

NATIONAL ROAD FUND AGENCY

GOVERNMENT OF THE REPUBLIC OF ZAMBIA

BIDDING DOCUMENT

NRFA/ORD/140/2021

**TENDER FOR THE PROVISION OF LANDSCAPING, CLEANING, GARDENING AND
MAINTENANCE SERVICES IN EXCHANGE FOR ADVERTISING SPACE AT (27) TOLL
STATIONS**

NOVEMBER 2021

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NATIONAL ROAD FUND AGENCY

INVITATION FOR BIDS

NRFA/ORD/140/2021: Tender for the Provision of Landscaping, Cleaning, Gardening and Maintenance Services in Exchange for Advertising Space At Twenty Seven (27) Toll Stations

The National Road Fund Agency (NRFA) invites proposals from eligible and Service Providers for the Provision of Landscaping, Cleaning, Gardening and Maintenance Services in Exchange for Advertising Space at the following Twenty-Seven (27) Toll Stations.

S/N	Toll Station Name	Class	Location
LOT 1			
1	Chongwe	A	Lusaka Province
2	Alexandra Gray Zulu	B	Eastern Province
3	Ruben Chitandika Kamanga	B	Eastern Province
LOT 2			
1	Shimabala	A	Lusaka Province
2	Daniel Mukombwe	B	Southern Province
3	Kebby Musokotwane	B	Southern Province
LOT 3			
1	Katuba	A	Central Province
2	Mumbwa	B	Central Province
3	Tapo	C	Western Province
4	Mweeke	C	Western Province
5	Lui	C	Western Province
LOT 4			
1	Kafulafuta	A	Copperbelt Province
2	Mpongwe	C	Copperbelt Province
LOT 5			
1	Manyumbi	A	Central Province
2	George Kunda SC	B	Central Province
3	Chilonga	B	Muchinga Province
Lot 6			
1	Michael Chilufya sata	A	Copperbelt Province
2	Kalense	C	Northern Province
3	Kakonde	C	Northern Province
4	Kateshi	C	Northern Province
Lot 7			
1	Wilson mofya chakulya	A	Copperbelt Province
2	Mibenge	C	Luapula Province
3	Chembe	C	Luapula Province
4	Ntoposhi	C	Luapula Province

S/N	Toll Station Name	Class	Location
Lot 8			
1	Sabina	B	Copperbelt Province
2	Enoch Kavindele	B	Copperbelt Province
3	Humphrey Mulemba	B	Northwestern Province

Interested eligible bidders may obtain further information from NRFA, Procurement Unit and inspect the soft copy Bidding Document on the NRFA Website: www.nrfa.org.zm.

A complete set of Bidding Documents in English language may be purchased by interested bidders upon payment of a non-refundable fee of ZMW500.00 or its equivalent in any freely convertible currency at the prevailing exchange rate. No cash payments will be accepted, Payments should be made through the following;

Account Name : NRFA Secretariat Kwacha
Bank : ZANACO
Branch : Lusaka Business Centre
Account # : 0000902300161
Sort Code : 010003

Sealed bids clearly marked “**Tender No. NRFA/ORD/140/2021 for the Provision of Landscaping, Cleaning, Gardening and Maintenance Services in Exchange for Advertising Space at Twenty Seven (27) Toll Stations**” must be deposited in the Tender Box situated on 1st Floor, National Road Fund House at the National Road Fund Agency, 33 Fairley Road, Ridgeway, and Lusaka on or before **Friday, 24th December, 2021 at 10:00hrs**. Electronic bidding will not be permitted. Late bids will be rejected.

A Pre-bid meeting will be held on Tuesday 21st December, 2021 at 10:30hrs via ZOOM.

All bids must be accompanied by a Bid Securing Declaration duly signed and sealed by the Guarantor(s).

Procurement Unit
For/Director and Chief Executive Officer
NATIONAL ROAD FUND AGENCY

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Summary Description

These Standard Bidding Documents for Procurement of Non-Consulting and its User's Guide apply either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding (provided alternative documents should be selected as applicable). A brief description of these documents is given below.

SBD for Non-Consulting Services

Summary

PART 1 – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bidding Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

Section IV. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – ACTIVITY SCHEDULE

Section V. Activity Schedule

This Section contains the activity schedule.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI. General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VII. Special Conditions of Contract (PCC)

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

Section VIII. Performance Specifications and Drawings

This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents. **They should not be included in the final documents.**

Section IX: Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

Part I – Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

- | | |
|---|--|
| 1. Scope of Bid | <p>1.1 The Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the BDS.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.</p> |
| 2. Source of Funds | <p>2.1 The Procuring Entity, as defined in the BDS, intends to apply part of the funds, as defined in the BDS, towards the cost of the Services, as defined in the BDS, to cover eligible payments under the Contract for the Services. Payments by the Procuring Entity will be made only at the request of the Project Manager and will be subject in all respects to the terms and conditions of the Contract.</p> |
| 3. Corrupt or Fraudulent Practices | <p>3.1 It is the Government's policy to require that Procuring Entities (including beneficiaries of the funds), as well as bidders, suppliers, and contractors and their subcontractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Government:</p> <p style="margin-left: 40px;">(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="margin-left: 80px;">(i) "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p style="margin-left: 80px;">(ii) "fraudulent practice"³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an</p> |

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of these SBDs, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

obligation;

- (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under Sub-Clauses 1.7 and 2.6.1 of the General Conditions of 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, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to

⁴ For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

remedy the situation;

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Government-financed contract. 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
 - (e) 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 the 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 the Government.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

4. Eligible Bidders

- 4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
- 4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Procuring Entity to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
- 4.3 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 34 of the Public Procurement Act of 2008. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to

demonstrate that it meets the provisions of Section 34(2) of the Public Procurement Act of 2008.

- 4.4 The Government prohibits a withdrawal from the funds for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.
- 4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by ZPPA in accordance with ITB Sub-Clause 3.1.

5. Qualification of the Bidder

- 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of Services performed for each of the last five years;
 - (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;.
 - (d) list of major items of equipment proposed to carry out the Contract; **Not Applicable on this Tender**

- (e) qualifications and experience of key site management and technical personnel proposed for the Contract as per terms of reference provided;
 - (f) reports on the financial standing of the Bidder, such as profit and loss statements, auditor's reports or/and Bank statements for the past five years;
 - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to the Employer to seek references from the Bidder's bankers;
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (j) proposals for subcontracting components of the Services (if any) and the amounts to be subcontracted.
- 5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (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;
 - (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
 - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS;**
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

6. One Bid per Bidder

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be

responsible or liable for those costs.

8. Site Visit

- 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

9. Content of Bidding Documents

- 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Performance Specifications and Drawings (if Applicable)
Section IX	Contract Forms

- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.

10. Clarification of Bidding Documents

- 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all Procuring Entities of the bidding documents, including a description of the inquiry, but without identifying its source.

- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all Procuring Entity's of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

- 12. Language of Bid**
- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in **English**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 13. Documents Comprising the Bid**
- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.
- 14. Bid Prices**
- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based

on the priced Activity Schedule, Section V, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

**15. Currencies of
Bid and
Payment**

15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

(a) for those inputs to the Services which the Bidder expects to provide from within Zambia, the prices shall be quoted in Zambian Kwacha, unless otherwise **specified in the BDS**; and

(b) for those inputs to the Services which the Bidder expects to provide from outside Zambia, the prices shall be quoted in up to any three freely convertible currencies.

15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Zambian Kwacha or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside Zambia, it shall have a correspondent financial institution located in Zambia to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
 - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 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 Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 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 35.

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34;
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

18. Alternative Proposals by Bidders

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In

addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

- 18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

19. Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. 20.1 Bidders must submit the bids online through EGP.
- 20.2 (a) Bids must be addressed to the Procuring Entity at the address **provided in the BDS**;
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract;

and

- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be submitted to the Purchaser through Electronic Government Procurement System (EGP) as specified above no later than the time and date **specified in the BDS**.

21.2 The Procuring Entity may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1 Any Bid received by the Purchaser after the deadline prescribed in ITB Clause 21 will be rejected.

23. Modification and Withdrawal of Bids

23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.

E. Bid Opening and Evaluation

- | | |
|---------------------------------------|---|
| 24. Bid Opening | <p>24.1 The Purchaser will open all bids online through EGP</p> <p>24.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.</p> <p>24.3 The bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.</p> <p>24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.</p> |
| 25. Process to Be Confidential | <p>25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.</p> <p>25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.</p> |
| 26. Clarification of Bids | <p>26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of</p> |

the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of
Bids and
Determination
of
Responsiveness**

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of
Errors**

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be

considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

29. Currency for Bid Evaluation

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

- (a) Zambian Kwacha at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

or

- (b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in Zambian Kwacha.

30. Evaluation and Comparison of Bids

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

32. Award Criteria 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

33. Employer’s Right to Accept any Bid and to Reject any or all Bids 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

34. Notification of Award and Signing of Agreement 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

34.2 The notification of award will constitute the formation of the

Contract.

- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

37. Adjudicator

- 37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

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

Introduction	
ITB 1.1	Name of Contract: Tender for the Provision of Landscaping, Cleaning, Gardening and Maintenance Services in exchange for Advertising space at 27 toll stations Toll Stations.
ITB 4.1	Name of Purchaser: National Road Fund Agency
ITB 6.1	Purchaser's address: P.O Box 50695 Lusaka, Telefax: 253154/252731 Purchasers address for seeking clarifications: The Director and Chief Executive Officer, National Road Fund Agency P.O. Box 50695, Lusaka, Zambia. Tel: +260 1 253145 Fax: +260 01 253154/252731
ITB 8.1	Language of the bid: English

Bid Price and Currency	
ITB 11.2 (a)	N/A
ITB 11.2 (b)	N/A
ITB 11.5	N/A
ITB 12.1 (a)	N/A.

Preparation and Submission of Bids	
ITB 13.3	<p>Qualification requirements:</p> <ul style="list-style-type: none"> (a) Bidder to attach the Certificate of Registration or Incorporation; (b) Bidder to attach the valid Tax Clearance Certificate; (c) Bidder to attach written confirmation authorizing the signatory of the bid to commit the bidder. (d) Engineering Institution of Zambia (EIZ) certificate. (e) National Council for Construction (NCC) Certificate Category C. (f) Proven experience in Landscaping services for at least 2 years.
ITB 15.1	Bid Securing Declaration
ITB 16.1	Bid validity period: ninety (90) days from date of tender opening.
ITB 17.1	N/A
ITB 18.2 (a)	Address for bid submission: Online through E-GP
ITB 18.2 (b)	IFB title and number: The Provision of Landscaping, Cleaning, Gardening and Maintenance Services in exchange for Advertising space at 27 toll stations Toll Stations.
ITB 19.1	Deadline for bid submission is: 10:00 Hours Zambian time on Friday, 24th December 2021
ITB 22.1	Time, date, and place for bid opening are: 10:00 Hours Zambian time on Friday, 10th December, 2021 VIA the EGP System.
ITB 22.2	A PRE-BID MEETING WILL BE HELD ON 21ST DECEMBER, 2021 AT 10:30 HRS VIA ZOOM

Bid Evaluation	
ITB 25.2	N/A
ITB 26.4	Criteria for bid evaluation. ITB Clause 26.4 (a), (b) and (h)
ITB 26.5 (a)	Not applicable

ITB 26.5 (b) (ii)	Delivery period acceptable is 1 - 2 weeks.
ITB 27	Domestic preference: N/A

Contract Award	
ITB 31.1	N/A

TERMS OF REFERENCE

Terms of Reference for Provision of Landscaping, Cleaning, Gardening and Maintenance Services in Exchange for Advertising Space At (27) Toll Stations

Scope of Work for Landscaping on Toll Station

The scope of work includes the provision of cleaning, gardening, maintenance and landscaping services of high industry standards to high end premier facilities using environmentally friendly products and suppliers for premises of approximately **XXX m²**. The layout comprises of office building and space, toll plaza platform and open spaces around the plaza including the plaza perimeter.

1. Office Building and Toll Plaza Platform

Cleaning of office space, meeting rooms, stairways and common areas, bathrooms and their fixtures; cleaning of the kitchen and balcony; cleaning of windows-internal and external waste management.

- I. Offices – Daily: Reception /Meeting/common/conference rooms, paper/waste bins emptied including proper waste management and recycling, floor/carpets-cleaning/dusting/vacuuming of fixtures such as cupboards, shelves, picture frames, couches, chairs, desks and glass partitions
- II. Bathrooms – Daily: Floors washed; fixtures cleaned and disinfected; supplies, including sanitary bins; liquid soap, toilet disinfectant, etc, replenished as required. Refilling hand sanitizers located in the various points around the building, as and when needed, cleaning glass partitions.
- III. Kitchenettes – Daily: Floors; tabletops; sinks cleaned. Waste bins emptied including proper waste management and recycling, washing-up, liquid refilled, weekly- kitchen paper towels replenished cupboards polished; kitchen towels washed and replaced; Litter cleared and properly disposed of.

2. Open Spaces

- I. Providing all operations pertaining to the planting and maintenance of trees, shrubs, ground cover, perennials and annuals to maintain green surroundings.
- II. Providing operations to removing and replacing trees and protecting existing trees in places.
- III. Mow and edge lawns and perimeter of the plaza frequently as need arises.
- IV. Irrigation and watering of plants
- V. Sweeping or blow clean all walkways, curbs and gutters.
- VI. Keep beds free from weeds and rake beds for appealing appearance.
- VII. Prune and trim throughout the year plants around the toll facility.
- VIII. Remove debris including fallen trees and branches.
- IX. Remove litter and leaves to leave surrounding clean.
- X. Keep the Solar Panels clean all the time and its surrounding by adding white stones to beautify the Solar Panel surrounding.
- XI. Planting grass on bare land within the plaza promises.

3. Platform

- I. Booths – Daily: paper/waste bins emptied including proper waste management and recycling, floor/carpets-cleaning/dusting/vacuuming of fixtures such as, s, couches, chairs, desks, and glass partitions.
- II. Boom Barriers and other equipment – Weekly: Washing-up smoke soot, dusting the display units, cameras.
- III. Platform – Sweeping or blow clean all concrete pavement, curbs, Jersey barriers and gutters.
- IV. Removal of cobwebs on the plaza.

4. Perimeter of the Plaza

- I. Remove of debris including fallen trees and branches
- II. Keep the perimeter free from unnecessary weeds and rake for appealing appearance.
- III. Maintaining the perimeter by slashing and planting trees where necessary.

5. Waste Management

The service provider must ensure correct disposal of all Waste at designated dump sites. The contractor must supply bins or suitable containers for waste collection and storage. Waste bins will be emptied according to schedule provided for further collection and disposal to recycling/dump site.

6. Cleaning Supplies

The service provider will provide all equipment as well as environmentally friendly cleaning supplies required for carrying out the work. This shall comprise of but not limited to, all the supplies for cleaning and gardening tools, plants and flowers. Other expected items will include all necessary PPE and safety gears to enable effective discharge of the service.

7. Advertising Space and Messages

- I. All displays and messages signs shall have regard to road safety and not in any way distract and obstruct road users from observance of road traffic signage and road safety regulations. Other display message on interpretive signs and on benches and garbage cans close to the Toll Plaza and short-term promotions, via signs, temporary banners and other forms of promotions approved by the Agency could be allowed in the designated areas.
- II. All designs for adverts shall be submitted to the Agency for prior written approval before being commissioned for installation at the Toll Plaza.
- III. The contract period shall be for one year renewable upon above satisfactory performance as per agreed measurement criteria.

8. In return for above services, the Agency shall;

Provide advertising space to the successful corporate partner to display on the designated places at Toll Plazas. Adverts shall be displayed on the Toll Plaza perimeter walls, Plaza supporting columns and on Plaza Canopy, Plaza Main Office Building and any other appropriate space.

A. List of Toll Stations

Bidders are expected to bid for full quantities in a Lot in order to be considered responsive. Bidders not bidding for the full quantities shall be deemed non responsive and their bids shall be rejected.

S/N	Toll Station Name	Class	Location	Distance to nearest town
LOT 1				
1	Chongwe	A	Lusaka Province	40km from Lusaka Post Office between Lusaka and Chongwe
2	Alexandra Gray Zulu	B	Eastern Province	18km from Nyimba town between Nyimba and Petauke
3	Ruben Chitandika Kamanga	B	Eastern Province	22km from Katete between Katete and Chipata
LOT 2				
1	Shimabala	A	Lusaka Province	17km from Kafue town between Kafue and Chilanga
2	Daniel Mukombwe	B	Southern Province	20km from Choma town between Choma and Batoka junction
3	Kebby Musokotwane	B	Southern Province	18km from Livingstone between Livingstone and Zimba
LOT 3				
1	Katuba	A	Central Province	45km from Lusaka post office between Lusaka and Kabwe
2	Mumbwa	C	Central Province	26km from Mumbwa town Between Mumbwa and Nangoma
3	Tapo	C	Western Province	35 km from Mongu between Mongu and Kalabo
4	Mweeke	C	Western Province	22km from Mongu between Mongu and Kaoma
5	Lui	C	Western Province	15km from Senanga between Senanga and Sioma bridge
LOT 4				
1	Kafulafuta	A	Copperbelt Province	45km from Ndola town between Ndola and Mpongwe Junction
2	Mpongwe	C	Copperbelt Province	13km from Mpongwe town between Mpongwe and Luansobe Junction
LOT 5				
1	Manyumbi	A	Central Province	26km from Kabwe town between Kabwe and Kapiri Mposhi
2	George Kunda SC	B	Central Province	21km from Mkushi town between Kapiri Mposhi and Mkushi

3	Chilonga	B	Muchinga Province	28km from Mpika town Between Mpika and Serenje
Lot 6				
1	Michael Chilufya sata	A	Copperbelt Province	22km from Ndola town between Ndola and Kitwe
2	Kalense	C	Northern Province	20km from Kasama between Kasama and Luwingu
3	Kakonde	C	Northern Province	20km from mbala between nakonde junction and Mbala
4	Kateshi	C	Northern Province	20km from Kasama between Kasama Mbala
Lot 7				
1	Wilson mofya chakulya	A	Copperbelt Province	11km from Kitwe Post office between Kitwe and Chingola
2	Mibenge	C	Luapula Province	15km from Samfya between Samfya and Mansa
3	Chembe	C	Luapula Province	94km from Mansa at Chembe Border
4	Ntoposhi	C	Luapula Province	12km from Mansa between Mansa and Luwingu
Lot 8				
1	Sabina	B	Copperbelt Province	11km from Kalulushi post office between Kalulushi and Sabina
2	Enoch kavindele	B	Copperbelt Province	20km from chingola town between chingola and Solwezi
3	Humphrey mulemba	B	Northwestern Province	22km from solwezi town between solwezi and Mutanda Junction

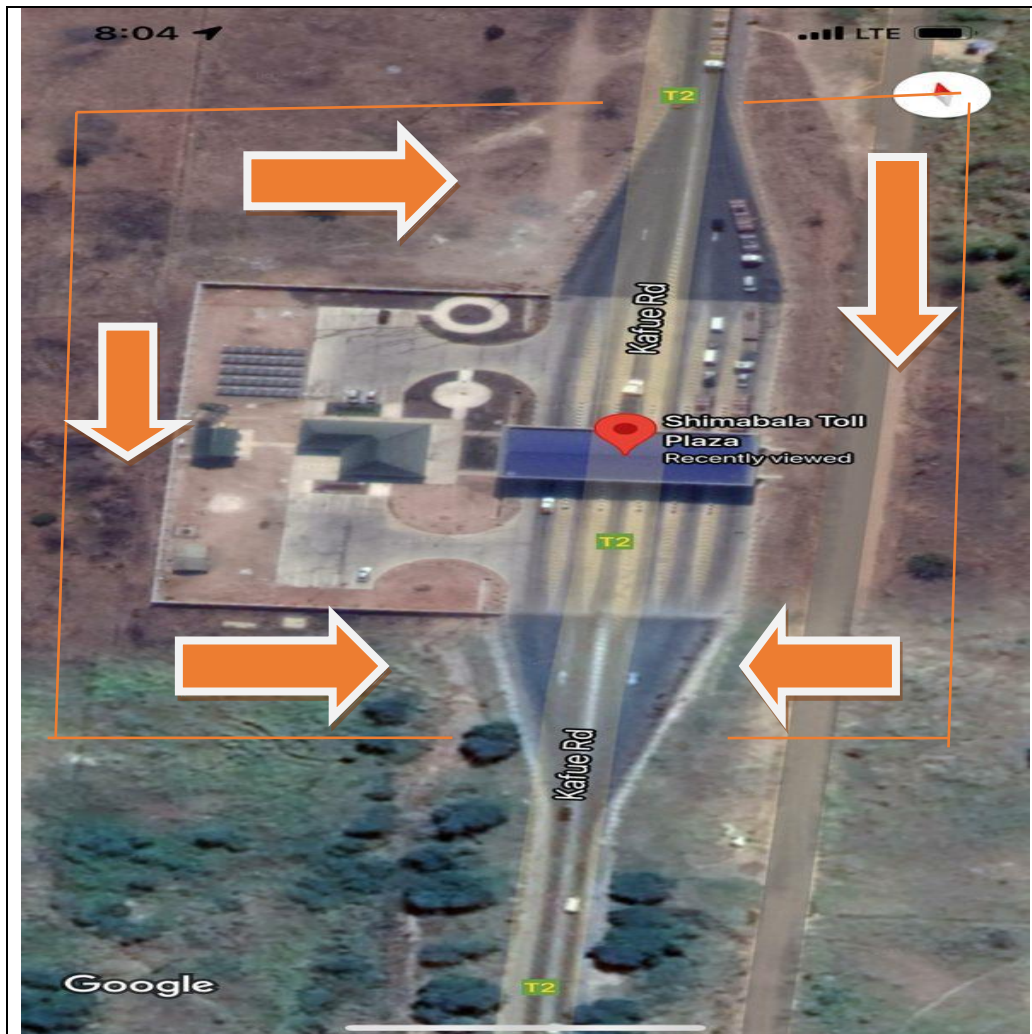
B. Relevant Experience

The contractor should provide proof of having done Landscaping and cleaning works in the past two (2) years. Reference letters, signoffs, job cards or contracts should be provided.

C. Other requirements

Mandatory site visits for all Toll Stations the Service Provider is bidding for.

D. ILLUSTRATION OF PLACES THAT NEED CLEANING/LANDSCAPING AT TOLL STATIONS



KEY



1. WITHIN PERIMETER OF TOLL STATION




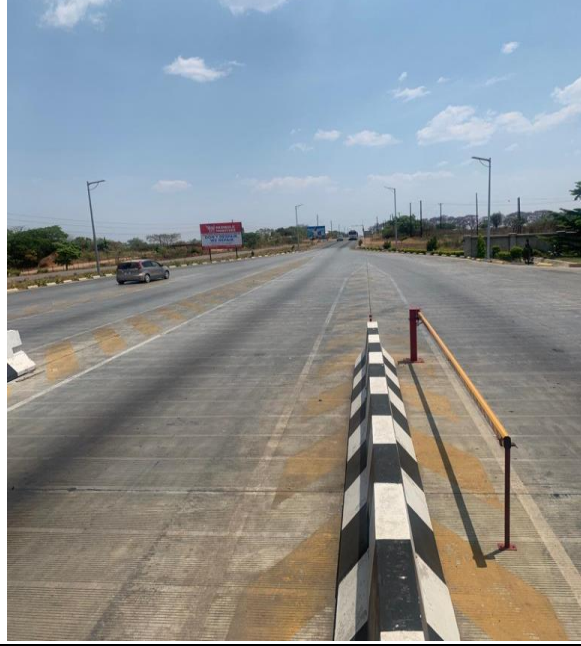
2. END POINT FOR THE





PERIMETER

Behind the Plaza over the wall fence but within the perimeter of the Toll Station	
	
On the approach side of the Plaza but within the perimeter of the Toll Station	Other Structures over the Wall fence but within the perimeter of the Toll Station

	
Across the Tolling Platform within the Toll Station perimeter	Along the detour within the station perimeter
	

On the platform concrete pavement	On the platform concrete pavement
	
Area that needs Landscaping around the Toll Station Control Building	
	

Area outside the Toll Station but within the Station perimeter	Solar panels within the station perimeters
	

I. Bidding Forms

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Service Provider's Bid

[date]

To: *[name and address of Employer]*

Having examined the bidding documents including addenda No, we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[names of currencies]*.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS:
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(e) and GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed
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	position
(a)	
(b)	

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, bank statements etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
 - 2.2 The information in 1.12 above shall be provided for the joint venture.
 - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will 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
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

/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]

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 IV. Eligible Countries

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

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

- (i): as a matter of law or official regulation, the Government prohibits commercial relations with that Country, provided that 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, the Government prohibits any import of goods from that Country or any payments to persons or entities in that Country.

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

- (a) With reference to paragraph (i) above:

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

Part II – Activity Schedule

Section V. Activity Schedule

Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of Services to be performed to enable bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of Services, labor, materials, and Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Service Provider will be paid for work executed on a daywork basis.
- (b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Service Provider's profit, overheads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other Service Providers (refer to Clause 8 of the Conditions of Contract) should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized Service Providers. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

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Form of Contract
LUMP-SUM

THIS AGREEMENT made the ____ day of _____ 2021 between **The National Road Fund Agency** a Statutory Corporation incorporated under National Road Fund Act No. 13 of 2002 of the laws of the Republic of Zambia and having its principal place of business and registered office at **Plot No. 33, Fairley Road, Ridgeway, Lusaka** in the Republic of Zambia of the first part, (hereinafter called “the **Procuring Entity**”) which shall include its successors and assigns, and, a Corporation incorporated under the Companies Act No. 10 of 2017 of the laws of Zambia and having its principal place of business at,, (hereinafter called “the Service Provider”) of the other part:

WHEREAS

- (a) the Procuring Entity has requested the Contractor to provide Cleaning, Landscaping, Gardening and Maintenance services in exchange for advertising space at Chongwe Toll Plaza, as defined in this Contract (hereinafter called the “Services”); for the period toDecember,2022
- (b) the Service Provider, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.
- (c) the Procuring Entity being a mandated Toll Operator in the Republic of Zambia and having the responsibility to care for the Toll Infrastructure under its custody, undertakes to provide advertising space to the successful Service Provider to display on designated places at Chongwe Toll Plaza advertising messages on the Toll Plaza perimeter walls, Plaza supporting columns and on approaches to the Toll Facilities but excluding on the toll booths, Plaza Canopy and Plaza main office building in exchange for Cleaning, Landscaping, Gardening and Maintenance services as defined in this Contract. Further, it being understood that (i) Continued payments by the Procuring Entity through provision of value by way of advertising space will be made only at the request of the Authorized Representative and upon approval by the Controlling Officer or Chief Executive Officer; (ii) such payments will be subject, in all respects, to the terms and conditions of the Contract, including meeting the set performance standards as per monthly inspections; and (iii) no party other than the Procuring Entity shall derive any rights from the Contract or have any claim to the proceeds as set forth in the contract.
- (d) This Contract is drawn in conformity with the provisions of the Public Procurement Act No. 12 of 2008, The Public Procurement Regulations contained in Statutory Instrument No. 63 of 2011 and the Public Finance Management Act No. 1 of 2018

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Performance Assessment Form

In the event of any inconsistency between the documents, the following order of precedence shall prevail:

- i. the Special Conditions of Contract;
- ii. the General Conditions of Contract, including Attachment 1;
- iii. Appendix A; Appendix B; Appendix C; Appendix D; Appendix E.
- iv. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Entity 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;

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 National Road Fund Agency

Name -----

Signature ----- Date: -----

Director/CEO

Witness

Name: -----

Signature -----

For and on behalf of

Name : -----

Signature: ----- Date: -----

Executive Director

Witness

Signature -----

Name -----

I. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Regulations” means Public Procurement Regulations, Statutory Instrument N^o. 63 of 2011.
- (b) “Applicable Law” means the Laws of Zambia and any other instruments having the force of law in Zambia, as they may be issued and in force from time to time.
- (c) “Procuring Entity” means the Procuring Entity or implementing agency that signs the Contract for the Services with the Selected Service Provider.
- (d) “Service Provider” means a legally established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
- (e) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Service Provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Contractor, Sub-Contractor or JV member(s) assigned by the Contractor to perform the Services or any part thereof under the Contract.
- (i) “Foreign Currency” means any currency other than the currency of Zambia.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the government of Zambia.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all

businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Contractor’s proposal.
- (n) “Local Currency” means the currency of Zambia.
- (o) “Non-Key Expert(s)” means an individual professional provided by the Contractor or its Sub-Contractor to perform the Services or any part thereof under the Contract.
- (p) “Party” means the Procuring Entity or the Service Provider, as the case may be, and “Parties” means both of them.
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A hereto.
- (s) “Sub-Contractors” means an entity to whom/which the Service Provider subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Service Provider or a Sub-Contractor.

**2. RELATIONSHIP
BETWEEN THE
PARTIES**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Service Provider. The Service Provider, subject to this Contract, has complete charge of the Experts and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. LAW GOVERNING
CONTRACT**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. LANGUAGE

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

II. General Conditions of Contract

- 5. HEADINGS** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. COMMUNICATIONS** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. LOCATION** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto 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 Procuring Entity may approve.
- 8. AUTHORITY OF MEMBER IN CHARGE** 8.1. In case the Service Provider is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Contractor's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.
- 9. AUTHORIZED REPRESENTATIVES** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials specified in the **SCC**.
- 10. CORRUPT AND FRAUDULENT PRACTICES** 10.1. The Government requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Procuring Entity requires the Service Provider to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by ZPPA.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. EFFECTIVENESS OF CONTRACT** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Entity’s notice to the Contractor instructing the Contractor to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. COMMENCEMENT OF SERVICES** 13.1. The Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. EXPIRATION OF CONTRACT** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. ENTIRE AGREEMENT** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. MODIFICATIONS OR VARIATIONS** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of ZPPA is required.
- 17. FORCE MAJEURE**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

II. General Conditions of Contract

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. 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.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Procuring Entity, shall either:

- (a) demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Contractor shall continue to be

paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. SUSPENSION

18.1. The Procuring Entity may, by written notice of suspension to the Contractor, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Service Provider of such notice of suspension.

19. TERMINATION

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Entity

19.1.1. The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

II. General Conditions of Contract

- (e) If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Service Provider fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Procuring Entity determines that the Service Provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Service Provider may, after giving fourteen (14) calendar days written notice to the Service Provider, terminate the Service Provider's employment under the Contract.

b. By the Service Provider

19.1.3. The Service Provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Entity fails to pay any money due/or make available agreed space to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Service Provider that such payment is overdue.
- (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Procuring Entity of the Service Provider's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and

records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Procuring Entity, the Contractor shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

C. OBLIGATIONS OF THE SERVICE PROVIDER

20. GENERAL

a. Standard of Performance

20.1 The Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

20.2. The Service Provider shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

20.3. The Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-Contractors as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Service Provider shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Service Provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Contractors, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in Zambia when

(a) as a matter of law or official regulations, the Government prohibits

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commercial relations with that country; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Procuring Entity shall notify the Service Provider in writing of relevant local customs, and the Service Provider shall, after such notification, respect such customs.

21. CONFLICT OF INTERESTS

21.1. The Service Provider shall hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Contractor Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Service Provider pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Contractor's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Sub-Contractors, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Service Provider shall comply with the Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

b. Contractor and Affiliates Not to Engage in Certain Activities

21.1.3 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Service Provider shall not engage, and shall cause its Experts as well as its Sub-Contractors not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose

21.1.5 The Service Provider has an obligation and shall ensure that its Experts and Sub-Contractors shall have an obligation to disclose any situation of actual

Conflicting Activities	<u>or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the Service Provider or the termination of this Contract.</u>
22. CONFIDENTIALITY	<u>22.1 Except with the prior written consent of the Procuring Entity, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</u>
23. LIABILITY OF THE SERVICE PROVIDER	23.1 Subject to additional provisions, if any, set forth in the SCC , the Service Provider's liability under this Contract shall be provided by the Applicable Law.
24. INSURANCE TO BE TAKEN OUT BY THE SERVICE PROVIDER	24.1 The Service Provider (i) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at its (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Service Provider shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. ACCOUNTING, INSPECTION AND AUDITING	<p>25.1 The Service Provider shall keep, and shall make all reasonable efforts to cause its Sub-Contractors to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 The Service Provider shall permit and shall cause its Sub-Contractors to permit, the Government and/or persons appointed by the Government to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Government if requested by the Government. The Service Provider's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ZPPA's prevailing sanctions procedures.)</p>
26. REPORTING OBLIGATIONS	26.1 The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
27. PROPRIETARY RIGHTS OF THE PROCURING ENTITY	27.1 Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Service

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IN REPORTS AND RECORDS AND Provider for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

27.2 If license agreements are necessary or appropriate between the Service Provider and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Contractor shall obtain Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. EQUIPMENT, VEHICLES AND MATERIALS AND 28.1 Equipment, vehicles and materials made available to the Service Provider by the Procuring Entity, or purchased by the Procuring Entity wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Procuring Entity shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Service Provider, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Service Provider or its Experts into Zambia for the use either for the project or personal use shall remain the property of the Service Provider or the Experts concerned, as applicable.

D. SERVICE PROVIDER'S EXPERTS AND SUB-CONTRACTORS

29. DESCRIPTION OF KEY EXPERTS 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Service Provider's Key Experts are described in **Appendix B**.

30. REPLACEMENT OF KEY EXPERTS 30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Service Provider's written request and due to circumstances outside the reasonable control of the Service Provider, including but not limited to death or medical incapacity. In such case, the Contractor

shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. REMOVAL OF EXPERTS OR SUB-CONTRACTORS

31.1 If the Procuring Entity finds that any of the Experts or Sub -Service Provider has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Service Provider's Expert or Sub-Contractor have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Service Provider shall, at the Procuring Entity's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-Contractors is found by the Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Contractor to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-Contractors shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

31.4 The Service Provider shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE PROCURING ENTITY

32. ASSISTANCE AND EXEMPTIONS

32.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:

- (a) Assist the Procuring Entity with obtaining work permits and such other documents as shall be necessary to enable the Procuring Entity to perform the Services.
- (b) Assist the Procuring Entity with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Entity's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or

II. General Conditions of Contract

appropriate for the prompt and effective implementation of the Services.

- (d) Assist the Service Provider and the Experts and any Sub-Contractors employed by the Service Provider for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Zambia according to the applicable law in Zambia.
- (e) Assist the Service Provider, any Sub-Contractors and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Zambia, of bringing into Zambia reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Service Provider any such other assistance as may be specified in the SCC.

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| 33. ACCESS TO PROJECT SITE | 33.1 The Procuring Entity warrants that the Service Provider shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Service Provider and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Service Provider or any Sub-Contractors or the Experts of either of them. |
| 34. CHANGE IN THE APPLICABLE LAW RELATED TO TAXES AND DUTIES | 34.1 If, after the date of this Contract, there is any change in the applicable law in Zambia with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1 |
| 35. SERVICES, FACILITIES AND PROPERTY OF THE PROCURING ENTITY | 35.1 The Procuring Entity shall make available to the Service Provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A . |
| 36. COUNTERPART PERSONNEL | 36.1 The Procuring Entity shall make available to the Service Provider free of charge such professional and support counterpart |

personnel, to be nominated by the Procuring Entity with the Contractor's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is consistent with the position occupied by such member, the Service Provider may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

**37. PAYMENT
OBLIGATION**

37.1 In consideration of the Services performed by the Service Provider under this Contract, the Procuring Entity shall make available advertising space to the Service Provider for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

G. FAIRNESS AND GOOD FAITH

38. GOOD FAITH

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

H. SETTLEMENT OF DISPUTES

**39. AMICABLE
SETTLEMENT**

39.1 Any dispute between the parties shall be resolved amicably through mutual consultation.

**46.
ASSIGNMENT**

Neither the Procuring Entity nor the Service Provider shall assign, in whole or in part, their obligations under this contract, except with prior written consent of the other party.

47. ENTIRETY

This contract comprises the entire agreement between the parties relating to the subject matter hereof, to the exclusion of all terms and conditions or collateral agreements, negotiations, notices of intention, promises, warranties, arrangements, undertakings and representations (whether written or oral) of the parties with respect thereto made prior to the date of this Agreement other than those representations expressly included in the contract.

The termination of this contract for any reasons shall not release

II. General Conditions of Contract

48. SURVIVAL

either party form any liabilities or obligations set forth in the contract which remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

49. NO JOINT VENTURE

Nothing in this contract shall create a partnership or joint venture between the parties hereto and save as expressly provided in this contract neither party shall enter or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other party hereto.

50. CORPORATE AUTHORITY AND STANDING

The Procuring Entity has full power to enter into and perform this contract and this contract when executed will constitute a valid and binding obligation on the Procuring Entity in accordance with its terms.

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

II. General Conditions

Attachment 1: Government’s Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

“Fraud and Corruption

1.23 It is the Government’s policy to require that Procuring Entities (including beneficiaries of Government funds), Service Providers, and their agents (whether declared or not), sub-contractors, sub-Contractors, service providers, or Service Providers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Government-financed contracts [footnote: In this context, any action taken by a Service Provider or any of its personnel, or its agents, or its sub-Contractors, sub-contractors, services providers, Service Providers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Government:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁶;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁷;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁸;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁹;

⁶ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

⁷ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁸ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

(v) “obstructive practice” is

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the Contractor recommended for award or any of its personnel, or its agents, or its sub-Contractors, sub-contractors, services providers, Service Providers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis-procurement and cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a recipient of any part of the proceeds were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to address such practices when they occur, including by failing to inform the Government in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a nominated¹⁰ sub-Contractor, Service Provider, or service provider of an otherwise eligible firm being awarded a Government-financed contract.

⁹ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹⁰ A nominated sub-Contractor, Service Provider, or service provider is one which has been either (i) included by the Contractor in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the Contractor’s proposal for the particular services; or (ii) appointed by the Borrower.

II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the laws of the Republic of Zambia.
6.1 and 6.2	<p>The addresses are:</p> <p>Procuring Entity : National Road Fund Agency, 33 Fairley Road, P. O. Box 50695, Lusaka Attention : Director /CEO Facsimile : 0211 253154/0211 252731 E-mail (where permitted):</p> <p>Contractor : Plot P.O Box</p> <p>Attention : Facsimile : E-mail (where permitted) :</p>
	<p><i>N/A</i>....., a Corporation incorporated under the Companies Act No. 10 of 2017 of the laws of Zambia and having its principal place of business at,, P.O Box, (hereinafter called “the Service Provider”) of the other part:</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity:</p> <p>For the Service Provider:.....</p>
11.1	<i>N/A</i>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be one month</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be fourteen days after contract signing</p>

	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be up to 31 st December, 2022.
D	The Procuring Entity reserves the right to determine on a case-by-case basis whether the Service Provider should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes
23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: Professional liability insurance, with a minimum coverage ofeach and every claim
27.2	The Service Provider shall not use these reports for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.
38.1	N/A
41.2.1	N/A
42.1	N/A
45	Arbitration Act No. 19 of 2000. The seat of arbitration shall be Lusaka, Zambia.

III. Appendices

APPENDIX A – TERMS OF REFERENCE

Model Form I
Toll Plaza cleaning, gardening, maintenance and landscaping services by
Performance Contract - Performance Assessment Form