



BIDDING DOCUMENT

TENDER NO. ZNCB/MTC/001/2012

**TENDER FOR THE MAINTENANCE AND
SERVICING OF UPS UNITS AT ZANACO HEAD
OFFICE AND BRANCHES ON A TWO (2) YEAR
RUNNING CONTRACT**

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JANUARY 2012

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Section I. Invitation for Bids (IFB)

ZNCB/MTC/001/2012: TENDER FOR THE MAINTENANCE AND SERVICING OF UPS UNITS AT ZANACO HEAD OFFICE AND BRANCHES ON A TWO (2) YEAR RUNNING CONTRACT

Zambia National Commercial Bank Plc wishes to engage a firm to maintain and service UPS units at Zanaco Head Office and Branches on a two (2) year running contract.

The Zambia National Commercial Bank Plc now invites sealed bids from prospective Bidders for the maintenance and servicing of UPS units at Zambia National Commercial Bank Head Office and Branches.

Interested Bidders may obtain further information from and inspect the bidding documents at the office of the Head – Procurements, Zambia National Commercial Bank Plc, Head Office, Cairo Road, 4th Floor, P. O. Box 33611, Lusaka.

A complete set of bidding document is available for purchase from the office of the Head – Procurements, Zambia National Commercial Bank Plc, P. O. Box 33611, Lusaka, Zambia upon payment of a non-refundable fee of K500,000.00 each or its equivalent in any freely convertible currency. The payments for the bidding document will be in form of cash deposits made into the Zambia National Commercial Bank Plc account Tender Bids Commission, Account number: 4600058, Branch: Finance Department and no cheque deposits (interbank) within normal banking hours.

The telephone numbers are (260) (01) 222109, 228879 and the telefax number is (260) (01-238879. The bidding documents can also be accessed on the Zambia National Commercial Bank Plc, website: www.zanaco.co.zm.

Bids clearly marked, **“ZNCB/MTC/001/2012: TENDER FOR THE MAINTENANCE AND SERVICING OF UPS UNITS AT ZANACO HEAD OFFICE AND BRANCHES ON A TWO (2) YEAR RUNNING CONTRACT”**, must be deposited in the tender box on the 14th floor, Zanaco Plc, Head Office, Cairo Road, on or before Friday, 20th January, 2012 and must be accompanied by a bid security of not less than K10,000,000.00 duly signed by the Guarantor(s). **HOWEVER, ELECTRONIC OFFERS WILL NOT BE ACCEPTED.**

The bids must be deposited in the tender box on the 14th Floor, Zambia National Commercial Bank Plc, Head Office, Lusaka on or before Friday, 20th January, 2012 at 15:00 local time and must be accompanied by a bid security of not less than 2% of the bid sum duly signed by the guarantor(s).

The closing date for the receipt of bids is Friday, 20th January, 2012 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 in the Conference Room on the 14th Floor, Zambia National Commercial Bank Plc, Head Office on the same date soon after closing in the presence of bidders or their representatives who choose to attend.

THE SECRETARY
MANAGEMENT TENDER COMMITTEE

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Section II. Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 The Bank as defined in the Contract Data, invites bids for the maintenance services, as described in the **Activity Schedule**. The name and identification number of the Contract is provided in the Contract Data.
 - 1.2 The successful Bidder will be expected to **maintain the equipment and provide the services** specified in the Contract Data.
- 2. Source of Funds**
 - 2.1 The Purchaser intends to apply funds to eligible payments under the contract for which this Invitation for Bids is issued.
- 3. Eligible Bidders**
 - 3.1 This Invitation for Bids is open to all reputable and experienced bidders in **Zambia**.
 - 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information.
 - 3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with sub-clause 36.1.
- 4. Qualification of the Bidder**
 - 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed service method and schedule, including drawings and charts, as necessary.
 - 4.2 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally-submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section 2.
 - 4.3 If the Bank has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2, 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. The power of attorney shall be issued by a legal institution and signed under seal.

- (b) total monetary value of **UPS units Maintenance** service 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 **UPS units Maintenance** service under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) major items of **UPS units maintenance** 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 or Bank statements for the past 2 years;
- (g) evidence of adequacy of servicing capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the Bidder's bankers. Bidders are expected to submit a letter addressed to their Bankers authorising the Zambia National Commercial Bank Plc to obtain references if necessary.
- (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

4.4 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 4.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract

terms;

- (d) 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
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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

- (a) annual volume of **UPS units Maintenance** service of at least the amount specified in the Bidding Data;
- (b) experience in the **maintenance of UPS units** of a nature and complexity equivalent to the Services over the last ten years
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data;
- (d) a Technical Manager with at least five years' experience in **UPS units maintenance** 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.

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| 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 his Bid, and the Bank 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 UPS units and its |

surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for **Maintenance and Servicing of the UPS units**. 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 I | Invitation for Bids (IFB) |
| Section II | Instructions to Bidders (ITB) |
| Section III | Forms of Bid and Qualification Information |
| Section IV | Conditions of Contract |
| Section V | Contract Data |
| Section VI | Specifications |
| Section VII | Drawings |
| Section VIII | Activity Schedule |
| Section IX | Forms of Securities |
- 8.2 One copy of Sections III, V, and VIII are supplied to the prospective Bidder. The number of copies to be completed and returned with the Bid are 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 Bank in writing or by cable ("cable" includes telex and facsimile) at the Bank's address indicated in the invitation to bid. The Bank will respond to any request for clarification received earlier than seven (7) days prior to the deadline for submission of bids. Copies of the Bank'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 Bank 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

Bank.

- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Bank 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 All documents relating to the Bid shall be in the language specified in the Contract Data.
- 12. Documents Comprising the Bid** 12.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Bid Form (in the format indicated in Section III0);
 - (b) Bid Security;
 - (c) Power of attorney submitted in the format prescribed in ITB 4.3 (a)
 - (d) priced **Activity Schedule**;
 - (e) Qualification Information Form and Documents;
 - (f) Alternative offers where invited; and
 - (g) any other materials required to be completed and submitted by bidders, as specified in the Bidding Data.
- 13. Bid Prices** 13.1 The Contract shall be for the whole **Maintenance Services** as described in Sub-Clause 1.1 of this section, 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 **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**.
- 13.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 7 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 13.4 The lump sum price quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
- 14. Currencies of Bid and Payment** 14.1 *The lump sum price shall be quoted by the Bidder entirely in the Zambian Kwacha as specified in the Contract Data.*

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- 15. Bid Validity**
- 15.1 Bids shall remain valid for the period specified in the Bidding Data.
- 15.2 In exceptional circumstances, the Bank 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 or by cable. 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.
- 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, at the Bidder's option, be in the form of either a certified cheque, letter of credit, bank guarantee from a banking institution acceptable to the Zambia National Commercial Bank Plc, or a bond issued by an insurance firm and located in any country. The format of the Bid Security should be in accordance with one of the forms of Bid Security included in Section 8 or another form acceptable to the Bank. ***Bid Security shall be valid for 30 days beyond the validity of the Bid.***
- 16.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Bank. 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 30 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

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- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; 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. 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 alternatives to the requirements of the bidding documents must also submit a Bid that complies with the requirements of the bidding documents. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Bank, including, breakdown of prices, proposed **maintenance** methods and other relevant details. Only the alternatives, if any, of the lowest evaluated Bidder conforming to the basic **maintenance** requirements shall be considered by the Bank.

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 4.3(a) or 4.4(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 Bank, 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 “THREE COPIES”.
- 19.2 The inner and outer envelopes shall
- (a) be addressed to the Bank at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; 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 Bank will assume no responsibility for the misplacement or premature opening of the Bid.
- 20. Deadline for Sub-mission of Bids**
- 20.1 Bids shall be delivered to the Bank at the address specified above no later than the time and date specified in the Bidding Data.
- 20.2 The Bank 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 Bank 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 Bank 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 Bank 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 Bank may consider appropriate, will be announced by the Bank at the opening.
- 23.4 The Bank 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 has been announced. Any effort by a Bidder to influence the Bank's processing of bids or award decisions may result in the rejection of his Bid.

25. Clarification of Bids and Contacting the Bank

- 25.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Bank on any matter related to the bid, it should do so in writing.

- 25.2 To assist in the examination, evaluation, and comparison of bids, the Bank may, at the Bank's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the activity schedule. 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 Bank in the evaluation of the bids in accordance with Clause 27.
- 25.3 Any effort by the Bidder to influence the Bank in the Bank's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.
- 26. Examination of Bids and Determination of Responsiveness**
- 26.1 Prior to the detailed evaluation of bids, the Bank 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 Bank'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 Bank, 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 Bank for any arithmetic errors. Errors will be corrected by the Bank as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Bank there is an obviously gross misplacement of the decimal point in the unit rate, in which

case the line item total as quoted will govern, and the unit rate will be corrected.

27.2 The amount stated in the Bid will be adjusted by the Bank 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 Bids will be evaluated as quoted in the Zambian Kwacha as defined in the Contract Data in accordance with Sub-Clause 14.1.

29. Evaluation and Comparison of Bids

29.1 The Bank will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

29.2 In evaluating the bids, the Bank 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) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.

29.3 The Bank 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 Bank will not be taken into account in Bid evaluation.

29.4 The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

F. Award of Contract

30. Award Criteria

30.1 Subject to Clause 31, the Bank 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. Bank's Right to Accept any Bid and to Reject any or all Bids**
- 31.1 Notwithstanding Clause 30, the Bank 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 Bank's action.
- 32. Notification of Award and Signing of Agreement**
- 32.1 The Bidder whose Bid has been accepted will be notified of the award by the Bank prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Bank will pay the Contractor **per quarter** in consideration of the **maintenance and servicing of UPS units by the contractor and provision of any other services requested for in the Activity schedule** as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 32.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 33 and signing the Agreement in accordance with Sub-Clause 32.3.
- 32.3 The Agreement will incorporate all agreements between the Bank and the successful Bidder. It will be signed by the Bank and sent to the successful Bidder, within 14 days following the notification of award along with the Letter of Acceptance. Within 7 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Bank.
- 32.4 Upon the furnishing by the successful Bidder of the Performance Security, the Bank will promptly notify the other bidders that their bids have been unsuccessful.
- 33. Performance Security**
(Not Applicable)
- 33.1 Within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Bank a Performance Security in the amount stipulated in the Contract Data and in the form (Bank Guarantee and/or Bond) stipulated in the Bidding Data, denominated in the currency in the Letter of Acceptance and in Accordance with the Conditions of Contract.

- 33.2 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 Bank or a foreign bank through a correspondent bank located in the country of the Bank, or (b) with the agreement of the Bank directly by a foreign bank acceptable to the Bank.
- 33.3 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 Bank.
- 33.4 **Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.**
- 34. Advance Payment and Security**
- 34.1 The Bank will **not** provide any Advance Payment on the Contract Price **and all payments will be effected quarterly after maintenance services have been done.**
- 34. Adjudicator**
- 34.1 The Bank 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 Bank has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Contract Data at the request of either party.
- 35. Corrupt or Fraudulent Practices**
- 35.1 The Bank requires that Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:
- (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 the **Bank**, 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 the **Bank** 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 contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

37.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 23.2 and sub-clause 59.2 of the General Conditions of Contract.”

G. Bidding Data

Instructions to Bidders Clause Reference

- (1.1) The “Bank” means *the Zambia National Commercial Bank Plc.*
- (1.1) The Project is: *Maintenance and Servicing of UPS units at Zambia National Commercial Bank Plc Head Office and Branches.*
- The tender number is: **ZNCB/MTC/001/2012**
- (4.3)a Modified as follows;
- (i) *Copies of Certificate of Incorporation / Registration.*
 - (ii) *Relevant Certification in Maintenance of UPS units from Engineering Institute of Zambia (EIZ).*
 - (iii) *Principal place of business.*
 - (iv) *Written Power of Attorney or Letter of Authorisation of the signatory of the bid.*
- (4.3)b & c The information required from bidders in Sub-Clause 4.3 *b* and *c* is modified as follows: *Reduction of number of years in Clauses (b) and (c) from Five to Two years.*
- (4.3)d *Bidders are expected to provide the following equipment. Not Applicable.*
- (4.3)e *Bidders are expected to provide at least one year experience of key site management and technical personnel proposed for the contract.*
- (4.3)f Modified as follows; *Reports on the financial standing of the bidder for the past two years, Financial Statement, Cash Flow Statement or Bank Statements.*
- (4.3)h *Bidders are expected to submit a letter addressed to their Bankers authorizing the Zambia National Commercial Bank Plc to obtain references if necessary.*
- (4.3)i Modified as follows; *Bidders are expected to comment on whether they have any litigation.*
- (4.4) The qualification data required from bidders in Sub-Clause 4.4 are modified as follows: *None.*
- (4.5a) The minimum required *annual volume of maintenance service for the successful Bidder in any the last three years shall be: K100,000,000.00*
- (4.5)b The qualification criteria in Sub-Clause 4.5 are modified as follows: *Reduction in number of years in Clause (b) from ten to three years.*

- (4.5c) The essential equipment to be made available for the Contract by the successful Bidder shall be *Hand Tools*.
- (4.5d) The information required from bidders in Sub-Clause 4.3 *b* and *c* is modified as follows: *Reduction of number of years of experience of the Technical Manager in UPS units maintenance services from five to three years including no less than three years as Manager.*
- (4.5e) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: *25% of the contract sum.*
- (8.2) The number of copies of the Bid to be completed and returned shall be *Three (3)*.
- (13.4) The Contract *is not* subject to price adjustment in accordance with Clause 47 of the Conditions of Contract.
- (14.1) The specified international trading currency shall be: *Not Applicable*
- (15.1) The period of Bid validity shall be *Ninety (90)* days after the deadline for Bid submission specified in the Bidding Data.
- (15.3) The adjustment of Bid price in accordance with Clause 15.3 shall be calculated on the basis of an annual increase for foreign costs of 0% and an annual increase for local costs of 0%. *Not Applicable.*
- (16.1) The amount of Bid Security shall be: *K10,000,000*
- Bid Securities from Insurance Companies are acceptable: *Yes.*
- (17.1) Alternative proposals to the requirements of the bidding documents will be permitted with respect to *Not Applicable.*
- (19.2) The Bank's address for the purpose of Bid submission is:

The Head - Procurements
Zambia National Commercial Bank Plc
Head Office,
P O Box 33611
LUSAKA
Tel: 221174,221418
Fax: 223077

Bids must be deposited in the tender box marked "Tender for *Maintenance and*

Servicing of UPS units at Zanaco Head Office and Branches for a period of two years” which is on the 14th Floor of the Zambia National Commercial Bank Plc, Head Office in Lusaka.

- (20.1) **The deadline for submission of bids shall Friday, 20th January, 2012 at 15:00 hours Local Time.**
- (33.0) The Standard Form of Performance Security acceptable to the Bank shall be: *Not Applicable.*
- (34.0) *There will be no advance payments under this contract and all payments will be made quarterly after maintenance services have been done.*
- (35.1) **An Adjudicator shall be appointed by the Arbitrators Association of Zambia.**

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

Contractor's Bid

Notes on Form of Contractor's Bid

The Bidder shall fill in and submit this Bid form with the Bid. Additional details on the price should be inserted if the Bid is in various currencies. If the Bidder objects to the Adjudicator proposed by the Bank in the bidding documents, he should so state in his Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data, in accordance with Clause 36 of the Instructions to Bidders.

[date]

To: *[name and address of Bank]*

We offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[name of currency]*.

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:

<u>Name and address</u>	<u>Amount and</u>	<u>Purpose of</u>
-------------------------	-------------------	-------------------

of agent	Currency	Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")."

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Bidder: _____
Address: _____

Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification or for verification of pre-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for pre-qualification verification, the Bidder should fill in updated information only.

- 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 **UPS units Maintenance** service performed in three years, in the internationally traded currency specified in the Bidding Data: *[insert]*
- 1.3 Service performed as prime Contractor on services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of **UPS units maintenance** service under way or committed, including expected completion date.

Project name and country	Name of client and contact person	Type of service performed and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Contractor's Equipment proposed for carrying out the Services. List all information requested below. Refer also to Sub-Clause 4.3(d) 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 similar service
(a)			
(b)			

- 1.7 Financial reports for the last two years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies. **Bank statements will suffice.**
- 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.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Bank.
- 1.10 Information on current litigation in which the Bidder is involved.

Other party(ies)	Cause of dispute	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 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 or to fulfill the requirements of Sub-Clause 4.1 and Clause 30 of the Instructions to Bidders, if applicable.

Letter of Acceptance

[letterhead paper of the Bank]

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 33 and 34 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the Zambia National Commercial Bank Plc.

[date]

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

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 Contract Data]* 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 Zambia National Commercial Bank Plc.

- (a) We accept that *[name proposed by bidder]* be appointed as the Adjudicator.
- (b) 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 **maintenance** Services in accordance with the Contract documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Agreement

Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 27), price adjustment during the evaluation process (Instructions to Bidders Sub-Clause 15.3 or Clause 47 of the Conditions of Contract), selection of an alternative offer (Invitation for Bids Sub-Clause 17.2), acceptable deviations (Invitation for Bids Clause 26), or any other mutually-agreeable changes allowed for in the Conditions of Contract, such as changes in key personnel, subcontractors, scheduling, and the like.

This Agreement, made the *[day]* day of *[month]*, *[year]* between *[name and address of Zambia National Commercial Bank Plc]* (hereinafter called “the Bank”) and *[name and address of Contractor]* (hereinafter called “the Contractor”) of the other part.

Whereas the Bank is desirous that the Contractor execute *[name and identification number of Contract]* (hereinafter called “the Services”) and the Bank has accepted the Bid by the Contractor for the execution and completion of such Services and the remedying of any defects therein.

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 hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Bank to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Bank to execute and complete the Services and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Bank hereby covenants to pay the Contractor in consideration of the execution and completion of the Services and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of: _____

Signed, Sealed, and Delivered by the said _____
in the presence of: _____

Binding Signature of Bank _____

Binding Signature of Contractor _____

Section IV. Conditions of Contract

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Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

The **Adjudicator** is the person appointed jointly by the Bank and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25 hereunder.

Activity Schedule means the priced and completed *schedule of UPS units Equipment and other services* forming part of the Bid.

Compensation Events are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the Services as certified by the Project Manager, in accordance with Sub-Clause 55.1.

The **Contract** is the Contract between the Bank and the Contractor to execute, complete, and maintain the Services. It consists of the documents listed in Clause 2.3 below.

The **Contractor** is a person or corporate body whose Bid to carry out the Services has been accepted by the Bank.

The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Bank.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

Day services are varied service inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

A **Defect** is any part of the Services not completed in accordance with the Contract.

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

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

The **Bank** is the party who employs the Contractor to carry out the Services.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to *carry out the maintenance* Services.

The **Initial Contract Price** is the Contract Price listed in the Bank's Letter of Acceptance.

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

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Services.

Plant is any integral part of the Services that shall have a mechanical, electrical, chemical, or biological function.

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

The **Site** is the area defined as such in the Contract Data.

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

Specification means the Specification of the Services included in the Contract and any modification or addition made or approved by the Project Manager.

The **Start Date** is given in the Contract Data. It is the latest date when the Contractor shall commence execution of the Services. It does not necessarily coincide with any of the Site Possession Dates.

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

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

A **Variation** is an instruction given by the Project Manager which varies the Services.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Bank, as defined in the Contract Data.

- 2. Interpretation**
- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
 - 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Services, the Completion Date, and the Intended Completion Date apply to any Section of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).
 - 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Contractor's Bid,
 - (4) Contract Data,
 - (5) Conditions of Contract,
 - (6) Specifications,
 - (7) Drawings,
 - (8) *Activity Schedule*, and

-
- (9) any other document listed in the Contract Data as forming part of the Contract.
- 3. Language and Law** 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.
- 4. Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Bank and the Contractor in the role representing the Bank.
- 5. Delegation** 5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Bank in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Bank between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Bank may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel** 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or service force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the service in the Contract.
- 10. Bank's and Contractor's** 10.1 The Bank carries the risks which this Contract states are Bank's risks, and the Contractor carries the risks which this Contract

Risks states are Contractor's risks.

- 11. Bank's Risks**
- 11.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Bank's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Services, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Services or for the purpose of the Services, which is the unavoidable result of the Services or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Bank or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Services, Plant, Materials, and Equipment to the extent that it is due to a fault of the Bank or in the Bank's design, or due to war or radioactive contamination directly affecting the country where the Services are to be executed.
- 11.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Services, Plant, and Materials is a Bank's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself a Bank's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks**
- 12.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Services, Plant, Materials, and Equipment) which are not Bank's risks are Contractor's risks.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Bank and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are

due to the Contractor's risks:

- (a) loss of or damage to the Services, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Services, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

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

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

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

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

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

15.1 The Project Manager will clarify queries on the Contract Data.

16. Contractor to Construct the Works

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

17. The Services to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Services on the Start Date and shall carry out the Services in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

-
- 18. Approval by the Project Manager**
- 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Services to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for design of Temporary Services.
- 18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Services.
- 18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Services, where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Services, are subject to prior approval by the Project Manager before this use.
- 19. Safety**
- 19.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 20. Discoveries**
- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Bank. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 21. Possession of the Site**
- 21.1 The Bank shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Bank will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
- 22. Access to the Site**
- 22.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where service in connection with the Contract is being carried out or is intended to be carried out.
- 23. Instructions, Inspections and Audits**
- 23.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 23.2 The Contractor shall permit the Bank to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 24. Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project

Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

25. Procedure for Disputes

- 25.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 25.2 The Adjudicator shall be paid by the hour at the rate specified in the Bidding Data and Contract Data, together with reimbursable expenses of the types specified in the Contract Data, and the cost shall be divided equally between the Bank and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 25.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the Contract Data.

26. Replacement of Adjudicator

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

B. Time Control

27. Program

- 27.1 Within the time stated in the Contract Data, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Services.
- 27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining service, including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an

updated Program within this period, the Project Manager may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

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

28. Extension of the Intended Completion Date

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

28.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29. Acceleration

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

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

30. Delays Ordered by the Project Manager

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

31. Management Meetings

31.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining

service and to deal with matters raised in accordance with the early warning procedure.

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

32. Early Warning 32.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the service increase the Contract Price or delay the execution of the Services. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

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

C. Quality Control

33. Identifying Defects 33.1 The Project Manager shall check the Contractor's service and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any service that the Project Manager considers may have a Defect.

34. Tests 34.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any service has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

35. Correction of Defects 35.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects

remain to be corrected.

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

36. Uncorrected Defects

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

D. Cost Control

37. Activity Schedule

37.1 The *Activity Schedule* shall contain items for the *maintenance*, installation, testing, and commissioning service to be done by the Contractor.

37.2 The *Activity schedule* is used to calculate the Contract Price. The Contractor is paid for the quantity of the service done at the rate in the *Activity Schedule* for each item.

38. Changes in the Quantities

38.1 If the final quantity of the service done differs from the quantity in the *Activity Schedule* for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

38.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Bank.

38.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the *Activity Schedule*.

39. Variations

39.1 All Variations shall be included in updated Programs produced by the Contractor.

40. Payments for Variations

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

40.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the

Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

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

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

41. Cash Flow Forecasts

41.1 When the Activity Schedule is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

42. Payment Certificates

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

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

42.3 The value of service executed shall be determined by the Project Manager.

42.4 The value of service executed shall comprise the value of the quantities of the items in the *Activity Schedule* completed.

42.5 The value of service executed shall include the valuation of Variations and Compensation Events.

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

43. Payments

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

made.

- 43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.
- 43.4 Items of the Services for which no rate or price has been entered in will not be paid for by the Bank and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

- 44.1 The following shall be Compensation Events:
- (a) The Bank does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
 - (b) The Bank modifies the Schedule of Other Contractors in a way that affects the service of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Services on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon service, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Bank, or additional service required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Bank

does not service within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Bank's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

44.2 If a Compensation Event would cause additional cost or would prevent the service being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

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

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

45. Tax

45.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of Clause 47.

46. Currencies

46.1 Where payments are made in currencies other than the currency of the Bank's country, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the

Contractor's Bid.

47. Price Adjustment

(Not applicable)

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

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

where:

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

A_c and B_c are coefficients specified in the Contract Data, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c"; and

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

47.2 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.

48. Retention

48.1 The Bank shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Services.

48.2 On completion of the whole of the Services, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

48.3 On completion of the whole Services, the Contractor may substitute retention money with an "on demand" Bank guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Bank at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date.

The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Bank may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 43.1.

50. Bonus

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

(Not Applicable)

51. Advance Payment (N/A)

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

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

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

Liquidated Damages.

- 52. Securities** 52.1 The Performance Security shall be provided to the Bank no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Bank, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.
- 53. Day services** 53.1 If applicable, the Day services rates in the Contractor's Bid shall be used for small additional amounts of service only when the Project Manager has given written instructions in advance for additional service to be paid for in that way.
- 53.2 All service to be paid for as Day services shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the service being done.
- 53.3 The Contractor shall be paid for Day services subject to obtaining signed Day services forms.
- (The above three (3) Clauses are not applicable.)*
- 54. Cost of Repairs** 54.1 Loss or damage to the Services or Materials to be incorporated in the Services between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

- 55. Completion** 55.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Services, and the Project Manager will do so upon deciding that the service is completed.
- 56. Taking Over** 56.1 The Bank shall take over the Site and the Services within seven days of the Project Manager's issuing a certificate of Completion.
- 57. Final Account** 57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within

56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

58. Operating and Maintenance Manuals

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

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

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

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

- (a) the Contractor stops service for 28 days when no stoppage of service is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Services, and the instruction is not withdrawn within 28 days;
- (c) the Bank or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Bank to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required; and
- (g) the Contractor has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Contract

Data.

- (h) if the Contractor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

“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.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, 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 the Borrower of the benefits of free and open competition.

59.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Bank may terminate the Contract for convenience.

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

60. Payment upon Termination

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

60.2 If the Contract is terminated for the Bank’s convenience or because of a fundamental breach of Contract by the Bank, the Project Manager shall issue a certificate for the value of the service done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Services, and the Contractor’s costs of

protecting and securing the Services, and less advance payments received up to the date of the certificate.

61. Property

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

62. Release from Performance

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

Section V. Contract Data

The following documents are also part of the Contract:

1.1 The Bank is

Zambia National Commercial Bank Plc

Head Office,
P O Box 33611
LUSAKA
Tel: 221174,221418
Fax: 223077

The Project Manager is *(to be advised)*

The name and identification number of the Contract is ***IFB NO. ZNBC/MTC/002/2012, Maintenance and Servicing of UPS units at Zanaco Head Office and Branches***

The Services consist of *maintaining and servicing UPS units.*

Start Date shall be : *To be agreed upon.*

The Intended Completion Date for the whole of the Services shall be *(yet to be agreed between the Bank and successful Contractor).*

The following documents also form part of the Contract: *[list documents]* ***Not Applicable***

The Site is located at ***Head Office in Lusaka and Branches spread across Zambia***

3.0 The language of the Contract documents is ***English.***

The law that applies to the Contract is ***the laws of the Republic of Zambia.***

8.0 Schedule of Other Contractors:

9.0 The Schedule of Key Personnel

13.0 The minimum insurance covers shall be:

(a) ***The successful contractor will be required to obtain a Public Liability Insurance.***

14.0 Site Investigation Reports: ***Not Applicable***

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- 17.1 The contract will run for a period of two years.
- 25.2 Fees and types of reimbursable expenses to be paid to the Adjudicator: ***To be advised.***
- 25.3 Institution whose arbitration procedures shall be used: ***Arbitrators Institute of Zambia.***
- Arbitration will take place in accordance with ***Zambian Arbitration Rules.***
- 26.0 Appointing Authority for the Adjudicator: ***Engineering Institute of Zambia (EIZ).***
- 27.0 ***The period between Program updates is Seven (7) days***
- The Contractor shall submit a revised program for the Services within Seven (7) days of delivery of the Letter of Acceptance.***
- The amount to be withheld for late submission of an updated Program is 5% of the amount due.***
- 35.0 The Defects Liability Period is ***3 months.***
- 46.0 The currency of the Bank's country is ***the Zambian Kwacha (ZMK).***
- 47.0 The Contract ***is not*** subject to price adjustment in accordance with Clause 47 of the Conditions of Contract, and the following information regarding coefficients ***does not apply.***
- The coefficients for adjustment of prices are:
- (a) For currency [type of currency]:
 - (i) [percent] percent non adjustable element (coefficient A).
 - (ii) [percent] percent adjustable element (coefficient B).
 - (b) For currency [type of currency]:
 - (i) [percent] percent non adjustable element (coefficient A).
 - (ii) [percent] percent adjustable element (coefficient B).
- 48.0 The proportion of payments retained is : ***Not Applicable***
- 49.0 The liquidated damages for the whole of the Services are half (0.5) ***percentage of the final Contract Price per week.***
- The maximum amount of liquidated damages for the whole of the Services is ***Ten (10) percent*** of the final Contract Price.
- 50.0 The Bonus for the whole of the Services is ***Zero (0) percent of final Contract Price***

amount per day. The maximum amount of Bonus for the whole of the Services is **Zero (0)** percent of the final Contract Price.

51.0 The Advance Payment will be : ***Not Applicable***

52.0 The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price:

(a) Bank Guarantee: ***Ten (10) per cent***

(b) Performance Bond: ***Twenty (20) per cent***

The standard form(s) of Performance Security acceptable to the Bank shall be ***an Unconditional Bank Guarantee or a Performance Bond*** of the type presented in Section IX of the Bidding Documents.

58.0 The date by which operating and maintenance manuals are required is ***Not applicable***.

The date by which “as built” drawings are required is ***Not applicable***

The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is ***Not applicable***.

Schedule of Operating and Maintenance Manuals: ***Not Applicable***

Section VI. Specifications

NOTES TO BIDDERS

1. Bidders must include in their rates cost for removal of materials were replacements are required.
2. The rates inserted by the bidder against the items in the *Activity Schedule* shall be deemed to include for complying with all the requirements contained in the document. Should the bidder consider that the latter cannot adequately be covered by specific items in the *Activity Schedule*, the client must be informed immediately before submission of the tender.

Section VI. *ACTIVITY SCHEDULE*

1.0 SCHEDULE OF UPS UNITS FOR WHICH PRICES ARE REQUIRED.

LIST OF UPS UNITS

ITEM	BRANCH	ZONE	SERIAL #	CAPACITY	DESCRIPTION/ MAKE
	LUSAKA				
1	CITY MARKET	A	RA384A0884	4.5KVA	POWERWARE
2	CITY MARKET	A	RB164A2004	5KVA	POWEWARE
3	NORTHMEAD	A	RB164A1989	5KVA	POWERWARE
4	CHISAMBA	A	RB164A2003	5KVA	POWERWARE
5	KAFUE	B	RB084A0841	6KVA	POWERWARE
6	CHISAMBA	A	RA384A08	3KVA	POWERWARE
7	CAIRO ROAD BUSINESS CENTRE	A	U20992-02	10KVA	MEISSNER
8	CENTRE BRANCH	A	U21005-07	8KVA	MEISSNER
9	CIVIC CENTRE	A	U20992-04	10KVA	MEISSNER
10	MOF AGENCY	A	U10467-10	5KVA	MEISSNER
11	AVONDALE	A	U20997-09	8KVA	MEISSNER
12	MANDA HILL	A	U20997-12	8KVA	MEISSNER
13	PREMIUM	A	U20997-07	8KVA	MEISSNER
14	GBC	A	U21004-01	8KVA	MEISSNER
15	WOODLANDS	A		5KVA	MEISSNER
16	GOVERNMENT COMPLEX	A	U10467-07	5KVA	MEISSNER

HEAD OFFICE DEPARTMENTS

17	Clearing Centre	A	U10297-05	5KVA	POWERWARE
18	Engen F/station	A		3KVA	POWERWARE
19	2nd FLOOR SWIFT DEPT	A	RB0236A711	10KVA	APC
20	RADIO ROOM 16TH FLOOR	A	RB084A0842	6KVA	SU-KAM
21	LBC ATM ROOM	A		6KVA	POWERWARE
22	TREASURY MEZZANINE FLOOR	A	RA343A0716	5KVA	POWEWARE
23	LUSAKA CLEARING	A	U10297/05	5KVA	MEISSNER
24	IT UPS ROOM	A	U21030-03	20kva	MEISSNER
25	IT UPS ROOM	A	U21030-05	20kva	MEISSNER
26	IT UPS ROOM	A	U20761-04	20kva	MEISSNER
27	IT UPS ROOM	A	U21005-02	10KVA	MEISSNER

28	HEAD OFFICE OPERATIONS	A	IS0718005235	10KVA	APC
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SOUTHERN PROVINCE BRANCHES

29	SIAVONGA	C	RB083A0067	5KVA	POWERWARE
30	SIAVONGA ATM	C	BN042C0537	5KVA	POWERWARE
31	CHIRUNDU	B	RB164A2002	7.5KVA	POWERWARE
32	KAPIRI	D	612-10550-001	8KVA	SUKUM
33	NAMWALA	D	RV135A0090	5KVA	POWERWARE
34	NAMWALA ATM	D	RA354A0781	3.5KVA	POWERWARE
35	ITEZHI TEZHI(ATM)	D	RA384A0871	3KVA	POWERWARE
36	ITEZHI TEZHI	D	R223	7VA	SUKUM
37	MAZABUKA ATM	B	RA384A0879	5KVA	POWERWARE
38	MAAMBA	D	RA384A0869	5KVA	POWERWARE
39	MAAMBA	D	NSO62301800	6KVA	APC
40	CHIRUNDU	C	RB164A2002	10KVA	POWERWARE
41	SIAVONGA	C	9G1212F402	5KVA	APC SMART UPS
42	MAZABUKA	C	U20997-08	8KVA	MEISSNER
43	MONZE	C	U20997-10	8KVA	MEISSNER
44	CHOMA	1	U20990-05	8KVA	MEISSNER
45	LIVINGSTONE	1	U20981-10	10KVA	MEISSNER

WESTERN PROVINCE BRANCHES

46	SENGA	D	40208193	7.5KVA	SU-KAM
47	MONGU	D	U20992-06	10KVA	MEISSNER

EASTERN PROVINCE BRANCHES

48	PETAUKE	D	180208853	5KVA	SU-KAM
49	MFUWE	D	RB164A2001	6KVA	POWERWARE
50	LUNDAZI	D	PW9120500	6KVA	POWERWARE
51	CHIPATA	D	U21005-04	10KVA	MEISSNER

NORTHERN & LUAPULA BRANCHES

52	KAWAMBWA	D	110208587	7.5KVA	SU-KAM
53	KASAMA	D	U21005-06	10KVA	MEISSNER
54	KASAMA	D	NSO80101152	3KVA	APC
55	MANSA	D	U20997-05	8KVA	MEISSNER
56	MANSA	D	NSO623016811	6KVA	APC
57	MPIKA	D	U20990-02	8KVA	MEISSNER

**CENTRAL
PROVINCE
BRANCHES**

58	MKUSHI	D	RX453A0057	6KVA	POWERWARE
59	MKUSHI	D	RB112A2222	3KVA	POWERWARE
60	KABWE	D	U20992-03	10KVA	MEISSNER
61	KAPIRI	D	612-10550-001	8KVA	SUKUM
62	KABWE ATM ROOM	D	NSO801011523	3KVA	APC

COPPERBELT BRANCHES

63	KITWE INDUSTRIAL	A	RB164A2114	6KVA	POWERWARE
64	Ndola Industrial	B	RB164AZ006	5KVA	APC SMART UPS
65	DRC	B	001E076081270510003 0	10KVA	SU-KAM
66	DRC	B	001E076081070810000 2	10KVA	SU-KAM
67	KITWE CLEARING	B	U20469-02	10KVA	MEISSNER
68	KITWE BUSINESSS CENTRE	B	U20992-07	10KVA	MEISSNER
69	LUANSHYA	B	U20997-06	8KVA	MEISSNER
70	MUFULIRA	B	U20997-15	8KVA	MEISSNER
71	CHINGOLA	B	U20997-07	8KVA	MEISSNER
72	NDOLA BUSINESS CENTRE	B	U21005-10	10KVA	MEISSNER
73	NDOLA WEST	B	U20997-02	8KVA	MEISSNER
74	NDOLA MASALA	B	U10384-05	5KVA	MEISSNER
75	SOLWEZI	D	U20997-14	8KVA	MEISSNER
78	JACARANDA MALL	B	U10467-09	5KVA	MEISSNER

Note: Companies bidding for the maintenance of UPS units should have a resource person on the Copperbelt and should provide proof of this.

A. DETAILED SPECIFICATION.
2.1 Description of the services.

- To service and repair equipment quarterly (every three months)
- To produce operational report every quarter
- To include warranty and life on all parts replaced
- Typed/printed status report (monthly) highlighting problem areas and making recommendations

Section VII. Security Forms

Annex A Form– Alternative 1: Form of Bid Security (Bank Guarantee)

WHEREAS, *[name of Bidder]* (hereinafter called “the Bidder”) has submitted his Bid dated *[date]* for the execution 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 Bank]* (hereinafter called “the Bank”) in the sum of *[amount]*¹ for which payment well and truly to be made to the said Bank the Bank binds himself, his 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 in the Form of Bid; or
- (2) if the Bidder refuses to accept the correction of errors in its Bid price, pursuant to Sub-Clause 27.2 of the Instructions to Bidders; or
- (3) if the Bidder, having been notified of the acceptance of its Bid by the Bank 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;

we undertake to pay to the Bank up to the above amount upon receipt of his first written demand, without the Bank having to substantiate his demand, provided that in his demand the Bank will note that the amount claimed by him is due to him 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 the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or as it may be extended by the Bank, 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.

¹ The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Bank’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 Bidding Data. The attention of joint venture bidders is drawn to Clause 16.3 of the Instructions to Bidders.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEALED _____

[signature, name, and address]

Annex A Form– Alternative 2: Form of Bid Security (Bid Bond)

BOND NO. _____

BY THIS BOND *[insert name of Bidder]* as Principal (hereinafter called “the Principal”), and *[insert name, legal title, and address of surety]*, **authorized to transact business in** *[insert name of country of Bank]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Bank]* as Obligee (hereinafter called “the Bank”) in the sum of *[insert amount of Bond]*² *[insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Bank dated the ___ day of _____, 20__, for the construction of *[insert name of Contract]* (hereinafter called the “Bid”).

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

- (1) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (2) refuses to accept the correction of its Bid Price, pursuant to Sub-Clause 27.2 of the Instructions to Bidders; or
- (3) having been notified of the acceptance of its Bid by the Bank 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 Instructions to Bidders;

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

The Surety hereby agrees that its obligation will remain in full force and affect up to and including the date 30 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Bank at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

² The amount of the Bond shall be denominated in the currency of the Bank’s country or the equivalent amount in a freely convertible currency.

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

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

