High Commission of India Lusaka

No. LUS/ADM/872/08/2021

January 17, 2023

TENDER NOTICE

Sealed bids are invited for supply and installation of garden lights at this High Commission's property at 33, Twim Palms Road, Kabulonga, Lusaka.

- 2. The bidding companies/firms should have the following requirements:
 - (i) Having a registration in Zambia,
 - (ii) Local representation in Lusaka, Zambia
 - (iii) Having minimum of 5 years' experience in electrical services
- 3. The scope of work includes:
 - (i) supply and installation of 30 LED high-power (20 watts) high-lamps of philips or equivalent quality
 - (ii) 30 heavyduty GI poles of 3.5 meter each (0.50 meter to be underground in cemented base)
 - (iii) Proper underground wiring for all lights with plastic pipe-covering of wires with cables of quality of neelkanth or equivalent
 - (iv) Cemented base for each pole-light
 - (v) Connection with the genset for all such lights
- 4. Documentary evidence of the above qualifications may be submitted along with sealed bids.
- 5. Enquiry, if any, may please be sent on the mail <u>admn.lusaka@mea.gov.in</u> & <u>hoc.lusaka@mea.gov.in</u>. Enquiries shall be entertained only till 3 February 2023.
- 6. Site inspection relating to the work can be done with prior appointment on working days till 3 February 2023 with prior appointment by email to admn.lusaka@mea.gov.in and hoc.lusaka@mea.gov.in.
- 7. Interested parties may send their bids/quotations in **one sealed envelope containing two seperate sealed bids i.e. Technical Bid and Financial Bid** to the Head of Chancery, High Commission of India, No.1, Pandit Nehru Road, Longacres, Lusaka, by 8 February 2023 at 1600 hrs superscribed "Bid for supply and installation of garden lights at High Commission of India's property at 33, Twin Palms Road, Kabulonga, Lusaka" on the cover. The technical bids received would be opened at 1600 hrs on 8 February 2023, by a Committee of Officers. Interested parties are welcome to send a representative for opening of the bids in the office of the Head of Chancery, High Commission of India, Lusaka.
- 8. The High Commission of India, Lusaka reserves the right to reject any bid at any stage of the bidding process without assigning any reasons whatsoever.

High Commission of India Lusaka

No. LUS/ADM/872/08/2021

January 16, 2023

NOTICE INVITING TENDER

High Commission of India, Lusaka invites Tender in Two Bid System from registered and authorized firms/agencies for supply and installation of garden lights at this High Commission's property at 33, Twim Palms Road, Kabulonga, Lusaka.

- 2. The tender documents can be downloaded free of cost from this High Commission's website (https://www.hcizambia.gov.in) or CPPP portal w.e.f. 17 January 2023 10:00 hrs.
- 3. The interested service providers/firms have to submit the tenders in Two Bid System {i.e (i) Technical Bid and (ii) Financial Bid}. Tenders are to be submitted to High Commission of India, No.1, Pandit Nehru Road, Lusaka. All the necessary documents including those in support of eligibility criteria etc. (except the Financial Bid) are to be submitted along with the Technical bid in a sealed envelope. The Financial Bid will be submitted in a separate sealed envelope. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances.
- 4. The Technical Bids will be opened on 8 February 2023 at 1600 hrs by the Committee authorized by the Competent Authority of this High Commission. The Financial Bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Committee. The pre-bid site visit for all probable bidders may be conducted between 17 January 2023 to 3 February 2023 on prior appointment basis to assess the job requirement / quantum of work involved.
- 5. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and shall be final and binding.

(Sudipta Roy) (Head of Chancery)

TECHNICAL PROPOSAL SUBMISSION FORM

Dated			•												•	
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To,

Mr. Sudipta Roy Head of Chancery High Commission of India 1, Pandit Nehru Road Lusaka

Letter of Bid

Ref: Invitation for Bid No. LUS/ADM/872/08/2021 dated 13 January 2022

We, the undersigned, declare that:

- 1. We have examined and have no reservations to the Bidding Documents, including any Addendum issued in accordance with Instructions to Bidders.
- 2. We, in conformity with the Bidding Documents offer to supply and installation of garden lights at this High Commission's property at 33, Twim Palms Road, Kabulonga, Lusaka.
- 3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
- 4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
- 5. We also declare that M/s (Name of the bidder) has not been declared ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature by any government agency of the country.
- 6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attach a copy of Authorization for signing on behalf of Bidding company) Full Name and Designation (To be printed on Bidder's letterhead)

Dates to Remember

Crucial dates and time for the above tender would be as under:

S. No.	Events	Date	Time	
1.	Notice Inviting Tender	17 January 2023	0900 Hrs	
2.	Starting Date for site visit	With prior appointment between 17 January 2023 and 3 February 2023		
3.	Last Date for site visit		2010	
4.	Starting Date for submission of bids	17 January 2023	0900 Hrs	
5.	Last Date for submission of bids	8 February 2023	1600 Hrs	
6.	Opening of Technical Bids	8 February 2023	1600 Hrs	
7.	Opening of Financial Bids (Only Technically qualified Bidders) Bid stage)	Shall be communicat opening of technical		

Section-1

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 High Commission of India, Lusaka invites tender for supply and installation of garden lights at this High Commission's property at 33, Twim Palms Road, Kabulonga, Lusaka.
- 1.2 The details of terms and conditions, schedule of work/specifications and format for technical and financial bid are available in the tender document. The bidders are instructed to go through tender form thoroughly before quoting their rates. The tender documents can be obtained from https://www.hcizambia.gov.in.
- 1.3 The tender submission is liable to be rejected if complete information is not given therein.
- 1.4 All bidders and/or their representatives, if they so desire, may be present at the opening of the tender (Technical Bid) by the mission at the time and date as specified in the Schedule. Bids received after stipulated date & time shall be not be entertained.
- 1.5 Price quoted should be in Zambian Kwacha and should be inclusive of all charges. In no case any enhancement in approved rate will be entertained during the currency period for which this tender is being considered.
- 1.6 The bids shall be submitted in two envelops i.e. Technical Bids should be sealed in a separate cover while Financial Bids be sealed in other cover and superscribed as "Supply and installation of garden lights at High Commission of India property at 33, Twin Palms Road, Kabulonga, Lusaka". Format for the technical and financial bids are enclosed in the tender documents.
- 1.7 The bidders shall give full information with reference to the projects in-hand and shall facilitate inspection of the works executed by them and shall give full assistance and information as may be required in connection with this tender.
- 1.8 The bidders while submitting their bids, shall enclose self attested photocopies of experience, trade license essential for carrying out the activities under reference and all/ any other documents that is needed in support of permission from the Competent Authority for carrying out the activities may be submitted in the Technical bids.

2. MINIMUM ELIGIBILITY CRITERIA

- 2.1 The following shall be the minimum eligibility criteria for selection of bidders at Technical Bid stage of the bidding process:-
- (a) Legally Valid Entity: The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by City Corporation to do business in Lusaka, Zambia. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
- (b) Registration: The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.
- (c) Experience: The Bidder shall have experience in electrical works at Embassies/High Commissions/Government Ministries/Departments/Public Sector Companies/reputed corporate organization /multinational companies.

The bidders shall have to provide all documentary proof in support of the above eligible criteria in the form of attested copies of certificates issued by the respective authority, copy of VAT registration certificate, Experience certificates for completed work/ongoing work issued by previous clients. Attested copy of manpower wages in respect of the previous four quarters may be attached with the bid documents.

3. VALIDITY OF BIDS

- 3.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 3.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 3.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

4. PREPARATION OF BIDS

- 4.1 Language: Bids and all accompanying documents shall be in English only.
- 4.2 <u>Technical Bid</u>: Technical Bid should be submitted as per the instructions given in this Tender Document along with all required information, documents in support of the minimum eligibility criteria etc as listed below;

S.N.	Document	Yes/No
1	Contact Details Form (Form-I)	
	Certified copies of Registration/Incorporation particulars of Company/Firm from appropriate authorities	
3	Certified copies VAT registration	
	Proof of minimum experience of completion of works of similar nature in any Foreign Embassies /High Commissions /Government Ministries /Departments /Public Sector Companies /reputed corporate organization/ multinational companies.	
5	Power of Attorney/Authorization for signing the bid documents.	
6	Attested copy of manpower wages roll	

4.3 <u>Financial Bid:</u> Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. Then the Financial Bid shall be sent in a separate sealed envelope along with the bid documents.

5. <u>SUBMISSION OF BIDS</u>

5.1 The Bidding firms have to submit the tenders in **two bid system (i.e (i) Technical Bid and (ii) Financial Bid)** in the prescribed proforma. Tenders are to be submitted to Head of Chancery, High Commission of India, Lusaka. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A' Tender Documents (Technical bid) ENVELOPE 'B' Financial Bid (Section-3) Other enclosures as required in this tender.

The envelopes containing "A"& "B" of offers shall be duly superscribed with Name of Work and above Envelopes A and B to be put in another sealed envelope with the name of work written on top. Technical bids (Envelope A) of successful bidders shall be opened in presence of bidders or their representatives attending the opening. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by this High Commission. Financial bid (Envelope 'B') shall be open thereafter.

5.2 No Bid shall be accepted after the specified date and time. However the Competent Authority in the High Commission of India, Lusaka, reserves right to extend the date/time for submission of bids, before opening of the Technical Bid.

6. BID OPENING PROCEDURE

- 6.1 The Technical Bids shall be opened in the office of Head of Chancery, High Commission of India, Lusaka on 8 February 2023 at 1600 hrs before the Committee constituted by the Competent Authority of High Commission of India, Lusaka in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- 6.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.
- 6.3 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 6.4 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 6.5 After opening of the Technical Bids, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.
- 6.6 Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Opening Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.
- 6.7 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

7. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 7.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 7.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 7.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.

8 VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of 3 months. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, High Commission of India, Lusaka shall have the right at any time to terminate the contract forthwith in addition to forfeiting any amount, due for work done till such breach of contract. The High Commission also has the right to initiate administrative actions for black listing etc. solely at its discretion.

Defects liability period shall be as per Warranty Period of the equipment and 180 days from the completion of the project. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the High Commission of India shall be at liberty to forfeit full or part of his retention money and/or any other money or guarantee of the Contractor available with the High Commission of India.

10 Other Conditions, Force Majeure & Penalty Clause

10.1 The workers so provided should be on the roll of the Agency and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the Mission before deployment for work at High Commission of India properties.

- 10.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 10.3 The Agency should submit precise profile of its key clients along with details of services provided.
- 10.4 If any worker is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.
- 10.5 In case the Agency fails in adhering to the daily Maintenance Services and Mission requires to make alternative arrangements for the same, then Agency would reimburse the cost of such arrangements.
- 10.6 The Agency would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The Agency would indemnify Mission against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Mission would not be liable to pay any damages or compensation to such workers or to any third party.
- 10.7 In case of any complaint, either as regards the nature of service or as regards the behaviors of worker on duty or otherwise, Agency would be intimated and would be required to take corrective measures promptly.
- 10.8 The Mission reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Mission in this regard shall be final and binding on all.
- 10.9 Quotation should be valid for four months (120 days) which would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 10.10 The Mission reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 10.11 The Mission may, by written notice sent to Agency, 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 Mission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 10.12 The bidder must use modern equipments, latest technical expertise for <u>Garden Maintenance Services</u>, as has been defined in brief scope of work. Machinery, equipment, implements and material proposed to be used should be clearly indicated. List of equipments owned by the company may also be furnished with the bid.
- 10.13 The employees of the Agency deployed at Mission's premises should have bank accounts and the company should be ready to provide proof of payment of salary to each employee through these bank accounts. The Agency will have to ensure compliance of all mandatory labour laws/regulations laid down by Local Govt. This will include payment of minimum wages and other benefits like bonus, leave, cost of uniform etc to bidder's each employee will solely be the liability of the bidder only.
- 10.14 Any wrong or misleading information will lead to disqualification.
- 10.15 The bidder shall deploy adequate manpower as indicated, machinery and resources to ensure completion of work as per stipulated operational timings. No over timing shall be allowed to the Agency in this regard.
- 10.16 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- 10.17 Additional staff required other than specified shall be obtained on pro-rate basis.
- 10.18 Mission reserves the right to remove any person found unfit.

- 10.19 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's premises as stated in the eligibility criteria.
- 11 The tenderer shall guarantee among other things, the following: Quality, and durability of the materials used; and Good workmanship.
- 12 Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance or Letter of Award or from the date of handing over of site whichever is later.
- Payment:- Payment of 90% of the bid amount may be released after satisfactory completion of the work. The remaining 10% will be on hold till the end of retention period i.e. 6 months from the date of satisfactory completion of work.
- 14 No escalation on rates due to delay in works shall be admissible.

Section-2: Scope of Work:

Scope of work for supply and installation of garden lights at this High Commission's property at 33, Twim Palms Road, Kabulonga, Lusaka.

- (i) supply and installation of 30 LED high-power (20 watts) high-lamps of philips or equivalent quality
- (ii) 30 heavyduty GI poles of 3.5 meter each (0.50 meter to be underground in cemented base)
- (iii) Proper underground wiring for all lights with plastic pipe-covering of wires with cables of quality of neelkanth or equivalent
- (iv) Cemented base for each pole-light
- (v) Connection with the genset for all such lights

Section-3: Financial Bid

No. LUS/ADM/872/08/2021 High Commission of India, Lusaka

FINANCIAL BID

S.	Category	Minimum	Number of	Price per	Total
No.				worker/supervisor/	price
			1	manager/material	
		required	Bidder	& equipment per	
				month	
(a)	(b)	(c)	(d)	(e)	(d)x(e)
	Supply of 30 LED high garden				
1	lamps	1			
1		1			
	Installation of the LED lamps				
	_				
2					
3	VAT/Other taxes	(as applicabl	e)		
		(application	·-,		
				Total (1+2+3)	
1		1			1

- (i) Payments shall be made by the Client as per the terms and conditions of the Tender Documents,
- (ii) Prices shall be valid till satisfactory completion of the work.
- (iii) The quoted consolidated monthly amount prices shall be inclusive of all charges and taxes. It shall also include cost of training and uniform etc.

Note:

- 1. Pricing break up for each of the above mentioned components must be given separately.
- 2. Separate break ups are necessarily to be submitted for each part of the financial bid. If required, a separate sheet may be attached along with this Summary Sheet mentioning the break up for each type of service. However, the bids shall be decided on the basis of lumpsum cost of all the services (i.e. manpower, machinery, plantation etc.).
- 3. All the cost heads shall be inclusive of all applicable taxes as per Government Legislation. All rates shall be quoted for the corrected value into clear Zambian Kwacha.

CHECK LIST

S. No.	Particulars	YES/NO
1	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form and (iv) Checklist?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICAL BID	
3	Legal Valid Entity: Have you attached the certificate issued by competent authority?	
4	VAT Registration Certificate	
5	Experience: Have you attached the attested experience certificates issued by the Organizations / Government Departments?	
6	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7	Have your Technical Bid been prepared as per the Requirements of the Tender?	
	FINANCIAL	
8	Have your financial Bid proposal duly filled in as per Instructions?	
9	Have you quoted prices against each of the category, i.e. Manpower & equipment?	
10	Have you provided cost break ups for all components in the Financial bid?	
11	Have you attended pre-bid site visit/briefing?	

Note:- The above must be filled, signed and submitted along with the bid.

Signature of the authorized signatory of the Tenderer with seal of the firm/company

Name:	 	 	 •
Mob No	 	 	 •
Date:	 	 	

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

5.

E-MAIL address

1.	NAME OF THE CO	MPANY	•••••	
2.	NAME AND DESIG	NATION OF AU	JTHORISED F	REPRESENTATIVE
	COMMUNICATION	АГ	DDRESS	
	PHONE NO	./MOBILE	NO.	
5.	FAX / E-MAIL addre	ess		
PART	TCULAR DETAILS O	F THE BIDDER	'S REPRESEN	TATIVE
1.	NAME OF THE CO	NTACT PERSO	N	
2.	DESIGNATION			
3.	PHONE No.			
4.	MOBILE No.			

Contract Agreement

CONTRACT/AGREEMENT NO	DAIED
THIS AGREEMENT is made onber (hereinafter referred to as "Client" which expression unle deemed to include his successors and assigns), and who Nehru Road, Lusaka.	ess excluded or repugnant to the context be
AND M/s	y") which expression shall unless excluded successors, heirs, executors, administrators,

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated 17 January 2023 for supply and installation of garden lights at this High Commission's property at 33, Twim Palms Road, Kabulonga, Lusaka.

AND WHEREAS the Agency submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client.

AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Agency") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No......, to the Agency on......for a total sum of.......[Euro.......Only] for providing required by the Client.

AND WHEREAS the Client desires that the supply and installation of garden lights (as defined in the Bidding Document) be provided, performed, executed and completed by the Agency, and wishes to appoint the Agency for carrying out such services.

AND WHEREAS the Agency acknowledges that the Client shall enter into contracts with other contractors / parties for the housekeeping services of its premises in case it falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Agency as parties of competent capacity and equal standing.

AND WHEREAS the Agency has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing housekeeping services in the

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Agency as parties of competent capacity and equal standing.

AND WHEREAS the Agency has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing garden maintenance services in the

Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the Agency shall be responsible for payment of VAT/other taxes. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill.

AND WHEREAS the Client and the Agency agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract documents):- The Letter of Acceptance (LoA) issued by the Client; Notice to Proceed (NTP) issued by the Client; The complete Bid, as submitted by the Agency; The Addenda, if any, issued by the Client; Any other documents forming part of this Contract Agreement till date; (Performance Bank Guarantee, Bank Guarantee); Charges - Schedule annexed to this Article of Agreement; Supplementary Agreements executed from time to time.

Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

This Contract shall be governed by and construed in accordance with the laws of Zambia. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

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

Signed on behalf of the Agency Signed on Behalf of

High Commission of India, Lusaka

(Authorised Signatory) (Authorised Signatory)