

Contract No.  
Huawei Ref: 00Y8941213000A

FOR

Smart Zambia Phase I

# National ICT Development Project

National DataCenter&ICT Talent Training

BETWEEN

The Government of the Republic of Zambia

AND

Huawei Technologies Company Limited



Date:

Smart Zambia Phase I

# National ICT Development Project

National DataCenter&ICT Talent Training

## CONTRACT



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This Smart Zambia Project Contract together with all Annexes attached hereto, (hereinafter referred as "Contract") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2012 and shall enter into effect upon the signature of the relevant financing agreement to support the above-mentioned project between the Chinese and Zambian governments.

BETWEEN

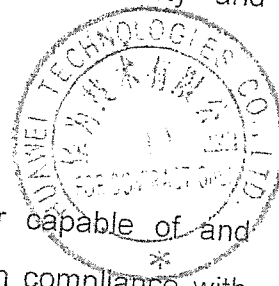
The Government of the Republic of Zambia represented by the **Ministry of TRANSPORT,WORKS,SUPPLY AND COMMUNICATION** (hereinafter referred as "Buyer").

AND

Huawei Technologies Company Limited, a company incorporated and existing under the laws of the People's Republic of China and having its registered office at Huawei Industrial Base, Bantian Longgang, Shenzhen 518129, People's Republic of China (hereinafter referred as "Seller")

(Buyer and Seller are herein sometimes individually referred to as a "Party" and collectively as the "Parties")

**Whereas:**



- The Seller is a telecommunication equipment manufacturer capable of and desirous of providing ICT Equipment and Service to the Buyer in compliance with terms and conditions of this Contract;
- The Buyer will contact and coordinate with ICT Equipment and Service vendors from the People's Republic of China, and apply for the Chinese financing fund granted by Government of the People's Republic of China with the assistance of the Seller to purchase the said ICT Equipment and Services.

In pursuance to the goal and potentials both Parties have unanimously agreed as follows:

**Article 1: Objective**

The Objective of making this Contract is to produce legal reference document certifying the purchase and provision of ICT Equipment and Service between the Seller and Buyer.

## **Article 2: Equipment, Service and Quantity**

2.1. The Equipment, Service and their quantities to be supplied under this Contract named Smart Zambia Phase I, including Spare Parts, and Documentation are as set out in ***Annex 1: Equipment, Service List and Price Schedule***

## **Article 3: Price and Fee**

- 3.1. Total value of this Contract is **USD 65,551,151.12** (Says US Dollars Sixty Five Million Five Hundred and Fifty One Thousand and One Hundred and Fifty One with twelve Cents Only) which is specified in ***Annex 1: Equipment, Service List and Price Schedule***. The trade term is CIP. The terms CIP shall be subject to the "International Rules for the Interpretation of Trade Terms" (INCOTERMS2000) provided by International Chamber of Commerce (ICC) unless otherwise stipulated herein.
- 3.2. All the charge related to the Chinese financing fund including, but not limited to interest, commitment fee and management fee shall be responsible and undertaken by the Buyer.
- 3.3. The Prices indicated in ***Annex 1 Equipment, Service List and Price Schedule*** includes any costs which are subject to the seller's discretion in accordance with this Contract. If any cost borne by the seller are by nature for the buyer's account, such cost shall not be deemed to have been included in the Price under this Article and the buyer shall refund and/or indemnify the seller such costs incurred thereby.

## **Article 4: Delivery and Shipping Documents**

- 4.1. The time of Shipment: Each batch will be ready for shipment within Sixty (60) calendar days after the Buyer's fulfillment of its obligations under the Contract, including but not limited to:
- a) Relevant site readiness;
  - b) Receipt of the Shipping notice provided by the Buyer and confirmed by Seller;
  - c) Obtaining all necessary licenses and approvals;

- 4.2. Transshipment: allowed
- 4.3. Partial shipment: allowed
- 4.4. Seller shall forward a copy of the following documents to the Buyer by way of facsimile or E-mail within three (3) Business Days after the shipment:
- a) Transport document (bill of lading or airway bill, delivery note, railway receipt, or truck receipt, as the case may be);
  - b) Pro forma invoice;
  - c) Packing list;
  - d) Insurance Certificate.
- 4.5. Documents to be prepared by the Buyer are: Import License and Tax Exemption Permission to be issued by the Ministry of Finance of Zambia and all documents related to the Chinese financing fund required by the bank.

**Article 5: Payment Schedule**

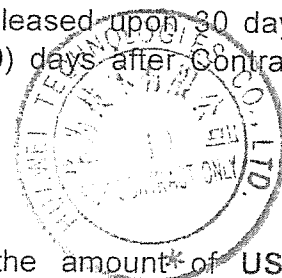
- 5.1. After signature of this Contract, the Buyer will sign Loan Agreement with pertinent authorities of P. R. China to transfer Chinese financing fund for making payment for this Project in three (3) separate payment instalments as follows:

- a) Advance payment

Thirty percent (30%) of the Contract Price, in the amount of **USD 19,665,345.34** (Says US Dollars Nineteen Million Six Hundred and Sixty Five Thousand Three Hundred and Forty Five with Thirty Four Cents Only), shall be paid by Buyer to Seller by telegraphic transfer (hereinafter referred to as 'T/T') upon the corresponding invoice and the Advance Payment Guarantee of the same amount to be released upon 30 days after each shipment proportionally within thirty (30) days after Contract Effective Date.

- b) Second Payment (Delivery Payment)

Fifty percent (50%) of the Contract Price, in the amount\* of **USD 32,775,575.56** (Says US Dollars Thirty-Two Million Seven Hundred and Seventy Five Thousand Five Hundred and Seventy Five with Fifty Five Cents Only) shall be paid by Buyer to Seller by T/T upon each site or batch of Equipment shipment to the Buyer. The Payment shall be paid



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against the following documents within thirty(30) days from the date of receipt of the following documents:

1. Copy of the Commercial Invoice;
  2. Shipping Documents of each Site or each batch which includes packing list of materials, Certificate of Origin, airway bill or the bill of lading, as applicable.
  3. A Performance Bond covering 10% of the contract value to be released within 12 months after the issuance.
- c) Third Payment (Acceptance Payment)

Twenty percent (20%) of the Contract Price, in the amount of USD 13,110,230.22 (Says US Dollars Thirteen Million One Hundred and Ten Thousand Two Hundred and Thirty with Twenty Two Cents Only), shall be paid by Buyer to Seller by T/T upon preliminary acceptance of Equipment and Service of each site or cluster as agreed by the Parties from time to time. The payment shall be made within thirty (30) days against the Preliminary Acceptance Certificate of each site or cluster from the date of receipt of corresponding invoices and the Warranty Bond covering 5% of the contract value to be released within 12 months after the PAC issuance.

The payments made under this Contract shall be remitted by Buyer to Seller's bank account as follows:

BANK: The Export-Import Bank of China, Shenzhen Branch  
ACCOUNT NAME: Huawei Technologies Co., Ltd.  
ACCOUNTNO: 2020000100000059922  
ADDRESS: 8F, Southern Securities Tower, 2016 Jian She Road, Luo Hu District, Shenzhen, P.R. China  
SWIFT CODE: EIBCCNBJSZT



- 5.2 Notwithstanding the provisions in 5.1 above, either Party may give the other party notice terminating this contract if the Loan agreement referred to in 5.1 above remains unsigned 180 days from the date of signature of this Contract, or if signed funding is not disbursed within 180 days of date of signing of the Loan Agreement.

#### Article 6: Equipment Open-Package Inspection

- 6.1. The Seller shall inspect the Equipment carefully prior to the shipment of the same. Within three (03) business days from the date the Equipment arrives at

the warehouse in Zambia, the inspection of physical goods shall be executed by technicians and representatives of both parties.

- 6.2. In case the Seller delivers the Equipment that does not meet the set standards or any or some equipments are found missing or damaged in quality or quantity, the Buyer will not accept such equipments and the same will be delivered back to the Seller for replacement at the Seller's own expenses; The delivery back of the defective equipments must be done within sixty (60) days after the Equipment arrives at the warehouse in Lusaka, Zambia before installation.

#### **Article 7: Preliminary and Final Acceptance**

- 7.1. The sequence and interrelation of the acceptance tests are shown in **Annex 4: Acceptance Test Plan(ATP)** and the schedule for the Acceptance Tests is shown in **Annex 2: Implementation Schedule**.
- 7.2. The Buyer and the Seller shall jointly carry out and complete the acceptance tests for Preliminary Acceptance, the result of which shall be accounted for in a jointly signed site/cluster acceptance report to clearly verify whether the acceptance tests requirements are met or not. Unless not conforming to the standard procedure and criteria, the test results shall be considered undisputable for the purpose of this Contract. The Buyer shall sign, or the Seller shall be entitled to sign the Preliminary Acceptance Certificate (PAC) on behalf of the Buyer, within three (3) days of completion of Preliminary Acceptance Test (PAT).
- 7.3. If the authorized representative of the Buyer is not present in the PAT, the Seller shall be entitled to carry out the PAT itself as set out in **Annex 4: Acceptance Test Plan(ATP)**, and to present the corresponding results to the Buyer which shall have fourteen (14) Days to either accept or reject such results, in the latter case providing the explanation in writing. Upon expiration of such fourteen (14) Days without any formal rejection, then the corresponding Equipment or System will be deemed accepted, and the Seller shall be entitled to sign the PAC on behalf of the Buyer.
- 7.4. Preliminary Acceptance shall not be refused because of minor deviations (the status of the deviation shall be agreed mutually by the Parties), which do not prevent the System or Part of System to be put into normal operation. However, this will not relieve the Seller from its obligation to remedy said deviations

without undue delay. Such deviations are to be noted down on site/cluster acceptance report by the Parties.

- 7.5. The Seller shall be liable to correct the deviations and to provide the site(s) ready for Final Acceptance within forty-five (45) days from Preliminary Acceptance except for software deviations which shall be remedied at a time mutually agreed between the Parties from time to time.
- 7.6. The remedying of minor deviations noted in site/cluster acceptance report shall be subject to Final Acceptance. No other issues, faults or deviations shall be subject to Final Acceptance. Provided the recorded deviations have been remedied, the Buyer shall sign, or the Seller shall be entitled to sign the Final Acceptance Certificate (FAC) on behalf of the Buyer within forty-five (45) days upon the completion of PAT.
- 7.7. In case System or Part of System is put into commercial operation, the relevant System or part of System shall be deemed to have satisfactorily completed and passed the PAT and the PAC shall be deemed as issued. In such case, the Seller shall be entitled to issue relevant certificate on behalf of the Buyer within three (3) Business Days. The date of commercial operation shall be the date of issuance of the PAC.

#### **Article 8: Title**

The title to the Equipment, except Software which is retained with the Seller, shall pass to the Buyer upon receipt of full payment by Seller under this Contract.

#### **Article 9: Warranty**

- 9.1. The Seller shall, repair or replace any part of the Equipment which is found to be faulty by reason of defective material, design or workmanship free of charge for thirty-six (36) months from the date of issuance of PAC.
- 9.2. Consumable parts, such as lamps, fans, fuses, batteries etc., are excluded from the aforesaid warranty.
- 9.3. The period of warranty of the items repaired or replaced is ninety (90) days from the date of delivery to the Republic of Zambia or up to the end of the original warranty period, whichever is longer.
- 9.4. Unless otherwise stated in this Contract, the liability of the Seller under this Contract shall be strictly limited to repair, rectify and/or replace the Equipment



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which is otherwise defective and/or fails to comply with the specification under this Contract.

9.5. With respect to all third party equipment and services provided under this Contract, Seller will pass on or assign to Buyer the warranties Seller obtains from the manufacturers and/or vendors of such equipments and services, only to the extent that such warranties are assignable.

9.6. Any warranty as above in this article shall apply only if:

9.6.1 The Equipment is used and maintained under normal conditions and in accordance with the documents, information and advice furnished by Seller and the Training provided under this Contract, and

9.6.2 Buyer without undue delay has given Seller notice of such defects, non-conformities or deviations before the expiration of the applicable warranty period,

9.6.3 Such defect, non-conformity or deviation was not caused by inter-working equipment not supplied under this Contract, and

9.6.4 Buyer has given Seller every opportunity to inspect and remedy such defect, non-conformity and deviation, and

9.7. Any defects as noted in Article 9.6 above, the Buyer will have to be responsible for repairing and replacing it at his own cost subject to a service agreement reached between the Parties.

#### **Article 10: Subcontracting and Assignment**

10.1. Both Parties agree that either Party is allowed to assign the rights created hereunder with a written notice to the other Party. However, the obligations created hereunder cannot be assigned by either Party without prior written consent of the other Party. Any unauthorized assignment or attempt to assign the obligations will render the other Party entitled to terminate this Contract.

10.2. Notwithstanding Clause 10.1 above, the Seller shall be entitled to subcontract all or any part of this Contract to competent Subcontractor(s) provided that the Seller affirms to the Buyer that the Subcontractor(s) will perform its obligations in the manner as the Seller will do in accordance with this Contract. However,

Seller shall be responsible for the satisfactory performance of the whole Contract.

**Article 11: Limitation of Liability**

11.1. Notwithstanding any other provision in this Contract, the total liability of the Seller for any claim, loss or damage, whether in contract, tort (including gross negligence), or otherwise, arising out of, connected with, or resulting from the manufacture, sale, license, delivery, repair, replacement or use of any Equipment or Software or the provision of any Service shall not exceed five per cent (5%) of the Contract sum.

11.2. Notwithstanding any other provision in this Contract, neither Party shall be liable to the other Party for any indirect or consequential losses or damages, including but not limited to loss of profit or revenues, loss of goodwill or reputation, loss of data or information, loss of interest.

**Article 12: Force Majeure**

12.1. Neither Party shall be liable for any delay or failure to perform any of its obligations pursuant to this Contract, wholly or in part, directly or indirectly, if such delay or failure is due to Force Majeure.

12.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Seller and not involving the Seller's fault or negligence and not foreseeable. Such events include, but are not restricted to, acts of the Buyer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

12.4. If an event of Force Majeure, continues for a period of one hundred and twenty (120) days or more, the Parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Equipments already delivered or Services already performed.

**Article 13: Governing Law and Dispute Settlement**

13.1. This Contract shall be construed and interpreted in accordance with the substantive laws of the Republic of Zambia.

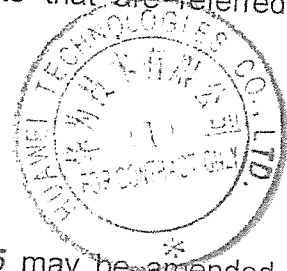
13.2. Throughout the implementation of this Contract, if any dispute arises between the parties, each party shall assign a technical committee to jointly carry out peaceful negotiation, and within ninety (90) days from the date of assignment, the said committee shall report the results of negotiation to their superiors for giving guidance.

13.3. In case the parties cannot reach agreement or find a way to peacefully solve the dispute, the parties agree to submit the dispute to arbitration, which shall be governed by the UNCITRAL rules. The arbitration shall be conducted by three arbitrators and each of the parties will appoint an arbitrator. The two arbitrators appointed by, or on behalf of the parties will choose the third arbitrator, who will act as Chairman of the Tribunal.

13.4. The place of arbitration shall be Lusaka, Zambia and the language to be used shall be English.

13.5. The arbitral award shall be final and binding upon the parties.

13.6. The Parties hereby agree that both parties shall continue to perform all contractual obligations under this Contract pending the finalization of the arbitration save and except obligations under dispute that are referred to arbitration.



#### **Article 14: Amendment or Change of the Contract**

14.1. This Contract and its Annexes as listed in **Article 15** may be amended or changed in any wordings, articles or the whole contents of the Contract and every amendment or change must be mutually approved in writing before coming into effect.

14.2. The Buyer and its representatives may order a decrease or increase to any part of the Project or Service necessary for proper Completion and/or functioning. The Seller may during its performance of the Contract propose to the Buyer any variation that the Seller considers necessary or desirable to improve the quality, efficiency or safety of the Project.

14.3. Upon receipt of the Variation Proposal, The Buyer and the Seller shall mutually agree upon all matters therein contained. Within fourteen (14) days of such

agreement, The Buyer shall, if it intends to proceed with the Variation, issue the Seller with a Variation Order.

- 14.4. If the Buyer is unable to reach a decision within fourteen (14) days, it shall notify the Seller with details of when the Buyer can expect a decision.
- 14.5. If the Buyer decides not to proceed with the variation for whatever reason, it shall, within the said period of fourteen (14) days, notify the Seller accordingly. Under such circumstances, the Seller shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Variation Proposal.
- 14.6. If the Buyer and the Seller cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Variation Proposal, the Buyer may nevertheless instruct the Seller to proceed with the Variation by issue of a "Pending Agreement Variation Order." However, the Seller is entitled to not accept or perform the "Pending Agreement Variation Order" at its sole discretion.
- 14.7. Upon receipt of a Pending Agreement Variation Order, the Seller may immediately proceed with effecting the Variations covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Variation Proposal.
- 14.8. The pricing of any variation shall, as far as practicable, be calculated in accordance with the rates and unit prices included in the Contract. If such rates and unit prices are inequitable, the parties thereto shall agree on specific rates for the valuation of the variation.
- 14.9. Party shall notify the other as soon as it is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Seller shall take all reasonable steps to minimize these effects.
- 14.10. The Seller's entitlement to an extension to the Time for Completion or additional payment shall be limited to the time and payment which would have been due.
- 14.11. If the Seller incurs losses or expenses as a result of any of the Buyer's Liabilities, the Seller shall be entitled to reimbursement of such losses or expenses and 30% of the aggregate amount of the losses and expenses as a reasonable profit. If as a result of any of the Buyer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.

#### Article 15: Annexures of this Contract

The Annexures of this Contract consists of:

- Annex 1: EQUIPMENT, SERVICE LIST AND PRICE SCHEDULE;
- Annex 2: IMPLEMENTATION SCHEDULE;
- Annex 3: RESPONSIBILITY MATRIX;
- Annex 4: ACCEPTANCE TEST PLAN (ATP);
- Annex 5: CHANGE CONTROL PROCESS;

All of these Annexes are in English version.

#### Article 16: Final Provision

16.1. This Contract is made in English, in four (4) original copies , and each of original copy will be kept by the Seller and Buyer respectively to be legal reference document in implementing this contract;

16.2. Any notice required to be given by one Party to the other pursuant to this contract shall be sent to the other Party by cable , telex, facsimile or email and confirmed to the other party's address.

A notice shall be effective when delivered, or on the notice's effective date, whichever is the later.

The Buyer's address:

Name:

Designation:

P.O Box:

Tel:

Fax:

Email:

The Seller's address:

Name:

Designation:

P.O Box:

Tel:

Fax:

Email:

16.3. The contract shall come into force and effect upon signature of the party last signing.

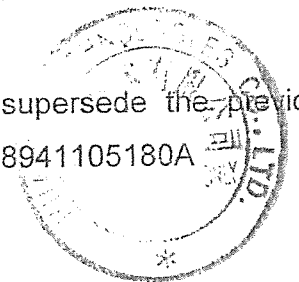
16.4. Both parties have read and agreed to every wording and article of the Contract before setting their hands hereunder as evidence document.

16.5. This Contract contains the entire agreement of the Parties concerning the subject matter and it supersedes and replaces all prior communications or representations or warranties between them, including but not limited to the offer and/or other circumstances including the course of negotiations. There are no representations, undertakings or contracts of any kind between the Parties hereto in respect of the subject matter hereof save and except those contained herein.

16.6. The Buyer acknowledges industrial property or other intellectual property in the Products and the related documents shall remain the property of the Seller.

16.7. The Parties hereby undertakes to maintain the confidential Information received from the other Party in confidence and to use it only for the purpose of fulfilling this Contract. The duty of confidentiality stipulated herein shall survive the termination of this Contract.

16.8. This contract Huawei Ref: 00Y8941213000A will supersede the previous contract Huawei Ref: 00Y8941105180A



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IN WITNESS WHEREOF, each party has executed this contract by its duly authorized signatory on the day and year first above written:

The Government of the Republic of  
Zambia

Authorized signature:



Name: FRANCIS KK KAMANGA

Designation: P S MTWSC

Witness Signature:

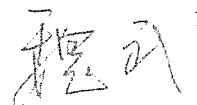


Witness Name: TITUS LIHANSA

Witness's Designation: HEAD-PSU

Huawei Technologies Company  
Limited

Authorized signature:



Name: WZZWU

Designation:



Witness Signature:



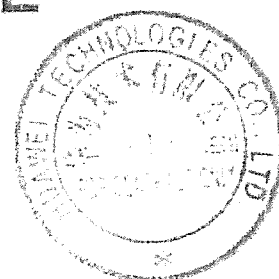
Witness Name: YU7m

Witness's Designation: HEAD

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## Annex 1

# EQUIPMENT, SERVICE LIST AND PRICE SCHEDULE





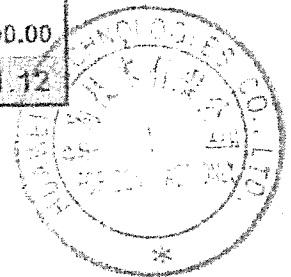
# EQUIPMENT SERVICE LIST AND PRICE SCHEDULE

## LEVEL 1 PRICES



### L1-Summary Price Summary of Smart Zambia Phase I

NO.	Item	Price After Discount
1	Facility	17,547,568.59
2	DataCenter	14,161,353.17
3	Email System	2,498,592.00
4	ICT Talent Training	21,611,656.61
5	Telepresence system	4,483,924.75
6	Unified communication system	1,968,056.00
7	Assistant Maintenance Support	2,000,000.00
8	Freight and insurance	1,280,000.00
	Total	65,551,151.12



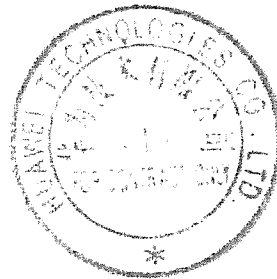
Republic of Zambia

Smart Zambia Phase I

# National ICT Development Project

National DataCenter&ICT Talent Training

EQUIPMENT, SERVICE LIST AND PRICE SCHEDULE



HUAWEI

HUAWEI TECHNOLOGIES CO., LTD.

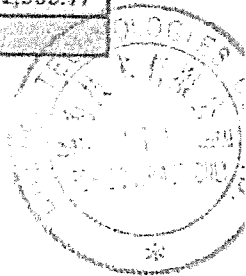
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### L3 Price Table OF Data Center Facility L1

No.	Item	Total Price(USD)
1	National Data Center	
1.1	Modular Data Center	3,995,009.76
1.2	None Modular Part	3,069,670.01
	<i>SubtotalPrice</i>	<i>7,064,679.77</i>
2	Backup Data Center	
2.1	Modular Data Center	1,933,137.12
2.2	None Modular Part	1,440,486.81
	<i>SubtotalPrice</i>	<i>3,373,623.93</i>
3	DR Data Center	
3.1	Modular Data Center	1,343,883.20
3.2	None Modular Part	1,102,416.52
	<i>SubtotalPrice</i>	<i>2,446,299.72</i>
3	Service(Exclusive VAT)	
3.3	Engineering, Design and Integration Service	1,399,890
3.4	Maintenance Service	3,264,076
	<i>SubtotalPrice</i>	<i>4,662,965.17</i>
<b>Total Price</b>		<b>17,547,568.59</b>

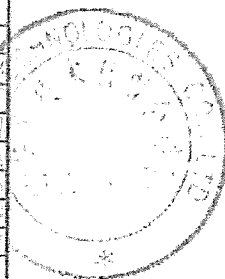


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**L2-SUMMARY**  
**SUMMARY TABLE OF SMART ZAMBIA PHASE I**

No.	Item	Price After Discount(USD)
1	Facility	
1.1	National Data Center	7,064,679.77
1.2	Backup Data Center	3,373,623.93
1.3	DR Data Center	2,446,299.72
1.4	Service(Exclusive VAT)	4,662,965.17
	<b>SubtotalPrice</b>	<b>17,547,568.59</b>
2	DataCenter	
2.1	Server	1,256,735.00
2.2	Storage	4,272,515.44
2.3	Switch & Security & LB & VPN	1,244,848.00
2.4	PC & laptop	647,572.15
2.5	DC IT management system(Software)	3,079,682.58
2.6	Virtual sofeware	2,660,000.00
2.8	Service(Exclusive VAT)	1,000,000.00
	<b>SubtotalPrice</b>	<b>14,161,353.17</b>
3	Email system	
3.1	Coremail Sofeware	2,068,100.00
3.2	OS	4,492.00
3.3	DB Software	52,000.00
3.4	other Software	24,000.00
3.5	Service(Exclusive VAT)	350,000.00
	<b>SubtotalPrice</b>	<b>2,498,592.00</b>
4	ICT Talent Training	
4.1	ICT Talent Development Consulting Service	426,420.00
4.2	Certification System Consulting Service	365,364.00
4.3	ICT Certification Exam Voucher	113,700.00
4.4	Courseware License of ICT Curriculum System	2,907,221.00
4.5	Train the Trainer Service (Faculty system)	1,958,654.80
4.6	Teacher International Exchange	883,080.00
4.7	LMS	2,845,040.00
4.8	Interior Decoration	1,350,000.00
4.9	Training Lab Equipment	10,762,176.81
	<b>SubtotalPrice</b>	<b>21,611,656.61</b>
5	Telepresence system	
5.1	Telepresence	2,737,125.00
5.2	ViewPoint 8650-MCU	369,925.40
5.3	SMC 2.0(6706096)	272,548.75
5.4	Spare Parts	825.60
5.5	Service(Exclusive VAT)	1,103,500.00
	<b>SubtotalPrice</b>	<b>4,483,924.75</b>
6	Unified communication system	
6.1	eSpace U1980(V100R001)	409,056.00
6.2	eSpace IP Phone(V100R001)	1,014,000.00
6.3	Service(Exclusive VAT)	545,000.00
	<b>SubtotalPrice</b>	<b>1,968,056.00</b>
6	Assistant Maintenance Support	
6.1	Assistant Maintenance Support for two years(Exclusive VAT)	2,000,000.00
	<b>SubtotalPrice</b>	<b>2,000,000.00</b>
7	Freight and insurance	
7.1	Freight and insurance	1,280,000.00
	<b>SubtotalPrice</b>	<b>1,280,000.00</b>
<b>Total Price</b>		<b>65,551,151.12</b>

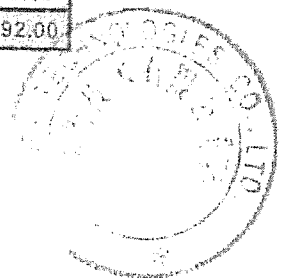


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### L3-Price Table Email system

No.	Item	Total Price(USD)
1	Coremail Software	
1.1	Software-Coremail-standard packe-12000Users	1,058,200
1.2	Software-Coremail-value added-E-mail search engine	171,640
1.3	Software-Coremail-value added-advanced API Development packet	121,820
1.4	Software-Coremail-value added-Network drives and file transfer station	155,820
1.5	Software-Coremail-value added-Organization Contacts	171,640
1.6	Software-Coremail-value added-Mail monitoring and audit	121,640
1.7	Software-Coremail-value added-Phone mail (WAP/SMS)	267,340
	<b>SubtotalPrice</b>	<b>2,068,100.00</b>
2	OS	
2.1	RHEL AS 5.0 X86	4,492
	<b>SubtotalPrice</b>	<b>4,492.00</b>
3	DB Software	
3.1	MySQL 5.5 for linux server	52,000
	<b>SubtotalPrice</b>	<b>52,000.00</b>
4	other Software	
4.1	Rose HA for Linux AS5(for tow server, one active, one standby)	240,000
	<b>SubtotalPrice</b>	<b>24,000.00</b>
5	Service(Exclusive VAT)	
5.1	Engineering and Integration Service	150,000.00
5.2	Maintenance Service	200,000.00
	<b>SubtotalPrice</b>	<b>350,000.00</b>
	<b>TOTAL PRICE</b>	<b>2,498,592.00</b>

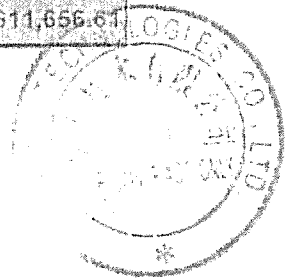




### L3 PriceTable OF DataCenter Equipment

No.	Item	Total Price(USD)
1	Server	
1.1	Hardware	1,006,735.00
1.2	OS	250,000.00
	SubtotalPrice	1,256,735.00
2	Storage	
2.1	Hardware&Software license	368,505.03
2.2	Backup Software	587,452.44
	SubtotalPrice	4,272,515.44
3	Switch & Security & LB & VPN	
3.1	Hardware	1,244,848.00
	SubtotalPrice	1,244,848.00
4	PC & laptop	
4.1	Hardware&OS	647,572.15
	SubtotalPrice	647,572.15
5	DC IT management system(Software)	
5.1	Software	3,079,682.58
	SubtotalPrice	3,079,682.58
6	Virtual sofeware	
6.1	Platform Software	800,000.00
6.2	Platform License	1,860,000.00
	SubtotalPrice	2,660,000.00
7	Service(Exclusive VAT)	
7.1	Engineering and Integration Service	350,000.00
7.2	Maintenance Service	650,000.00
	SubtotalPrice	1,000,000.00
Total Price		14,161,353.17

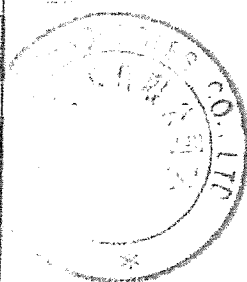
	Transmission Equipment	2,568,041.14
	LTE Equipment	2,073,425.88
	Special Discount	-503,270.29
	<i>Exclusive VAT Subtotal</i>	10,762,176.81
	<b>Grand Total Training Service (Exclusive VAT)</b>	<b>21,611,656.61</b>





### L3 PriceTable OF ICT Talent Training

HUAWEI OFFER FOR ZAMBIA NATIONAL ICT TALANT TRAINING		
NO.	Item	Total Price(USD)
1	ICT Talent Development Consulting Service	
	Consulting Service	388,800.00
	Others	37,620.00
	Exclusive VAT Subtotal	426,420.00
2	Certification System Consulting Service	
	Consulting Service	346,464.00
	Others	18,900.00
	Exclusive VAT Subtotal	365,364.00
3	ICT Certification Exam Voucher	
	Exam Voucher	113,700.00
	Exclusive VAT Subtotal	113,700.00
4	Courseware License of ICT Curriculum System	
	Certification Course	1,560,372.00
	Non-Certification Course	808,145.00
	Web Based Training	538,704.00
	Exclusive VAT Subtotal	2,907,221.00
5	Train the Trainer Service (Faculty system)	
	TTT-Certification Course	798,845.80
	TTT-Non-Certification Course	605,359.00
	TTT-Third Party Course	554,450.00
	Exclusive VAT Subtotal	1,958,654.80
6	Teacher International Exchange	
	Training Fee	622,080.00
	Others	261,000.00
	Exclusive VAT Subtotal	883,080.00
7	LMS	
	Hardware System of Servers	234,000.00
	LMS IT Software	1,476,000.00
	Project Implementation Service	507,240.00
	After Sales Service	513,000.00
	Others	114,800.00
	Exclusive VAT Subtotal	2,845,040.00
8	Interior Decoration	
	Interior Decoration of Classroom	450,000.00
	Interior Decoration of Lab	450,000.00
	Interior Decoration of Library	450,000.00
	Exclusive VAT Subtotal	1,350,000.00
9	Training Lab Equipment	
	GSM Equipment	721,151.52
	UMTS Equipment	1,245,744.48
	PS Equipment	3,045,412.50
	CS Equipment	1,138,156.15
	Cloud computing Equipment	438,691.45
	Datacom Equipment	34,824.00

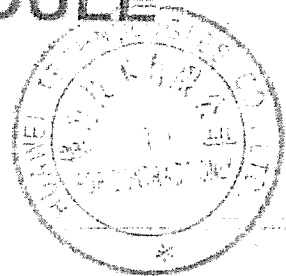


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## Annex 2

# IMPLEMENTATION SCHEDULE



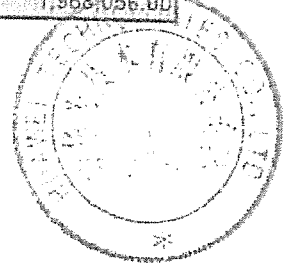
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L3 PriceTable OF Unified Communication

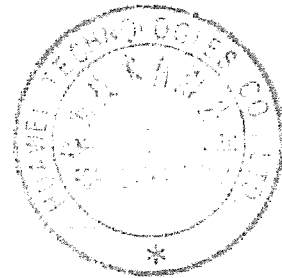
NO.	Description	Total price(USD)
1	eSpace U1980(V100R001)	409,056.00
	eSpace U1980 Hardware	12,656.00
	eSpace U1900 Bundle License	396,400.00
2	eSpace IP Phone(V100R001)	1,014,000.00
	6850 IP Phone	1,014,000.00
3	Service(Exclusive VAT)	545,000.00
	Engineering and Integration Service	125,000.00
	Maintenance Service	420,000.00
TOTAL PRICE		1,968,056.00



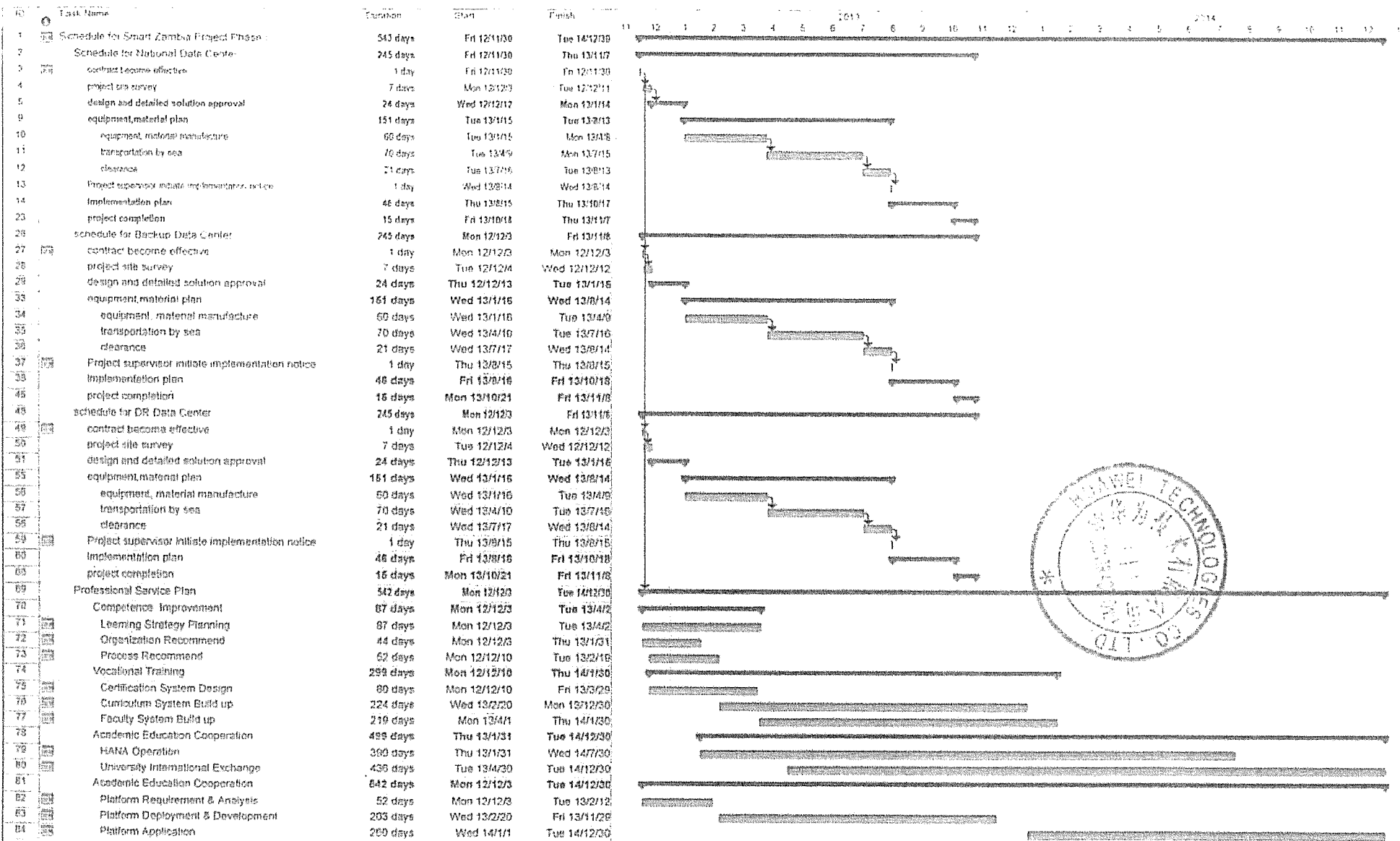
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# Annex 3

## RESPONSIBILITY MATRIX



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Republic of Zambia

Smart Zambia Phase I

## National ICT Development Project

National DataCenter&ICT Talent Training

# RESPONSIBILITY MATRIX



HUAWEI

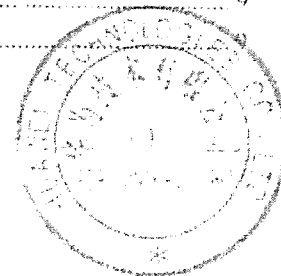
Huawei Technologies Co., Ltd.

July, 2012



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## 1 Introduction

This document specifies the division of responsibility between Huawei and OWNER for the implementation of the Smart Zambia Phase I Project.

The Responsibility Matrix states different areas of activities within the project and clarifies the division of responsibility between OWNER and Huawei. It is to be agreed upon, in details, during contract negotiations. Adding, removal or moving of activities may be done after signed agreement between the parties. If any task is not included in the table below Huawei and OWNER should negotiate about it.

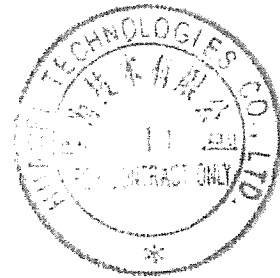
For the tasks listed below the responsibility can be with:

R = Responsibility for performing the deliverables by OWNER / Huawei

A = Approval to be given by OWNER / Huawei

S = Support to be given by OWNER / Huawei

I = Information to be given by OWNER / Huawei



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## 2 Network Planning

No.	Item	Provided by	
		Huawei	Owner
1	Network Design		
1.1	Network topology design	R	S
1.2	Specify network quality, capacity and coverage objectives	S	R
1.3	Transmission bandwidth and resource requirement	S	R
1.4	Transmission bandwidth and resource provided	R	S
1.5	Approval of network design parameters	I	A
2	IP's data Design		
2.1	IP address Design	I	A
2.2	VPN Design	R	S
2.3	VLAN in the LAN network Design	R	S
2.4	Device and link interface naming (Incl. server)	S	R
2.5	Internet link and public IP address	S	I
2.6	Routing design	R	S
2.7	QoS design	R	S
2.8	Security design	R	
2.9	Approval of IP's data Design	I	

## 3 Data Center Design and Installation

No.	Item	Provided by	
		Huawei	Owner
1	Site Requirement		
1.1	Equipment room and Server Room environment requirement	R	S
1.2	Approval of Site requirement		A
2	Site Preparation		
2.1	Architectural		
2.1.1	Data Center site selection	S	R
2.1.2	Data Center Building structure or lease		R
2.1.3	Data Center Building lightning protection		R
2.1.4	Data Center Building Related all works(such as wall, roof, floor, window, ceiling, doors, and etc.)		R



No.	Item	Provided by	
		Huawei	Owner
2.1.5	Data Center Room Interior wall, floor, ceiling, window sealing, lighting system, doors and other civil work readiness	S	R
2.1.6	Shipping and receiving area		R
2.1.7	Entry lobby or Reception		R
2.1.8	Administrative offices		R
2.1.9	Security office		R
2.1.10	Restroom		R
2.2	Electrical System		
2.2.1	Main power Introduction to building(utility power)		R
2.2.2	Power transformer		R
2.2.3	Diesel Generator	R	
2.2.4	Diesel Fuel Storage System	R	
2.2.5	Data Center Room ATS System	R	S
2.2.6	UPS, UPS below Power Distribution, Bus Bar Trucking (for Rack Room Area)	R	
2.2.7	Transient Voltage Surge Suppression (Rack Room Area)	R	
2.2.8	Grounding and bonding (Rack Room Area)	R	
2.2.9	PDF / PDU (for Rack Room Area)	R	
2.3	Mechanical		
2.3.1	CRAC In-door Units	R	
2.3.2	CRAC Out-door Units	R	
2.3.3	Fire suppression System(Rack Room Area FM200 Gas Fire Suppression System)	R	S
2.3.4	CCTV System( Rack Room Area )	R	
2.3.5	CCTV System(Modular Data Center with one Cam in Cold Aisle )	R	
2.3.6	Access Control System( Rack Room Area)	R	
2.3.7	Access Control System(Modular Data Center 2 slide doors)	R	
2.3.8	Management System(Modular data center)	R	
2.4	Telecommunication		
2.4.1	Diversified telecom cable lead-in to Rack Room		R

No.	Item	Provided by	
		Huawei	Owner
2.4.2	Racks & Cabling system (for Rack Room Area)	R	
2.5	Fire Suppression		
2.5.1	Fire Suppression System of Equipment Room, Power Room	P	
2.5.2	Fire Suppression System for non-data center area		P

#### 4 Manufacture and Delivery of Equipment

No.	Item	Provided by	
		Huawei	Owner
1	Manufacturing & Production	R	
2	Delivery of equipment, documentation and tools according to the contract	R	
3	Provide relevant authorizing / supporting documentation within schedule for custom clearance and get the exemption list	S	R
4	The insurance for international transportation	R	
5	Customs clearance		R
6	Payment of customs duty and VATs for equipment		R
7	Payment of any custom clearance related fees, charges with invoice. These fees and charges include but not limited to agent fees, destination inspection fees, port charges, documentation fees, Storage, demurrage, handling charge, wharfage fees etc		R
8	Delivery from port to Huawei warehouse		R
9	Receive cargos and delivery cargos from Huawei warehouse to sites	R	
10	Unpacking at sites and disposal of waste	R	
11	Insurance from warehouse to sites		P

#### 5 IT equipment Installation

No.	Item	Provided by	
		Huawei	Owner
1	Power Supply Cable		
1.1	Provide and install the power cable from power supply distribution cabinet and multifunction connector bar to network server storage kvm	R	

No.	Item	Provided by	
		Huawei	Owner
	and load balance equipment.		
1 2	Provide and install power cable among customer power supply equipment.		R
2	<b>Protection Grounding</b>		
2 1	Provide and install grounding bar in the equipment room.		R
2 2	Install protection grounding wire among customer power supply equipment.		R
2 3	Install protection grounding wire between IT equipment provided by HUAWEI and grounding bar.	R	
3	<b>Structured Cable</b>		
3 1	Provide and install Cable ladder for the equipment	R	
3.2	Provide and install Cable Frame for the equipment	R	
4	<b>Fire Protection</b>		
4 1	Provide and install fire protection in the equipment room		R
5	<b>Installation Environment and Connector</b>		
5 1	Provide the fitment in the equipment room		R
5.2	Provide the raised floor in the equipment room		R
5 3	Provide and install the video monitor system and access control system in the equipment room		R
5.4	Provide the fresh air system in the equipment room		R
5 5	Install connection line and joint of the equipment provided by HUAWEI this time.	R	
5 6	Install connection line and joint among the equipment provided by customer.		R
5 7	Provide and install air conditioner		R
5 8	Provide and install the lighting equipment in the equipment room.		R
6	<b>Security Component Delivery</b>		
6 1	Delivery of equipment, documentation and tools according to the contact of the security component	R	
7	<b>Server Component Delivery</b>		



No.	Item	Provided by	
		Huawei	Owner
7.1	Delivery of equipment, documentation and tools according to the contact of the Server component	R	
8	Storage Component Delivery		
8.1	Delivery of equipment, documentation and tools according to the contact of the storage component	R	
9	Transport Vehicles		
9.1	Provide enough transport vehicles and passes for the seller's constructors' easy access to the site		R

## 6 Professional Service

### 6.1 ICT Talent Development Consulting Service

No.	Item	Provided by	
		Huawei	Owner
1	Strategy Consulting Service		
1.1	Business alignment	R	S
1.2	Strategy seminar	R	S
1.3	Implementation seminar	R	S
2	Organization and Process Consulting Service		
2.1	Business value chain analysis	R	S
2.2	Organization design	R	S
2.3	Process setting	R	S

### 6.2 ICT Certification System Consulting Service

No.	Item	Provided by	
		Huawei	Owner
1	ICT Certification System Consulting Service		
1.1	Job task analysis	R	S
1.2	Exam item writing	R	
1.3	Beta test & analysis	R	S
1.4	Cut score setting	R	S
1.5	Exam launch	R	A



## 6.3 ICT Certification Exam Voucher

No.	Item	Provided by	
		Huawei	Owner
1	ICT Certification Exam Voucher		
1.1	Exam Voucher	R	-

## 6.4 Courseware License of ICT Curriculum System

No.	Item	Provided by	
		Huawei	Owner
1	Courseware License of ICT Curriculum System		
1.1	Certification Course	R	-
1.2	Non-Certification Course	R	
1.3	Third-Party Training	R	

## 6.5 Train the Trainer Service

No.	Item	Provided by	
		Huawei	Owner
1	Train the Trainer Service (Faculty system)		
1.1	Selection interview	S	R
1.2	Solution design	R	S
1.3	Technical learning	R	-
1.4	Local internship	S	R
1.5	Trial lecture	R	-
1.6	Assisted teaching	R	S
1.7	Certification	R	-
1.8	Remote answering	R	S

## 6.6 Teacher International Exchange

No.	Item	Provided by	
		Huawei	Owner
1	Teacher International Exchange		
1.1	Provide Exchange Plan	R	I
1.2	Registration	-	R
1.3	Travel Arrangements	S	R
1.4	Coordination with International Universities	R	S
1.5	Training	R	S

## 6.7 LMS (Learning Management System)

No.	Item	Provided by	
		Huawei	Owner
1	LMS (Learning Management System)		
1.1	Hardware System of Servers	R	
1.2	LMS IT Software	R	
1.3	Project Implementation Service	R	
1.4	After Sales Service	R	S

## 6.8 Interior Decoration

No.	Item	Provided by	
		Huawei	Owner
1	Interior Decoration		
1.1	Interior Decoration of Classroom	R	
1.2	Interior Decoration of Lab	R	
1.3	Interior Decoration of Library	R	

## 6.9 Training Lab Equipment

No.	Item	Provided by	
		Huawei	Owner
1	Training Lab Equipment		
1.1	GSM Equipment	R	
1.1	UMTS Equipment	R	
1.2	PS Equipment	R	
1.3	CS Equipment	R	
1.4	Cloud computing Equipment	R	
1.5	Datacom Equipment	R	
1.6	Transmission Equipment	R	
1.7	LTE Equipment	R	
1.8	Special Discount	R	



Republic of Zambia

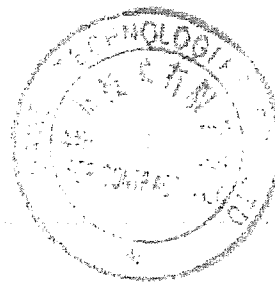


Smart Zambia Phase I

# National ICT Development Project

National DataCenter&ICT Talent Training

## ACCEPTANCE TEST PLAN (ATP)



HUAWEI

Huawei Technologies Co., Ltd.

July, 2012

## Annex 4

# ACCEPTANCE TEST PLAN

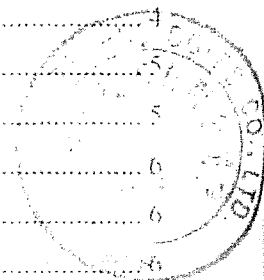


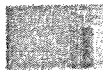




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**Exhibit 1: Sample Acceptance Test Schedule**

Activity	Planned Completion Date	Actual Completion Date	Deliverable/Checkpoint
Plan Acceptance Testing for National DC			Preliminary Acceptance Test Schedule
Identify Test Materials			Preliminary Acceptance Test Matrix
Establish Acceptance Test Environment			Acceptance Test Environment Inventory
Conduct Acceptance Test Readiness Review			Draft Acceptance Test Plan Matrix Completed Test Readiness Review Checklist
Execute Tests			Acceptance Test Progress
Complete Acceptance Testing			Acceptance Test Summary Report
Document Acceptance Testing			Final Acceptance Test Report

**3.3 Develop Acceptance Test Cases****3.3.1 Sources for Test Cases**

The acceptance test team uses the requirements, existing documentation, interviews, research, and actual execution of the existing test software to aid in development of the acceptance test cases. The acceptance test team reviews the software documentation, other documentation, and existing software to identify software components and features. The acceptance test team also attends requirements and design meetings and interviews persons involved in the system analysis, development, test, and operations to identify gaps and clarify questions.

**3.3.2 Structure for Acceptance Test**

Comprehensive acceptance test materials are a critical component of a successful acceptance test program. The acceptance test team uses a requirements-driven, structured approach to identify acceptance test data.

**3.3.3 Test Procedures Development**

Test procedures provide the testers with precise steps that should be followed to execute a test. Test procedures are essentially the recipe used to perform the test. Test cases are identified and documented as progressively detailed modules.



### 3.3.4 Testing Priority

Assigning a test priority provides built in mitigation for schedule risks. Therefore, prior to the test effort, the most critical system features are identified and assigned a priority level. The most critical items are tested first, followed by progressively less critical items. This ensures the critical items are tested when insufficient test time is allocated for acceptance testing. This approach also provides immediate feedback on the critical system features early in the acceptance test so the developers can begin addressing serious defects immediately. Any test cases and system features that are not tested are documented and provided in the Acceptance Test Summary Report.

### 3.3.5 Test Tools

For each system, the acceptance test team should list and describe the test tool that will be used for the acceptance test effort. Identify each tool, how it will be utilized, and the benefit of using that particular tool.

### 3.3.6 Acceptance Test Materials

As the acceptance test activities are performed, acceptance test plan materials are created and added to the acceptance test plan as appendices. Each test for a particular release has its own corresponding appendix, which is continuously updated throughout the acceptance test.

### 3.3.7 Develop Test Traceability Documentation

Test traceability is used to verify that functional requirements are accounted for, and tested in the delivered software. It provides traceability between the requirements and the test materials. The acceptance test team develops the traceability from the baselined requirements documents for the software.

## 3.4 Set Up the Acceptance Testing Environment

The acceptance test environment is not baselined until after the Acceptance Test Readiness Review (ATRR). The ATRR enables the acceptance test team, the stakeholders, and the system support contractors to identify and address missing or incorrectly configured hardware and software components.

### 3.4.1 Environment Preparation

In preparation for acceptance testing, the acceptance test team identifies and addresses missing or incorrectly configured hardware and software components. A pre-tested acceptance test environment facilitates the ability to begin acceptance testing immediately after the ATRR.

Preparatory activities involve constructing the actual acceptance test environment and installing the hardware and software, including the software to be tested, in order to ensure the configuration is correct. Changes need to be

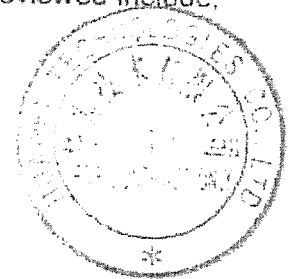


closely managed and controlled. Prior to an installation or configuration, the acceptance test team reviews a list of affected components and the planned installation or configuration activities. Deviations from the planned activities are recorded and reported to the acceptance test team. The acceptance test team begins acceptance testing by conducting an initial series of ad hoc, diagnostic tests designed to exercise the acceptance test environment and verify that major system software capabilities are available and functioning.

### 3.5 Conduct Acceptance Test Readiness Review (ATRR)

The ATRR is a critical acceptance testing checkpoint. At this review, the acceptance test team review the status of the System Test results and known problems, the developed system and its associated documentation, the planned acceptance testing, the acceptance test environment, and the support environment to determine whether or not to begin acceptance testing. With the Acceptance Test Plan as the guiding document, components reviewed include, but are not limited to:

- Software components
- Database
- Environmental components
- Documentation
- Known problems and outstanding issues from the System Test
- Inventory of the acceptance test environment



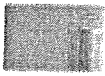
If the status of one or more of the components is unsatisfactory, the parties identify corrective actions and schedule another ATRR. If the status is acceptable, then testing will proceed.

### 3.6 Execute Tests

Acceptance test execution is an iterative process that begins with the initial execution of the planned tests. If no defects are discovered, then the test procedure has "passed." If defects are discovered, they are documented, jointly dispositioned by the CCB, corrected, and retested.

Ideally, acceptance testing continues until all the acceptance tests are successfully executed. However, the acceptance test team recognizes that the system has firm deadlines. Thus, early in acceptance testing, the acceptance test team focuses on critical functionality and new features. If test time expires before completion of the acceptance tests, the acceptance test team provides the Zambia government with a list of the untested tests along with a risk analysis regarding the untested functionality.

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### 3.6.1 Record Issues/Defects

As the acceptance test team identifies issues and defects, the acceptance test team records them. For each incident, the defect tracking system documents what occurred, how it occurred, when it occurred, the tester who discovered it, what system baseline was being used, and a preliminary assessment of the severity. At agreed upon intervals, the CCB meets to review the identified incidents and agree upon their prioritization and disposition. For severe errors, the parties may conduct a more immediate emergency meeting. The acceptance test team tracks and reports on open defects until they are closed.

### 3.6.2 Retesting Corrected Software

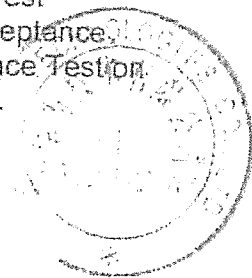
To control the acceptance test environment, the acceptance test team accepts software and patches containing issue and defect resolutions at mutually agreed upon intervals during the acceptance test execution. Accompanying the software correction, the acceptance test team receives an inventory of changed components, the defects corrected, evidence of unit and/or System Testing, and instructions for installing the correction.

Upon receipt of a software correction, the acceptance test team re-executes acceptance test procedures to retest each corrected defect. If the incident does not re-occur the acceptance test team recommends closure of the defect at the next incident review meeting. If the incident continues to occur, the acceptance test team informs the Zambia government and the development team and the defect remains open.

### 3.6.3 Document Acceptance Test Results

At the end of the acceptance test, the acceptance test team produces two reports summarizing the results of the acceptance test. The Test Summary Report is a short report summarizing the test activities, and identifies outstanding deficiencies and issues. The acceptance test team delivers this report on a mutually agreed upon timeframe shortly after the end of acceptance test. This report provides the Zambia government with information to make an informed system software acceptance or rejection decision.

The Acceptance Test Final Report is the detailed record of the acceptance test activities. It records which tests were performed, the pass/fail status of each test, and the discrepancies or issues found. In addition, the Acceptance Test Final Report identifies new tests added to the planned tests. The Acceptance Test Report is delivered as part of the appendix to the Final Acceptance Test Plan, a mutually agreed upon date at the conclusion of acceptance testing.





### 3.7 Conduct Acceptance Test Status Meetings

The Zambia government, acceptance test, and development contractor will meet periodically to discuss the status of acceptance testing. This will ensure any major issues or defects are identified in a timely manner so they can be resolved.

### 3.8 Acceptance Test Deliverables

The following is a list of deliverables produced during the acceptance test phase:

- Acceptance Test Plan
- Acceptance Test Schedule
- Acceptance Test Summary Report
- Acceptance Test Final Report

## 4 REPORTS

### 4.1 Interim Status Reporting

Exhibit 2: Sample Interim Status Report

INTERIM TEST STATUS REPORT					
Tester Names:				Date:	
Functional Areas	Number of tests executed	Subtotal of tests passed	Subtotal of tests failed	Percent Failed	Number of tests not tested
Functional Area 1					
Functional Area 2					
Functional Area 3					

TC  
J



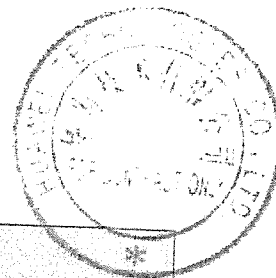
Functional Area 4				
-------------------	--	--	--	--

#### 4.2 Issue/Defect Reporting

Describe the issue problem reporting process. If available, refer to problem reporting procedures documentation. Also, identify any problem reporting tools being used. A sample report format is provided in Exhibit 3, however an alternative format generated from a tool may be substituted. Provide a list of the problem types and their description. The test problem reporting process includes:

- Identifying the problem
- Creating the software change request (SCR)
- Assigning a problem status and severity
- Monitoring the SCR resolution
- Verifying the results
- Closing resolved SCRs
- SCR status

Exhibit 3: Issue/Defect Report Sample



Issue/Defect Report			
Tester Name:		Software Version:	
Area of Software Impacted:		Preliminary Severity Assessment:	
Nature of Issue/Defect:			
What occurred:			
How did it occur:			
When did it			

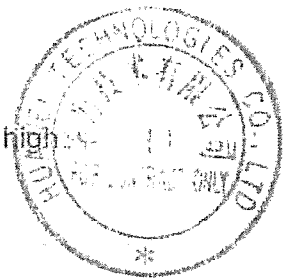
7C  
A

occur:		
Describe how to reproduce the error:		
<b>SCR Information</b>		
<b>Assigned SCR Number:</b>	<b>Severity:</b>	<b>Status:</b>

#### 4.3 Acceptance Test Summary Report

Describe the contents of the Acceptance Test Summary Report. The acceptance test team will deliver the Acceptance Test Summary Report no later than an agreed upon number of days after the end of acceptance testing. This report provides the client with the information to formulate an "accept" or "reject" decision. The information within the report includes:

- Total number of tests
- Subtotal number of tests executed
- Subtotal of number passed
- Subtotal of number failed
- Severity of failed test issues grouped by low, medium, or high
- Subtotal of number not tested
- Subtotal of tests no longer applicable
- Total number of SCRs
- Number of Open SCRs
- Number of SCRs not tested
- Number of unresolved SCRs
- Number of SCRs failed
- Number of SCRs resolved and tested
- Number of Closed SCRs
- Subtotal by level and open/closed status
- Number of software deliveries during testing





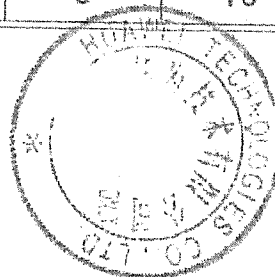


## Exhibit 4: Sample Acceptance Test Summary Report

ACCEPTANCE TEST SUMMARY REPORT								
Functional Areas	Total Number of Tests	Number of tests executed	Percent Complete	Subtotal of tests passed	Subtotal of tests failed	Percent Failed	Number of tests not tested	Total of tests no longer applicable
Functional Area 1	1418	1265	89.21%	1137	20	1.58%	148	5
Functional Area 2	2277	1062	46.64%	1055	17	1.60%	1213	2
Functional Area 3	845	834	98.70%	778	12	1.44%	10	1
Functional Area 4	455	450	98.90%	412	8	1.78%	5	0



SCR Information						
Total Number of SCRs	Number of Closed SCRs	Number of Open SCRs	Number of SCRs Not Tested	Number of Unresolved SCRs	Number of SCRs Failed	Number of SCRs Resolved and Tested
100	56	44	9	16	7	12



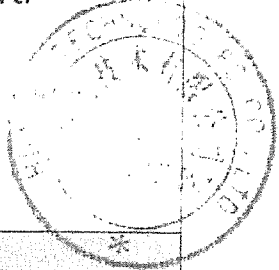


#### 4.4 Acceptance Test Final Report

Describe the contents of the Acceptance Test Final Report. The Acceptance Test Final Report is the detailed record of acceptance test activities. The testing performed, the pass/fail status of each test case, and discrepancies or issues found are recorded. At a minimum, the Acceptance Test Final Report includes:

- System name
- General description of the system test effort
- Details for each test along with traceability to the requirements
- Acceptance tester names and dates
- List of unresolved software defects and issues and their effects on the system, mitigation of the risks, or work-around

Exhibit 5: Acceptance Test Final Report Sample

ACCEPTANCE TEST FINAL REPORT			
System Name:		Date:	
General description of the acceptance test effort:			
			
Unresolved Defects			
Issue/Defect	Impact (H, M, L)	Risk Mitigation (If known)	Work Around (If known)

Handwritten signature and initials.



## 5 RISKS

Provide a list of the system test risks from the project's Risk Management Plan and the possible mitigation for those risks. These risks can be included as a separate section in this document, or referenced as part of the Risk Management Plan.

The following are typical, general overall acceptance test risks:

### 1. Insufficient test time –

- Risk: If the amount of time available is too short, the acceptance test team may not have enough time to complete acceptance testing or perform regression testing.
- Mitigation: Develop a critical path of tests, prioritized by importance.

### 2. Incomplete requirements -

- Risk: May result in insufficient testing of the system.
- Mitigation: Use the traceability matrices to track the testing/requirements relationship.

### 3. A test environment that is not the same as the production environment -

- Risk: May prevent the detection of some defects and issues.
- Mitigation: Note the differences and work to have them as close as possible.

## 6 Definition

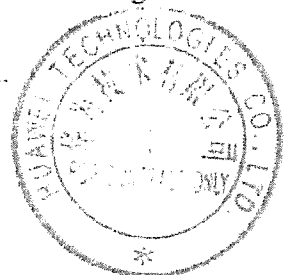
Unless otherwise specified, any terms defined in the Acceptance Test Plan shall have the meaning as defined

**Critical:** An item of this type would result in service or CDR interruption – all or a major part of call processing capabilities are lost

**Major:** An item of this type would result in service degradation – call processing capabilities continue but with reduced functionality or capacity

**Minor:** An item of this type would not result in service interruption or degradation in the System operations and functions

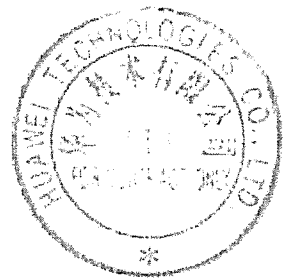
**Observation:** An item of this type is related to documentation.





SMART ZAMBIA PHASE I  
IMPLEMENTATION DOCUMENT

# CHANGE CONTROL PROCESS

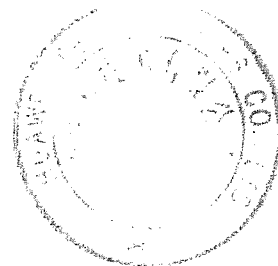


Huawei Technologies Co., Ltd.  
July, 2012

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## Annex 5

# CHANGE CONTROL PROCESS



04

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## CONTRACT CHANGE CONTROL PROCESS (HEREINAFTER NAMES VARIATION PROCEDURE)

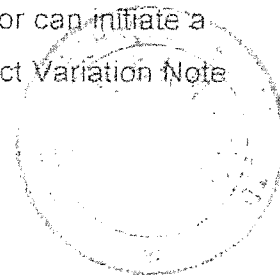
### 1 Introduction

In the course of project implementation, modifications to the existing Scope of Works or agreed Time Plan and Schedule of Works or deliverable services and/or material, as stipulated in the contract documents including the Contract Agreement, the Letter of Intent, the Tender, the Particular Conditions, the General Conditions, the letters and e-mails, the meeting minutes and any other documents composing part of the Contract, inevitably occur. As such, a well-established procedure is necessary to ensure that operational and financial effectiveness and efficiency of the project are achieved. However, the said procedure is intended to serve as a guideline which can be modified and adapted to cater to specific requirements of the project.

This contract variation procedure is one appendix of the main contract.

### 2 Definition of Variation

Variation means any change and/or modification to the existing Scope of Works or agreed Time Plan and Schedule of Works or deliverable services and/or material, as stipulated in the contract documents including the Contract Agreement, the Letter of Intent, the Tender, the Particular Conditions, the General Conditions, the letters and e-mails, the meeting minutes and any other documents forming part of the Contract. Said variations shall also pertain to modifications to the approved engineering plans, relocation, re-engineering and re-survey. Zambia and Contractor can initiate a variation. Whoever initiates the variation, the document Contract Variation Note (CVN) shall be used.



### 3 Procedure

In any Contract Variation situation it is important to know that almost all variations have implication on time schedule, costs & prices, contractual obligations, Zambia invoices, Zambia purchase orders, etc.



**a) Document Flow**

There will be one document used in the contract variation procedure, Contract Variation Note (CVN). CVN shall be used as the collection document for a proposed variation, which should be signed by both parties to confirm the changed issues. And the signed CVN is a formal document with equal sanction to the contract.

**b) Variations Originated from ZAMBIA**

**Request for Variation**

ZAMBIA's request for variation shall be forwarded to Contractor through the Contractor's Project Manager in the form of a "Contract Variation Note".

The Contract Variation Note shall contain the following information:

Who, within the ZAMBIA organisation, has issued and approved the variation request,

ZAMBIA references,

Brief description of the proposed variation and the reason for the same,

Supporting technical documents as attachments (i.e. drawings, specifications, etc.),

Contractual references if applicable.

Contractor shall advise ZAMBIA within a reasonable period of time on the following:

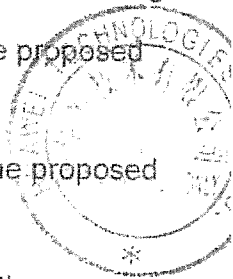
The estimated cost and impact on time scale for acceptance of the proposed variation

Whether it has some questions or needs further clarifications on the proposed variation, or

Whether it has rejected the proposed variation and the reason for the same.

The costs involved shall be based on the unit prices agreed between ZAMBIA and Contractor before any actual variation is adopted.

Upon reaching an agreement on the issues of the new time table required for acceptance and/or variation in price, both ZAMBIA and Contractor shall sign the Contract Variation Note to implement the changed work.







## CHANGE CONTROL PROCESS



The effectivity and commencement of the lead-time reflected in the variation note shall be from the date of acceptance and signature of the duly accomplished Contract Variation Note by both parties.

### c) Variations Originated from Contractor

In general the same procedure as when ZAMBIA requests a variation shall be followed. The difference is only who initiates the Contract Variation Note.

### d) Execution of Approved Variation

Basically no variation can be implemented without the consent from ZAMBIA and/or the contractor's Project Manager. And the schedule for execution should be calculated after the subscription by the authorised personnel of the parties

The contractor's Project Manager is responsible for the performance of the variation execution activities.

## 4 Terms and Conditions

Both parties shall mutually agree on the terms and conditions for each Contract Variation Note, including but not limited to following:

Scope

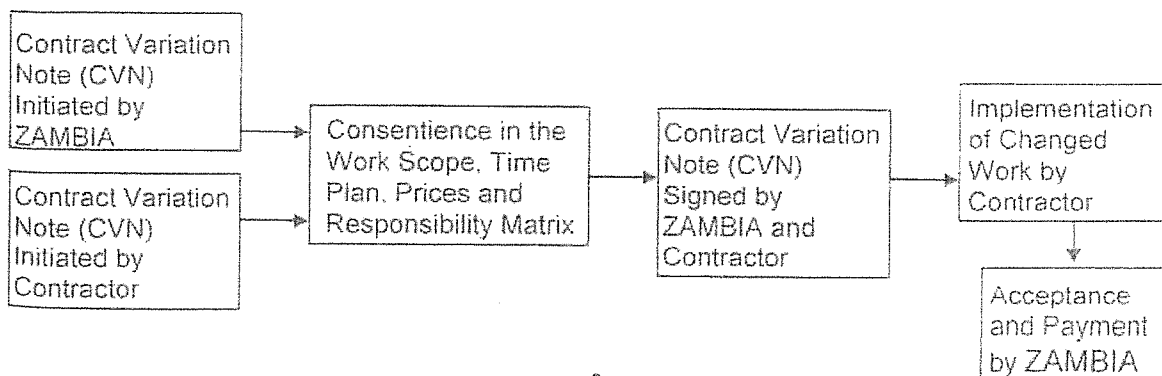
Time Plan

Prices

Responsibility matrix

Normally, the unit prices for changed work should be based on the contract. If there is no reference price for the variational work, the contractor should submit new quotation to ZAMBIA.

## 5 Contract Variation Procedure



### 6 Additional/ Optional Works

It is acknowledged by both parties that the quantity of additional/ optional work can but be validated in the detailed design and implementation.

All the additional/ optional works should be approved by the site engineers from both parties in the form of site instruction or quantity confirmation.

### 7 Designator of Two Parties

The Contract Variation Note should be signed by the following designators of both parties. And the CVN should be effective with one signature from each party.

By ZAMBIA	By Huawei
	Account Manager
	Project Manager

