHH2460/0016		
<b>KITWE INDUSTRIAL BRANCH</b>	Delarue Note Counter	125	MPC0890/0014		
<b>MUFULIRA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>MUFULIRA BRANCH</b>	Delarue		MCN0100/0012		
<b>MUFULIRA BRANCH</b>	Delarue	125	MHS0250/0016		
<b>MUFULIRA BRANCH</b>	Delarue	2620	FT2620/0108		
<b>MUFULIRA BRANCH</b>	Delarue		0136257		
<b>MUFULIRA BRANCH</b>	Delarue		0140580		
<b>MUFULIRA BRANCH</b>	UniscanVerifier		452476		
<b>MUFULIRA BRANCH</b>	UniscanVerifier		453279		
<b>MUFULIRA BRANCH</b>	UniscanVerifier		451706		
<b>MUFULIRA BRANCH</b>	Superscan Verifier		83787		
<b>MUFULIRA BRANCH</b>	Sharp Calculator		09D2001550		
<b>MUFULIRA BRANCH</b>	Sharp Calculator		09D0015110		
<b>MUFULIRA BRANCH</b>	Typewriter	IBM6783	11-0034554		
<b>MUFULIRA BRANCH</b>	Canon Copier		UFW-09994		

<b>MUFULIRA BRANCH</b>	Canon Copier		FCI-5370		
<b>MUFULIRA BRANCH</b>	Canon Copier	IR2018	MWM85662		
<b>MUFULIRA BRANCH</b>	Canon Fax	L300	GLZ34916		
<b>MUFULIRA BRANCH</b>	Canon Fax	T50	05919		
<b>MUFULIRA BRANCH</b>	Canon Fax	SUPER G3	SPP20545		
<b>MUFULIRA BRANCH</b>	Scanner	HP Scanjet	CN74JA0176		
<b>CHINGOLA BRANCH</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>CHINGOLA BRANCH</b>	Delarue		0140594		
<b>CHINGOLA BRANCH</b>	Delarue		0140593		
<b>CHINGOLA BRANCH</b>	Delarue		0143200		
<b>CHINGOLA BRANCH</b>	Sharp Calculator		OD002717		
<b>CHINGOLA BRANCH</b>	Sharp Calculator		8D000173		
<b>CHINGOLA BRANCH</b>	Sharp Calculator		93002855		
<b>CHINGOLA BRANCH</b>	Canon Fax		H12157		
<b>CHINGOLA BRANCH</b>	Canon Fax		SPR20020		
<b>CHINGOLA BRANCH</b>	Canon Copier		MCT16395		
<b>NORTH-WESTERN BRANCHES</b>					
	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>SOLWEZI BRANCH</b>	Delarue	MHH2430	0006		
<b>SOLWEZI BRANCH</b>	Delarue		0M015		
<b>SOLWEZI BRANCH</b>	Delarue		140597		
<b>SOLWEZI BRANCH</b>	Delarue		140596		
<b>SOLWEZI BRANCH</b>	Delarue		R201415		
<b>SOLWEZI BRANCH</b>	Delarue		R201414		
<b>SOLWEZI BRANCH</b>	Typewriter	IBM 6783	11-0039413		
<b>SOLWEZI BRANCH</b>	Canon Fax	B150	EWZ232785		
<b>SOLWEZI BRANCH</b>	Canon Copier	NP1550			
<b>SOLWEZI BRANCH</b>	Canon Copier	NP1550			
<b>SUB -TOTAL</b>					
<b>VAT</b>					
<b>TOTAL</b>					
<b>LOT 3</b>					

<b>NORTHERN BRANCHES</b>					
<b>KASAMA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
KASAMA BRANCH	Delarue	HS 125	0250/0021		
KASAMA BRANCH	Delarue	HS 125	3860/0013		
KASAMA BRANCH	Delarue	HS 125	0250/0010		
KASAMA BRANCH	Delarue	HS 125	MIF0010/0010		
KASAMA BRANCH	Delarue	8672301	0140602		
KASAMA BRANCH	Delarue	8672301	0140590		
KASAMA BRANCH	Delarue	8672301	0066775		
KASAMA BRANCH	Delarue	8672301	0140591		
KASAMA BRANCH	Canon Fax	L350	GKL08698		
KASAMA BRANCH	Canon Fax	L100	KPS1047400		
KASAMA BRANCH	Casio Calculator	FR3400	1306367		
KASAMA BRANCH	Casio Calculator	FR3400	1306366		
KASAMA BRANCH	Casio Calculator	FR3400	1306362		
KASAMA BRANCH	Casio Calculator	FR3400	1306363		
KASAMA BRANCH	Casio Calculator	FR3400	1306364		
KASAMA BRANCH	Sharp Calculator	CS4194	0000040Y		
KASAMA BRANCH	Sharp Calculator	CS4194	0000165Y		
KASAMA BRANCH	Canon Copier	NP 1708	MWM68219		
<b>MPIKA BRANCH</b>					
<b>MPIKA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
MPIKA BRANCH	Delarue	MHS4420	00014		
MPIKA BRANCH	Cash Scan	450	453374		
MPIKA BRANCH	Cash Scan	138	117234		
MPIKA BRANCH	Canon Fax	L300	GLZ28030		
MPIKA BRANCH	Canon Copier	IR2016	CKR00045		
MPIKA BRANCH	Sharp Calculator		9D001336		
MPIKA BRANCH	Sharp Calculator		OD00354Y		
MPIKA BRANCH	Sharp Calculator		OD00169Y		
<b>LUAPULA BRANCHES</b>					
<b>MANSA BRANCH</b>					
<b>MANSA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
MANSA BRANCH	Delarue Note Counter				
MANSA BRANCH	Delarue Note Counter				
MANSA BRANCH	Delarue Note Counter	6220			

<b>MANSA BRANCH</b>	Canon Copier	L300	30398		
<b>MANSA BRANCH</b>	Canon Fax	IBM			
<b>MANSA BRANCH</b>	Typewriter				
<b>KAWAMBWA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>KAWAMBWA BRANCH</b>	Delarue Note Counter	125	HS		
<b>KAWAMBWA BRANCH</b>	Delarue Note Counter	125	HS		
<b>KAWAMBWA BRANCH</b>	Delarue Note Counter	8672	0154307		
<b>KAWAMBWA BRANCH</b>	Delarue Note Counter		0037923		
<b>KAWAMBWA BRANCH</b>	Canon Fax	JX200			
<b>KAWAMBWA BRANCH</b>	Canon Fax	L200			
<b>KAWAMBWA BRANCH</b>	Canon Calculator	BP1600-LTS			
<b>KAWAMBWA BRANCH</b>	Sharp Calculator		OD00109Y		
<b>EASTERN PROVINCE BRANCHES</b>					
<b>PETAUKE BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>PETAUKE BRANCH</b>	Delarue Note Counter	125	MPC0880/0026		
<b>PETAUKE BRANCH</b>	Delarue Note Counter	125	MHH2460/0005		
<b>PETAUKE BRANCH</b>	Canon Copier	NP1550	UAH-99322		
<b>PETAUKE BRANCH</b>	Canon Fax	B100	EWZ 232785		
<b>CHIPATA BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>		
<b>CHIPATA BRANCH</b>	Delarue Note Counter	8672301	0143183		
<b>CHIPATA BRANCH</b>	Delarue Note Counter	8672301	0136244		
<b>CHIPATA BRANCH</b>	Delarue Note Counter	8672301	0146152		
<b>CHIPATA BRANCH</b>	Delarue Note Counter	8672301	0143231		
<b>CHIPATA BRANCH</b>	Delarue Note Counter	8672301	0095144		
<b>CHIPATA BRANCH</b>	Delarue Note Counter	8672301	0095138		
<b>CHIPATA BRANCH</b>	Delarue Note Counter	8672301	0134463		
<b>CHIPATA BRANCH</b>	Delarue Note Counter	125	MHS0250/0009		
<b>CHIPATA BRANCH</b>	Delarue Note Counter	125	MH8360/0008		
<b>CHIPATA BRANCH</b>	Currency Verifier	UNISCAN	454161		
<b>CHIPATA BRANCH</b>	Canon Copier	IR2018	MCT06986		
<b>CHIPATA BRANCH</b>	Canon Fax Machine	L295	JJR54426		
<b>CHIPATA BRANCH</b>	Canon Fax Machine	L140	DED05783		
<b>CHIPATA BRANCH</b>	Canon Calculator		400020935		
<b>LUNDAZI BRANCH</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL</b>		

			NUMBER		
LUNDAZI BRANCH	Delarue Note Counter	125	MH83860/0014		
LUNDAZI BRANCH	Delarue Note Counter		140604		
LUNDAZI BRANCH	Delarue Note Counter		134464		
LUNDAZI BRANCH	Sharp Calculator		OD00286Y		
LUNDAZI BRANCH	Sharp Calculator		OD00303Y		
LUNDAZI BRANCH	Canon Copier		KRB32014		
LUNDAZI BRANCH	Scannerjet		CN758A1159		
LUNDAZI BRANCH	Canon Fax		KPN26602		
MFUWE BRANCH	MAKE	MODEL	SERIAL NUMBER		
MFUWE BRANCH	Delarue		0140599		
MFUWE BRANCH	Canon Copier	IR2016	KRB72264		
MFUWE BRANCH	Canon Fax	L100	KPN14438		
MFUWE BRANCH	Shredder	Rexel	50A		
MFUWE BRANCH	Typewriter	IBM	11-0050251		
SUB-TOTAL					
VAT					
TOTAL AMOUNT					

## NOTE: DETAILED SPECIFICATION

### Description of the services.

- To undertake scheduled service and repair of equipment every quarter
- To attend to repairs as they occur (**must** be included in the total cost indicated in the activity schedule)
- To produce operational report every quarter
- To include warranty and life on all parts replaced
- Typed/printed status report (quarterly) highlighting problem areas and making recommendations.
- The Bidder shall fill in rates and prices for all items of the **maintenance** services listed in the **Activity Schedule**. Items for which no rate or price is entered by the Bidder will not be paid for by the Bank when executed and

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

- Prices for spares shall be based on current prices at the time of replacement. Pricing must be done in line with the format in the schedule above. In case of discrepancy between unit price and total, the unit price shall prevail.

## **Section VIII. Security Forms**

## Annex A Form: Bid Security (Bank Guarantee)

Whereas, *[name of Bidder and in the case of joint venture here should say--- a "joint venture" consisting of--(name of first firm)--, --(name of second firm) --,--(name of last firm) -- ]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for the tender of *[name of Contract]* (hereinafter called "the Bid").

Know all people by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called "the Bank") are bound unto name of Employer] (hereinafter called "the Employer") in the sum of *[The Bidder should insert the amount of the Guarantee in words and figures denominated in the currency of the Employer's country or an equivalent amount in a freely convertible currency. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders]* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 27,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [*Usually 28 days after the end of the validity period of the Bid.*] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

\_\_\_\_\_  
*[signature, name, and address]*

**Annex B Form (Alternative 2): Performance Bank Guarantee  
(Unconditional)**

To: *[name and address of Employer]*

Whereas *[name and address of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called “the Contract”);

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

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

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

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

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

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

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## Annex B Form (Alternative 3): Performance Bond

By this Bond, *[name and address of Service Provider]* as Principal (hereinafter called “the Service Provider”) and *[name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name and address of Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[amount of Bond]* *[amount of Bond in words]* for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

Signed by \_\_\_\_\_  
on behalf of *[name of Service Provider]* in the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

Signed by \_\_\_\_\_  
on behalf of *[name of Service Provider]* in the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

## Annex C Form: Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

*[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 (“Advance Payment”) of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called “the Service Provider”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee]* *[amount in words]*

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee]* *[amount in words]*

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

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

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

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

## Section VIII. Sample Forms

### Notes on the Sample Forms

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

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

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

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

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

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## 1. Bid Form and Price Schedules

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

IFB N°: \_\_\_\_\_

To: *[Zesco Ltd]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the rate of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to K10 million only for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Price Schedule for Domestic Goods Offered from within the Purchaser's  
Country**

(Group A and Group B bids)

Name of Bidder \_\_\_\_\_ IFB Number \_\_. Page \_ of \_\_\_\_\_.

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>LOT</b>	<b>Description</b>	<b>model</b>	<b>Serial No.</b>	<b>Amount per quarter</b>	<b>Amount Per Annum</b>
1					
2					
3					

Signature of Bidder \_\_\_\_\_

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

## 2. Bid Security Form

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

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

THE CONDITIONS of this obligation are:

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

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

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

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*[signature of the bank]*

### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the ZESCO Ltd, Great East Road, Stand No. 6946, P.O. Box 33304 Lusaka hereafter called “the Purchaser”) of the one part and \_\_\_\_\_ hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., Transportation of Wood Poles for Electricity Transmission and has accepted a bid by the Supplier for the supply of those goods and services in the rate of \_\_\_\_\_ hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Purchaser’s Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

#### 4. Performance Security Form

To: *[Zesco Ltd.]*

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

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

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

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

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*