

**NATIONAL PENSION SCHEME AUTHORITY**



**BIDDING DOCUMENT**

**NAPSA/DI/05/18: PROVISION OF PROPERTY AND FACILITIES MANAGEMENT  
SERVICES AT THE ECL MALL AND FREEDOM OFFICE PARK KITWE**

**National Pension Scheme Authority**  
Cnr Kabelenga / Church Road  
P.O Box 51275  
Lusaka, Zambia.

Tel numbers are (+260)–211– 225226  
Telefax number (+260)– 211 – 225226

**JUNE 2018**

**CONTENTS**

**Section I. Instructions to Bidders .....8**

**Section II. Bid Data Sheet .....20**

**Section III. Evaluation and Qualification Criteria.....24**

**Section IV. Bidding Forms.....28**

**Section V. Eligible Countries.....36**

**Section VI. Schedule of Requirements .....37**

**Section VII. Terms of Reference...../38**

**Section VIII. Sample Contract.....53**

**Section VIII. Contract Forms .....75**



## INVITATION FOR BIDS (IFB)

### **NAPSA/DI/05/18: PROVISION OF PROPERTY AND FACILITIES MANAGEMENT SERVICES AT THE ECL MALL AND FREEDOM OFFICE PARK KITWE**

#### **NAPSA/DI/05/18: PROVISION OF PROPERTY AND FACILITIES MANAGEMENT SERVICES AT THE ECL MALL AND FREEDOM OFFICE PARK KITWE.**

1. The National Pension Scheme Authority (NAPSA) wishes to engage a firm to Provide Property and Facilities Management Services for the ECL Mall and the Freedom Office Park, for the National Pension Scheme Authority
2. NAPSA now invites sealed bids for the provision of Property and Facilities Management Services for the ECL Mall and the Freedom Office Park, for the National Pension Scheme Authority on a (3) three years running contract basis subject to review annually for possible renewal based on satisfactory performance.
3. The bidding documents may be inspected at the National Pension Scheme Authority, 1<sup>st</sup> Floor, Levy Business Park Office Block, Cnr of Kabelenga and Church Roads, P.O. Box 51275, Lusaka, Zambia. The telephone number are + 260 (211) 225226 and 260 (01)395044
4. The bidding documents may be purchased by interested bidders from the National Pension Scheme Authority, 1<sup>st</sup> Floor, Levy Business Park Office Block, Cnr Kabelenga and Church Roads, P.O Box 51275, Lusaka upon payment of a non-refundable fee of **K1000.00** or its equivalent.
5. Bidders will be evaluated based on the Preferential Procurement Margin Clause for bidders registered with the Citizen Economic Empowerment Commission (CEEC) as follows:
  - a) For a citizen influenced company, by **4%** (four percent)
  - b) For a citizen empowerment Company, by **8%** (eight percent); and
  - c) For Citizen influenced Company, by **12%** (twelve percent)
6. Sealed and properly bound bids must be deposited in the Tender box situated at the Ground Floor, Levy Business Park Office Block, Cnr of Kabelenga and Church Roads, Lusaka, clearly marked, **“NAPSA/DI/05/18 Provision of Property and Facilities**

**Management Services for the ECL Mall and the Freedom Office Park, for the National Pension Scheme Authority,”** addressed to the Director-General and must be received not later than **Friday 6<sup>th</sup> July 2018 at 10:30 Hours local time. HOWEVER, TELEGRAPHIC OR TELEFAX BIDS WILL NOT BE ACCEPTED.**

7. The bids must be accompanied by a Bid Securing Declaration signed by a representative with power of attorney.
8. The closing date for the receipt of bids is **Friday 6<sup>th</sup> July 2018 at 10:30 Hours local time** and any bids received after the time and date stipulated above will not be accepted. The bids will be opened soon after closing in the Meeting Room situated at the **Ground Floor, Levy Business Park Office Block, Cnr of Kabelenga and Church Roads, Lusaka;** in the presence of bidders or their representatives who choose to attend.
9. Bidders should pay attention to the following information:

<b>Item No.</b>	<b>Description of Item</b>	<b>Date</b>
1	Date and Time of commencement of inspection/sale of Bidding Documents	<b>Thursday 31<sup>st</sup> May 2018 at 14:00 hours.</b> Bidders are advised to inspect and purchase the bidding documents at a non-refundable fee of <b>K1,000.00</b> or its equivalent.
2	Last Date for requesting any clarifications	14 days before the closing date.
3	Pre- bid and site visit Meeting Date, Time and Place	All participating bidders are required to attend a Pre-Bid and Site Visit Meeting on <b>Friday 15<sup>th</sup> June 2018 at 10:00 hours</b> at the <b>ECL Mall and the Freedom Office Park Kitwe,</b>
4	Last Date and Time for receipting of bids at NAPSA (Address as given above)	<b>Friday 6<sup>th</sup> July 2018 at 10:30 hours.</b>
5	Date and Time of opening of bids	<b>Friday 6<sup>th</sup> July 2018 at 10:30 hours</b>

Secretary  
**Management Procurement Committee**  
**For/Director General**  
**NATIONAL PENSION SCHEME AUTHORITY**

## Table of Clauses

General	7
1    Scope of Bid .....	7
2    Source of Funds .....	7
3    Fraud and Corruption.....	7
4    Eligible Bidders .....	8
5    Eligible Goods and Related Services.....	8
Contents of Bidding Documents .....	9
6    Sections of Bidding Documents .....	9
7    Clarification of Bidding Documents.....	9
8    Amendment of Bidding Documents .....	9
Preparation of Bids .....	10
9    Cost of Bidding.....	10
10   Language of Bid .....	10
11   Documents Comprising the Bid.....	10
12   Bid Submission Form and Price Schedules .....	10
13   Alternative Bids .....	10
14   Bid Prices and Discounts .....	10
15   Documents Establishing the Eligibility of the Bidder .....	11
16   Documents Establishing the Conformity of the Goods and Related Services .....	11
17   Documents Establishing the Qualifications of the Bidder .....	11
18   Period of Validity of Bids.....	12
19   Bid Security .....	12
20   Format and Signing of Bid.....	12
Submission and Opening of Bids.....	13
21   Submission, Sealing and Marking of Bids.....	13
22   Deadline for Submission of Bids .....	13
23   Late Bids.....	13
24   Withdrawal, Substitution, and Modification of Bids .....	13
25   Bid Opening.....	14
Evaluation and Comparison of Bids .....	14
26   Confidentiality .....	14
27   Clarification of Bids .....	15
28   Responsiveness of Bids .....	15
29   Non-conformities, Errors, and Omissions .....	15
30   Preliminary Examination of Bids .....	16
31   Examination of Terms and Conditions; Technical Evaluation .....	16
32   Evaluation of Bids .....	16
33   Comparison of Bids .....	17
34   Post-qualification of the Bidder.....	17
35   Procuring Entity’s Right to Accept Any Bid, and to Reject Any or All Bids .....	17

Award of Contract..... 17

36 Award Criteria .....17

37 Procuring Entity’s Right to Vary Quantities at Time of Award .....17

38 Notification of Award.....17

39 Signing of Contract.....17

40 Performance Security.....18

## Section I. Instructions to Bidders

### General

#### 1 Scope of Bid

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

#### 2 Source of Funds

- 2.1 The Procuring Entity **specified in the BDS** has set aside budget (hereinafter called “funds”) toward the cost of the project **named in the BDS**. The Procuring Entity intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued for the name of project indicated in the BDS.
- 2.2 Payments by Procuring Entity will be made only at the request of the Contract Manager.

#### 3 Fraud and Corruption

- 3.1 Government requires that Procuring Entities (including beneficiaries of the funds), as well as bidders, suppliers, contractors, and consultants under Government-financed contracts or where Government has majority shareholder, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, Government:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
    - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
    - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, noncompetitive levels; and
    - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

- (c) will sanction a firm or individual, including suspending or barring a bidder or supplier in accordance with Sections *sixty-five*, *sixty-six* and *sixty-seven* of the Public Procurement Act of 2008 and in accordance with regulations 162 to 167 of the Public Procurement Regulations of 2011. A bidder or supplier aggrieved by such a decision, may appeal in accordance with Section *sixty-nine* of the Public Procurement Act of 2008; and
- (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by Government, requiring bidders, suppliers, contractors and consultants to permit Government to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by Government.

#### **4 Eligible Bidders**

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
  - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;
- 4.3 A Bidder that is under a declaration of ineligibility by ZPPA in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified in the BDS.
- 4.4 Government-owned enterprises shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of Government.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

#### **5 Eligible Goods and Related Services**

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



- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” including services such as insurance, installation, testing, commissioning, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **Contents of Bidding Documents**

### **6 Sections of Bidding Documents**

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

#### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

#### **PART 2 Supply Requirements**

- Section VI. Schedule of Requirements

#### **PART 3 Contract**

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

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

### **7 Clarification of Bidding Documents**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity’s address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2.

### **8 Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Procuring Entity.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2

## **Preparation of Bids**

### **9 Cost of Bidding**

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

### **10 Language of Bid**

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

### **11 Documents Comprising the Bid**

- 11.1 The Bid shall comprise the following:
  - (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12 and 14;
  - (b) Bid Security in accordance with ITB Clause 19, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20;
  - (d) documentary evidence in accordance with ITB Clauses 16 and 27, that the Goods and Related Services conform to the Bidding Documents;
  - (e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
  - (f) any other document **specified in the BDS**.

### **12 Bid Submission Form and Price Schedules**

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

### **13 Alternative Bids**

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

### **14 Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

- 14.2 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment, as appropriate, shall be applied in accordance with ITB Clause 29.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 Prices shall be quoted in Zambian Kwacha, inclusive of all taxes and duties (Delivered Duties Paid).
- 14.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- 14.7 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise **indicated in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

## **15 Documents Establishing the Eligibility of the Bidder**

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

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

- 16.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 16.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.
- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

## **17 Documents Establishing the Qualifications of the Bidder**

- 17.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:
  - (a) that, if required in the BDS, in case of a Bidder not doing business within Zambia, the Bidder is or will be (if awarded the contract) represented by an Agent in Zambia equipped and able

- to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (b) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

## **18 Period of Validity of Bids**

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

## **19 Bid Security**

- 19.1 The Bidder shall furnish as part of its bid, a Bid Security, as **specified in the BDS**.
- 19.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Zambian Kwacha, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the bidder. If the institution issuing the bond is located outside Zambia, it shall have a correspondent financial institution located in Zambia to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
  - (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 19.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2.
- 19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.1, shall be rejected by the Procuring Entity as non-responsive.
- 19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 40.
- 19.5 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 39;
    - (ii) furnish a Performance Security in accordance with ITB Clause 40.
- 19.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned.

## **20 Format and Signing of Bid**

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit three copies of the

bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 20.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### **Submission and Opening of Bids**

#### **21 Submission, Sealing and Marking of Bids**

- 21.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically.
  - (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 20.2 and 20.3.
  - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 21.2 The inner and outer envelopes shall:
  - (a) Bear the name and address of the Bidder;
  - (b) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 22.1;
  - (c) bear the specific identification of this bidding process indicated in ITB Sub-Clause 1.1 and any additional identification marks as specified in the BDS; and
  - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1.
- 21.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

#### **22 Deadline for Submission of Bids**

- 22.1 Bids must be received by the Procuring Entity at the address and no later than the date and time specified in the BDS.
- 22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **23 Late Bids**

- 23.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

#### **24 Withdrawal, Substitution, and Modification of Bids**

- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 10, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
  - (b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## **25 Bid Opening**

- 25.1 The Procuring Entity shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 21.1, shall be as **specified in the BDS**.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.
- 25.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

## **Evaluation and Comparison of Bids**

### **26 Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 26.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

## **27 Clarification of Bids**

- 27.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the bids, in accordance with ITB Clause 29.

## **28 Responsiveness of Bids**

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

## **29 Non-conformities, Errors, and Omissions**

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

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 29.4 If the Bidder that submitted the best-evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited or its Bid-Securing Declaration executed.

### **30 Preliminary Examination of Bids**

- 30.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 30.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
  - (c) Bid Security in accordance with ITB Clause 19 if applicable.

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

- 31.1 The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 31.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 16, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 31.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the Bid.

### **32 Evaluation of Bids**

- 32.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 32.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 32. No other criteria or methodology shall be permitted.
- 32.3 To evaluate a Bid, the Procuring Entity shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
  - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- 32.4 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB Sub-Clause 32.3 (d).
- 32.5 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the best-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.



### **33 Comparison of Bids**

- 33.1 The Procuring Entity shall compare all substantially responsive bids to determine the best-evaluated bid, in accordance with ITB Clause 32 and by application of preference treatment in accordance with the Citizens Economic Empowerment Act, 2006 to citizen influenced, citizen empowered and citizen owned companies as well as domestically manufactured goods by citizen influenced, citizen empowered or citizen owned companies.

### **34 Post-qualification of the Bidder**

- 34.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the best-evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.
- 34.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next best-evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **35 Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids**

- 35.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

### **Award of Contract**

#### **36 Award Criteria**

- 36.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the best-evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

#### **37 Procuring Entity's Right to Vary Quantities at Time of Award**

- 37.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

#### **38 Notification of Award**

- 38.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 38.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 38.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 40, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.4.

#### **39 Signing of Contract**

- 39.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 39.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

**40 Performance Security**

- 40.1 Within twenty eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 19.4.
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the Contract to the next best-evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: <i>[National Pension Scheme Authority (NAPSA)]</i> .
ITB 1.1	The name and identification number of the RFP: <b>NAPSA/DI/05/18 Provision of Property and Facilities Management Services for the ECL Mall and the Freedom Office Park, for the National Pension Scheme Authority</b>
ITB 2.1	The Procuring Entity is: <i>[National Pension Scheme Authority (NAPSA)]</i>
ITB 2.1	The name of the Project: <b>TENDER FOR PROVISION OF PROPERTY AND FACILITIES MANAGEMENT SERVICES FOR THE ECL MALL AND THE FREEDOM OFFICE PARK, FOR THE NATIONAL PENSION SCHEME AUTHORITY</b>
ITB 7.1	All participating bidders are required to attend a Pre-Bid/site visit meeting on <b>Friday 15<sup>th</sup> June 2018 at 10:00 hours</b> at the <b>ECL Mall and the Freedom Office Park Kitwe.</b>
ITB 7.1	<p>For <b>Clarification of bid purposes</b> only, the Procuring Entity's address is:</p> <p style="padding-left: 40px;">Attention: <b>Head Procurement &amp; Stores</b>  <b>National Pension Scheme Authority</b>  Cnr Kabelenga / Church Road  P.O Box 51275  <b>Lusaka, Zambia.</b>  Tel numbers are (260)–211– 225226  Telefax number (260)– 211 – 225226  Electronic mail address: <a href="mailto:MwiingaJ@napsa.co.zm">MwiingaJ@napsa.co.zm</a></p> <p>Requests for clarification should be received by the Employer no later than: <b>14 days before close of tender.</b></p>

<b>ITB 11.1</b>	<p><b>The Preliminary Qualification Information and Bidding forms to be submitted are as follows:</b></p> <ul style="list-style-type: none"> <li>(a) Copies of original documents defining the constitution or legal status and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder from a legal firm</li> <li>(b) Valid ZRA Tax Clearance Certificate and Bidders must be up to date on Tax obligations;</li> <li>(c) Valid NAPSA Compliance Certificate and Bidders must be up to date on contributions.</li> <li>(d) Reports on the financial standing of the Bidder, such as profit and loss statements for the past one (1) year;</li> <li>(e) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;</li> </ul>
<b>ITB 14.5</b>	<p>Currency chosen for the purpose of tender evaluation and award of tender. <b>Zambian Kwacha</b></p>
<b>ITB 14.6</b>	<p>Contract <b>shall not be</b> subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.</p>
<b>ITB 18.1</b>	<p>The bid validity period shall be <i>[90 days after tender closing date]</i>.</p>
<b>ITB 19.6</b>	<p>The information needed for Bids submitted by joint ventures is as follows:</p> <ul style="list-style-type: none"> <li>(a) the Bid shall be signed so as to be legally binding on all partners;</li> <li>(c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;</li> <li>(d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and</li> <li>(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.</li> </ul>
<b>ITB 20.1</b>	<p><i>One original and three copies.</i></p>

<b>ITB 22.1</b>	<p>For bid submission purposes, the Procuring Entity's address is:</p> <p><b>National Pension Scheme Authority</b>  <b>Cnr Kabelenga / Church Road</b>  <b>P.O Box 51275</b>  <b>Lusaka, Zambia.</b>  <b>Tel numbers are (+260)-211- 225226</b>  <b>Telefax number (+260)- 211 - 225226</b></p> <p>The deadline for the submission of bids is:  Date: <b>[Friday 6<sup>th</sup> July2018]</b>  Time: <b>[10:30 hours Zambian Time]</b></p>
<b>ITB 25.1</b>	<p>Bidders shall not have the option of submitting their bids electronically.</p> <p>The bid opening shall take place at:  Address: <b>[NAPSA Boardroom, on the Ground Floor, Levy Business Park Office Block, Cnr Kabelenga and Church Roads ]</b>  Date: <b>[Friday 6<sup>th</sup> July, 2018]</b>  Time: <b>[10:30 hours Zambian Time]</b></p>
<b>ITB 25.2</b>	<p>The inner and outer envelopes shall bear the name of the tender and tender number that must appear on the bid envelope to identify the tender.</p>
<b>ITB 27.1</b>	<p>All clarifications shall be done in writing for bidders to be considered official by NAPSA</p>
<b>ITB 30.2(C)</b>	<p>Bid shall include <b>[Bid Securing Declaration signed by a representative with power of attorney]</b></p> <p>The Bid Securing Declaration shall be for a period of three years from the date of bid submission signed/ sealed on company headed paper by authorized Representative with power of attorney.</p>
<b>ITB 32.2</b>	<p>Bids shall be evaluated in line with Criteria provided in section III of this bidding document.</p>
<b>ITB 32.3</b>	<p>Bid evaluation and qualification criteria shall be in accordance with section III.</p>
<b>ITB 37.1</b>	<p>The maximum percentage by which volume service may be increased is: <i>[15%]of the contract value</i></p> <p>The maximum percentage by which volume of service may be decreased is: <i>[15% ]of the contract value</i></p>

### Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Procuring Entity shall use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

#### Contents

1. Evaluation Criteria
2. Post-qualification Requirements

#### Evaluation Criteria (ITB 32.3 (d))

	<b>CRITERIA</b>
<b>I.</b>	<p><b>PRELIMINARY EVALUATION</b></p> <ul style="list-style-type: none"> <li>❖ Certificate of incorporation;</li> <li>❖ Written Power of Attorney Signed by legal representative with valid practicing license;</li> <li>❖ Tax Clearance Certificate (valid for 2018) for companies registered in Zambia or Tax Status if registered outside Zambia;</li> <li>❖ NAPSA Compliance Certificate (Valid for 2018) for companies registered in Zambia;</li> <li>❖ Bid form duly signed by the person with authority to financially commit the company;</li> <li>❖ Bid Validity period of at least 90 days from date of tender closing;</li> <li>❖ Bid Securing Declaration signed/sealed by representative with power of attorney;</li> <li>❖ Signed Joint Venture Agreement by both parties by representatives with power of attorney (applicable only if firms submit bid as joint venture)</li> </ul>
<b>II</b>	<p><b>DETAILED EVALUATION(TECHNICAL)</b></p> <ul style="list-style-type: none"> <li>❖ Company must be registered with ZIEA as per provision of the Estate Agents Act of 2000 for the sales agents and provide valid registration certificate</li> <li>❖ The company Team Leader must be a registered Valuation Surveyors with a valid practicing Licence and a member of the ZIEA with a valid practising certificate.</li> <li>❖ The firm must provide at least three years experience in similar works ( provide proof of assignment by copy of contract or LPO)</li> <li>❖ List of all major clients and value of assignments undertaken both as property manager and sales agent</li> </ul> <p><i>NB: Only bidders who will qualify at detailed evaluation stage (technical) will be eligible for commercial evaluation.</i></p>
<b>III.</b>	<p><b>COMMERCIAL EVALUATION</b></p> <ul style="list-style-type: none"> <li>❖ Currency of bid</li> <li>❖ Percentage rates for:             <ol style="list-style-type: none"> <li>i. The house sales commission</li> <li>ii. Payment terms</li> </ol> </li> </ul>

	<p>iii. Bidders will be evaluated based on the Preferential Procurement Margin Clause for bidders registered with the Citizen Economic Empowerment Commission (CEEC) as follows:</p> <ul style="list-style-type: none"> <li>a) For a citizen influenced company, by <b>4%</b> (four percent)</li> <li>b) For a citizen empowerment Company, by <b>8%</b> (eight percent); and</li> <li>c) For Citizen influenced Company, by <b>12%</b> (twelve percent)</li> </ul> <p><b>NB: The Bidder will be expected to engage and use their own qualified staff at no extra cost to NAPSA.</b></p>	
--	--	--

#### **4. Post-qualification Requirements (ITB 34.2)**

After determining the best-evaluated bid in accordance with ITB Sub-Clause 33.1, the Procuring Entity may carry out the post-qualification of the Bidder in accordance with ITB Clause 34, using only the requirements specified in the evaluation criteria if deemed to be necessary to determine positive affirmation of bidder's capability to carry out the project. Requirements not included in the Evaluation Criteria shall not be used in the evaluation of the Bidder's qualifications.

#### **5. Cancellation of Tender Process (ITB 35.1)**

At any time before tender award for whatever reason or whatever time in the tendering process, NAPSA may wish not to proceed further with the tender process and may cancel any further activity, if it is so requires. All costs arising in the preparation of the bid, directly or indirectly, are solely at the cost of the bidder. NAPSA does not bind itself to accept any or all bids submitted, in part or in full.

## Section IV. Bidding Forms

### Table of Forms

Bidder Information Form.....	25
Joint Venture Partner Information Form.....	26
Bid Submission Form .....	27
Bid Security (Bank Guarantee/Insurance) .....	<b>Error! Bookmark not defined.</b>
Bid Security (Bid Bond) .....	<b>Error! Bookmark not defined.</b>
Bid Securing Declaration.....	<b>Error! Bookmark not defined.</b>
Section V. Eligible Countries .....	32



**Bidder Information Form**

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

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

**Joint Venture Partner Information Form**

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

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

ONB No: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

**Bid Submission Form**

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

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

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

Invitation for Bid No.: *[insert No of IFB]*

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

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

We, the undersigned, declare that:

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

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

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

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 40 and GCC Clause 16 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by ZPPA, , in accordance with ITB Sub-Clause 4.3;
- (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

*[signature(s)]*

## Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND \_\_\_\_\_ as Principal (hereinafter called “the Principal”), and \_\_\_\_\_, **authorized to transact business in** \_\_\_\_\_, as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called “the Procuring Entity”) in the sum of \_\_\_\_\_<sup>1</sup> \_\_\_\_\_, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Procuring Entity dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the construction of \_\_\_\_\_ (hereinafter called the “Bid”).

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

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

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

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

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
 Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Procuring Entity’s country or the equivalent amount in a freely convertible currency.

## Bid-Securing Declaration

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

Date: \_\_\_\_\_  
 Bid No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of \_\_\_\_\_ starting on \_\_\_\_\_, if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

Signed: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_,  
 Corporate Seal (where appropriate)

**Section V. Eligible Countries**

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

1. In accordance with Section 61 of the Public Procurement Act No. 12 of 2008 and Clause 155 of the Public Procurement Regulations of 2011, Government permits firms and individuals from all countries to offer goods, works and services for Government-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

(i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

(ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Government prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

---

---

---

---



## **Section VI. Schedule of Requirements**

### Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of service variation at the time of award of contract pursuant to ITB Clause 37.1.

Section VII: **TECHNICAL SPECIFICATIONS (TERMS OF REFERENCE)**

**TERMS OF REFERENCE FOR PROVISION OF PROPERTY AND FACILITIES MANAGEMENT SERVICES AT THE ECL MALL AND FREEDOM OFFICE PARK KITWE**

**1.0 BACKGROUND**

The National Pension Scheme Authority (NAPSA) is a corporate establishment under the National Pension Scheme Act No. 40 of 1996. NAPSA in keeping with its investments guidelines owns a mixed use development on Plot number 7732 Freedom avenue Kitwe Copperbelt Province Zambia for investments purposes. known as the ECL Mall and Freedom Office Park.

**2.0 PURPOSE**

The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract for Property and Facilities Management Services for the ECL Mall and the Freedom Office Park, for the National Pension Scheme Authority (“Owner”) consisting of The shopping Centre(Mall), Office complex and Parking structures located at Freedom Park President Avenue Kitwe, Copperbelt Zambia.

**3.0 ASSET DESCRIPTION**

ECL Business Park is wholly owned by NAPSA. It is a mixed use development consisting of three buildings with a surface parking lot. This property is zoned as Commercial and as such has retail on the ground and first floor with primarily office space as separate buildings.

The retail (Mall) provides approximately 73 shops with a total gross lettable area of about 20,733 meter squares.

The parking garage is a pre-cast concrete structure and provides for approximately 1, 000 parking slots to serve the needs of the clients

The Office Park comprise of two office blocks of ground floor and three top floors each, located near the Garden Court hotel building, with an approximately total gross letatble area of 8, 318 meter squared.

**4.0 STATEMENT OF NEEDS**

Described below are the minimum services the Authority (Owner) expects in establishing an agreement with a Contractor for Property and Facilities

Management Services, who shall be fully responsible for the management, operation, and maintenance of the facility in an efficient, economical and reliable manner, consistent with industry standards and relevant local regulations. Service include but are not limited to the following:

#### **4.1 General Requirements**

- a) The Property Manager shall identify the personnel and staffing levels that it intends to assign to this asset to include, but not limited to the property, facilities and maintenance managers, finance and marketing team. The experience and expertise of staff, identification of relevant/direct property management/real estate experience, debt management, and local availability of staff should also be noted.
- b) The Property Manager shall be responsible for estimating, planning, scheduling, budgeting, authorizing, controlling and accumulating all costs and manpower associated with Property Management Services activities, including Contractor procurement functions in line with procurement procedures followed by the Owner.
- c) The Property Manager shall obtain criminal background checks on all Property Manager personnel working at the facility. It is a requirement that the Owner be informed concerning criminal convictions of Property Manager employees within two days of obtaining the information. Property Manager personnel shall not be allowed to work at the facility until a criminal background check has been completed. The Owner will make the decision to approve or disapprove any Property Manager employees that will work at the facility. The Owner will inform the Property Manager concerning approval within one week (7) days of notification of criminal background check from the Property Manager.
- d) The Property Manager shall be responsible for all dealings with its employees concerning criminal background checks and it shall inform the employee of this requirement.

#### **4.2 Facilities Management**

- a) The Property Manager shall prepare Scope of Service specifications for all major services and deliver the same to the owner for vetting and procurement approval.
- b) The Property Manager shall provide facilities engineering services including, but not limited to electrical, maintenance, environmental, health, safety, energy, controls/instrumentation, and HVAC on call 24/7 with appropriate response times within industry standards. and the Property Manager shall engage

service providers and provide direct supervision and administer payment under the terms of the engagement contract. Routine contracted services will include, but not be limited to the following:

1. Security and Access Control Services
  2. Internal common areas and washrooms cleaning services
  3. Exterior Landscape Maintenance
  4. Trash/Recycling Removal
  5. Pest Control
  6. Elevator and escalator Maintenance
  7. HVAC Maintenance
  8. Security/Life Safety Monitoring
  9. Window Washing
  10. Plumbing Maintenance
  11. Electrical Maintenance
  12. Parking Lot Management Services to include policing and towing of unauthorized vehicles
  13. Interior Plant Maintenance
  14. Waste/Refuse management
- c) The Property Manager shall demonstrate an understanding of and experience with aspects of managing property in the facility's local jurisdiction, including formal and informal interactions with the Councils and other relevant stakeholders, and other organized groups that have an impact on the facility and vice versa.
- d) The Property Manager shall obtain approval for funding, as required, for all special and non-routine expenditures prior to commitment of that expenditure.
- e) The Property Manager shall possess and demonstrate the knowledge, skills, and abilities to represent the Owner, the building, tenants and all its occupants professionally in interactions with partners, stakeholders, vendors, local officials and members of the community.
- f) The Property Manager shall be responsible for providing projected and actual resource data (i.e. cost of operations, materials, etc.) to Owner, upon request, in support of the Owner's budget process.
- g) The Property Manager shall furnish all necessary labor, supplies, materials, equipment, tools, repair or replacement parts, and supervision to satisfactorily perform the work required under this contract.

- h) The Property Manager shall submit to the owner an operations and performance report on a monthly basis and attend to the performance review meetings for the operations and performance of the facility.
- i) The Property Manager shall be responsible for all keys assigned and for the security of the facility. The Property Manager shall perform routine property and building inspections and provide reports.
- j) The Property Manager shall identify the need for, create, implement, and manage preventive maintenance programs.
- k) The Property Manager shall bring to the attention of the Owner potential needs for repair or replacement if major building systems such as roofs or HVAC systems were to fail.
- l) Operating Expenses and Disbursements - The Manager and the Owner shall open a Management Expense Account into which an amount calculated as the aggregate of the amounts stated as being a "float" shall be paid to provide for all payments in respect of the expenses relating to the Buildings.
- m) Subject to written variations agreed by the parties from time to time, the Property Manager shall manage the disbursements from the Management Expense Account under the following provisions:
  - i. the Property manager shall prepare an annual income and expense budget (administered by the Manager) which is to be submitted to the Owner for their written approval;
  - ii. no capital expenditure, refurbishments or renovations beyond the annual budget in respect of the Buildings, shall be incurred by the Manager, without the prior written approval of the Owner;
  - iii. no notice or prior written approval by the Owner shall be necessary where expenditure and/or disbursements have to be incurred due to emergency maintenance and/or repair required to be effected to prevent further damage to the Buildings, or injury, or inconvenience to the tenants, or third parties, and it is impossible to obtain the prior written approval of the Owner. In the case of such an emergency, the Manager shall advise the Owner of the event, and submit details of the expenditure as soon as reasonably possible; but not more than 48 hours.

- n) Management of service suppliers - air-conditioning, electrical, lifts & escalators, cleaning, security, parking, general maintenance and landscaping.
- o) The Manager shall seek proposals and quotations in line with the Owner's procurement procedures, and thereafter obtain the Owner's approval and signature of the contracts for the appointment of contractors and service providers for the purposes of facility management, operations, upkeep, maintenance, renovations and upgrades.
- p) All expenditures for additional items not included in the annual budget shall require the prior written authorization of the Owner. Authorization of justifiable requests made for additional items will not be unreasonably withheld and/or delayed and the Owner shall adjudicate all requests as rapidly as possible after the receipt of an application and if approved provide funding within fourteen (14) calendar days of approval by making payment of such funding into the Management Expense Account.
- q) **Expense control** – the Manager will provide variation explanations (on authorized complementary and supplementary budgets and if the Manager received an approved budget from the Owner) on financial reports and accept responsibility for the administration of the expenses on behalf of the Owner on condition that sufficient funds will be available in the Management Expense Account. Should:
  - 1. the Owner elect to incur expense of whatsoever nature pertaining to the Buildings, the Owner will account for such expenses in its own records;
  - 2. the Owner, however, request the Manager to include such expense in the financial records of the Buildings, the Owner will provide the Manager with a written instruction to such effect, including providing the Manager with all original supporting documents and invoices relating thereto. The Owner acknowledges that variance explanations on the reports of such expenses will reflect the words "*Expense as approved by Owner*";
  - 3. Where insufficient funds are available in the Management Expense Account, the Manager shall not be required to make payment of expenses. Any penalties and/or interest incurred by the Manager and/or the Owner as a result of such delay in payment shall be for the account of the Owner.

r) **Repairs** – It is acknowledged that:

1. Normal run of the mill repairs to the Buildings which are outsourced by the Manager, and do not require any supervision by the Manager's technical consultants, shall not carry any additional charge by the Manager to the Owner.
2. In the event, at the sole discretion of the Owner, major repairs or refurbishments are to be managed and supervised by the Manager on behalf of the Owner, a fee payable to the Manager will be agreed upon with the owner.
3. The Manager will be entitled to a fee for any tenant installation, managed and supervised by the Manager on behalf of the Owner.
4. Where the Manager manages and supervises the repairs or refurbishment, the Manager shall use its best endeavours to ensure the most beneficial rates and competence of service providers and contractors;
  - i. follow the Owner's procurement rules.;
  - ii. the proper management of contractors;
  - iii. quality control.

s) Upon opening of the Management Expense Account, the Owner will deposit an amount equal to the estimated value of the Operating Expenses for the first month of the Agreement. The Manager will operate the Management Expense Account. The Owner will fund the Management Expense Account based on approved budget forecasts of forthcoming Operating Expenses and on a retirement basis.

t) The Manager will submit a monthly reconciliation of the Management Expense Account to the Owner within seven (7) calendar days of a month end. The Owner will in turn fund the account by depositing the amount of funding due, into the Management Expense Account.

u) The Property Manager shall account for and bank, as required, all funds received and make payment of operating and other expenses in accordance with the approved budget.

- v) In the event of termination of Agreement, the Manager shall close the Management Expense Account subject to ensuring that all outstanding obligations are settled and return any balance remaining in the account to the Owner.

### **4.3 Property Management**

- a) The Property Manager shall develop and maintain a level of record keeping sufficient to accomplish the services provided and provide comprehensive, timely, and accurate reports to the Owner on a monthly basis concurrent with invoice schedule.
- b) The Property Manager shall prepare special notices and general publications for distribution on the property and its occupants.
- c) The Property Manager shall document, promptly respond to, and resolve tenant issues as per the key performance indicators to be provided by the owner.
- d) The Property Manager shall create for the facility and provide on a monthly basis a computerized operating statement reflecting actual and budgeted monthly and year-to-date income and expenditure, together with variances from a budget; conduct expenditure analysis and performance reviews, and on a regularly scheduled basis submit recommendations and update projects as appropriate.
- e) **Letting – the Manager shall:**
  - i. undertake credit vetting (including but not limited to the credit worthiness / verification) of all potential tenants and/or existing tenants at renewal and/or sureties and/or franchisor concepts;
  - ii. Marketing Brand strategy and management - let, market and negotiate leases in respect of all the premises in the Buildings, at rates specified in the Manager's vacancy list as approved by the owner. It is the Manager's responsibility to maintain and update such vacancy list, to ensure it remains market related and to notify the Owner on a monthly basis of any changes;
  - iii. consult and secure the Owner's approval in writing on those arrangements where the required rentals and standard conditions of lease cannot be achieved and/or where tenant installation or rent-free periods are required to conclude a lease;
  - iv. on information and approvals supplied to it in writing by the Owner, attend to the settlement of all claims by a vacating tenant, including the refunding of any deposits or balances thereof;



- v. At all times to display its "To Let" signs at the Buildings for the vacancies.

**f) Leases – the Manager shall:**

- i. Expeditiously prepare all leases in the standard lease documentation forms provided by the Owner from time to time, and attend upon the timely execution thereof for available tenants. Failure to have the leases signed within fourteen (14) days of offer of the leased premises or when the lease is renewed may attract withholding of fees payable to the Property Manager until signing of the particular lease (s) by the tenants
- ii. In the event of a lease being concluded through the services of an agent other than the Manager, the Manager shall be responsible for ensuring that all the information contained therein is correct;
- iii. in the event of a tenant insisting on using its own format of lease documentation, or a tenant requiring amendments to the standard lease documents, the Manager shall in the first instance consult the Owner to consider and recommend the amendments required by a tenant;
- iv. negotiate with tenants, reasonable and market rentals for the preparation of new leases. For the purpose of this clause "new leases" shall include but not be limited to lease documents prepared in respect of renewals and/or re-letting of premises;
- v. be required to safely store the original lease documentation in a suitable fire proof cabinet which is to be provided by the Owner, and the Owner shall be entitled to copies of same and access to the originals at all reasonable times;
- vi. Submit any request for cancellation of leases for prior written approval by the Owner;
- vii. submit any request for "rent deferral" to the Owner for prior written approval or refusal by the Owner within seven (7) days of receipt of such a request;
- viii. submit any request for "rent reduction" or "rent remission" to the Owner for prior written approval by the Owner, which indulgence (if granted) will be recorded in an addendum to the lease with the tenant.

**g) Billings - Monthly billings to tenants in terms of the lease obligations:**

- i. Monthly Statements and Invoices – the Manager shall timeously and accurately prepare monthly statements, process the input of all tenant information and manage the receipting system for the collection of all income due by tenants to the Owner including VAT, operating costs, electricity, gas, and any other fuel or power charges, refuse removal, improvement levies, contributions in respect of water, insurance and the like, as stipulated in the lease agreement;
  - ii. Invoices for rental for the next month due on the 1st (first) business day of the month are to be prepared and distributed on the 14<sup>th</sup> (fourteenth) day of each passing calendar month.
  - iii. Calculating and charging assessment rate recoveries - the Manager shall: Bill for the utility recoveries (meter reading services for water and electricity) are charged direct to the property concerned.
  - iv. Calculate and bill for turnover rentals where applicable
  - v. Billing parking rentals and non-Gross Lettable Area
- h) Utility management services and Local Authorities – the Manager shall:**
- a. arrange to have the electrical and water meters read monthly, by an independent contractor. The cost of meter reading will be for the account of the Owner;
  - b. arrange for such other utility management services as may be required by the Owner from time to time. Depending on the nature of the utility management services required, the Manager shall either provide a quotation to the Owner or recommend that the services be rendered by an independent contractor. The appointment of the Manager and/or such independent contractor will be subject to the prior written approval by the Owner. The utility management services shall include but not be limited to:
    - a. requests by the Owner to investigate and correct errors and/or arrange for credits on the accounts from the local authorities due to clearance payments refunded to the Owner and/or attend to any enquiries on the accounts from the local authorities;
  - b. opening of new municipal accounts with the relevant local authorities with approval of the Owner;

- c. obtaining copies of building plans and/or any other town planning related documents (including zoning certifications, certificates of occupancy and related matters) and/or any other matter that require physical attendance at the local authority;
- d. deal with local authorities to ensure timely payment of rates and services and shall ensure proper compliance with their requirements for the uninterrupted supply of services to the Buildings, provided that the Owner is not in default by reason of its own doing, and the Manager has timeously received the necessary authorized funding, statements and invoices from the Owner or local authority. The cost for any additional services will be for the account of the Owner;
- e. if required, assist the Owner in providing rent roll information to the Owner's appointed professional valuers for purpose of objecting to the municipal valuations of the Buildings.

**i) Banking and Administration of Bank Accounts**

- i. It is recorded that the Owner has opened a Rent Collection Account into which all collected income (including tenant deposits) in respect of the Buildings is to be deposited. The Manager will have an agency arrangement to this account facilitated by the Owner which arrangement will allow the Manager viewing and printing rights on this account.
- ii. Based on the agency arrangement, the Manager shall ensure that all funds in the Rent Collection Account are accounted for correctly by allocating such funds to the relevant tenant accounts and submit a reconciled schedule to the Owner as shall be required by the owner. The Owner acknowledges and accepts that such funds may include tenant deposits. To this extent the parties record that the Owner will hold all tenant deposits held in terms of leases on behalf of tenants.
- iii. The details of the Rent Collection Account to be provided by Owner.

**j) Property Manager's Remuneration**

- i. The Property Manager shall be entitled to be paid an all-inclusive management fee on a monthly basis, from monies collected on the Owner's behalf or otherwise.
- ii. The management fee shall be a percentage fee agreed between the parties, indicated separately for owner occupied space and non-Owner occupied

spaces and shall be based on the property's collected gross monthly income (including VAT). The Manager shall calculate the management fee after the close off of the accounts for the particular month and shall retain adequate information supporting its calculation for auditing purposes and make that available to the Owner on demand;

k) **Services Covered By The Management Fee**

i. **Letting and Leasing**

- a. Tenant Sourcing
- b. Lease strategy
- c. Lease negotiations
- d. Lease administration
- e. Credit checks
- f. FICA checks
- g. Secure holding of original documents

ii. **Credit Collections**

- a. Collections of monies due
- b. Attend to legal procedures for recoveries of monies due, when required
- c. Court attendance where required

iii. **Billings**

- a. Monthly billings to tenants in terms of the lease obligations, production of statements
- b. Calculating and charging assessment rate recoveries
- c. Billing utility recoveries (meter reading services are charged direct to the property concerned)
- d. Calculating and billing turnover rentals
- e. Billing parking fees and rentals for non-Gross Lettable Areas

iv. **Finance**

- a. Full accounting function to write up books of account (Accounting treatment will be in accordance with IFRS. Where there are two or more owners who operate in different industries, IFRS will be applied but the onus rests upon the owners to adjust the financial results where appropriate to comply with their requirements of IFRS)
- b. Monthly variance analysis of income and expenditure
- c. Monthly distributions of surplus funds to owners.
- d. Monthly capital calls from the owners where the manager has expended monies on behalf of the owners on capital improvements
- e. Monthly submissions of VAT returns
- f. Payment of suppliers and preparation of reconciliations and remittances
- g. Daily cash management and investment of surplus funds.

- h. Forecasting of income and expenditure
  - i. Preparation of income and expenditure budgets
  - j. Preparation of capital expenditure budgets.
  - k. Calculation of insurance replacement values and placement of insurances. (Brokers fee to be charged direct to the property concerned)
  - l. Management of marketing funds where appropriate
  - m. Handling of claims
  - n. Agreed format of reports
- v. Procurement**
- a. Procurement of daily goods and services
  - b. Tenders – full tender process from specifications to adjudication, awarding and contract negotiations
- vi. Information Technology**
- a. Full business operating systems
  - b. All licence fees
  - c. Regular upgrades and enhancements where appropriate
  - d. Hardware will be charged direct to the property concerned – (this includes PC's, laptops, printers, scanners and operating devices as shall be approved by the Owner)
- vii. Property/Facilities Management**
- a. Full centre and building Facilities management services
  - b. Management of parking services, inclusive of cash collections. Banking of parking funds will be conducted by an approved armed cash-in-transit company. The cost thereof will be charged direct to the property concerned.
  - c. Management of service suppliers - air-conditioning, electrical, lifts & escalators, cleaning, security, parking, general maintenance and landscaping
  - d. Tenant and shopper relationship management
- viii. Marketing**
- a. Brand strategy and management
- ix. Management Meetings**
- a. Preparation for the owner management reporting packs and attending to performance review meetings on a monthly basis.
- l) Computer Software and Hardware.** The cost of purchase of any software or upgrades or replacement of software, required to perform the Manager's

obligations in terms of the management agreement shall be borne by the Manager from the management fee payable by the Owner.

**m) Employment of Staff by the Manager**

- i. The Manager shall be obliged to procure sufficient resources to enable it to perform its obligations in terms hereof.
- ii. The Manager accepts that it shall employ such employees, whether temporary or permanent, as are reasonably necessary to enable the Manager to comply with its obligations in terms of management agreement and the Manager shall keep all its employees under its proper control and management.

**n) Legal matters – the Manager:**

- i. will ensure that all arrangements with debtors are properly documented and conveyed to the Owner and if necessary the attorneys or bailiffs appointed by the Owner;
- ii. acknowledges that all other legal matters pertaining to the Buildings will be the responsibility of the Owner.

**o) Inspections – the Manager shall conduct a take-on and take-back inspection respectively when a new tenant takes occupation or vacates the premises.**

**p) Insurance**

- i. If required by the Owner and the Owner's approval, procure at the Owner's cost the preparation by quantity / valuation surveyors and approved by the Owner, an estimate of replacement value against fire and other risks of the building for consideration by the Owner and arranging insurance on the Owner's instructions, such insurance to include at least:
  - property owner's all risk;
  - public liability;
  - political riot including loss of rental (and turnover rental if appropriate);
  - loss of rental (including turnover rental if appropriate);
  - fidelity guarantee;
  - other relevant risks which are applicable to the property.

- ii. Payment of insurance premiums and brokerage fees and ensuring the building remains insured at the values required by the Owner from time to time;
  - iii. Attention to any repair occasioned by damage covered under any insurance policy and the recovery of funds thus disbursed.
- q) Financial, Accounting and Secretarial** - The Property Manager shall ensure:
- i. all income derived from the letting of the property and improvements shall be deposited into the Owner's Rent Collection bank account.
  - ii. The collection of rent and other charges due by the tenants and the prompt following up of late payments;
  - iii. The rendering of a detailed monthly report, including monthly statements, rent roll and reports on the business of the property to the Owner in a format acceptable to the Owner;
  - iv. Sending every tenant, a statement each month indicating the rent and all other charges due by such tenant;
  - v. The preparation of a detailed annual budget of anticipated income and expenditure for the property in a format approved by the Owner and the detailed monthly reporting of actual results and the updating on a quarterly basis of the analytical forecasts of anticipated income and expenditure;
  - vi. Supplying all critical financial information timeously to the Owner to enable the Owner to prepare their quarterly, half-year and year-end results;
  - vii. The maintaining of full financial and administrative records in connection with the financial management and administration of the Property, which records shall be:
    - available at all reasonable times for inspection by the Owner or their appointed agents for this purpose;
    - in the format acceptable to the Owner's auditors;
    - the Property of the Owner; and
    - delivered to the Owner on the day when the Owner so require.
  - viii. The provision of accounting services for the operation of the property as agreed with the Owner and the Owner's auditors from time to time;

- ix. The timeous and efficient answering of all auditor's queries that may be raised by the Owner's auditors in the preparation of the respective financial year-end information;
- x. The participation and supply of information to the auditor in respect of the bad debt review process as per Owner's Debt Policy;
- xi. The provision of data to the property valuers and other agents or consultants appointed by the Owner in whatever format, frequency and reasonable time-limit they require;
- xii. The provision of financial or any other information pertaining to the Property required by the Owner from time to time;
- xiii. The timeous delivery of the monthly management operations report within the first five working days of the month prior to the management meeting, reflecting information as required by the Owner;
- xiv. The attendance, reporting and carrying out of secretarial functions at management meetings called by the Owner from time to time;
- xv. The maintaining of full records and execution of all actions pertaining to any statutory duties that the Owner may have by virtue of its Ownership of the Property;

**r) Property Manager's Expenditure**

All operating expenses related to the Property Manager's office shall be for the account of the Property Manager from the payable management fee. However, insurance premiums, service charges, local authority charges, maintenance and repair costs, and legal fees shall be for the account of the Owners from monies deposited in the Operating Account.

**s) Access To Records**

The Owner's internal, external auditors or agents shall at all times have access to all documentation in the possession of the Manager relating to the management and administration of the property.

**t) Property Manager's Authority** - The Manager shall be vested by the Owner with all powers and authority as are reasonably necessary to enable the Manager to perform the following functions:

- i. To seek appropriate tenants for the premises situated on the property;
- ii. To place advertisements and undertake such other publicity campaigns and promotions as the Manager may deem appropriate;



- iii. To settle the terms of leases and to execute the same in the name of and on behalf of the Owner;
- iv. To represent the Owner in all dealings with tenants and to take all steps that the Manager may deem appropriate from time to time to enforce the terms of leases;
- v. To enter into contracts for the provision of services to the property, for the security, cleaning, maintenance and repairs thereof and for all other purposes as may be appropriate in the circumstances and to settle the terms and execute the same on the Owner's behalf as shall be approved by the Owner;
- vi. To engage on the Owner's behalf contractors, workmen and other specialists;
- vii. To acquire equipment, machinery and the like for use in connection with the maintenance of the premises or the performance of the Manager's functions;
- viii. To receive rentals and other monies payable to the Owner from time to time and to grant valid receipts therefore, and deposit such collections directly to the credit of the property's bank account provided by the Owner;

#### **5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

- a) In order to be considered for selection, the Offeror must submit a complete response to this RFP. Three (3) hard copies and one (1) electronic copy of each proposal must be submitted to the Owner. No other distribution of the proposal shall be made by the Offeror.
- b) Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to this RFP shall belong exclusively to the Owner. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, a written notice must be provided that specifically identifies the data or materials to be protected and state the reasons why protection is necessary.
- c) Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. This is a fact finding and explanation session only and does not include negotiation. The Owner will schedule the

time and location of these presentations. Oral presentations are an option of the Owner and may or may not be conducted; therefore, proposals should be complete.

- d) Unless stated in the response to this RFP, all Offerors will be considered to have accepted all the terms of the RFP and any addendum as issued without exception.
- e) Proposals should be as thorough and detailed as possible so that the Owner may evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
  - 1. The RFP cover sheet, and all addenda acknowledgments if any, signed and filled out as required. Provide the names of the person(s) who will be authorized to make representations for the Offeror, their titles, addresses, and telephone numbers. Provide confirmation that the person signing the RFP is authorized to bind the firm.
  - 2. A written narrative statement to include:
    - (a) the technical and professional experience of your company and its staff in providing the services described in Statement of Needs;
    - (b) names, qualifications, responsibilities, relevant experience and expertise of personnel to be assigned to the contract including the designated property manager's experience with similar properties, familiarity with local municipal processes, real estate laws, and zoning regulations and restrictions;
    - (c) resumes of staff to be assigned to the contract;
    - (d) training and on-going support provided to staff;
    - (e) locations of company offices that will service this contract;
    - (f) size of the firm (firm's asset value) relative to the size of the project;
    - (g) local availability of key personnel;
    - (h) overview and plan for implementing the services including services hours onsite;
    - (i) demonstrated specialized experience and organizational management to provide property management in an expedited and streamlined environment;
    - (j) an overview of the Contractor's systems, management techniques, and resources designed to facilitate effective decision making and stakeholder coordination and control.

3. Specific plans for providing the proposed services including, but not limited to,

- (a) respondent's interest, understanding, and approach to providing the required services and an explanation of its approach to property management;
  - (b) a description of your quality assurance program detailing the strategies, tools, and safeguards for ensuring timely, quality performance of all required services including
    - how performance is quantified and measured for each operation for other property owners (i.e. show typical response times for common maintenance/service requests including hot-cold calls, light bulb replacement, plumbing and electrical problems, etc.);
  - (c) description of your dispatch system to include how you will handle the workload for
    - routine and emergency services;
  - (d) sample building management manual containing actual procedures, reports, forms,
    - communication plans, change management plans, etc. The Contractor should provide
      - a listing of all notable accomplishments, including awards, for buildings managed and
        - any additional factors for consideration.
4. Current management and organizational capabilities, particularly with regards to staff
  - and resource capacity to respond to critical deadlines on short notice and ability to provide Property Management Services to Owner.
5. A list of at least five (5) clients where the Offeror has provided the services described
  - in the RFP. Include the organization, contact name, title, location, telephone number,
    - and email address. Provide the information on past and current contracts.
6. Provide a property management transition plan with a schedule for key activities required to implement a smooth transition should you be awarded the contract. Include
  - and identify all action or information required from Owner.
7. A description of any other services Offeror may wish to propose. Examples of possible
  - service could include coordinating tenant improvement projects.
8. Proposed fees for performing the scope of work and other costs including:
- (a) Property Management Fee, together with the basis for the amount proposed and

means for annual adjustment, if any; and

(b) the costs for on-site personnel, if any, including payroll, taxes, bonuses, commissions, insurance and benefits;

(c) any additional fee or cost Offeror wishes to propose, describing and indicating the basis for them.

## **6.0 TECHNICAL EVALUATION AND AWARD CRITERIA**

6.1 Proposals will be evaluated by the Owner using the following criteria:

a) Offeror's proposed services, expertise, experience, and qualifications (and proposed sub offerors) as related to the Statement of Needs.

b) Specific plans and methodology for providing the proposed services.

c) Fee structure and amount, including the estimated costs of on-site personnel.

d) Demonstrated experience and qualifications of the Offeror's personnel that will be assigned to provide property management services as related to the Statement of Needs.

e) References from at least five similar clients in the past five years; two of the five clients shall be current contracts.

6.2 Issuance of this RFP and receipt of proposals does not commit the Owner to award a contract. The Owner reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the firms submitting an RFP, or to cancel all or part of this RFP.

## **7.0 CONTRACT PERIOD**

The term of this contract is for two years, or as negotiated. There will be an option for annual renewals, or as negotiated, based on satisfactory performance.

## **8.0 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on **Friday 15<sup>th</sup> June 2018 at 10:00 hours** at the **ECL Mall and the Freedom Office Park Kitwe**. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

After the pre-proposal conference, any appointment for any additional facility inspection of the Owner building(s) shall be made with the Head Real Estate. Any and all visitors to the facility shall be accompanied at all times by an assigned Owner representative who will serve as a guide.

#### **9.0 QUESTIONS AND ANSWERS**

Email any questions or requests for clarifications to MwiingaJ@napsa.co.zm. , questions will be posted as addenda on the NAPSA website: [http\( INSERT WEBSITE\)](http://INSERT WEBSITE). It is the responsibility of the Offeror to check the NAPSA website.

#### **10.0 PROPERTY MANAGEMENT SERVICES AGREEMENT FORM**

With this submission, the Owner shall provide a copy of the proposed Property Management Services Agreement.

#### **11.0 EXHIBITS:**

Exhibit A – Location Map

Exhibit B – Rent Roll List

Exhibit C – Floor Plans

**Form of Contract**

*[letterhead paper of the Employer]*

**LUMP-SUM REMUNERATION**

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

**WHEREAS**

- (a) the Employer 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 Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received funds towards the cost of the Services and intends to apply a portion of the proceeds of the funds to eligible payments under this Contract, it being understood (i) that payments by the Employer will be made only at the request of the Project Manager, (ii) that such payments will be subject, in all respects, to the terms and conditions of the Contract, and (iii) that no party other than the Employer shall derive any rights from the proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;

- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Employer*]

---

[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

---

[*Authorized Representative*]

[*Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

---

[*name of member*]

---

[*Authorized Representative*]

---

*[name of member]*

---

*[Authorized Representative]*

## **General Conditions of Contract**

### **1. General Provisions**

#### **1.1 Definitions**

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

- (a) The **Adjudicator** is Zambia Centre for Dispute Resolution appointed jointly by the Employer and the Service Provider to resolve disputes.
- (b) “Activity Schedule” is the priced and completed list of items to be delivered by the Service Provider forming part of this Bid;
- (c) “Completion Date” means the date of completion of the provision of services by the Service Provider as certified by the Employer;
- (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 provision of 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) “Employer” means the party who employs the Service Provider;
- (h) “Foreign Currency” means any currency other than the currency of the country of the Purchaser;
- (i) “GCC” means these General Conditions of Contract;
- (j) “Government” means the *Zambian Government*;
- (k) “insert name” means
- (l) “Local Currency” means the *Zambian Kwacha*;
- (m) “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's rights and obligations towards the Employer under this Contract;

- (n) "Party" means the Employer, as the case may be, and "Parties" means both of them;
- (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the provision of the services or any part thereof;
- (p) "Service Provider" is a person or corporate body whose Bid to provide the services has been accepted by the Employer;
- (q) "Service Provider's Bid" means the complete offer submitted by the Service Provider to the Employer;
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) "Specifications" means the specifications of the goods or service included in the bidding document submitted by the Service Provider to the Employer;
- (t) "Services" means any provision of service to be provided by the Service Provider pursuant to this Contract, as described in this contract; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the services in accordance with the provisions of Clauses 3.5 and 4.
- (v) "NAPSA" means National Pension Scheme Authority and are interchangeably used with Employer.

#### 1.2 Applicable Law

The Contract shall be interpreted in accordance with Zambian Laws, unless otherwise specified in the Special Conditions of Contract (SCC).

#### 1.3 Language

This Contract has been executed in English, which shall be 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 provided at such locations as are specified in SCC, 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 Employer 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 Employer or Service Provider may be taken or executed by the officials specified in the SCC.

1.7 Inspection and  
Audit by NAPSA

The Service Provider shall permit NAPSA to inspect its accounts and records relating to the performance of the contract and to have them audited by auditors appointed by NAPSA on request.

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 and such other later date as may be stated in the SC.

### *2.2 Commencement of Services*

*2.2.1 Program* Before commencement of the provision of services, the Service Provider shall submit to the Employer for approval the delivery or Program showing the general methods, arrangements and timing for all activities in accordance to Service Provider's bid approved delivery schedule. The provision of services shall be carried out in accordance with the approved Local Purchase Order as updated.

*2.2.2 Starting Date* The Service Provider shall start carrying out the provision of services seven (7) days or any other date agreed by the parties 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 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 delivery of goods requested by the Purchaser.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the supply 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 parties or of the Association, as the case may be, has been obtained.

### 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 as soon as possible 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 contract as a result of an event of Force Majeure, the Service Provider shall not be entitled 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 contract and in reactivating the provision of services after the end of such period.

2.6 Termination

2.6.1 *By the Purchaser*

The Employer 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 (f) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (g):

- (a) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract for specific stationery within thirty (30) days after being notified or within any further period as the Employer 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/s are unable to perform a material portion of the contract for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of NAPSA, and includes collusive practice among Suppliers (prior to or after submission of bid) designed to establish prices at artificial non-competitive levels and to deprive NAPSA of the benefits of free and open competition.

- (e) if the Service Provider does not maintain guarantee of smooth supply.

- (f) if the Service Provider has delayed the completion of the provision of services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the SCC.;
- (g) if the Employer, in its sole discretion, decides to terminate this Contract.

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

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within ninety (90) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the employer is unable to perform a material portion of the contract for a period of not less than sixty (60) days.

### **3. Obligations of the Service Provider**

#### **3.1 General**

The Service Provider shall provide the services in accordance with the Specifications/requirements and the Activity Schedule, and carry out their 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, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer'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** The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing

*Not to be  
Otherwise  
Interested in  
Project*

Services (other than the services for continuation thereof) for any project resulting from or closely related to the contract.

*3.2.3 Prohibition of  
Conflicting  
Activities*

Neither the Service Provider nor their 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 Employer'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 without the written consent of the Purchaser;
- (c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Service Provider, their 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 Employer's business or operations without the prior written consent of the Employer.

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 their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid where necessary.

3.5 Service Providers'  
Actions Requiring  
Employer's Prior  
Approval

The Service Provider shall obtain the Employer'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 Supply,
- (b) appointing such members of the Personnel not listed or appointed for this project by Service Provider ("Key Personnel and Subcontractors"),
- (c) changing the delivery schedule or price rate of goods; and
- (d) any other action that may be specified in the SCC.

3.6 Reporting  
Obligations

The Service Provider shall submit to the Employer the reports indicating balances of the services yet to be provided after approved local Purchaser

Order to help project future probable deliveries within quantified stocks of the goods.

### 3.7 Documents

#### Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents submitted by the Service Provider in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later upon termination or expiration of this Contract, deliver all such documents to the Service Provider, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents. 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 Employer 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 Employer 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 Overpayment*

If the Intended Completion Date is extended after liquidated damages have been paid, the Service Provider 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 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 Employer'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 clause 7.2.

### 3.9 Performance Security

The Service Provider shall not provide the Performance Security to the Employer upon signing the contract.

## **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 contract are hereby approved by the Service Provider.

### 4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer 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 provide as a replacement a person of equivalent or better qualifications.

- (b) If the Service Provider 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 Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel under this project.

## **5. Obligations of the Employer**

- 5.1 Assistance and Exemptions      The Employer shall use its best efforts to ensure that NAPSA 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 goods rendered by the Service Provider, then the remuneration 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 Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities      The Employer shall make available to the Service Provider the goods and Facilities Applicable in this Contract.

## **6. Payments to the Service Provider**

- 6.1 Lump-Sum Remuneration      The Service Provider's remuneration shall not exceed the Contract Price per Local Purchase Order issued Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3 .
- 6.2 Contract Price      (a) The price payable in local currency is set forth in the SCC.
- 6.3 Payment for Additional goods,      6.3.1 For the purpose of determining the remuneration due for additional goods as may be agreed under Clause 2.4, a breakdown of the lump-sum price shall be agreed by both parties and approved by the Purchaser.
- 6.4 Terms and Conditions of Payment      Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the Local Purchase Order. 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 Employer specifying the amount due and evidence of delivery by the Service Provider.



All invoices shall be certified by the Head Finance and Administration in the subsidiaries or Group Administration and Purchasing Manager or Group Head Administration and Purchasing before passing them for payment.

6.5 Delayed Payments

If the Employer has delayed payments beyond thirty (30) days after the due date stated in the SCC, arrangement shall be made to pay the Supplier.

6.6 Price Adjustment

Prices shall not be adjusted for fluctuations in the cost of inputs or otherwise unless at the discretion of the Employer upon approval for compelling reasons only after approval. No adjustment formula shall be applicable

**7. Quality Control**

7.1 Identifying Defects

The Employer through the Contractor Administrator who shall be the Administration Manager shall check the Service Provider's performance and notify him of any lapses that are found. Such checking shall not affect the Service Provider's responsibilities on warranty and provision of services. The Employer may instruct the Service Provider to search for a poor quality in service and to uncover and test any service that the Employer considers may have defects. Defect liability period is as defined in Special Conditions of Contract.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability 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 employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer 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 clause 3.8 or may lead to repudiation of contract.

**8. Settlement of Disputes**

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of the Contract or the provision of services, whether during carrying out the contract or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate agreed by both parties and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

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

## **9.0 RATE CONTRACT(RC) APPLICATION**

9.1 The tentative date of commencement of contract is **TBA**.

9.2 The rates quoted for services proposed to be provided during the validity of contract shall in no event exceed the lowest price at which was provided in the bid by the Service Provider during the valid period of contract. If at any time of during the contract the Service Provider reduces the sale price lower than the price agreed, the Service Provider shall forthwith notify such reduction to the Administration Manager and the price payable by NAPSA for same items under this contract as per supply order from the date of coming into force of this contract shall be correspondingly be correct and it shall be the responsibility of both parties to ensure the correctness of Rate Contract price. In case of any default, the Rate Contract will be cancelled. It is strictly made clear that no upward revision in the rates of items during the validity of Rate Contract will be allowed except wherever it is due to Governmental Orders and subject furnishing of a proof to the fact by the Service Provider.

9.3 The rates quoted should be net per unit inclusive of all charges including those for packing and delivery. The VAT and other taxes, wherever applicable should be shown separately at the prevailing rate. In the absence of such a stipulation, it will be presumed that the price included all such charges and no claim for the same will be entertained. NAPSA is not liable to pay any other charges over and above the rates agreed.

- 9.10 The contract of the Service Provider for each item will be treated as running contract for the period ending **TBA**. However the rates may be reviewed after **TBA** in case of consideration of renewal based on performance.
- 9.11 If the Rate Contract goods required clearance from State Government or any other authorized agency for its procurement or import during the tenure the contract, it shall be the duty of Service Provider to arrange for the same.
- 9.12 The products offered by the respective firms should be authentic and of high quality from reputable sources if Service Provider is not the manufacturer.
- 9.13 The provision of service shall throughout the stipulated period of the contract be preceded with all the diligence (time being deemed to be of the essence of the contract on the part of the Service Provider). The provision of service shall have to be made strictly in accordance with the delivery schedule stipulated in the Service Provider's bid and delivery schedule as stipulated in the Employer's local purchase order(s) failing which the Service Provider shall be subject to pay a penalty of 1.5% of the total value of the whole contract order in addition to liquidated damages as per clause 3.8. In case of default beyond 30 days from the date of supply, NAPSA has a right to rescind the contract without assigning any reason and further notice to the Service Provider and obtain supply from open market at the cost and compensation for any loss sustained by NAPSA, if any in connection with the performance of this contract, from the security/pending bills of the Service Provider and the Service Provider may not be considered in any such future contracts notwithstanding the fact that Service Provider may be subjected to blacklisting by the Zambia Public Procurement Authority (ZPPA).
- 9.14 The provision of the services will have to be made free of cost to the in charge of stores to NAPSA premises in perfect good and sound condition. The liability on assurance of condition of goods will be responsibility of the Service Provider.
- 9.15 If any time after commencement of supplies NAPSA for any reason, whatsoever, does not require the whole goods and materials thereof as specified in the quantification projection in the tender (i.e. plus or minus 15%), NAPSA shall have power to terminate all the liability after giving due notice in writing to the Service Provider of his desire to do so as the contract will be based on the **"AS AND WHEN REQUIRED BASIS"**.
- 9.16 The Administration Manager on behalf of the Director General or any of the delegated Directors of NAPSA, shall have power to make any alterations, omission from addition to or substitutions in the original specification, designs and institution that may appear to him necessary or advisable during the course of supply of the stationery or goods and Service Provider shall be bound to supply the goods in accordance with

any instructions which may be given to him in writing signed by the Director General or Managing Directors or any other authorized by him and such alterations, omissions, additions or altered substitutions shall not in any way invalidate the contract.

- 9.18 NAPSA reserves the right to adjust the quantities downward or upward at such intervals as may be in the best interest of NAPSA in accordance with contract provisions.

#### **10.0 SUPPLEMENTARY CONDITIONS**

- 10.1 Goods may be offered by the generic name/formulation/proprietary name with other requirements as per Zambia Bureau of Standards and other International standards as approved by the Zambian Government.
- 10.2 The product offered must be commercially authentic and sound in condition at the time of supply and should be fit for use during the lifespan of useful life. Losses, if any, due to supply of unfit goods will have to be made good by the Service Provider.
- 10.3 The Service Provider shall instruct his own agents to collect the rejected goods at his own cost, In the event of non compliance NAPSA shall reserve the rights to recover the amount from due payments of other stocks.
- 10.4 During the tenure of the contract the Service Provider shall comply with all the provisions of standard delivery practices and shall ensure that tax invoices and delivery notes for delivered services and receipts for payment against the local purchase order has been furnished to Administration department under NAPSA.
- 10.5 The Service Provider should give a guarantee as follows for a particular goods or item delivered in stores to safeguard against the losses on account of rejects or damages.

The Service Provider hereby declare that the services provided to the Employer in this contract shall be of the best quality and shall be strictly in accordance with the specifications and particulars contained/mentioned in the Employer's description clauses and Service Provider's bid. If the said services are discovered even at a later date not to conform to the description and quality aforesaid (and the decision of the employer in that behalf will be final and conclusive) the employer will be entitled to reject the said services or such portion thereof as may be discovered not to conform to the said description and quality. On such rejections, the services will be at the Service Provider's risk and all the provisions herein contained relating to the rejections of services etc. or such portion thereof rejected by the employer shall apply and the service Provider will have to reprovide immediately the services at his cost and responsibility for any undue harm due to service performed will be his. In case of default for reproviding or rejection beyond 10 days the Service Provider will have to pay double the amount or quantity notified to him and pays such damages as may arise by reason of breach of the conditions herein contained. Nothing herein contained

shall prejudice any other rights of the Employer in that behalf under the contract or otherwise. “

- 10.6 The terms and conditions governing this Rate Contract as indicated above shall be binding on the Service Provider once signed for which an acceptance-cum- acknowledgement in the form below shall have to be provided duly signed as evidence of acceptance. The Service Provider will have no right to remove and or substitute any terms and conditions contained herein.

**11.0 ACCEPTANCE – CUM – ACKNOWLEDGEMENT**

- 11.1 The terms and conditions governing the Rate Contract are fully understood by me/us and I/we agree to abide by them. The rates, quoted by me are valid and binding on me for acceptance for the year 2018.
- 11.2 I, the undersigned, hereby bind myself to provide the said services at NAPSA Offices as stated in the bidding document during the year 2018-2019 upon instruction by NAPSA in accordance with the description and quantity in the Rate Contract annexed at the rates specified against them notwithstanding provisions of clause 9.15.
- 11.3 That the services shall be of the best quality and as per the requirements of NAPSA. The decision of NAPSA, as regards the quality of the services shall be final and binding on me.
- 11.4 I agree that in case of failure to provide the services for which a supply order will be placed upon me within the stipulated date of delivery, NAPSA can go for purchase of the same at my risk.
- 11.5 I will submit the sample as and when required within the stipulated period as provided during the tendering process if requested so.
- 11.6 The conditions herein contained shall form part of and shall be binding on the Service Provider based on their bid submitted during the tender process, notwithstanding the provisions of clause 9.16 and shall be treated as agreement itself at the discretion of the National Pension Scheme Authority.
- 11.7 This agreement shall be executed by us within 7 days of the signing of the contract.
- 11.8 NAPSA shall reserve the right if deemed necessary to change any serve on its being found to be of inferior quality, and shall replace in time to avoid any inconvenience.

**Special Conditions of Contract**

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.1</b>	The words “in the Government’s country” are amended to read “in [ <i>name of country</i> ].”
<b>1.1(a)</b>	The Adjudicator is _____
<b>1.1(e)</b>	The contract name is <b>PROVISION OF PROPERTY MANAGEMENT (COMMERCIAL AND RESIDENTIAL) AND HOUSE SALES AGENCY SERVICES FOR KALULUSHI HOUSING COMPLEX ON A ONE (1) YEAR RUNNING CONTRACT BASIS SUBJECT TO RENEWAL FOR ANOTHER YEAR BASED ON PERFORMANCE</b>
<b>1.1(h)</b>	The Employer is <u>NAPSA</u>
<b>1.1(m)</b>	The Member in Charge is _____
<b>1.1(p)</b>	The Service Provider is _____
<b>1.4</b>	<p>The addresses are:</p> <p>Employer: National Pension Scheme Authority (NAPSA)</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: TBA_____</p> <p>Attention: TBA_____</p> <p>Telex: TBA_____</p> <p>Facsimile: TBA_____</p>
<b>1.6</b>	<p>The Authorized Representatives are: Director General</p> <p>For the Employer: NAPSA</p> <p>For the Service Provider: TBA</p>
<b>2.1</b>	The date on which this Contract shall come into effect is TBA

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.2.2	The Starting Date for the commencement of Services is TBA
2.3	The Intended Completion Date is TBA
3.2.3	Activities prohibited after termination of this Contract are: _____ _____
3.4	The risks and coverage by insurance shall be: <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle TBA</li> <li>(ii) Third Party liability TBA</li> <li>(iii) Employer’s liability and workers’ compensation TBA</li> <li>(iv) Professional liability TBA</li> <li>(v) Loss or damage to equipment and property TBA</li> </ul>
3.5(d)	The other actions are _____.]
3.7	Restrictions on the use of documents prepared by the Service Provider are: _____
3.8.1	The liquidated damages rate is 1.5% per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
5.1	The assistance and exemptions provided to the Service Provider are: _____
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is _____.
6.3.2	The performance incentive paid to the Service Provider shall be: _____ _____
6.4	Payments shall be made according to the following schedule: <ul style="list-style-type: none"> <li>i) <i>Payments against Local Purchase Order shall be upon receipt of certified tax invoice ;</i></li> <li>ii) <i>Reports shall be submitted on the services provided if required so;</i></li> <li>iii) <i>The report may be required to explain all the services provided and the period/dates when provided when requested;</i></li> <li>iv) <i>Any other relevant information shall be provided</i></li> </ul>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>All payments made against local purchase order should be accompanied with receipt from Service Provider</i></p> <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> <li>➤ _____ (indicate milestone and/or percentage) _____</li> <li>➤ _____ (indicate milestone and/or percentage) _____ and</li> <li>➤ _____ (indicate milestone and/or percentage) _____</li> </ul> </li> </ul> <p>Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p>
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.</p> <p>The interest rate is _____.</p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p style="padding-left: 40px;">A<sub>L</sub> is _____</p> <p style="padding-left: 40px;">B<sub>L</sub> is _____</p> <p style="padding-left: 40px;">C<sub>L</sub> is _____</p> <p style="padding-left: 40px;">L<sub>mc</sub> and L<sub>oc</sub> are the index for Labor from _____</p> <p style="padding-left: 40px;">I<sub>mc</sub> and I<sub>oc</sub> are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p style="padding-left: 40px;">A<sub>F</sub> is _____</p> <p style="padding-left: 40px;">B<sub>F</sub> is _____</p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><math>C_F</math> is _____</p> <p><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from _____</p> <p><math>I_{mc}</math> and <math>I_{oc}</math> are the index for _____ from _____</p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: _____</p> <p>The Defects Liability Period is ___N/A____.</p>
8.2.3	<p>The Adjudicator is TBA. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____</p>
8.2.4	<p>The arbitration procedures of TBA will be used</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is _____</p>

**Section IX. Contract Forms**

**Table of Forms**

1. Contract Agreement ..... 74  
2. Performance Security ..... 78  
3. Bank Guarantee for Advance Payment ..... 79  
4. Performance Bond.....31

## 1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

Employer” which expression shall unless repugnant to the context, mean and include its successors and assigns of the one part; AND -----  
-----

Service Provider (Hereinafter called “the Contractor” which expression shall, unless repugnant to the context, mean and include)successors and assigns of the other part

WHEREAS

1. The Employer is desirous of engaging a property management (commercial and residential) and house sales agency for Kalulushi housing complex at the said Offices (hereinafter referred to as “the said work”) as per detailed terms and conditions illustrated in this tender document (both the envelopes)

2. The Service Provider have agreed to execute the said works viz. property management (commercial and residential) and house sales agency for Kalulushi housing complex , subject to the provisions hereinafter contained and subject also to Notice inviting tender, form of tender , instructions to the bidders, General Conditions of Contract, Special Conditions, Safety Code , Technical Specifications , schedule of requirement (all of which are hereinafter collectively referred to as the “said conditions”) strictly in accordance with the specifications and schedule of requirements referred to above at or for the respective rates set out in the Schedule of requirements annexed hereto and marked as Part-II amounting to the sum as thereunder arrived at or such other sums as shall become payable thereunder (herein after referred to as the “said contract amount.)

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT:

i) In consideration of the said contract amount to be paid by the Employer to the Service Provider at the time and in the manner set forth in the said conditions and in accordance with the Schedule of payments and complete the work as described in the said Specifications and Schedule of Requirements with due care and diligence.

ii) The said Conditions and the Annexure thereto shall be read and construed as forming a part of this agreement and the parties hereto shall strictly abide by, submit themselves to the said conditions and perform the agreements on their part respectively contained in the said conditions.

iii) Tender documents containing Notice Inviting Tenders, form of tender Instructions to Bidders, articles of agreement, General Conditions of Contract, Appendix thereto, Special Conditions of Contract, Technical Specifications, Schedule of Requirements with the rates entered therein shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their part respectively in such conditions contained.

3. This Contract at fixed contract sum of ...to carry out the work in respect of the entire project to be paid for according to the specifications and related services at the rates contained in the priced bid accepted by Employer or as provided in the said conditions.

4. The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

5. The Service Provider hereby affirms that he has experienced and competent staff that will enable them to ensure proper quality check on the materials, and who will carry out proper tests as required by the specific actions and will supervise the day-to-day working and execution of the contract works.

6. If the Service Provider has any doubt about the quality of any materials or any difficulty in supervision of the day to day work, then it shall be duty of the Service Provider to report the matter in writing forthwith to the Employer and, for the time being, to suspend that portion of the work about which difficulty is experienced, and correct it accordingly to the prevailing standard best practice in the industry without inconveniencing the Employer.

7. The Service Provider covenants and warrants that completed items of the work as well as the entire project completion will be in conformity with the specifications and the terms and conditions of this contract and will be of proper quality and description

7. Time shall be considered as the essence of this Contract and the Service Provider hereby agrees to commence the work immediately from the date of Work Order and shall complete the entire work within six (6.no.) to ten (10no.) weeks months subject nevertheless to the provisions of extension of time as contained in the said conditions if necessary agreed by both parties in writing.

10. The Contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the Employer for the time being, even if such work may not be described in the said Schedule of specifications and scope of work.

11. All payments by the Employer under this Contract will be made only to the Service Provider at recognized and agreed address only.

12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Site and only courts in Site shall have jurisdiction to determine the same if amicable despite resolution and arbitration fails.

13. This agreement shall be signed in duplicate, the original whereof shall be kept in the custody of the Employer and the duplicate with the Service Provider, stamp duty shall be borne and paid by Supplier.

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

For and on behalf of the Procuring Entity

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

For and on behalf of the Service Provider

Signed: *[insert signature of authorized representative(s) of the Service Provider]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

## 2. Performance Security

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

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

ONB No. and title: *[insert no. and title of bidding process]*

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

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

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

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

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

At the request of the Service Provider, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>2</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Service Provider to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>3</sup> and any demand for payment under it must be received by us at this office on or before that date.

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

*[signatures of authorized representatives of the bank and the Service Provider]*

---

<sup>2</sup> *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC.*

<sup>3</sup> *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: " We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

### 3. Bank Guarantee for Advance Payment

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

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

ONB No. and title: *[insert number and title of bidding process]*

*[bank's letterhead]*

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

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

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

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

At the request of the Service Provider, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)<sup>4</sup> in figures and words]* upon receipt by us of your first demand in writing declaring that the Service Provider is in breach of its obligation under the Contract because the Service Provider used the advance payment for purposes other than toward delivery of the services.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Service Provider under the Contract until *[insert date<sup>5</sup>]*.

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

---

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

---

<sup>4</sup> The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC.

<sup>5</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

## Performance Bond

By this Bond, \_\_\_\_\_ as Principal (hereinafter called “the Service Provider”) and \_\_\_\_\_ as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called “the Employer”) in the amount of \_\_\_\_\_ / for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Service Provider has entered into a Contract with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Employer to the Service Provider under the Contract, less the amount properly paid by the Employer to the Service Provider; or
- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

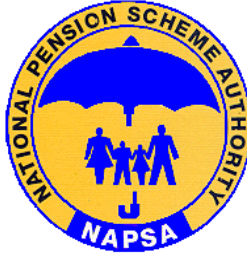


No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed by \_\_\_\_\_  
on behalf of \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

Signed by \_\_\_\_\_  
on behalf of \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_



**NATIONAL PENSION SCHEME AUTHORITY**

**SITE VISITATION CERTIFICATE**

**NAPSA/DI/05/18: PROVISION OF PROPERTY AND FACILITIES MANAGEMENT SERVICES AT THE ECL MALL AND FREEDOM OFFICE PARK KITWE**

This is to certify that.....  
(bidder/or their representative) has this day ..... made a  
physical inspection of the site for the Tender No. ....

Name of NAPSA Officer: .....

Signature: .....

Designation: .....

Date: .....

Signature of Visiting Contractor: .....

Date: .....

Official NAPSA Stamp