

BIDDING DOCUMENT

Issued on: 15th November, 2019

TENDER FOR DESIGN SUPPLY, INSTALLATION & COMMISSIONING OF POWER CENTRE (PC1A) & DC PANEL IN SUBSTATION No. 1 (PHASE 1)

Tender No: IND/G/026/19

INDENI Petroleum Refinery Co. Ltd

November, 2019

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

General

Scope of Bid

- 1.1 The Procuring Entity **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this Open International Bidding (OIB) procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) If the context so requires, “singular” means “plural” and vice versa;
 - (c) “day” means calendar day;
 - (d) the term “Contract Manager” refers to the officer, body or institution appointed under Section 57 of the Public Procurement Act of 2008;
 - (e) “Government” refers to the Government of the Republic of Zambia, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2008; and
 - (f) “ZPPA” refers to the Zambia Public Procurement Authority.

Source of Funds

- 2.1 The Procuring Entity **specified in the BDS** has provided financing (hereinafter called “funds”) under Capital Expenditure toward the cost of the **Design Supply, Installation & Commissioning of Power Centre (Pc1a) & DC Panel in Substation No. 1 (PHASE 1)**. The Procuring Entity intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 2.2 Payments by the Procuring Entity will be made only at the request of the Contract Manager **named in the BDS**.

Fraud and Corruption

- 3.1 It is Government’s policy to require that Procuring Entities (including any beneficiaries of the funds), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Government-financed contracts, observe the highest standard of ethics during the procurement and execution

of such contracts.¹ In pursuance of this policy, Government:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²;
 - (iii) “collusive practice” is an arrangement between two or more parties³ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
 - (v) “obstructive practice” is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of an inspection and audit rights provided for under sub-clause 3.2 below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

- (c) will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action to address such practices when they occur; and
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing sanctions procedures, including suspending or barring a bidder or supplier in accordance with Sections *sixty-five*, *sixty-six* and *sixty-seven* of the Public Procurement Act of 2008 and in accordance with regulations 163 to 167 of the Public Procurement Regulations of 2011. A bidder or supplier aggrieved by such a decision may appeal in accordance with Section *sixty-nine* of the Public Procurement Act of 2008.

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

3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

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

- (a) are associated with a firm which has been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in

more than one bid;

4.3-4.4 A firm that has been sanctioned by ZPPA in accordance with the above ITB Clause 3.1 (d) shall be ineligible to be awarded a Government-financed contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as ZPPA shall determine. The list of debarred firms is available at the electronic address specified in the **BDS**.

4.5 A statutory corporation or body or company in whom Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 34 of the Public Procurement Act of 2008. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it meets the provisions of Section 34(2) of the Public Procurement Act of 2008.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by Government may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

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

Contents of Bidding Documents

Sections of Bidding Documents

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

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)

- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

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

Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity’s address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained

the Bidding Documents directly from the Procuring Entity.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

Preparation of Bids

Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
 - (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) Documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (e) Documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) Documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (g) Documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h) **any other document** required in the BDS.

**Bid Submission
Form and Price
Schedules**

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

Alternative Bids

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

**Bid Prices and
Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
- (a) **For Goods manufactured in Zambia:**
- (A) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

- (ii) any sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside Zambia, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in Zambia, or CIF named port of destination, as specified in the **BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
 - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside Zambia, already imported:

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Entity. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

Currencies of Bid

- 15.1 The Bidder shall quote in Zambian Kwacha the portion of the bid price that corresponds to expenditures incurred in Zambian Kwacha, unless otherwise specified in the **BDS**.
- 15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to Zambian

Kwacha.

**Documents
Establishing the
Eligibility of the
Bidder**

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

**Documents
Establishing the
Eligibility of the
Goods and
Related
Services**

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

**Documents
Establishing the
Conformity of
the Goods and
Related
Services**

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**Documents
Establishing the
Qualifications
of the Bidder**

19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

(A) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Zambia;

(b) that, if **required in the BDS**, in case of a Bidder not doing business within Zambia, the Bidder is or will be (if awarded the contract) represented by an Agent in Zambia equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**Period of Validity
of Bids**

20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

Bid Security

21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in Zambian Kwacha or a freely convertible currency, and shall:

(a) **At the bidder's option, be in the form of either a letter of**

credit, or a bank guarantee from a banking institution, or a bond issued by a surety;

- (b) Be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside Zambia, it shall have a correspondent financial institution located in Zambia to make it enforceable.**
- (c) Be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;**
- (d) Be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 21.5 are invoked;**
- (e) Be submitted in its original form; copies will not be accepted;**
- (f) Remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;**

21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Procuring Entity as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or**
- (b) if the successful Bidder fails to:**
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security or Bid- Securing Declaration of a JV must be in

the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

21.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB20.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

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

**Format and
Signing of Bid**

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

**Submission,
Sealing and
Marking of
Bids**

- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
 - (a) **Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.**
 - (b) **Bidders submitting bids electronically shall follow the**

electronic bid submission procedures specified in the BDS.

23.2 The inner and outer envelopes shall:

- (a) **Bear the name and address of the Bidder;**
- (b) **Be addressed to the Procuring Entity in accordance with ITB Sub-Clause 24.1;**
- (c) **bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS; and**
- (d) **Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.**

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

Deadline for Submission of Bids

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

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

Late Bids

25.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or

“MODIFICATION;” and

- (b) Received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

Bid Opening

27.1 The Procuring Entity shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid

shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

- 27.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

Evaluation and Comparison of Bids

Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.
- 28.4 All communications and all information whether written, visual or oral and all other material supplied to or obtained by the contractor in the course of or as a result of the discharge of his obligations under this Contract and all information relating to any invention, improvement, report, recommendation or advice given to the Procuring Entity by the Supplier in pursuance of his obligations hereunder shall be treated by the Supplier as Confidential and shall not be disclosed by him or his agents or otherwise to any third party or Published without prior written Consent of the Procuring Entity

Clarification of Bids

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or

substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the bids, in accordance with ITB Clause 31.

Responsiveness of Bids

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

Nonconformities, Errors, and Omissions

- 31.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:
- (a) **if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line**

item total as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and**
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.**

31.4 If the Bidder that submitted the best-evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**Preliminary
Examination of
Bids**

32.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;**
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;**
- (c) Bid Securing Declaration, in accordance with ITB Clause 21.**

**Examination of
Terms and
Conditions;
Technical
Evaluation**

33.1 The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

**Conversion to
Single Currency**

34.1 For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **Zambian Kwacha** using the selling exchange rates established by the source and on the date **Bid Opening**.

**Domestic
Preference**

35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.

Evaluation of Bids

36.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Procuring Entity shall consider the following:

- (a) **Evaluation will be done for all Items and the Bid Price as quoted in accordance with clause 14;**
- (b) **Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;**
- (c) **Price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;**
- (d) **Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;**
- (e) **Adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.**

36.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:

- (a) **In the case of Goods manufactured in Zambia, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;**
- (b) **in the case of Goods manufactured outside Zambia, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;**
- (c) **Any allowance for price adjustment during the period of**

execution of the contract, if provided in the bid.

- 36.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the best-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- Comparison of Bids** 37.1 The Procuring Entity shall compare all substantially responsive bids to determine the best-evaluated bid, in accordance with ITB Clause 36.
- Post-qualification of the Bidder** 38.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the best-evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next best-evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

- | | |
|---|--|
| Award Criteria | 40.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the best-evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| Procuring Entity's Right to Vary Quantities at Time of Award | 41.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| Notification of Award | <p>42.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>42.3 The Procuring Entity shall publish in all applicable physical and online publications the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Procuring Entity for a debriefing seeking explanations on the grounds on which their bids were not selected. The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.</p> <p>42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.</p> |

- Signing of Contract**
- 43.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to the Republic of Zambia, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Procuring Entity that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**Performance
Security**

- 44.1 Within fourteen (14) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the Contract to the next best-evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: INDENI Petroleum Refinery Co. Ltd
ITB 1.1	The name and identification number of the tender is: Tender for Design, Supply, Installation & Commissioning of Power Centre and DC Panel in Substation No. 1 (Phase 1). The number & identification comprising this tender are: Tender No: IND/G/026/19
ITB 2.2	Contract Manager for the Project shall be advised once Contract is awarded.
ITB 3.2	In further pursuance of Fraud and Corruption Policy, Bidders shall permit inspection of any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by Government.
ITB 4.3-4.4	Lists of debarred firms is available at http://www.ppa.org.zm
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Procuring Entity's address is: The Chairperson - Procurement Committee Attention: The Purchasing and Supply Manager Mafuta Road, Bwana Mkubwa, Heavy Industrial Area Human Resources Office Block Ndola ZIP Code: 10101 Zambia Facsimile number: +260 212 655177 Electronic mail address: tenders-contract@indeni.com.zm Clarification must be received no later than Fourteen (14) days prior to the deadline for submission of bids.
	C. Preparation of Bids
ITB 10.1	The language of the bid is: English.
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its bid:

	<ul style="list-style-type: none"> ✓ Fully completed Technical Compliance Schedule. ✓ Detailed technical specifications if any. ✓ Proposed manufacturing and delivery schedules. ✓ Written Power of Attorney. ✓ Valid Tax Clearance Certificate. ✓ Proof track record of expertise in similar projects. ✓ Document proof as a company of under taking similar projects in the last Five (5) years. ✓ Bid Submission Form. ✓ Bid Security of at least 2%. ✓ Litigation status. ✓ Audited financial statements for the last Three years. ✓ Valid CEEC Registration Form (Failure to submit the CEEC registration form will not disqualify the bidder, except that the bidder will not benefit from the preferential rates).
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The Incoterms edition is: CIP Ndola as per Incoterms 2010 .
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: CIP, Refinery Site, Ndola. Zambia.
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	Final destination (Project Site): INDENI Petroleum Refinery, Mafuta Road Bwana Mkubwa, Heavy Industrial Area, Ndola. Zambia.
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside Zambia shall be quoted: Not Applicable
ITB 14.7	The prices quoted by the Bidder shall not be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.
ITB 14.8	Prices quoted for each lot shall correspond at least to 100 % of the items.
ITB 15.1	The Bidder is required to quote in Zambian Kwacha the portion of the bid price that corresponds to expenditures incurred in Zambian Kwacha .
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 2 years
ITB 19.1 (a)	Manufacturer's authorization is: Required

ITB 19.1 (b)	After sales service is: Required
ITB 20.1	The bid validity period shall be ninety (90) days .
ITB 21.1	Bid shall include Bid Security of at least 2% of the bid Price
ITB 21.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Procuring Entity will declare the Bidder ineligible to be awarded contracts by the Procuring Entity for a period of five (5) years .
ITB 22.1	In addition to the original of the bid, the number of copies is: 1 copy
D. Submission and Opening of Bids	
ITB 23.1	shall not” have the option of submitting their bids electronically
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable .
ITB 23.2 (c)	The envelope shall bear the following additional identification marks: Tender for Design, Supply, Installation & Commissioning of Power Centre and DC Panel in Substation No. 1 (Phase 1). Tender No: IND/G/026/19
ITB 24.1	For bid submission purposes, the Procuring Entity’s address is: The Tender Box situated at the Human Resources Reception Human Resources Office Block Mafuta Road, Bwana Mkubwa, Heavy Industrial Area Ndola ZIP Code: 10101 Zambia. The deadline for the submission of bids is: Date: 27th December, 2019 Time: 14:30 hours
ITB 27.1	The bid opening shall take place at: The Administrative Conference Room Human Resources Office Block INDENI Petroleum Refinery, Mafuta Road, Bwana Mkubwa Ndola Zambia Date: 27th December, 2019 Time: 14:30 hours.

E. Evaluation and Comparison of Bids	
ITB 34.1	Currency chosen for the purpose of converting to a common currency: is Zambian Kwacha Source of exchange rate: Rate at bid closing and shall be used throughout this tender process.
ITB 35.1	Domestic preference “shall” be a bid evaluation factor.
ITB 36.3(a)	Evaluation will be done for all items as per schedule of requirements and drawings.
ITB 36.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: N/A (b) Deviation in payment schedule: N/A (c) the cost of major replacement components, mandatory spare parts, and service: N/A (d) the availability in Zambia of spare parts and after-sales services for the equipment offered in the bid: N/A (e) the projected operating and maintenance costs during the life of the equipment: N/A (f) the performance and productivity of the equipment offered: N/A (g) The performance and productivity of the equipment offered: N/A
ITB 36.6	Bidders shall not be allowed to quote separate prices for one or more lots. N/A
F. Award of Contract	
ITB 41.1	The maximum percentage by which quantities may be increased is: 15 percent The maximum percentage by which quantities may be decreased is: 15 percent

Section III. Evaluation and Qualification Criteria

Contents

1. Domestic Preference (ITB 35.1)
2. Evaluation Criteria (ITB 36.3 (d))
3. Multiple Contracts (ITB 36.6)
4. Post-qualification Requirements (ITB 38.2)

1. Domestic Preference (ITB 35.1) – Not Applicable

2. Evaluation Criteria (ITB 36.3 (d))

The Procuring Entity's evaluation of bids will take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

(a) **Delivery schedule. (As per Incoterms specified in the BDS)**

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. THIS IS A MUST AND WILL BE AN EVALUATED ITEM

No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall BE TREATED AS NON-RESPONSIVE.

The delivery schedule start date shall be effective date of payment of advance payment.

(b) Deviation in payment schedule.

To be agreed in writing by both parties

(c) Cost of major replacement components, mandatory spare parts, and service.

Two year's spare list to be provided

(d) Availability of spare parts and after sales services in Zambia for equipment offered in the bid.

Not Applicable

(e) Projected operating and maintenance costs.

Not Applicable

(f) Performance and productivity of the equipment.

Not Applicable

(g) **Specific additional criteria**

The Scope of works must be as per detailed Drawings

3. Multiple Contracts (ITB 36.6) - Not Applicable

4. Post-qualification Requirements (ITB 38.2)

After determining the best-evaluated bid in accordance with ITB Sub-Clause 37.1, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) **Financial Capability**

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

- (i) **Average turnover for the last three (3) years should be equivalent to at least three (3) times the total value of the bid under consideration; and**
- (ii) **Audited Financial Statements for the past three (3) years must be included in the bid.**

(b) **Experience and Technical Capacity**

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

- (i) **Evidence of having previously (in the last five [5] years) supplied not less than the equivalent of the same quantity of similar goods, required under this procurement, and that after sales services will be provided in the purchaser's country; and**
- (ii) **The Supplier must have the technical capacity to manufacture the required quantities of goods or, if the supplier is an agent, he or she should have the original manufacturers' authorization as a dealer or distributor for the goods to be provided in Zambia.**

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

Refer to the Compliance Technical Schedule under Procuring Entity Requirements.

Section IV. Bidding Forms

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Price Schedule: Goods Manufactured Outside Zambia, already imported	44
Bid-Securing Declaration	47
Manufacturer's Authorization	50

Bidder Information Form

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

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

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

Page _____ of _____ pages

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

Joint Venture Partner Information Form

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

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

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

Page _____ of _____ pages

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

Bid Submission Form

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

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

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

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

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by ZPPA or any other international agency’s official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the best-evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Forms

Price Schedule: Goods Manufactured Outside Zambia, to be Imported

(Group C bids, goods to be imported)						Date: _____		
						OIB No: _____		
Currencies in accordance with ITB Sub-Clause 15						Alternative No: _____		
						Page N° _____ of _____		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Zambia to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside Zambia, already imported

(Group C bids, Goods already imported)

Currencies in accordance with ITB Sub-Clause 15

Date: _____

OIB No: _____

Alternative No: _____

Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6(c)(iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Zambia to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6(c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv))	Total Price per line item (Col. 9+10)

<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Zambia]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *signature of person signing the Bid* Date *[insert date]*

Currencies in accordance with ITB Sub-Clause 15

Date: _____

OIB No: _____

Alternative No: _____

Page N° _____ of _____

1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Zambia to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
01	Tender for Design, Supply, Installation & Commissioning of Power Centre and DC Panel in Substation No. 1 (Phase 1).	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Form of Bid Security (Bank Guarantee)

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ [name of contract] under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

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

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

[signature(s)]

Form of Bid Security (Bid Bond)

BOND NO. _____

BY THIS BOND [name of Bidder] as Principal (hereinafter called “the Principal”), and [name, legal title, and address of surety], **authorized to transact business in** [name of country of Employer], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [name of Employer] as Obligee (hereinafter called “the Employer”) in the sum of [amount of Bond]⁵ [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 Employer dated the ___ day of _____, 20___, for the construction of [name of Contract] (hereinafter called the “Bid”).

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

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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 effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

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)

⁵ The amount of the Bond shall be denominated in the currency of the *Employer’s* country or the equivalent amount in a freely convertible currency.

Bid-Securing Declaration

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

Date: *[date (as day, month and year)]*

Tender No.: *[number of bidding process]*

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

To: *[complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[signature of person whose name and capacity are shown]* In the capacity of *[legal capacity of person signing the Bid Securing Declaration]*

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

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

Dated on _____ day of _____, _____ *[date of signing]*
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

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

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

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

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

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Zambia

1. In accordance with Section 61 of the Public Procurement Act No. 12 of 2008 and Clause 155 of the Public Procurement Regulations of 2011, the Government permits firms and individuals from all countries to offer goods, works and services for Government-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
 - (i): as a matter of law or official regulation, the Government prohibits commercial relations with that Country, provided that the Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the supply of the Goods required, or
 - (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:
 - (a) With reference to paragraph (i) above:

 - (b) With reference to paragraph (ii) above:

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

Contents

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2.List of Related Services and Completion Schedule.....	57
3. Inspections and Tests.....	Error! Bookmark not defined.

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	Design, Supply, Installation & Commissioning of Power Centre and DC Panel in Substation No. 1 (Phase 1).	Lot	Number	Refinery Site, INDENI Petroleum Refinery, Ndola. Zambia	Nine (9) weeks after effectiveness of the contract?	Eleven (11) weeks after effectiveness of the contract?	[insert the number of days following the date of effectiveness the Contract]

Notes:

Under **CIP** terms that “**delivery**” takes place when goods are delivered **to the first carrier**, i.e. upon shipment. The delivery schedule start date shall be effective date of payment of advance payment or the date of opening of letter of credit.

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>1</i>	Tender for Design, Supply, Installation & Commissioning of Power Centre and DC Panel in Substation No. 1 (Phase 1). More Details see schedule of requirements from Page 58 below.	1	Unit	Refinery Site, INDENI Petroleum Refinery Co. Ltd, Ndola. Zambia	11 weeks from latest delivery date

1. If applicable

Notes:

Under **CIP** terms that “**delivery**” takes place when goods are delivered **to the first carrier**, i.e. upon shipment. The delivery schedule start date shall be effective date of payment of advance payment.

3. Technical Specifications

Title: Tender for Design, Supply, Installation & Commissioning of Power Centre and DC Panel in Substation No. 1 (Phase 1).

TECHNICAL SCOPE OF WORKS

The work includes furnishing of all labour, materials, equipment and other incidentals to the supply, installation and commissioning of Power Centre PC1A and DC Panel. The Supplier shall also supply critical spares for the equipment mentioned.

EXTENT OF WORKS

1. 6kV Power Centre PC1A

The detailed scope of work covers but not limited to the following below:

- The Power Centre Panel shall be designed to operate satisfactorily at rated load under the service conditions and power supply conditions specified in the data sheet of “Medium Voltage Power Centre Panel”. (Drawing no.42304 for appreciation of the existing)
- The panel shall be approximately 4560mm X 655mm. These dimensions shall be maintained to ensure that the existing cables are terminated on the new panel without making joints.
- The fault level shall be 12.5 kA
- The power centre shall have one (1no.), Incomer 1A. The design of the control circuit shall be such that it will allow for integration of the phase2 PC1B upgrade. This integration will entail automatic load transfer between the two incomers 1A and 1B by closing the tie-breaker (bus-section).
- The design should also allow manual transfer of loads between incomer 1A and 1B for the purpose of maintenance flexibility (the operation of the refinery should remain uninterrupted).
- The incomer 1A will have a withdrawable voltage (VT) for metering
- All the circuit breakers shall have a digital meter which will read the energy (kW, KVA, kVARs, p.f), voltage and amperage.
- The incomer shall have a fixed power analyser
- The incomer and all the feeders shall be equipped with the earth switches

- All the circuit breakers shall be withdrawable with mechanical and electrical safety interlocks
- The operation of the board shall be 6000V and all the circuit breaker shall be rated at 630A
- The board shall have the following;
 1. Incomer labelled Incomer1A, with digital protection relay which has the following protection features
 - a. Over current protection
 - b. Instantaneous over current protection
 - c. Earth fault protection
 - d. Under voltage protection
 - e. Buchholz trip and alarm
 - f. Low oil indication
 2. Offload Isolator to the Tie-Breaker labelled Tie-A
 3. Transformer feeder labelled TR2A
 4. Transformer feeder labelled TR3A
 5. Transformer feeder labelled TR4A
 6. TR2A, TR3A and TR4B will have
 - a. Over current protection
 - b. Instantaneous over current protection
 - c. Earth fault protection
 - d. Buchholz trip and alarm
 - e. Low oil indication
 7. Equipped spare as transformers feeders
 8. 280kW, 6kV Motor feeder labelled MP1701A, with a digital motor protection relay which has the following protection features
 - a. Overload protection
 - b. Instantaneous over current protection
 - c. Earth fault protection

Note: All the breakers will have the following push buttons and breaker status indications (trip, close and reset push buttons, tripped, closed, CB racked out and

earth switch closed indicator lamps). All the panels will also have a control key for enabling and disabling of the control circuit.

- The critical dimension shall be the length of the board which shall be 4560mm and each cubicle shall be 650mm approximately.
- The control Voltage for this Power Centre shall be 110Vdc.

2. Power Supply AC-DC complete with 110Vdc Panel Board

The supplier shall supply 5.5 kW Power Supply AC-DC complete with 110Vdc Panel Board designed and constructed as follows (Drawings ED-D-42480 & ED-D-42481 for appreciation of the existing)

- The input voltage to the power supply shall be 380Vac, 50Hz equipped with surge protection and the output shall be 110Vdc nominal. This unit shall supply the control voltage to;
 1. 15 A, AS-2 Auxiliary Services Circuit Breaker
 2. 15 A, AS-4 Auxiliary Services Circuit Breaker
 3. 15 A, 6kV Switch-B Panel 1A-Control Circuit Breaker
 4. 15 A, 6kV Switch-B Panel 1B-Control Circuit Breaker
 5. 15 A, Spare Circuit Breaker
 6. 15 A, 6kV Switch-B Panel 0-spring loading motor Circuit Breaker
 7. 15 A, 6kV Switch-B Panel Light Circuit Breaker
 8. 15 A, Spare Circuit Breaker
 9. 15 A, Earthing Cubicle Transf. 1A
 10. 15 A, Earthing Cubicle Transf. 1B
 11. 15 A, Trans. Circuit Breaker
 12. 15 A, Trans. Circuit Breaker
 13. 15 A, Spare Circuit Breaker
 14. 15 A, Spare Circuit Breaker
 15. 15 A, Spare Circuit Breaker
 16. 15 A, Spare Circuit Breaker

Note: The DC unit shall be installed in the same position of the existing panel and thus the supplier shall terminate these existing cables to the new unit supplied.

- The AC-DC power supply shall also be designed to maintain charge on the existing eighteen (18no.) 6V, 160AH series connected backup batteries/cells which supply 110Vdc in the event of loss of AC supply.
- The AC-DC power supply shall be equipped with voltmeter and ammeter for the AC supply as well as on the DC Panel
- As this is a replacement of the existing board, site visit will be a must.
- The supplier shall submit the drawings to Indeni for approval before commencement of construction.

3. Other Requirements

a. Critical Spare

Supplier shall provide spares for critical components of the equipment.

b. Training

The Supplier shall provide training to Indeni Personnel on the Operation and Maintenance of the Panel board

c. Documentation

The supplier, upon completion of the commissioning activity, shall hand over the systems to the Indeni. At the time of hand over, the supplier shall provide the Indeni with the following documentation:

- i. Copy of detailed report
- ii. Component and equipment list
- iii. Product description sheets
- iv. System schematic diagram(s)
- v. System operating manuals
- vi. Test and commissioning report.
- vii. As build drawings.
- viii. Wherever applicable, compliance/ conformance certificates shall be supplied with all the components and devices.

All the documentation shall be in English.

d. Progress and Tests

- i. Kick off meeting shall be held at the commencement prior to designing
- ii. Indeni Personnel shall inspect equipment during manufacturing
- iii. Factory Acceptance Tests of the equipment shall also be carried out at manufacturer's works to ensure that the system is working satisfactorily as per technical specification.
- iv. The shipping release to dispatch the components will be issued only after a pre-dispatch inspection and FAT done in the presence of Indeni to ensure the compliance with this tender specification

e. Disconnection of the existing

Disconnection of the existing PC and MCCs shall be the responsibility of the supplier but rigging and transportation will be the responsibility of INDENI

f. Installation and Commissioning

All the equipment supplied shall be installed at site as per the engineering drawings duly approved by the Indeni. The supplier shall inform progress of the work to authorized representative from Indeni. Indeni shall clear the PC installed only after certification. The supplier shall visit sites of installation at Indeni and shall prepare drawings for execution of cabling. Indeni will provide rigging services for the installation of the equipment.

g. Site Acceptance Test (SAT)

A very extensive testing of the PC shall be carried out. After successful completion of tests on both the PC, the equipment will be considered as having been commissioned. After it is commissioned, the system shall be handed over to the Indeni. The supplier shall prepare a commissioning document containing all the test results, conclusions and other details.

h. Functional Test at site

All the functional tests shall be performed in the presence of the authorized representative of Indeni. The supplier needs to prepare a detailed testing procedure for testing PC system and this document needs to get the approval of the Indeni prior to the testing of the system and its components.

i. Acceptance of the System

The system shall be declared functional after successful testing and commissioning. The supplier shall make 4 copies (in CD) and two hard copies of as built drawings, maintenance manuals, operation manuals and related software and submit the same for final acceptance of the system to Indeni.

CONTRACTOR'S OBLIGATIONS

- To read and comply with this contract document.
- Nothing written or implied in this document shall relieve the contractor of his responsibility for quality and soundness of his finished works.
- To ensure that the contractor receives from INDENI all the necessary information and data that enables him to execute these works.
- Provide qualified skilled labour to execute the requested works.
- Provide own safety attire for the workers in conformity to INDENI safety standards i.e. safety goggles, safety boots, overalls, gloves, hard hats, etc.
- Provide own proper transport for the workers to and from INDENI Refinery. Transporting workers in open trucks or vans will not be allowed.
- Any electrical mobile or portable equipment brought in the Refinery shall be subjected to inspection by INDENI Electrical Section and certified fit before it is used.
- Contractor should be a registered member of the Engineering Institution of Zambia or equivalent. Proof of certification should be shown.
- Provide organization chart for execution of works.
- The Contractor must strictly abide by the laid down INDENI safety regulations and the Safety Laws of Zambia as a minimum.
- Provide the project cost (quote) for the works as described above showing clearly the costs for labour, materials and equipment.

COMPLIANCE SCHEDULE

Tender for Design, Supply, Installation & Commissioning of Power Centre and DC Panel in Substation No. 1 (Phase 1).

No.	Description	Comply/Not Comply	Remarks/Reference
1	<p><u>6kV Power Centre PC1A</u></p> <ul style="list-style-type: none"> • The Power Centre Panel shall be designed to operate satisfactorily at rated load under the service conditions and power supply conditions specified in the data sheet of “Medium Voltage Power Centre Panel”. (Drawing no.42304 for appreciation of the existing) • The panel shall be approximately 4560mm X 655mm. These dimensions shall be maintained to ensure that the existing cables are terminated on the new panel without making joints. • The fault level shall be 12.5 kA • The power centre shall have one (1no.), Incomer 1A. The design of the control circuit shall be such that it will allow for integration of the phase2 PC1B upgrade. This integration will entail automatic load transfer between the two incomers 1A and 1B by closing the tie-breaker (bus-section). • The design should also allow manual transfer of loads between incomer 1A and 1B for the purpose of maintenance flexibility (the operation of the refinery should remain uninterrupted). • The incomer 1A will have a withdrawable voltage (VT) for metering • All the circuit breakers shall have a digital meter which will read the energy (kW, KVA, kVARs, p.f), 		

voltage and amperage.

- The incomer shall have a fixed power analyser
- The incomer and all the feeders shall be equipped with the earth switches
- All the circuit breakers shall be withdrawable with mechanical and electrical safety interlocks
- The operation of the board shall be 6000V and all the circuit breaker shall be rated at 630A
- The board shall have the following;
 9. Incomer labelled Incomer1A, with digital protection relay which has the following protection features
 - g. Over current protection
 - h. Instantaneous over current protection
 - i. Earth fault protection
 - j. Under voltage protection
 - k. Buchholz trip and alarm
 - l. Low oil indication
 10. Offload Isolator to the Tie-Breaker labelled Tie-A
 11. Transformer feeder labelled TR2A
 12. Transformer feeder labelled TR3A
 13. Transformer feeder labelled TR4A
 14. TR2A, TR3A and TR4B will have
 - f. Over current protection
 - g. Instantaneous over current protection
 - h. Earth fault protection
 - i. Buchholz trip and alarm
 - j. Low oil indication
 15. Equipped spare as transformers feeders
 16. 280kW, 6kV Motor feeder labelled MP1701A,

	<p>with a digital motor protection relay which has the following protection features</p> <ul style="list-style-type: none"> d. Overload protection e. Instantaneous over current protection f. Earth fault protection <p><i>Note: All the breakers will have the following push buttons and breaker status indications (trip, close and reset push buttons, tripped, closed, CB racked out and earth switch closed indicator lamps). All the panels will also have a control key for enabling and disabling of the control circuit.</i></p> <ul style="list-style-type: none"> • The critical dimension shall be the length of the board which shall be 4560mm and each cubicle shall be 650mm approximately. <p>The control Voltage for this Power Centre shall be 110Vdc</p>		
2	<p><u>Power Supply AC-DC complete with 110Vdc Panel Board</u></p> <p>The supplier shall supply 5.5 kW Power Supply AC-DC complete with 110Vdc Panel Board designed and constructed as follows (Drawings ED-D-42480 & ED-D-42481 for appreciation of the existing)</p> <ul style="list-style-type: none"> • The input voltage to the power supply shall be 380Vac, 50Hz equipped with surge protection and the output shall be 110Vdc nominal. This unit shall supply the control voltage to; <ul style="list-style-type: none"> 17. 15 A, AS-2 Auxiliary Services Circuit Breaker 18. 15 A, AS-4 Auxiliary Services Circuit Breaker 19. 15 A, 6kV Switch-B Panel 1A-Control Circuit Breaker 20. 15 A, 6kV Switch-B Panel 1B-Control Circuit 		

Breaker

- 21. 15 A, Spare Circuit Breaker
- 22. 15 A, 6kV Switch-B Panel 0-spring loading motor
Circuit Breaker
- 23. 15 A, 6kV Switch-B Panel Light Circuit Breaker
- 24. 15 A, Spare Circuit Breaker
- 25. 15 A, Earthing Cubicle Transf. 1A
- 26. 15 A, Earthing Cubicle Transf. 1B
- 27. 15 A, Trans. Circuit Breaker
- 28. 15 A, Trans. Circuit Breaker
- 29. 15 A, Spare Circuit Breaker
- 30. 15 A, Spare Circuit Breaker
- 31. 15 A, Spare Circuit Breaker
- 32. 15 A, Spare Circuit Breaker

Note: The DC unit shall be installed in the same position of the existing panel and thus the supplier shall terminate these existing cables to the new unit supplied.

- The AC-DC power supply shall also be designed to maintain charge on the existing eighteen (18no.) 6V, 160AH series connected backup batteries/cells which supply 110Vdc in the event of loss of AC supply.
- The AC-DC power supply shall be equipped with voltmeter and ammeter for the AC supply as well as on the DC Panel
- As this is a replacement of the existing board, site visit will be a must.
- The supplier shall submit the drawings to Indeni for approval before commencement of construction.

3	<p><u>Other Requirements</u></p> <p>c. Critical Spare Supplier shall provide spares for critical components of the equipment.</p> <p>d. Training The Supplier shall provide training to Indeni Personnel on the Operation and Maintenance of the Panel board</p> <p>j. Documentation The supplier, upon completion of the commissioning activity, shall hand over the systems to the Indeni. At the time of hand over, the supplier shall provide the Indeni with the following documentation:</p> <ul style="list-style-type: none"> ix. Copy of detailed report x. Component and equipment list xi. Product description sheets xii. System schematic diagram(s) xiii. System operating manuals xiv. Test and commissioning report. xv. As build drawings. xvi. Wherever applicable, compliance/ conformance certificates shall be supplied with all the components and devices. <p>All the documentation shall be in English.</p> <p>k. Progress and Tests</p> <ul style="list-style-type: none"> v. Kick off meeting shall be held at the commencement prior to designing vi. Indeni Personnel shall inspect equipment during manufacturing 		

- vii. Factory Acceptance Tests of the equipment shall also be carried out at manufacturer's works to ensure that the system is working satisfactorily as per technical specification.
- viii. The shipping release to dispatch the components will be issued only after a pre-dispatch inspection and FAT done in the presence of Indeni to ensure the compliance with this tender specification

l. Disconnection of the existing

Disconnection of the existing PC and MCCs shall be the responsibility of the supplier but rigging and transportation will be the responsibility of INDENI

m. Installation and Commissioning

All the equipment supplied shall be installed at site as per the engineering drawings duly approved by the Indeni. The supplier shall inform progress of the work to authorized representative from Indeni. Indeni shall clear the PC installed only after certification. The supplier shall visit sites of installation at Indeni and shall prepare drawings for execution of cabling. Indeni will provide rigging services for the installation of the equipment.

n. Site Acceptance Test (SAT)

A very extensive testing of the PC shall be carried out. After successful completion of tests on both the PC, the equipment will be considered as having been commissioned. After it is commissioned, the system

	<p>shall be handed over to the Indeni. The supplier shall prepare a commissioning document containing all the test results, conclusions and other details.</p> <p>o. Functional Test at site</p> <p>All the functional tests shall be performed in the presence of the authorized representative of Indeni. The supplier needs to prepare a detailed testing procedure for testing PC system and this document needs to get the approval of the Indeni prior to the testing of the system and its components.</p> <p>p. Acceptance of the System</p> <p>The system shall be declared functional after successful testing and commissioning. The supplier shall make 4 copies (in CD) and two hard copies of as built drawings, maintenance manuals, operation manuals and related software and submit the same for final acceptance of the system to Indeni.</p>		
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PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

Definitions

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

- (a) “Contract” means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- (h) “Government” means the Government of the Republic of Zambia or any other Government agency duly mandated to carry out specialized functions of Government.
- (i) “Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (k) “SCC” means the Special Conditions of Contract.
- (l) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to

whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (m) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- (n) “The Project Site,” where applicable, means the place named in the SCC.

Contract Documents

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

Fraud and Corruption

3.1 If the Procuring Entity determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 days’ notice to the Supplier, terminate the Supplier’s employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

- (a) For the purposes of this Sub-Clause:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁶;
 - (iii) “collusive practice” is an arrangement between two or more parties⁷ designed to achieve an improper purpose, including to influence

improperly the actions of another party;

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁸;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Government].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

Interpretation

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

4.2 Incoterms

- (a) **Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.**
- (b) **The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.**

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

Language

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

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- Joint Venture,
Consortium or
Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.
- Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the **Republic of Zambia**.
- Settlement of
Disputes**
- 10.1 The Parties shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty eight (28) days, the parties have failed to resolve their dispute or differences by such mutual consultation, then either party may give notice to the other party of its intention to commence arbitration, as of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this

matter may be commenced unless such notice is given. Any dispute or difference in respect of which notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration.

10.3 Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 19 of 2000. The seat of arbitration shall be Ndola.

10.4 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

**Inspections and
Audit by
Government**

11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Government and/or persons appointed by the Government to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Government if requested by the Government. The Supplier's and its Subcontractors and consultants 'attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to Zambia Public Procurement Authority's prevailing sanctions procedures).

11.2 Public Audit

The Auditor General or any Public Officer, Agent or Specialist consultant authorized by him shall have access to and shall examine all books, records and other documents relating to the utilization of funds under this contract.

Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**Delivery and
Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

**Supplier's
Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

Contract Price 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.

Terms of Payment 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

A contract may provide for advance payments to the Contractor, where this is necessary to ensure effective implementation of the contract or to obtain competitive prices.

16.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.

16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

Taxes and Duties 17.1 For goods manufactured outside Zambia, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Zambia.

17.2 For goods Manufactured within Zambia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Zambia, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such

tax savings to the maximum allowable extent.

All Tax exemption shall be in accordance with the appropriate tax laws in the Republic of Zambia as mended from time to time

**Performance
Security**

- 18.1 The Supplier shall, within Fourteen (14) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.
- 18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

**Confidential
Information**

- 20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the

Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) **The Procuring Entity or Supplier need to share with Government or other institutions participating in the financing of the Contract;**
- (b) **Now or hereafter enters the public domain through no fault of that party;**
- (c) **Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or**
- (d) **Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.**

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relive the Supplier from any of its obligations, responsibilities or liability under the contract.

21.2 Subcontracts shall comply with the provisions of the corrupt and fraudulent Practices Clauses.

21.3 A subcontract between the Supplier and a Subcontractor shall not constitute a contract between the Procuring Entity and the

Sub Contractor

Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

Packing and Documents

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

Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition,

transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

Transportation

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Zambia as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Entity with a report

of the results of any such test and/or inspection.

26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**Liquidated
Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period

concludes earlier.

- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

Patent Indemnity

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the

Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and
 - (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

**Change in Laws
and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place in Zambia where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Change Orders and
Contract
Amendments**

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33.5 Variation

Where a variation results in a change in Contract Price, any additional funds shall be committed before issue of the variation, unless such funds are already provided by any committed amount for contingencies or similar matters. The Contract can only be varied by **15%** plus or minus of the Contract Price.

Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its

Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

Termination

35.1 Termination for Default

- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

- (a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for

its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35.4 **Survival**

The termination or expiration of this Contract for any reasons shall not release either party from any liabilities or obligations set forth in the Contract which remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

Assignment

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

Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to the Republic of Zambia, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

**Corporate
Authority and
Good Standing**

38.1 The Procuring Entity has full power and authority to enter into and perform this Contract and this Contract when executed will constitute a valid and binding obligation on the Procuring Entity, in accordance with it's terms.

38.2 The Supplier is a corporation in good standing, duly registered and validly existing under the laws of Zambia, and has all corporate power and legal authority to carry on its business as now being conducted.

Section VIII. Special Conditions of Contract

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

GCC 1.1(i)	The Procuring Entity is: INDENI Petroleum Refinery Co. Ltd
GCC 1.1 (n)	The Project Site(s)/Final Destination(s) is/are: INDENI Petroleum Refinery Co. Ltd Site, Mafuta Road, Bwana Mkubwa, Ndola. Zambia
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties hereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: Laws of Zambia
GCC 4.2 (b)	The version edition of Incoterms shall be: 2010 Incoterm, published January 2011
GCC 5.1	The language shall be: English
GCC 8.1	For notices , the Procuring Entity's address shall be: The Chairperson – Procurement Committee Attention: Procurement and Supplies Manager Mafuta Road, Bwana Mkubwa Human Resources Block Ndola Telephone: +260 212 655136 or 655325/9 Facsimile number: +260 212 655177 tenders-contract@indeni.com.zm
GCC 9.1	The governing law shall be the laws of: The Republic of Zambia
GCC 10.2	Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 19 of 2000 . The decision of the Arbitrator shall be final and binding on the Parties. The Parties shall jointly appoint an Arbitrator. Should the Parties fail to appoint an Arbitrator within fourteen days of the notice requiring them to appoint an Arbitrator, the Chartered Institute of Arbitrators (Zambia) shall appoint the Arbitrator, The language of arbitration shall be English . The seat of arbitration shall be Ndola

GCC13.1	Details of Shipping and other Documents to be furnished by the Supplier are CIP Terms .
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from Local:</p> <p>Payment of foreign currency portion shall be made in [<i>currency of the Contract Price</i>] in the following manner:</p> <ul style="list-style-type: none"> (i) Thirty (30%) Percent of the Contract Price shall be paid upon acceptance and approval of the Designs by INDENI. (ii) Twenty Five (25%) Percent of the contract price shall be paid upon Factory Acceptance Tests and issuance of the certificate to be confirmed by INDENI. (iii) Thirty (30%) percent of the Contract Price shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. (iv) Fifteen (15%) Percent upon successful Installation & commissioning of the equipment at INDENI Site. (iii) 5% as Retention such be returned in form a bank bond for a period of 12 Months from commissioning date.
GCC16.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be thirty (30) days.</p> <p>The interest rate that shall be applied is for commercial borrowing at the Supplier's bank for each currency in which payments are to be made.</p>
GCC18.1	<p>A Performance Security shall be required within Fourteen (14) days of signing the contract in the amount specified below.</p> <p>The amount of the Performance Security shall be ten percent (10%) of the contract sum.</p>

GCC18.3	<p>The Performance Security shall be in the form of a Bank Guarantee. (No Insurance Bonds shall be accepted)</p> <p>The Performance security shall be denominated in a freely convertible currency acceptable to the Purchaser or the currencies of payment of the Contract, in accordance with their portions of the Contract Price.</p>
GCC18.4	<p>Discharge of the Performance Security shall take place twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations as in the GCC 17.4.</p>
GCC23.2	<p>The packing, marking and documentation within and outside the packages shall be: Purchase Order Number and Name of INDENI</p>
GCC24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p>
GCC25.1	<p>Responsibility for transportation of the Goods shall be:</p> <p>(a) The Supplier is required under the Contract to transport the Goods to the project site/final destination in accordance with GCC 1.1 (o), including insurance. The carriage shall include the cost of payment by the Supplier of the cost of custom formalities, duties, taxes or other charges payable on the foreign goods for their transit through any country other than the Purchaser's country. Duties and taxes applicable within the Purchaser's country will be dealt with by INDENI.</p> <p>(b) The prices for inland transportation, insurance, clearing agents and other local costs incidental to delivery of the goods to the project site/final destination must be included in the CIP price.</p>
GCC26.1	<p>The inspections and tests shall be:</p> <p>During fabrication, inspection shall be undertaken according to "hold" points provided in Quality Control Plan by Bidder</p> <p>Pre-shipment inspection to guarantee good manufacturing standards and conformity of the equipment to the specifications;</p> <p>At final destination prior to delivery to the purchaser a final inspection by an authorized dealer of the equipment to be supplied, will be carried out in Ndola at either the purchaser's premises or the authorized dealer's premises. This inspection will be witnessed by the purchaser's representative(s).</p>
GCC26.2	<p>The Inspections and tests shall be conducted at:</p> <p>the manufacturers premises and in Ndola at the purchaser's premises or the authorized dealer's premises</p>

GCC27.1	The liquidated damage shall be: 0.05% per week of delayed delivery
GCC27.1	The maximum amount of liquidated damages shall be: 10%
GCC28.3	The period of validity of the Warranty shall be: Twenty-four (24) months from date of acceptance of the Goods. For purposes of the Warranty, the place(s) of final destination(s) shall be INDENI Petroleum Refinery Co. Ltd.
GCC28.5	The period for repair or replacement shall be: thirty (30) days.

Section IX. Contract Forms

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1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of]Zambia*, *[or corporation incorporated under the laws of]*, the Republic of Zambia and having its principal place of business at *[insert address of Procuring Entity]* (hereinafter called “the Procuring Entity”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Procuring Entity invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Procuring Entity

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

For and on behalf of the Supplier

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

2. Performance Security

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

Date: *[insert date (as day, month, and year) of Bid Submission]*
Tender No. and title: *[insert no. and title of bidding process]*

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

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)⁹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]**[insert year]*,¹⁰ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

⁹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

¹⁰ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

3. Bank Guarantee for Advance Payment

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

Date: *[insert date (as day, month, and year) of Bid Submission]*
Tender No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]¹¹ in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]¹²*.

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

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

¹¹ *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

¹² *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

INVITATION FOR BIDS (IFB)

THE REPUBLIC OF ZAMBIA

INDENI Petroleum Refinery Company Limited

Tender No: IND/G/026/19

INDENI Petroleum Refinery Company Limited has set aside funds for payments under the Contract for **Design, Supply, Installation & Commissioning of Power Centre and DC Panel in Substation No. 1 (Phase 1)**.

INDENI now invites your sealed bids for Design, Supply, Installation & Commissioning of **Power Centre and DC Panel in Substation No. 1 (Phase 1)**.

Bidding will be conducted through Open Bidding National procurement procedure specified in the Public Procurement Act of 2008 and the Public Procurement Regulations of 2011.

You may obtain further information from INDENI Petroleum Refinery Company Limited offices, email address tenders-contract@indeni.co.zm or musolej@indeni.com.zm or bandad@indeni.com.zm from 07:30 to 16:30 hours during working days.

Qualifications requirements included are as stated in the bidding document. A margin of preference for certain goods manufactured domestically **shall not** be applied. Additional details are provided in the Bidding Documents.

Bidders will be evaluated based on the Preferential Procurement Margin Clause for bidders registered with the Citizen Economic Empowerment Commission (CEEC) as follows:

1. **Citizen Influenced Company, By 4% (Four Percent)**
2. **Citizen Empowerment Company, By 8% (Eight Percent); And**
3. **Citizen Owned Company, By 12% (Twelve Percent)**

The Bids must be submitted electronically through the ZPPA E-GP System on or before 14:00 hours on 27th December 2019. *Electronic bidding will not be permitted. Late bids will be rejected.*

Bids will be opened in the presence of the bidders' representatives who choose to attend in person at the Administrative Conference Room, Human Resources Building, INDENI Petroleum Refinery, Mafuta Road, Bwana Mkubwa, and Ndola, Zambia. The bid **must** be accompanied by a **Bid-Security of at Least 2% of the Total Bid Price.**
