

NATIONAL ASSEMBLY OF ZAMBIA



**BIDDING DOCUMENT**

for the

**Procurement of Works**

**TENDER No. NAS/PC/28/16**

**BMZ Ident.No.2011 66 560**

**TENDER FOR THE CONSTRUCTION OF SIXTEEN (16)  
CONSTITUENCY OFFICES IN EASTERN, WESTERN,  
NORTH-WESTERN, CENTRAL, LUAPULA, COPPERBELT,  
SOUTHERN AND NORTHERN PROVINCES.**

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**18 April, 2016**

# SBD for Procurement of Works

## 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. Bid 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. Evaluation and Qualification Criteria *(alternative Section III to be used when Prequalification has taken place before bidding)*

This Section contains the criteria to determine the best-evaluated bid and to ascertain the continued qualification of the Bidder to perform the contract.

#### Section III. Evaluation and Qualification Criteria *(alternative Section III to be used when Prequalification has not taken place before bidding)*

This Section contains the criteria to determine the best-evaluated bid and the qualifications of the Bidder to perform the contract.

#### Section IV. Bidding Forms

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

#### Section V. Eligible Countries

This Section contains information regarding eligible countries.

### PART 2 – WORKS REQUIREMENTS

#### Section VI. Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

**Section I: Invitation for Bids**

**NAS/PC/28/16 (BMZ Ident.No.2011 66 560): TENDER FOR THE CONSTRUCTION OF SIXTEEN (16) CONSTITUENCY OFFICES IN EASTERN, WESTERN, NORTH-WESTERN, CENTRAL, LUAPULA, COPPERBELT, SOUTHERN AND NORTHERN PROVINCES.**

- 1.0 In November, 2012 the National Assembly and KFW entered into a Financial Co-operation agreement under a project entitled strengthening Parliamentary control in Zambia. The objective of the project is to increase the population's understanding of Parliamentary work and their means to influence this work in a way that the oversight and legislative function of Parliament become more efficient and effective. One of the key components of the project is the construction of sixteen (16) Constituency Offices in Eastern, Western, Northern-Western, Central, Luapula, Copper belt, Southern and Northern Provinces.
- 2.0 The National Assembly now invites sealed bids from bidders in NCC Grade 4, 5 and 6 for the Construction of Constituency Offices in Eastern, Western, Northern-Western, Central, Luapula, Copper belt, Southern and Northern Provinces.
- 3.0 **The Bill of Quantities is attached behind the Bid Document.**
- 4.0 The bidder is allowed to bid for any or all the lots tabulated below but the maximum number of Constituency Office allowed for award to each bidder is five (05).

LOT NO	Constituencies	Name of Constituency	District	QTY
Lot 1	<b>Eastern Province</b>	<ul style="list-style-type: none"> <li>- Luangeni</li> <li>- Kapoche</li> <li>- Vubwi</li> <li>- Msanzala</li> <li>- Kasenengwa</li> </ul>	<ul style="list-style-type: none"> <li>• Chipata</li> <li>• Petauke</li> <li>• Vubwi</li> <li>• Petauke</li> <li>• Chipata</li> </ul>	05
Lot 2	<b>Western Province</b>	<ul style="list-style-type: none"> <li>- Nalolo</li> <li>- Sikongo</li> <li>- Nalikwanda</li> <li>- Luena</li> </ul>	<ul style="list-style-type: none"> <li>• Nalolo</li> <li>• Sikongo</li> <li>• Mongu</li> <li>• Limulunga</li> </ul>	04
Lot 3	<b>Northern-Western Province Central Province Luapula Province Copperbelt Province</b>	<ul style="list-style-type: none"> <li>- Solwezi East</li> <li>- Mkushi North</li> <li>- Chembe</li> <li>- Kafulafuta</li> </ul>	<ul style="list-style-type: none"> <li>• Solwezi</li> <li>• Mkushi</li> <li>• Chembe</li> <li>• Masaiti</li> </ul>	04
Lot 4	<b>Southern Province</b>	<ul style="list-style-type: none"> <li>- Pemba</li> <li>- Mapatizya</li> </ul>	<ul style="list-style-type: none"> <li>• Pemba</li> <li>• Kalamo</li> </ul>	02
Lot 5	<b>Northern Province</b>	<ul style="list-style-type: none"> <li>- Chimbamilonga</li> </ul>	<ul style="list-style-type: none"> <li>• Nsama</li> </ul>	01

- 5.0 Short-listed bidders may inspect the bidding document and obtain further information from the National Assembly Offices, Rooms M4 and M7, Plot no.5030, Olympia, Parliament Road, about, P.O. Box 31299, Lusaka, Zambia. The telephone numbers are 260-211-292425-36 and the telefax numbers are 260-211-292252/295563 and on the National Assembly of

Zambia Website. **HOWEVER, TELEGRAPHIC AND/OR ELECTRONIC OFFERS WILL NOT BE ACCEPTED.**

- 6.0 A complete set of bidding documents in English may be obtained from the National Assembly Procurement Offices in M4 and M7, upon providing a receipt for purchase of the bid document at **K 1,000.00 a non-refundable fee** in cash or Bank certified cheque. A soft copy may also be obtained from the National Assembly website, [www.parliament.gov.zm](http://www.parliament.gov.zm)
- 7.0 The bids including proof of payment of K1,000.00 must be sent clearly marked **“TENDER FOR THE CONSTRUCTION OF CONSTITUENCY OFFICES IN EASTERN, WESTERN, NORTH-WESTERN, CENTRAL, LUAPULA, COPPERBELT, SOUTHERN AND NORTHERN PROVINCES.”** and addressed to the Secretary, the National Assembly Procurement Committee and sent not later than **Friday 10<sup>th</sup> June, 2016 at 14:30 hours local time. A Pre-bid meeting will take place on Tuesday 17<sup>th</sup> May, 2016 in Committee Room No. 3 at 14:30 hours Parliament Building.**
- 8.0 The bids must be deposited in the Tender Box situated at the National Assembly Offices, Plot no.5030, Olympia, Parliament Road, Lusaka on or before **Friday 10<sup>th</sup> June, 2016 at 14:30hrs local time. LATE BIDS WILL NOT BE ACCEPTED.** Bids will be opened soon after closing in the Committee Room no.3 Parliament Buildings, Lusaka, in the presence of Bidders’ representatives who choose to attend.

Alfred M Mulaye

**For/THE CLERK OF THE NATIONAL**

amulaye@parliament.gov.zm

## **PART 3 – *CONDITIONS OF CONTRACT AND CONTRACT FORMS***

### **Section VII. General Conditions (*GC*)**

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 VIII. Particular Conditions (*PC*)**

This Section consists of Part A, Contract Data, which contains data, and Part B, Specific Provisions, which contains clauses specific to each contract. The contents of this Section supplement the General Conditions and shall be prepared by the Employer.

### **Section IX: Annex to the Particular Conditions - 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.

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# **PART 1 – BIDDING PROCEDURES**



# Section I. Instructions to Bidders

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# **Section I. Instructions to Bidders**

## A. General

### Scope of Bid

1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, **as indicated in the BDS**, issues these Bidding Documents for the procurement of Works as specified in Section VI, Works Requirements. The name, identification, and number of lots (contracts) of the Open International Bidding (OIB) are provided in the BDS.

1.2 Throughout these Bidding Documents:

the term “in writing” means communicated in written form and delivered against receipt;

except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

“day” means calendar day;

The term “Engineer” refers to the officer, body or institution appointed under Section 57 of the Public Procurement Act of 2008 as Contract Manager;

“Government” refers to the Government of the Republic of Zambia, any Employer or the relevant approvals authority as defined in the Public Procurement Act of 2008; and

“ZPPA” refers to the Zambia Public Procurement Authority.

### Source of Funds

2.1 The Employer indicated in the BDS has applied for or received financing (hereinafter called “funds”) toward the cost of the project or programme **named in the BDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.

2.2 Payments by the Employer will be made only at the request of the Engineer. The Government prohibits a withdrawal for the purpose of any payment to persons or entities, or for any import of equipment, plant, or materials, 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.

### Fraud and Corruption

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 agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. <sup>1</sup>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 party<sup>2</sup>;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
- (iii) “collusive practice” is an arrangement between two or more parties<sup>4</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party<sup>5</sup> 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 Bank investigation into allegations of a

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<sup>1</sup>In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup>“Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Government staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> “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.

<sup>4</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> “Party” refers to a participant in the procurement process or contract execution.

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 Bank's inspection and audit rights provided for under sub-clause 3.1(e) below.

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;

will cancel the funds allocated to a contract if it determines at any time that representatives of the Employer or of a beneficiary engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Employer having taken timely and appropriate action satisfactory to remedy the situation; and

will sanction a firm or an individual, at any time, in accordance with prevailing sanctions procedures, including suspending or barring a bidder in accordance with Sections *sixty-five*, *sixty-six* and *sixty-seven* of the Public Procurement Act of 2008 and in accordance with regulations 162 to 167 of the Public Procurement Regulations of 2011: (i) to be awarded a Government-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded 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.

3.2 In further pursuance of this policy, Bidders shall permit the Government to inspect any 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.

## Eligible Bidders

- 3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.
- 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture or association:
- (a) **unless otherwise specified in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
  - (b) The JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all partners constituting the Bidder, may have the nationality of any country subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related Services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have at least one controlling partner in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other directly that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one

- bid; or
  - (f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid;
  - (g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Employer as Engineer for the Contract implementation.
- 4.4 A Bidder that has been sanctioned by ZPPA in accordance with the above ITB 3.1 (d), , shall be ineligible to be awarded a Government-financed contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as ZPPA shall determine.
- 4.5 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 institutions 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.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 Bidders shall be excluded if:
- (a) as a matter of law or official regulation, the Government prohibits commercial relations with that country, provided that Co-operating Partners involved are satisfied that such exclusion does not preclude effective competition for the supply of Works required; 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 or contracting of Works or services from that country or any payments to persons or entities in that country.
- 4.8 This bidding is open only to prequalified Bidders unless an exception has been granted by ZPPA, **as indicated in the BDS.**
- 5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene

**Eligible Materials,  
Equipment, and  
Services**

such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

## **B. Contents of Bidding Documents**

### **Sections of Bidding Documents**

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

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

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

#### **PART 2 Works Requirements**

- Section VI. Works Requirements

#### **PART 3 Conditions of Contract and Contract Forms**

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Annex to the Particular Conditions - Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.

- 6.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### **Clarification of Bidding Documents, Site Visit, Pre-Bid**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in

## Meeting

accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, **if provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer should extend the deadline for the submission of bids, pursuant to ITB 22.2

### **C. Preparation of Bids**

- Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- Language of Bid**
- 10.1 The Bid, 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 that are part of the Bid 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, such translation shall govern.
- Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid and Appendix to Bid
  - (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14;
  - (c) Bid Security, in accordance with ITB 19;
  - (d) alternative bids, if permissible, in accordance with ITB 13;
  - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or,

if post-qualification applies, as indicated in accordance with ITB 4.8, the Bidder's qualifications to perform the contract if its Bid is accepted;

- (g) Technical Proposal in accordance with ITB 16; and
- (h) any other document required in the BDS.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. 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.

**Letter of Bid and Schedules**

12.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

**Alternative Bids**

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

13.2 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.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the best-evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section VI, Work's Requirements.

**Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.3 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.4 **Unless otherwise provided in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.4 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all lots (contracts) are submitted and opened at the same time.
- 14.6 All duties, taxes, and other levies payable by the Contractor 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 rates and prices and the total Bid Price submitted by the Bidder.

**Currencies of Bid and Payment**

- 15.1 The currency (ies) of the bid and the currency (ies) of payments shall be **as specified in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency

requirements shall be provided by Bidders.

**Documents  
Comprising the  
Technical Proposal**

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**Documents  
Establishing the  
Qualifications of  
The Bidder**

17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as indicated in accordance with ITB 4.8, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.2 If a margin of preference applies as indicated in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility indicated in accordance with ITB 33.1.

**Period of Validity of  
Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

(a) In the case of fixed price contracts, the Contract price

shall be the bid price adjusted by the factor **specified in the BDS**.

(b) In the case of adjustable price contracts, to determine the Contract price, the fixed portion of the bid price shall be adjusted by the factor **specified in the BDS**.

(c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

## **Bid Security**

19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional bank guarantee issued by a bank or surety;

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security **indicated in the BDS**, from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

19.5 If a bid security is specified pursuant to ITB 19.1, 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 41.

19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 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 Letter of Bid or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 40; or

(ii) Furnish a performance security in accordance with ITB 41.

19.8 The bid security or the Bid-Securing Declaration of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

19.9 If a bid security is **not required in the BDS** pursuant to ITB 19.1, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or

(b) if the successful Bidder fails to sign the Contract in accordance with ITB 40; or furnish a performance security in accordance with ITB 41;

the Employer may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

**Format and Signing of Bid**

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 A bid submitted by a JVA shall comply with the following requirements:
- (a) Unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners and
  - (b) Include the Representatives' authorization referred to in ITB 14.1 (b), consisting of a power or attorney signed by those legally authorized to sign on behalf of the JVA.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

#### **D. Submission and Opening of Bids**

##### **Sealing and Marking of Bids**

- 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 22.1;
  - (c) bear the specific identification of this bidding process indicated in the BDS 1.1; and
  - (d) bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

**Deadline for Submission of Bids**

- 22.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**. **When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**Late Bids**

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

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

- 24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
  - (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
  - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**Bid Opening**

- 25.1 The Employer shall open the bids in public, in the presence of Bidders` designated representatives and anyone who choose to attend, and at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures

required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.

- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; the presence or absence of a bid security, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. **If so requested by the Employer in the BDS**, the Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner indicated in the BDS. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.
- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **E. Evaluation and Comparison of Bids**

- Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- Determination of Responsiveness**
- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**Nonmaterial  
Nonconformities**

- 30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformity in the bid that do not constitute a material deviation, reservation or omission.
- 30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The

adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**Correction of  
Arithmetical Errors**

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price 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, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Bidder that submitted the best-evaluated bid does not accept the correction of errors, its bid shall be rejected.

**Conversion to Single  
Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency **as specified in the BDS**.

**Margin of Preference**

33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.

**Evaluation of Bids**

34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a bid, the Employer shall consider the following:

(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Day work items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in

accordance with ITB 31.1;

- (c) price adjustment due to discounts offered in accordance with ITB 14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria;

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the best-evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.

34.5 If the bid, which results in the best-evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

**Comparison of Bids**

35.1 The Employer shall compare all substantially responsive bids in accordance with ITB 34.2 to determine the best-evaluated bid.

**Qualification of the Bidder**

36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the best-

evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if post qualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next best-evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

**F. Award of Contract**

**Award Criteria**

38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the best-evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**Notification of Award**

39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. At the same time, the Employer shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* and in the *dg Market* the results identifying the bid and lot numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

39.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 39.1, requests in writing the grounds on which its bid was not selected.

**Signing of Contract**

40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

**Performance Security**

41.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next best-evaluated Bidder

whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is <b>TENDER No. NAS/PC/28/16</b>
<b>ITB 1.1 &amp; 2.1</b>	The Employer is: The <b>NATIONAL ASSEMBLY</b>
<b>ITB 1.1</b>	The name of the Tender is: The <b>TENDER FOR THE CONSTRUCTION OF CONSTITUENCY OFFICES IN EASTERN, WESTERN, NORTH-WESTERN, CENTRAL, LUAPULA, COPPERBELT, SOUTHERN AND NORTHERN PROVINCES.</b>  The identification number of the Tender is: <b>NAS/PC/28/16</b>
<b>ITB 2.1</b>	The name of the Project is: <b>TENDER FOR THE CONSTRUCTION OF SIXTEEN CONSTITUENCY OFFICES IN EASTERN, WESTERN, NORTH-WESTERN, CENTRAL, LUAPULA, COPPERBELT, SOUTHERN AND NORTHERN PROVINCES.</b>
<b>ITB 4.1 (a)</b>	The individuals or firms in a joint venture or association are jointly and severally liable. <i>N/A</i>
<b>B. Bidding Documents</b>	
<b>ITB 7.1</b>	For <b>clarification purposes</b> only, the Employer's address is: Attention: <b>The Head of Procurement, National Assembly</b> Street Address: <b>Plot No. 5030, Olympia, Parliament Road Lusaka</b> Floor/Room number: <b>1st Floor, Rooms No.M4 &amp;M 7</b> City: Lusaka <b>Zambia</b>  Telephone: <b>+260-211-292426-36</b> Facsimile number: <b>+260-211-295563</b> Electronic mail address: <b>amulaye@parliament.gov.zm</b>
<b>ITB 7.4</b>	A Pre-Bid meeting will take place on the following date, time and place: Date: <b>Tuesday 17<sup>th</sup> May, 2016</b> Time: <b>14:30 hours</b> Place: <b>Parliament Main Buildings, Committee Room No. 3.</b> <b>A site visit conducted by the Employer National Assembly will be organized</b>
<b>C. Preparation of Bids</b>	
<b>ITB 11.1 (h)</b>	The Bidder shall submit with its bid the following additional documents: i. <b>Signed Bid Form</b>

	<p>ii. <b>Certificate of incorporation –registration of the company with Patents and Companies Registration Authority (PACRA)</b></p> <p>iii. <b>Latest tax clearance and VAT Registration Certificate.</b></p> <p>iv. <b>Power of attorney</b> – Show that the bid form has been signed by the authorized person.</p> <p>v. <b>Bid Validity (90) days from bid opening date</b></p> <p>vi. <b>Completion Period of (24) weeks</b></p> <p>vii <b>NCC Certificate of grade 4, 5 or 6</b></p> <p>viii. <b>Receipt to show proof of purchasing the bid document.</b></p> <p>xi. <b>Declaration of Undertaking.</b></p>
<b>ITB 13.1</b>	Alternative bids <b>“Shall not be”</b> permitted.
<b>ITB 13.2</b>	Alternative times for completion permitted. <i>N/A</i> If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <i>N/A</i>
<b>ITB 14.4</b>	The prices quoted by the bidder shall be: <b>in ZAMBIAN KWACHA</b>
<b>ITB 15.1</b>	<p>The currency(ies) of the bid and the payment currency(ies) shall be in accordance with Alternative _____ as described below:</p> <p><b>Alternative A (Bidders to quote entirely in local currency): N/A</b></p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in <b>ZAMBIAN KWACHA</b>, the name of the currency of the Employer’s country, and further referred to as “the local currency”. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by him for the payment of such foreign currency requirements, limited to no more than three foreign currencies of any country.</p> <p>(b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.</p> <p><b>Alternative B (Bidders allowed to quote in local and foreign currencies):</b></p> <p>(a) The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p>

	<p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer's country, in _____, the name of the currency of the Employer's country, and further referred to as "the local currency"; and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's country (referred to as "the foreign currency requirements"), in up to any three currencies of any country.</p>
<b>ITB 18.1</b>	The bid validity period shall be <b>90 days, from date of bid opening</b>
<b>ITB 18.3 (a)</b>	The bid price shall be adjusted by the following factor: <i>N/A</i>
<b>ITB 18.3 (b)</b>	The fixed portion of the bid price shall be adjusted by the following factor: <b>N/A</b>
<b>ITB 19.1</b>	A bid security is required. If a bid security shall be required, the amount and currency of the bid security shall be <b>2% of the total Bid sum.</b>
<b>ITB 19.2 (d)</b>	Other types of acceptable securities: <b><i>Bank Certified Cheque or from the Insurance company.</i></b>
<b>ITB 19.9</b>	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Employer will declare the Bidder ineligible to be awarded contracts by the Employer for a period of <i>N/A years</i> .
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <b>four (4)</b>
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Top management.
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For bid submission purposes only, the Employer's address is :</p> <p>Attention: <b>The Head of Procurement, National Assembly</b>  Street Address: <b>Plot No. 5030, Olympia, Parliament Road</b>  Floor/Room number: <b>First Floor Rooms M4 &amp; M7</b>  City: <b>Lusaka</b>  ZIP Code: <b>10101</b>  Country: <b>ZAMBIA</b></p> <p><b>The deadline for bid submission is:</b>  Date: <b>Friday 10<sup>th</sup> June, 2016</b>  Time: <b>14:30 hours</b></p> <p>Bidders <b><i>DO NOT</i></b> have the option of submitting their bids electronically.</p> <p>If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <b>N/A</b></p>

<p><b>ITB 25.1</b></p>	<p>The bid opening shall take place at:  <b>Plot No. 5030, Olympia, Parliament Road</b>  <b>Main reception area, parliament buildings</b>  <b>Lusaka</b>  Country: <b>ZAMBIA</b>  Date: <b>Friday 10<sup>th</sup> June, 2016</b>  Time: <b>14:30 hours</b></p> <p>If bidders have the option of submitting their bids electronically, the electronic bid opening procedures shall be: <i>N/A</i></p>
<p><b>ITB 25.3</b></p>	<p>The Letter of Bid and Bill of Quantities <b>TO</b> be initialed by representatives of the Employer attending Bid opening. If initialization is required, it shall be conducted as follows: on every page of the Bill of Quantities</p>
<p><b>E. Evaluation, and Comparison of Bids</b></p>	
<p><b>ITB 32.1</b></p>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Kwacha</b></p> <p>The source of exchange rate shall be: <b>Commercial Bank</b></p> <p>The date for the exchange rate shall be: On the Date of Evaluation_</p> <p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under <b>Alternative N/A</b> that follows:  <b>Alternative A: Bidders quote entirely in local currency</b></p> <p>For comparison of bids, the Bid Price, corrected pursuant to Clause 31, shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the bidder in accordance with Sub-Clause 15.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p> <p><b>OR</b></p> <p><b>Alternative B: Bidders quote in local and foreign currencies</b></p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to Clause 31, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>

<b>ITB 33.1</b>	A margin of preference _____N/A. If a margin of preference applies, the application methodology shall be: N/A
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# Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

## Evaluation

In addition to the criteria listed in ITB 34.1 (a) – (c) the following criteria shall apply:

- **THE BIDDER SHALL PROVIDE A WORK METHOD OUTLINING HOW THE WORKS WILL BE SUCCESSFULLY EXECUTED THE EQUIPMENT AND NUMBER OF HUMAN RESOURCE (LABOR). THIS SHOULD BE ACCOMPANIED BY A SCHEDULE OF WORKS/BAR CHART**

### 1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI (Employer's Requirements).

#### **QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL TO BE MADE AVAILABLE AS FOLLOWS:**

- Site Engineer – Diploma or better in construction related field with at least post-qualification experience and registered with the engineer's Registration Board.
- Trades Fore-men at least (3) in each field;
  - bricklayers (1) Craft certificate with at least 4 years experience
  - carpenter (1) Craft certificate with at least 4 years experience
  - Plumber (1) Craft certificate at least 4 years experience
  - Welder/Fabricator

**N.B Copies of Certificates and Curriculum Vitaes of the Proposed Key personnel must be provided and ensure that they are not committed to another project.**

**1.2 Multiple Contracts** Pursuant to Sub-Clause 34.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows: **N/A**

**1.3 Completion Time**  
Twenty four (24) weeks

**1.4 TECHNICAL ALTERNATIVES**

TECHNICAL ALTERNATIVES, IF PERMITTED UNDER ITB 13.4, WILL BE EVALUATED AS FOLLOWS: **N/A**

**1.5 Work Experience**  
Show and provide proof of having undertaken similar works for the past four (4) years.

**1.6 Financial Accounts**  
Submit Financial Statements for the last two (2) years.

**1. Evaluation**

In addition to the criteria listed in ITB 34.2 (a) – (e) the following criteria shall apply:

**1.1 Assessment of adequacy of Technical Proposal with Requirements**

**1.2 Multiple Contracts**, if permitted under ITB 34.4, will be evaluated as follows:

.....  
.....  
.....

**1.3 Alternative Completion Times**, if permitted under ITB 13.2, will be evaluated as follows:

.....  
.....  
.....

**1.4 Technical alternatives**, if permitted under ITB 13.4, will be evaluated as follows:

.....  
.....  
.....

**2. Qualification**

**2.1 Update of Information**

The Bidder shall continue to meet the criteria used at the time of prequalification.

**2.2 Financial Resources**

Using the relevant Forms No ... and No... in Section IV, Bidding Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) the following cash-flow requirement:

.....

and

(ii) the overall cash flow requirements for this contract and its current Works commitment.

### 2.3 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1			
2			
3			
4			
5			

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV, Bidding Forms.

### 2.4 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5		

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV, Bidding Forms.

**Section III. *Evaluation and Qualification***  
***Criteria***  
***(Without Prequalification)***

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

**1. Evaluation**

In addition to the criteria listed in ITB 34.2 (a) – (e) the following criteria shall apply:

**1.1 Assessment of adequacy of Technical Proposal with Requirements**

**1.2 Multiple Contracts**, if permitted under ITB 34.4, will be evaluated as follows:

.....  
.....  
.....

**1.3 Alternative Completion Times**, if permitted under ITB 13.2, will be evaluated as follows:

.....  
.....  
.....

**1.4 Technical alternatives** , if permitted under ITB 13.4, will be evaluated as follows:

.....  
.....  
.....