



CONTRACT NO. ZCSA/OIB/PR/338/2019

CONTRACT

BETWEEN

ZAMBIA COMPULSORY STANDARDS AGENCY

AND

EAA COMPANY LIMITED

FOR THE

**FOR THE PROCUREMENT OF PRE-SHIPMENT ROAD
WORTHINESS INSPECTION SERVICES FOR USED MOTOR
VEHICLES**

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CONTRACT

THIS CONTRACT is made the 7th day of December 2020 BETWEEN

1. **Zambia Compulsory Standards Agency (ZCSA)** a statutory institution established by the Compulsory Standards Act No.3 of 2017 under the Ministry of Commerce Trade and Industry and having its registered office at Sefalana House, Great North Road, P.O. Box 31302. Telephone: +260 211 224900 Lusaka (hereinafter called the "Client" which expression shall include its successors and assigns) of the one part;

AND

2. **EAA Company Limited.**, a company incorporated under the Laws of Japan and having its registered office at Nakata Building, 1-20-5 Rinkan, Yamato-Shi Kanagawa-Ken, Japan 242-0003, Email: info@caa-s.jp, Website: <https://www.caa-s.jp> and Modern Automotive Zambia Limited (MAZ), 12869 Great North Road, Kabangwe, Lusaka Zambia hereinafter called the "Service Provider" which expression shall include its successors and assigns of the other part, jointly referred to as "parties" and individually as "Party".

WHEREAS

- (a) The Client has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) The Client invited bids to undertake Roadworthiness Inspections Services referred to as (**the services**) and has accepted a Bid by the Service Provider to provide those Services in the sum as shown below (hereinafter referred to as '**the Contract Price**'

The price per vehicle inclusive of all taxes

Country of Origin	Administration fee per motor vehicle	Inspection fee per motor vehicle
Japan	\$ 45	\$ 140
Singapore	\$ 45	\$ 140
South Africa	\$ 45	\$140
United Kingdom	\$ 45	\$200
United States of America	\$ 45	\$140
United Arabs Emirates	\$ 45	\$140
Other Countries	\$ 45	\$140

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- (c) This Contract is drawn in conformity with the provisions of the Public Procurement Act No 12 of 2008 and Statutory Instrument No.63 of 2011, the Public Procurement Regulations, 2011 promulgated thereto relating to the adherence to procurement procedures and acquisition of the necessary authorizations by the Client and the Public Finance Management Act No1 of 2018.

NOW THIS CONTRACT WITNESSETH as follows:

1. In this Contract words and expressions shall have the same meanings as they are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the contract between the Client and the Service Provider, and each shall be read and construed as an integral part of the contract:
 - (a) This Contract;
 - (b) Special Conditions of Contract;
 - (c) General Conditions of Contract;
 - (d) Technical requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Client's Notification of Award;
 - (f) Appendices"
 - Appendix A
 - Appendix B
 - Appendix C
 - (g) Supplementary Information
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, the Special Conditions of Contract shall prevail over the over documents in the order listed in paragraph 2 above.
4. In consideration of the payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Client to provide the services in conformity and in all respects with the provisions of the Contract.
5. The Client hereby covenants to pay the Service Provider in Consideration of the provision of the Service, the Contract 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

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IN WITNESS whereof the duly authorized representatives of the parties hereto have caused this contract to be executed as of the day and year first before written.

For and on behalf of Zambia Compulsory Standards Agency

Signed: Peggy Kaunda

Full Names: PEGGY KAUNDA



In the capacity of EXECUTIVE DIRECTOR

In the presence of

Signed: [Signature]

Full Names: GERALD CHIZWETA

In the capacity of INSPECTIONS MANAGER

For and on behalf of the Service Provider

Signed: [Signature]

[Handwritten initials]

Full Names: Raymond Lee Sayer



In the capacity of Company Director

in the presence of

Signed: 

Full Names: Gibson Maila

In the capacity of DIRECTOR - Modern Automotive Ltd

Section I. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																								
1.1	The words "in the Government's country" are amended to read "in <i>N/A</i> "																								
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1.1(h)	The foreign currency is United States Dollars																								
1.1(i)	The Member in Charge is Import Quality Monitoring Manager, Zambia Compulsory Standards Agency																								
1.1(p)	The Service Provider is EAA Company Limited and its Zambian local partner, Modern Automotive Zambia Limited																								
1.4	<p>The addresses are:</p> <p>Client: Executive Director, Zambia Compulsory Standards Agency</p> <p>Attention: Import Quality Monitoring Manager</p> <p>Telex: +260 211 224900</p> <p>Email: info@zcsa.org.zm; gerald.chizinga@zcsa.org.zm</p>																								

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	<p>Service Provider: EAA Company Limited, Nakata Building, 1-20-5 Rinkan, Yamato-Shi Kanagawa-Ken, Japan 242-0003, Email: info@caa-s.jp, Website: https://www.caa-s.jp</p> <p>Attention: Mr. Lee Sayer</p> <p>Telephone: Tel: (81) 46-205-7610</p> <p>Email info@caa-s.jp</p> <p>Zambian local partner.</p> <p>Modern Automotive Zambia Limited (MAZ), 12869 Great North Road, Kabangwe, Lusaka Zambia</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: The Executive Director</p> <p>For the Service Provider: The Director, Mr. Lee Sayer</p>
2.1	<p>The date on which this Contract shall come into effect is</p> <p>1st December 2020</p>
2.2.2	<p>The Starting Date for the commencement of Services is Thirty Days after commencement of the contract</p>
2.3	<p>The Intended Completion Date is 3 years after commencement date</p>
3.2.3	<p>Activities prohibited during this Contract period are, but not limited to, used motor vehicle sales and logistics chain service (Freight forwarding and shipping)</p>
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> • When the vehicle in custody of the service provider, the insurance cover should be stated <p>Limit of liability on the motor vehicle in the custody of the service provider.</p>
3.5(d)	<ul style="list-style-type: none"> • The other actions are N/A
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>None</p>
3.8.1	<p>The liquidated damages rate is N/A</p>

	The maximum amount of liquidated damages for the whole contract is N/A																								
3.8.3	<p>The following shall constitute nonperformance of obligations by the Service Provider and or its subcontractors:</p> <p>3.8.3 (a) Delays constituting 5% or more of the monthly inspections in</p> <ul style="list-style-type: none"> • Inspection of motor vehicles beyond five days • Issuing COR/NCR to the importer/ exporter beyond four days • Transmitting COR/NCRs to the Client beyond one week from the date of inspection. <p>And shall attract a penalty equivalent to the inspection fees for the number of cases established by the client, but without prejudice to the Client's other rights contained herein:</p>																								
3.8.3 (b)	Where the Service Provider or its subcontractors issue a COR for non-complaint motor vehicle it shall suffer a penalty of United States Dollars USD 2,000.00 per motor vehicle. This clause shall apply where after re-testing the motor vehicle, it is found to be non-compliant.																								
5.1	The assistance and exemptions provided to the Service Provider are N/A																								
6.2(a)	The amount in local currency is N/A																								
6.2(b)	<p>The amount in foreign currency or currencies is United States Dollars</p> <table border="1"> <thead> <tr> <th>Country of Origin</th> <th>Administration fee per motor vehicle</th> <th>Inspection fee per motor vehicle</th> </tr> </thead> <tbody> <tr> <td>Japan</td> <td>\$ 45</td> <td>\$ 140</td> </tr> <tr> <td>Singapore</td> <td>\$ 45</td> <td>\$ 140</td> </tr> <tr> <td>South Africa</td> <td>\$ 45</td> <td>\$ 140</td> </tr> <tr> <td>United Kingdom</td> <td>\$ 45</td> <td>\$ 200</td> </tr> <tr> <td>United States of America</td> <td>\$ 45</td> <td>\$ 140</td> </tr> <tr> <td>United Arabs Emirates</td> <td>\$ 45</td> <td>\$ 140</td> </tr> <tr> <td>Other Countries</td> <td>\$ 45</td> <td>\$ 140</td> </tr> </tbody> </table>	Country of Origin	Administration fee per motor vehicle	Inspection fee per motor vehicle	Japan	\$ 45	\$ 140	Singapore	\$ 45	\$ 140	South Africa	\$ 45	\$ 140	United Kingdom	\$ 45	\$ 200	United States of America	\$ 45	\$ 140	United Arabs Emirates	\$ 45	\$ 140	Other Countries	\$ 45	\$ 140
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6.3.2	The performance incentive paid to the Service Provider shall be: N/A
6.4	Payments shall be made according to the following schedule: The Service Provider shall pay to Zambia Compulsory Standards Agency the service fee per vehicle as administration fee of 45.00 USD at the end of each month as agreed
6.5	Service Provider shall remit administrative fee to ZCSA within 15 days after the end of each month
6.6.1	Price adjustment is N/A in accordance with Sub-Clause 6.6. The coefficients for adjustment of prices are N/A
7.1	The principle and modalities of inspection of the Services by the Client are as follows: Each test station shall be inspected at least once a year

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Section II. General Conditions of Contract

A. General Provisions

1.1 Definitions

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

- (a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Client
- (d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- (g) "Client" means the party who employs the Service Provider
- (h) "Foreign Currency" means any currency other than the currency of Zambia;
- (i) "GCC" means these General Conditions of Contract;
- (j) "Government" means the Government of the Republic of Zambia, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2008;
- (k) "Local Currency" means Zambian Kwacha;
- (l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Client under this Contract;
- (m) "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them;

- (n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (o) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Client;
- (p) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Client
- (q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (r) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Client
- (s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the **Republic of Zambia.**

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

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

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

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client

or the Service Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the Government

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

1.8 Taxes and Duties

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

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

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

2.2.1 Program

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

2.2.2 Starting Date

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

2.3 Intended Completion Date

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

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the relevant approvals authority as defined by the Public Procurement Act of 2008 has been obtained.

Where a variation or modification results in a change in Contract price, any additional funds shall be committed before issue of the



variation or modification, unless such funds are already provided by any committed amount for contingencies or similar matters

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party within 7 working days about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;

- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice"¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"² 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 obligation;
- (iii) "collusive practice"³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"⁴ 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 party;
- (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 a Government 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

¹ For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this Contract, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

³ For the purpose of this Contract, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ For the purpose of this Contract, "party" refers to a participant in the procurement process or contract execution.

of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under Sub-Clause 1.7 above.

e) where the Client has determined it is convenient to do so.

2.6.2 By the Service Provider

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

- (a) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Funding

In the event that the Government suspends funding to the Client, from which part of the payments to the Service Provider are being made:

- (a) The Client is obligated to notify the Service Provider of such suspension within 7 days of having received the suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost



incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Service Provider

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

3.5 Service Provider's Actions Requiring Client's Prior Approval

The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

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

3.6 Reporting Obligations

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

3.7 Documents Prepared by the Service Provider to Be

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Client, and the Service Provider shall, not later than

the Property of
the Client

upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Client at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over- payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Client shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Client's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall no later than (fourteen) 14 days from the date of signing the contract or the date of bid acceptance, whichever is earlier provide performance security to the client, which shall be 10 percent of the contract value

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall

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provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

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

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

6.3 Payment for Additional Services, and Performance Incentive Compensation

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

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payments

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

6.6 Price Adjustment

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

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

Where:

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

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

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

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

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

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

6.7 Dayworks

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

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

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

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Client shall be as **indicated in the SCC**. The Client shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Client may instruct the Service Provider to search for a Defect and to uncover and test any service that the Client considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and

(a) The Client shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability

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Penalty**

period shall be extended for as long as Defects remain to be corrected.

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

8. Settlement of Disputes

- 8.1 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 Contract.
- 8.2 If after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either party may give notice to the other party 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 notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No.19 of 2000. The seat of arbitration shall be South Africa and the language of arbitration shall be English.
- 8.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

9. Corporate Authority and Standing

- 9.1 The Procuring Entity has full power and authority to enter in to and perform this contract and this contract when executed will constitute a valid and binding obligation on the client, in accordance with its terms.
- 9.2 The Service Provider is a corporation in good standing, duly organized and validly existing under the laws of Japan and has on its business as now being conducted.

10. Public Audit

- 10.1 The Auditor General or any Public Officer, Agent or Specialist consultants 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

11. Survival

- 11.1 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.

12. Subcontracting

- 12.1. The Service Provider shall notify the client 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 relieve the Service Provider from any of its obligations, duties, and liabilities under the contract.
- 12.2. Subcontractors shall comply with the provisions of the Corrupt and Fraudulent Practices Clause
- 12.3. A subcontract between the Service Provider and the Subcontractor shall not constitute a contract between the Client and the Subcontractor.

13. Severability

- 13.1 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 provision of the Contract.

14. Non-waiver

- 14.1 A delay or failure by either party to exercise or enforce any right under this contract shall not constitute a waiver of that or any other right.

Section III. The specifications and Priced activity schedule

1. Pricing

The pricing under the contract will relate to the pre shipment road worthiness inspection of used motor vehicles. Bidders should indicate the inspection service fee for each vehicle which will be made up of the bidder's cost for conducting inspection and the proposed Zambia Compulsory Standards Agency administrative fee. The successful bidder will be required to remit to Zambia Compulsory Standards Agency the administrative fee collected per vehicle which shall be remitted on a monthly basis. The proposed administrative fee shall be mutually agreed between the successful bidder and Zambia Compulsory Standards Agency before the contract signing.

Country of Origin	Administration fee per motor vehicle	Inspection fee per motor vehicle
Japan	\$ 45	\$ 140
Singapore	\$ 45	\$ 140
South Africa	\$ 45	\$140
United Kingdom	\$ 45	\$200
United States of America	\$ 45	\$140
United Arabs Emirates	\$ 45	\$140
Other Countries	\$ 45	\$140

2. Accreditation Fee

The successful Bidder shall be required to pay an annual accreditation fee of **USD 10,000.00** (United States Dollars Ten Thousand only) at the beginning of each contract year in addition to the administration fee remitted monthly to the client.

3. Scope

The successful bidder shall be responsible for undertaking, on behalf of Zambia Compulsory Standards Agency, testing of all used motor vehicles for roadworthiness as described in the Zambian Standard ZS560: Inspection and testing of used motor vehicles for road worthiness. Further the successful bidder shall test

for radiation contamination on the motor vehicles being certified and other characteristics that will be contained in the Zambian Standard as amended from time to time.

4 Inspection for the performance characteristics

4.1 Inspection of steering wheel alignment

The alignment of the steered wheels shall be inspected with a side slip tester machine or any other suitable apparatus. The reading for skidding shall not exceed 5 mm inward or outward for 1 m of travel (see annex A). Wheel alignment shall also be inspected visually in accordance with the following:

- a) the camber shall not exceed the manufacturer's specified limits or
- b) in case of a semi-trailer, any axle shall not be out of square to longitudinal center-line of the vehicle by more than 10.0 mm/m of length of trailer and
- c) The front wheels (in the straight - ahead position) and rear wheels shall be in the same vertical plane. When relevant, sidecar wheel shall be parallel to or shall not have slight "toe - in" towards the front wheel (in the straight - ahead position).

4.2 Inspection of braking force

The braking force of a vehicle under inspection shall be measured with one inspector therein as an occupant with no passenger or luggage, according to the requirements specified in annex B and the results shall conform to 4.2.1 and 4.2.2

4.2.1 Braking force of main brake system

- a) The total braking force of the main braking system shall not be less than 50% of the axle weight of the vehicle, and the sum of braking forces on the rear wheels shall not be less than 50% of the axle weight of the subject axle when unladen.
- b) For the main braking system, the difference of braking forces applied to the right and left wheels shall be 8% or less of the axle weight of the subject axle when unladen.

4.2.2 Braking force of parking brake system

The total sum of the braking force of the parking brake system shall not be less than 20% of the weight of the vehicle as inspected.

4.3 Level of noise produced by automobile

4.3.1 The measurement of the noise level of steady running noise shall not be more than 88 dB(A)

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To allow for any lack of precision in the measuring equipment the highest sound level reading obtained shall be reduced by 1 dB (A).

4.3.2 The muffler shall be free from corrosion, damage, and cracking, and shall function favourably to muffle sound

4.3.3 The noise level in the cabin should not be more than 70 dB(A).

4.4 Exhaust gas from automobile

The concentration of or the level of contamination from exhaust gas shall be determined according to annex

C and observe the following requirements:

4.4.1 Automobiles using gasoline or liquefied petroleum gas as fuel

The concentration of the exhaust gas from an automobile shall be measured when the engine is idling, and inserting the probe of a tester into the exhaust pipe to a depth of approximately 60 cm (If this is not feasible, measures to prevent the ingress of air from outside shall be taken before inserting the probe). The measurements shall not exceed the following reference values:

a) concentration of carbon monoxide: 4.5% and

b) concentration of hydrocarbon:

4 - cycle engine: 1,200 ppm

2 - cycle engine: 7,800 ppm

Special engine: 3,300 ppm

4.4.2 Automobiles using light oil (diesel) as fuel ~ -

The excessive black smoke or fumes emitted from the automobile shall not be allowed.

4.4.3 Smoke and soot emission

a) The exhaust pipe shall be securely installed, and be free from damage and excessive deformation b) The catalytic muffler shall be securely installed and free from damage.

c) The blow by gas reducing device shall be securely installed and free from damage

d) The emission control device for fuel evaporative gases shall be securely installed and free from damage

4.5 Brightness of headlamps and orientation of main optical axis

The brightness of headlamps and the orientation of their main optical axis shall be measured either manually or using suitable apparatus with the light receiving portion of a tester squarely opposed to the headlamp according to the distance and method of measurement. The manual measurements shall be done in accordance with test methods specified in annex O and shall agree with the following reference values:

4.5.1 Luminous intensity

a) Four-lamp type

For the main headlamp for driving, the intensity shall be 12000 cd or above and with a sub headlamp added, the intensity shall be 15 000 cd or above

b) Other types

For the headlamps for driving, the intensity shall be 15 000 cd or above

4.5.2 Orientation of main optical axis

The main optical axis shall be properly oriented both in the horizontal and vertical directions.

4.6 Horn

With the engine of an automobile stopped, the loudness of its alarm unit (horn) shall meet the following requirements. Measurement shall be conducted in accordance with test method specified in annex E. A microphone set in a position 1.0 m above the ground and at 2.0 m from the front of the vehicle:

a) Reference value: Within the range 90 dB (A) through 115 dB(A).

b) The sound of an alarm buzzer shall be continuous and of constant volume.

4.7 Speedometer

The speedometer shall be in good working order.

5 Inspection for the operational requirements

5.1 Inspection for engine

The engine shall be inspected visually while observing the following:

5.1.1 The engine shall start with ease, and shall not produce excessive unusual noise or vibration during operation.

5.1.2 No oil leakage or water leakage shall be observed from the main body of the engine.

5.1.3 No cracking, damage, or deformation shall be observed in the oil sump, and there shall be no oil leaking from gaskets.

5.2 Exhaust pipe

The positioning and routing of exhaust pipe shall be done in accordance with ZS 562 and observation of the following shall be made:

5.2.1 No damage or cracking shall be permitted in the intake or exhaust manifold.

5.2.2 No cracking or rubber flaking shall be observed in the exhaust pipe and support bracket.

5.2.3 The muffler and the gaskets of the exhaust pipe shall be free from damage, exhaust leakage, and noise.

5.3 Inspection of cooling system

No coolant leakage shall be observed from the radiator or rubber hoses. Where conditioning system is fitted, the refrigerant shall not be chlorofluorocarbons (CFCs).

5.4 Fuel system

5.4.1 The fuel system shall have no visible leakage.

5.4.2 The fuel tank shall not be deformed and shall be firmly mounted.

5.5 Transmission system

5.5.1 Clutch

a) There shall be no anomalies in the engagement system of the clutch (e.g. slip, incomplete disengagement, judder and unusual noise) and shall operate smoothly.

b) No oil leakage shall be permitted in the clutch system

c) A clutch pedal shall be provided with a mechanism to prevent slipping

d) For automatic transmission vehicles, the torque converter shall function properly.

5.5.2 Transmission

a) The transmission shall be capable of being turned to each shift position with ease in the idling state, and there shall be no excessive play in the shift lever in any shift position.

b) The gears or bearings in the transmission shall not produce unusual noise, and no oil leakage shall be permitted from oil seals.

c) For an automatic transmission car, the indicator reading shall be matched with the actual shift position, and its engine shall not be capable of being started in any position other than the (P) position and neutral (N) position

5.5.3 Propeller shaft

a) No excessively loose fixing bolt or joint shall be present at the coupling portions in the propeller shaft. b) The propeller shaft shall not produce run-out or excessive vibration during driving.

5.5.4 Final drive system

The final drive system shall be free from excessive backlash, unusual noise, and oil leakage.

5.5.5 Axle housing

No cracking, damage, deformation or oil leakage shall be permitted in the axle housing.

5.6 Suspension system

5.6.1 No cracking damage, setting, or misalignment shall be permitted in the spring and the clip band. Center bolt or U-bolt shall not be damaged, missing, or loose.

5.6.2 Miscellaneous

a) No excessive play, oil leakage, or gas leakage shall be present at the mounting portions of the shock absorber.

b) The torque rod, radius rod, and their brackets shall be free from deformation and damage such as cracking and mounting portions and coupling portions shall not be loose or damaged

c) No damaged or loosely mounted upper or lower arm shall be permitted and the knuckle arm and support arm shall be free from cracking, damage, and bends

d) The bellows and piping of an air suspension system shall be free from damage, and no air leakage shall be permitted from air piping.

6 Inspection of axles, wheels, and tyres

6.1 Axles

6.1.1 The axle shall be free from cracking and damage, and the drive shaft shall be free from looseness and backlash.

6.1.2 No nuts or bolts shall be loose or missing in a wheel

6.1.3 The wheel disks, rims, and side rings shall be free from cracking and damage due to excessive corrosion or deformation, and the disks shall be free from excessive run-out.

6.1.4 Wheel bearings shall be free from excessive backlash, and the drag from the brakes and the preload on bearings shall be correct.

6.2 Steering system

6.2.1 Steering wheel

a) The steering wheel shall be capable of being easily and reliably operated by a driver sitting in the regular position, and the steering wheel shall be mounted without backlash, lightly operatable and provided with proper play.

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- b) There shall be no backlash in the direction of the axis of the steering shaft.
- c) The effort required to manipulate the steering wheel shall not be excessively different between the clockwise direction and the counterclockwise direction.

6.2.2 Steering gear box

- a) The gearbox shall be mounted without looseness and be free from oil leakage
- b) The sector shaft shall be free from backlash

6.2.3 Steering linkage

- a) The steering linkage shall be free from deformation and damage such as cracking
- b) No loosely mounted parts, excessive backlash, or defective split pins shall be present in any part of the rod arms.
- c) There shall be no risk of the wheels coming into contact with the frame, fender, brake hose or any other part during steering.

6.2.4 Power steering

The power steering system shall be free from oil leakage and looseness in its body or connecting portions and shall operate and function properly.

6.3 Brake system

6.3.1 Brake pedal

- a) The height, play, and full depression of the brake pedal shall be correct, and the clearance between it and the floorboard shall not be less than 25% of the overall stroke of the pedal. (For an air brake, the play of its pedal shall not exceed 20 mm).
- b) The brake pedal shall be free from backlash in the axial direction, and shall not produce any unusual noise when depressed
- c) The brake pedal shall be provided with a mechanism to prevent slipping or a rubber pad.
- d) The brake system shall be free from oil leakage and the ingress of air.

6.3.2 Parking brake

- a) The parking brake shall be completely engaged when the brake lever is fully activated.
- b) The pulling margin of the brake lever shall not be more than 70% of its overall stroke.

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c) The ratchet shall not be worn or damaged.

6.3.3 Brake rods and cables

Any visual damage shall not be allowed.

6.3.4 Brake hose and piping

- a) No damaged or loosely installed brake hoses or pipes shall be permitted and there shall be no oil leakage or air leakage from piping or joints.
- b) There shall be no risk of a hose or pipe being brought into contact with any other part and no hose or pipe shall show signs of having been in contact with any other part.

6.3.5 Master cylinder and wheel cylinder

The master cylinder and wheel cylinder shall function properly and shall be free from oil leakage, and no bend or damage shall be present in the push rod.

6.3.6 Backing plate

The backing plate shall be free from deformation and distortion, and shall not be cracked especially in proximity to anchor pin installation areas.

6.3.7 Air brake

The hoses and pipes, release valve, and brake chamber shall be free from damage and air leakage. The brake chamber and rod shall be free from deformation, and no split pins shall be missing.

6.3.8 Braking servo unit

The servo unit shall function properly and there shall be no liquid or air leakage from the unit or pipe joints.

6.4 Tyres

The tyres shall be inspected visually in accordance to types and sizes while observing the following:

6.4.1 The tread pattern shall not be excessively worn or damaged. The sidewall shall be free from cracking and damage and tread shall not show signs of slipping.

6.4.2 Tyres shall be free from excessive worn out.

6.5 Front windshield and other window glass

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6.5.1 Front windshield

The windshield shall be made of safety glass, and shall be free from any distortion or flaws that may limit visibility.

6.5.2 Other window glass

Other window glass shall not be broken, and the window glass shall be clear.

6.6 Lighting devices and reflectors

6.6.1 Colour of lighting

The light from headlamps shall be white and the colour of all headlamps shall be identical.

6.6.2 Brake lights

The light from brake lamps shall be red, and the brake lamps shall be automatically turned on when the main brake system is activated.

6.6.3 Number plate lights

The light from license plate lamps shall be white in colour and the licence plates lamps shall be so structured that they are not interlocked with the headlamps or position lamps.

6.6.4 Parking lights

The light from parking lamps shall be red in colour and the parking lamps shall be so structured that they are interlocked with the headlamps or auxiliary headlamps

6.6.5 Reverse lights

The light from back-up lamps shall be white in colour.

6.6.6 Indicating device

Indicator lights lamps shall be installed at the front and rear of an automobile, and shall be positioned bilaterally and symmetrically in pairs, respectively. The light from the indicator lamps shall be orange, and the lights shall flash 60 through 120 times per minute.

6.6.7 Indicator lights

The light from position lamps shall be orange or light yellow and the colour of left and right position lamps shall be identical.

6.6.8 Reflectors

Reflectors used shall be in accordance with requirements specified in ZS 563.

6.6.9 Function and damage

Lighting devices and reflectors shall function normally and shall be free from damage and dirt.

6.7 Devices for ensuring vision

6.7.1 Wipers

The windscreen shall be provided with wipers capable of cleaning the wind screen. The wipers shall function normally and its blades shall be free from damage.

6.7.2 Rear view mirror

a) The rear view mirror shall be firmly installed, and its surface shall be free from smudges, distortion and cracking.

b) The rear view mirror shall be so structured that its orientation can be easily adjusted and maintained.

6.8 Mileage meter and other instruments

The mileage meter and other instruments such as water temperature indicator, fuel gauge, and tachometer, shall function properly and be free from damage.

6.9 Warning system

6.9.1 Warning lights

Warning lights shall provide warning on the state of oil pressure, charging, parking brake and opening of doors, and the warning lights shall function favorably and be free from damage.

6.9.2 Hazard warning flashing lights

Hazard warning flashing lights shall be installed bilaterally and symmetrically and shall function properly. The hazard warning flashing lights shall be free from damage and shall be orange or light yellow

6.10 Goods - carrying equipment

Goods - carrying equipment shall be capable of carrying goods safely and reliably.

6.11 Frame and vehicle body

6.11.1 Frame

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a) The frame of an automobile shall be sufficiently rigid to withstand driving.

b) The frame shall be free from cracking, damage or deformation

c) No loose rivets shall be permitted at the joints between a side member and a cross member and no cracking shall be observed in proximity to rivet holes.

6.11.2 Vehicle body

a) The vehicle body shall be reliably secured on the frame, and shall not be loosened by vibration or impact

b) The contour and any other shape of the vehicle body shall not contain any sharp projections, protruded rotating parts or any other elements that may interfere with the safe traffic of other vehicles or pedestrians.

c) Any cracking, corrosion or distortion in parts such as pillars and the floorboard, which constitute the fundamentals or a vehicle body and sills, shall be remedied

6.12 Vehicle dimensions

6.12.1 Overall length

a) A bus - train shall not exceed 20 m

b) A single vehicle, excluding a semi trailer, including any drawbar or coupling, shall not exceed 12.5 m.

c) A trailer with one axle or axle unit (other than a semi trailer), the GVM of which does not exceed 12,000 kg, shall not exceed 8 m, excluding the length of the drawbar or coupling;

d) An articulated motor vehicle or other combination of motor vehicles consisting of drawing vehicle and a semi trailer, including any draw bar or coupling, shall not exceed 17 m.

e) A distance between the drawing vehicle and the trailer, shall not exceed 1.8m, including any drawbar or coupling.

f) A trailer with one axle or axle unit (other than a semi trailer) the GVM of which exceeds 12,000 kg, shall not exceed 11.3 m, excluding the length of the drawbar or coupling.

g) A trailer not referred to in (c), (e) and (f) above (other than a semi trailer), the GVM of which exceeds 12,000 kg, shall not exceed 12.5 m excluding the length of any drawbar or coupling.

h) Any other combination of vehicles including any drawbar or coupling shall not exceed 22 m.

6.12.2 Overall width, and height

The requirements in accordance to ZS 564 shall apply.

6.12.3 Overall overhang

a) Front overhang

Measure the distance between the front axle and the front of the bumper and observe the following:

- i) semi - trailer shall not exceed 18m or
- ii) any vehicle (other than a semi trailer or trailer with one axle unit) shall not:
 - exceed 60% of wheel base or
 - exceed 6.2 m less half of the wheel base, in the case of vehicle in which the front surface of the backrest of the driver's seat and seat level is within 1.7m of the front end of the vehicle, when such seat, if adjustable, is in the rear most position or
 - exceed 5.8 m less half the wheel base, in the case of any other vehicle.

b) Rear overhang.

The distance between the center of the rear axle and the rear most part of the rear bumper shall be measured and the observation of the following shall be made.

- i) any trailer with one axle or one axle unit other than a semi trailer or
- ii) any trailer other than a semi trailer, with two axles where the distance between the center - lines of the axles is less than 12m shall not exceed 50% of the length of the body of the trailer or
- iii) any other vehicle shall not exceed 50% of the wheel base

6.13 Coupling device

6.13.1 The coupling device shall be rigid and so structured that it will provide secure coupling. The coupling device shall not be disconnected due to vibration or impact during driving, and shall sufficiently withstand driving.

6.13.2 The coupler of the coupling device shall be installed without looseness, and shall function favorably. The pitching shaft, rolling shaft, and bearings shall be free from wear and damage.

6.13.3 The kingpin of the coupling device for trailers, shall be installed without looseness.

6.13.4 The pintle hook and lunette eye installed on trucks, etc, shall be reliably operatable and free from damage.

6.14 Seating arrangement

For public service vehicles, the seating arrangement shall conform with the requirements specified in ZS564.

6.15 Vehicle appearance

6.15.1 Any serious damage to an outer panel shall be remedied.

6.15.2 Window glass elevating devices shall be functional.

6.15.3 Any other damage that may interfere with the safe driving of the vehicle shall not be permitted.

7 Marking

Unless otherwise stated, the following information shall be made available:

7.1 Certificate of roadworthiness attesting conformity to the requirements according to clauses 4, 5 and 6 above.

7.2 Certificate of appraisal showing model, year of manufacture, engine capacity and mileage.

8.0 Radioactive contamination inspection

To safeguard consumer safety, it's a requirement that all used motor vehicles imported Japan, Dubai, Singapore and South Africa undergo an inspection to detect any radioactive contamination.

The contractor will undertake this inspection on behalf of Zambia Compulsory Standards Agency and will issue certificates only for the vehicles whose levels of contamination is within acceptable limits.

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Annex A
(normative)

Wheel alignment testing

A.1 Purpose

This annex sets out the assessment of the wheel slip sideways, to be measured while the vehicle is traveling. The unit of scale employed on measuring the slip is generally (m/km) which is the amount of the wheel slip perpendicular to the direction of travel as the vehicle makes a straight drive for 1 km.

A.2 Apparatus

The tester may be either mechanical or electrical depending on the method by which the amount of movement of the board is detected and transmitted to the indicator. The length of the running board is available in either 500 mm, 800 mm, or 1000 mm.

A.3 Procedure

Before performing the test, make sure that there is no dirt on the board and that the boards and the indicator are functioning properly. Then let the vehicle run straight parallel to the center line of the tester at 4 km/h and read the maximum amount of slip indicated on the scale, before the front wheels completely pass the boards: Make necessary adjustments to the vehicle wheel alignment if the reading is 5 mm or more or even when less than 5 mm or if the figure is different from the value designated from the given vehicle.



Annex B
(normative)

Brake testing -

B.1 Purpose

This annex sets out the assessment of the braking capacity of the vehicle. The widely used testers are roller driven. The rollers rotate with the wheels placed on top of them. The rollers are motor driven supplied in a set of two, one for each wheel. When brakes are applied, a rotation resistance is applied to the roller that creates torque in the direction opposite to the roller rotation.

B.2 Apparatus

There are various types of testing equipment such as the roller gearbox driven type and roller driven worm shaft type.

B.3 Procedures

Turn on the motor and let the rollers run idle to check that they are smoothly rotating. Make sure the needle indicator is adjusted to zero.

Turn off the motor and move the vehicle to place its wheels on top of and perpendicular to the rollers. Make sure that each of the wheels to be measured are firmly supported by two rollers.

Turn on the motor and let the rollers rotate. Before applying the brakes, check the reading on the indicator and make sure there is no drag of brakes. Then slowly step on the brake pedal.

Gradually press down the pedal. The wheels will be eventually locked and the reading on the indicator will become constant. Read the value indicated immediately prior to the locking of the wheels. This value is usually the maximum braking force. Measure the braking force of both front and rear wheels.

**Annex C
(normative)**

Exhaust emissions testing

C.1 Purpose

The test is done to measure the volumetric concentrations of CO and HC emissions at idling and not at slightly higher speed and load.

C.2 Apparatus

The apparatus used should be an independent exhaust - gas analyzer unit or part of engine analyzer

C.3 Procedures

Procedures for calibrating and using exhaust gas analysers vary with the make and model of testers so emphasis shall be put on careful reading of the instructions for the analyzer

Make necessary connections (electrical supply etc), turn on the analyzer, warm the equipment and calibrate the HC and CO meters for zero reading.

Check the system to be sure it is leak free

To measure the amount of CO, run the engine at fast idle (say 1 500 to 2 000 rpm for about 30 s), then run the engine at its specified idle speed and read CO on the CO meter

To measure the HC, run the engine at fast idle (1500 - 2000 rpm for about 30 s), then run the engine at its specified idle speed then read HC on the HC meter.

For diesel engine, vehicle measurement is done under no load and quickly accelerated and the percentage of smoke is read from the smoke meter or inspection done visually.

Annex D (normative)

Head light testing

D.1 Purpose

This annex sets out test for determining the luminosity and direction of irradiation (am) of the headlamp manually. The luminosity is expressed in candela (cd) and the direction of irradiation is generally indicated by the amount (in cm or mm) which the main optical axis oscillates at a 10m distance in the front or as specified by the vehicle manufacturer as to agreed standards,

D.2 Apparatus

There are various types of testers according to the methodology and specifications of measurements, The types of headlight testers are classified into types: screen type, projecting type, and automatic tester (i.e., automatic optic axis tracking testing) type.

D.3 Procedure

The arrangement shall be done as shown in figure D.1. The results shown in figures D.2 and D.3, together with the following general guidelines on handling a headlight tester shall also be observed:

- a) air pressure of all the tyres is of standard/specified value;
- b) there is no inclination of vehicle body due to damaged springs;
- c) the tester and the vehicle are precisely facing each other;
- d) the testing floor is flat
- e) the distance between the tester and the vehicle headlamp is accurate;
- f) the engine is running and its battery is being charged while testing;
- g) the vehicle should be unladen with one driver on board

NOTE - Luminosity refers to the brightness of light source and is expressed in candelas (cd) whereas illumination refers to the brightness of the irradiated surface and is expressed in luxes (lx)

Annex E
(normative)

Sound level testing

E.1 Purpose

This annex sets out assessment of the levels of noises produced by the vehicle and the sound of its horn. The gauge simulates human auditory perception. The audit level is indicated in dB (A) units

Also sound can be expressed in many physical quantities other than dB (A) such as in Pascal (Pa) unit of pressure, sound power (watts), intensity (sound/surface) in watts/metre² or particle speed (m/s).

NOTES

1 Sound level dB = $20 \times \log (P/P_0)$

where

P_0 is the lowest audible sound of 20 Mpa

2 1 Pa = 1 N/m²

1atm = 10 Pa

E.2 Apparatus

Apparatus uses microphone that converts sound captioned in electrical current and its level is indicated on the indicator in dB(A).

E.3 Procedures

Calibrate the indicator before use, follow specific instructions as to the gauge settings and measurements taking. Note the specific settings for measuring of exhaust noises and sound level of the horn, careful noting placement of a gauge to avoid interference of background noises and reflected sounds. Make adjustments for such noises where such noises cannot be avoided

R
B

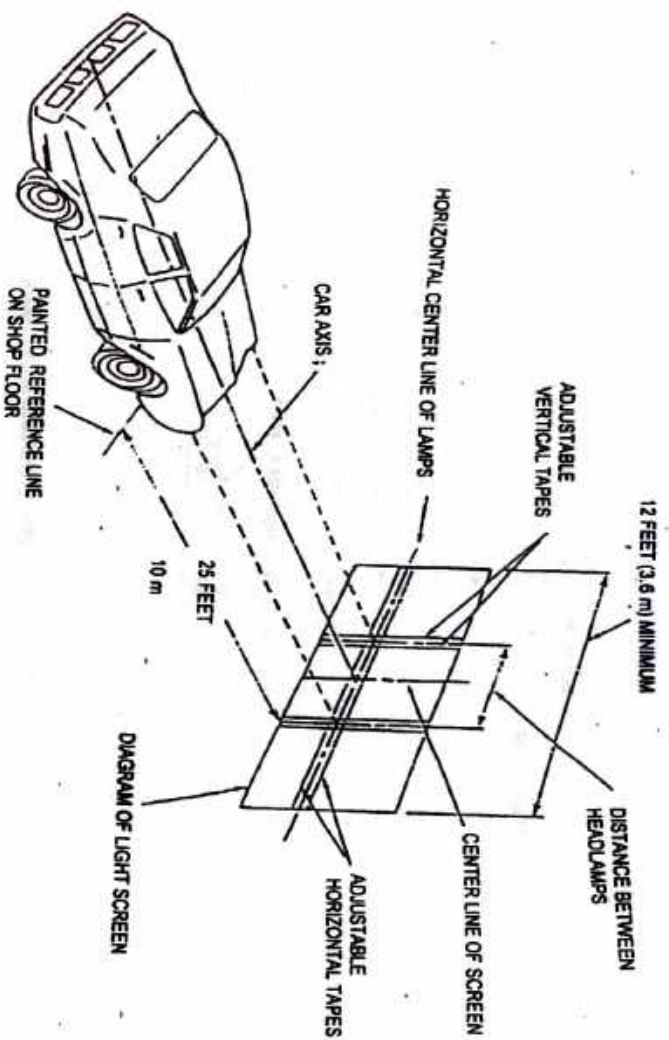


Figure D.1 Manual headlight aiming screen

Handwritten initials or signature.

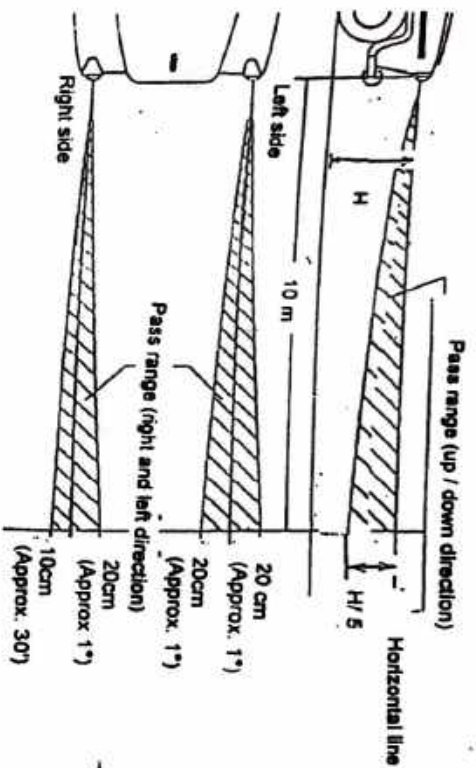


Figure D.2 - Irradiating range of headlights

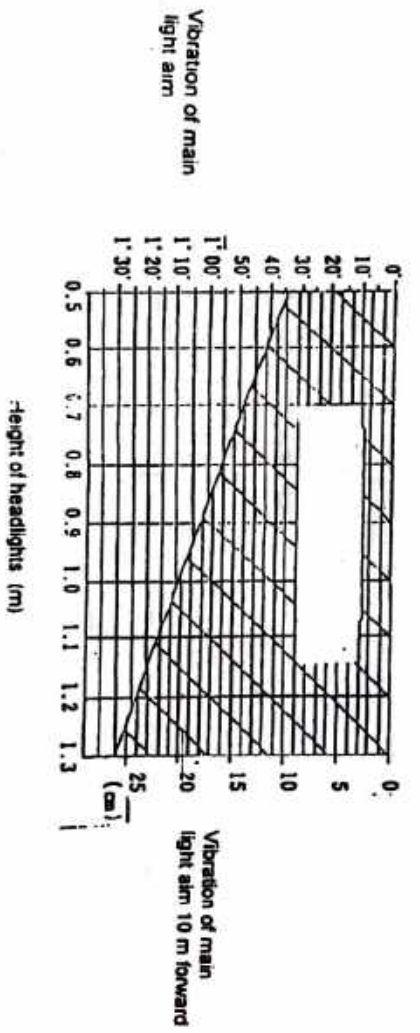


Figure D.3- Upper and lower limits to mounting position of headlight.

R
R

SUPPLEMENTARY INFORMATION

GOOD FAITH

The parties undertake to act in good faith with respect of each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

OPERATION OF THE CONTRACT

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. A formal review of the operations shall take place every six (6) months. The steering group shall carry out this review.

DETAILS OF DESCRIPTION OF THE INSPECTION/VERIFICATION PROCESS

- A.1 Verification can be initiated by the exporter/importer by making an application to the inspections company for the inspection service.
- A.2 The exporter will be required to submit the necessary documentation including the logbook – original and translated (where applicable) to the inspections company. Only vehicles meeting the maximum age requirement and RHD rule shall be accepted for mechanical and road worthiness inspection.
- A.3 The inspections company shall schedule the inspection within three days of application or submission of all the required documentation unless the exporter prefers a later date.
- A.4 The exporter shall deliver the motor vehicle to the inspection facility on the agreed day.
- A.5 The inspections company shall inspect the motor vehicle against the **Zambian Standards ZS560: Inspection and testing of used motor vehicles for road worthiness.**
- A.6 After the inspection, the inspections company shall notify the exporter or a representative of the outcome of the inspection who will be required to sign against the inspection facility.
- A.7 In case the vehicle has repairable defects, the exporter may rectify the defects and resubmit the vehicle for a second inspection. The re-inspection will be charged at a fee not more than half the normal fee provided the vehicle is resubmitted within 14 days. A motor vehicle submitted for a third inspection will be charged at the full rate. A vehicle failing to meet the requirement after a third inspection shall be issued with Non-Conformity Report (NCR).

Such vehicles should not be exported to Zambia.

- A.8 Where all documentation and payment obligations have been met by the importer/exporter, the inspections company will issue a Certificate of Roadworthiness (COR) within a maximum of three (3) days.
- A.9 The original COR/NCR shall be given to the exporter/importer. The original COR shall be used for the purposes of clearance at the port entry and registration.

1.1 WEEKLY DATA TRANSMISSION

- 1.1.1 The inspections company shall transmit electronically a copy of every COR/NCR and the associated data to the ZCSA or access to service providers database on weekly basis.
- 1.1.2 This data shall be used to authenticate CORs at the point of entry. The Inspections company shall take due diligence in describing the vehicle both in the COR/NCR and the database.

1.2 MONTHLY REPORTS

- 1.2.1 The inspections company shall submit a monthly report giving a summary of activities during the month including but not limited to the number of CORs/NCRs, inspections by country of origin and number of complaints/appeals against inspection decisions, etc.

1.3 QUARTERLY REPORTS

- 1.3.1 The inspections company shall submit a quarterly report giving a summary of activities during the quarter including but limited to inspection activities meetings, trainings and trends in motor vehicle inspections.
- 1.3.2 The client shall schedule quarterly meetings with the service providers or its representatives and the ZCSA Inspections Manager – Import Quality Monitoring and his/her staff.

1.4 ANNUAL REVIEW

- 1.4.1 The inspection company shall submit an annual review of the inspections activities and measures put in place or proposed to enhance the efficiency and effectiveness of service delivery.
- 1.4.2 The client shall schedule Annual CEO meetings, with the ZCSA Executive Director and CEO for the service provider for purposes of reviewing the submitted annual inspection reports from the inspection company.



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TENDER NO. ZCSA.OIB.338.2019

3rd December 2020

The General Manger
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The Chief Executive Officer
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Email mfujie@inspections.jp

Dear Sir / Madam,

TENDER NO. ZCSA.OIB.338.2019- FOR CONSULTANCY SERVICES FOR THE PROCUREMENT OF ROADWORTHINESS INSPECTION SERVICES FOR USED MOTOR VEHICLES.

Reference is made to the above-mentioned tender in which you participated.

You are hereby notified that following the evaluation of bids and the negotiation processes which were conducted, your institutions **EAA Company Limited, Quality Inspection Service Japan** and **Autoterminal Japan Limited** were determined to be the best evaluated bidders and have been recommended for award of contracts for tender for consultancy service for the procurement of Roadworthiness Inspection Services for used motor vehicles.

All correspondence to be addressed to the Executive Director

BORDER OFFICES

Chanda, Chipata, Katima Mulilo, Kazungula, Livingstone,
Mwami, Ndola, Victoria Falls

PROVINCIAL OFFICES

Chinsali, Chipata, Clusaka, Kabwe, Kapenta, Mankwato, Mopani,
Ndola, Solwezi

RR
RB

Kindly take this notification as a letter of acceptance.

Yours faithfully



Peggy Kaunda Chituta
EXECUTIVE DIRECTOR

