



## **REQUEST FOR PROPOSALS**

**For**

**THE DEVELOPMENT OF THE SHUUNGU NAMUTITIMA  
INTERNATIONAL CONVENTION CENTRE, A FIVE-STAR HOTEL, A  
THREE-STAR HOTEL, TEN PRESIDENTIAL VILLAS, OBSERVATION  
WHEEL (LIVINGSTONE EYE) AND AN 18-HOLE CHAMPIONSHIP  
GOLF COURSE**

**2<sup>ND</sup> MARCH, 2018**

# **REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF THE SHUUNGU NAMUTITIMA INTERNATIONAL CONVENTION CENTRE, A 5-STAR HOTEL, A 3-STAR HOTEL, 10 PRESIDENTIAL VILLAS, OBSERVATION WHEEL (LIVINGSTONE EYE) AND AN 18-HOLE CHAMPIONSHIP GOLF COURSE IN LIVINGSTONE**

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The Zambia Institute of Chartered Accountants (ZICA) is a self-regulated membership body for the accountancy profession in Zambia that was established under the Accountants Act of 1982, and as repealed and continues to exist under the Accountants Act of 2008. Its primary mandate is to promote the accountancy profession through the regulation of the accountancy practice and education in Zambia.

Zambia's economic growth rate in the recent past has attracted an increase in the volume of tourists and business visitors requiring high quality serviced and non-serviced villas and apartments with hotel standards for short term and long term basis. ZICA has taken this opportunity to rightly position itself competitively in the tourism industry by embarking on the development of an international convention centre, hotels, villas and a golf course.

ZICA now invites detailed proposals from firms/consortia to undertake the development of hospitality facilities including five-star hotel, three-star hotel, international convention centre, presidential villas on a Design, Finance, Build and Transfer (DFBT) arrangement as defined in this Request for Proposals. ZICA reserves the right to enter into a separate Lease Management Contract, a Management Contract and/or a Service Contract with the preferred bidder who undertakes the DFBT agreement or select a separate entity or entities to undertake the Lease Management Contract, Management Contract and/or Service Contracts as the case may be, based on the Operations and Maintenance Scheme submitted as part of the Technical Proposal of the preferred bidder.

The firms or consortia are required to obtain the Request for Proposal (RFP) document for the development of The Shuungu Namutitima International Convention Centre, a 5-Star Hotel, a 3-Star Hotel, 10 Presidential Villas and an 18-Hole Championship Golf Course at the address below upon payment of a non-refundable participation fee of USD10,000 in form of a demand draft, bank certified cheque or electronic funds transfer to the Zambia Institute of Chartered Accountants.

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The firms or consortia should submit their bids, marked “Shuungu Namutitima International Convention Centre Project” in five hard copies (including one original and a soft copy in pdf format on flash drive), attaching payment evidence of the participation fees. Bids should be deposited in a Tender Box situated at the ZICA Reception not later than 14:30 hours Zambian time on 4<sup>th</sup> May, 2018 to the following address:

**The Chief Executive Officer**

Zambia Institute of Chartered Accountants

Accountants Park

2374/A Thabo Mbeki Road

**Lusaka, ZAMBIA**

Please note that electronic submissions or telefax bids, as well as those received after the closing date and time will not be accepted. For further clarifications you may contact, The Procurement Officer, Zambia Institute of Chartered Accountants through [Bchanda@zica.co.zm](mailto:Bchanda@zica.co.zm) or you may call the ZICA office +260-211-374550-9 or mobile No. +260 955 820202, +260 966 820202.

**Hapenga M. Kabeta**

**SECRETARY AND CHIEF EXECUTIVE OFFICER**

**ZAMBIA INSTITUTE OF CHARTERED ACCOUNTANTS**

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## **DISCLAIMER**

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or as a document or any other form by or on behalf of the ZICA or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by ZICA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the ZICA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for ZICA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ZICA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

ZICA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles or restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which

may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way at this Bid Stage.

ZICA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. ZICA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that ZICA is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the “Project” and ZICA reserves the right to reject all or any of the Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ZICA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and ZICA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **ABBREVIATIONS**

BEC	Bid Evaluation Committee
BS	Bid Security
COD	Commercial Operation Date
DBF	Design, Build and Finance
EOI	Expression of Interest
EPC	Engineering, Procurement and Construction
ICC	International Convention Centre
LCM	Lead Consortium Member
LOA	Letter of Award
LOI	Letter of Intent
MED	Earnest Money Deposit
MOU	Memorandum of Understanding
O&M	Operations and Maintenance
PPP	Public-Private Partnership
RFP	Request for Proposal
SPV	Special Purpose Vehicle
ZICA	Zambia Institute of Chartered Accountants



## DEFINITIONS

**“Bidding Documents”** shall mean any document issued by Zambia Institute of Chartered Accountants as part of the Bidding Process.

**“Bidding Process”** shall mean various activities undertaken by the Zambia Institute of Chartered Accountants leading up to the selection of the Successful Bidder/s.

**“Bidder(s)”** shall mean a company, association or group of firms or consortium that has submitted a Proposal in response to this RFP Document.

**“Coercive Practice”** means impairing, harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

**“Client”**, shall mean the Zambia Institute of Chartered Accountants.

**“Consortium”** shall mean a group of entities that have jointly submitted the proposal for the project.

**“Contracting Authority**, shall mean **“Zambia Institute of Chartered Accountants”**.

**“Consortium Member”** shall mean individual member or firm that have come together to form a collective consortium for developing the facility. Each entity in the Bidding Consortium shall be referred to as a Consortium Member.

**“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ZICA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters

concerning the Loan agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ZICA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or at any time prior to the expiry of one year after the execution of the Loan Agreement, as the case may be, with any person in respect of any matter relating to the Project or the LOA or the Loan Agreement, who at any time has been or is a legal, financial or technical adviser of ZICA in relation to any matter concerning the Project.

**“DFBT arrangement”** shall mean a contractual arrangement whereby the Successful Bidder undertakes the financing and construction of the project, or a component thereof, as the case may be and after its completion hands it over to the Contracting Authority. The Contracting Authority would reimburse the total project investment, on the basis of an agreed payment schedule and duration as shall be negotiated.

**“Effective Date”** shall mean the date on which all the Conditions Precedent are satisfied or waived in writing by both the Parties as per the Loan Agreement.

**“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

**“Good Industry Practice”** shall mean practices, methods, techniques and standards as changed from time to time that are generally accepted for use in the infrastructure, construction and real estate industry or any other good industry practice which is relevant to the said project.

**“Lease Management Contract”** shall mean a contractual arrangement whereby the Contracting Authority leases the project, or a component thereof, to a person, entity or consortium who shall be permitted to operate and maintain the project, or a component thereof, for the period specified in the Lease Management Contract and to charge user charges therefor.

**“Letter of Acceptance”** shall mean Letter submitted by the bidder accepting the Award or Intention to Award the Project to the bidder.

**“Management Contract”** shall mean a contractual arrangement whereby the Contracting Authority entrusts the operation and management of the project, or a component thereof, to a person, entity or consortium for a period specified in the agreement on payment of specified consideration. In such agreement, the Contracting Authority may charge the user charges and collect the same either itself or entrust the collection, for consideration, to any person who shall after collecting the user charges pay the same to the Contracting Authority.

**“Service Contract”** shall mean a contractual arrangement whereby the project, or a component thereof, is vested in to a person, entity or consortium to renovate, operate and maintain. The Concessionaire shall be permitted to charge levies as specified in the agreement.

**“Project”** shall mean Design, Finance, Build and Transfer of the Convention Centre, 5-Star Hotel, 3-Star Hotel, Presidential Villas and/or the Championship Golf Course, (as may be assigned further meaning from the Loan Agreement).

**“Project Site”** shall mean the area of the Project (approximately 103 Hectares or part thereof);

**“Proposal”** shall mean the Technical and Financial Proposals to be submitted by the Bidders in response to this Request for Proposal.

**“Proposal Due Date”** shall have the same meaning of the last date of submission of the Proposal;

**“Successful Bidder”** shall mean the bidder who has been issued Letter of Intent and Letter of Award by the Zambia Institute of Chartered Accountants indicating him/her as the Successful Bidder.

**“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by ZICA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

**“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **VOLUME I**

### **INSTRUCTIONS TO BIDDERS (ITB) AND PROJECT INFORMATION MEMORANDUM (PIM)**

Date of Release of Documents:	2 <sup>nd</sup> March, 2018
Site visit Date and Time: 09:30hrs	23 <sup>rd</sup> March, 2018
Pre-bid meeting Date and Time: 14:30hrs	23 <sup>rd</sup> March, 2018
Deadline for Submission: 14:30hrs	4 <sup>th</sup> May, 2018
Issuing Office	Procurement Office
Name and Designation of Issuing Officer:	Brian Chanda, Procurement Officer
Address of Correspondence:	Attention: Brian Chanda, Procurement Officer Chief Executive Officer, Zambia Institute of Chartered Accountants, Accountants Park, Plot No. 2374/a Thabo Mbeki Rd, Lusaka Zambia

## **1. INTRODUCTION**

### **1.1 Background**

- 1.1.1 The Zambia Institute of Chartered Accountants (ZICA, Institute) is a self-regulated membership body for the accountancy profession in Zambia that was established under the Accountants Act of 1982, and as repealed and continues to exist under the Accountants Act of 2008. Its primary mandate is to promote the accountancy profession through the regulation of the accountancy practice and education in Zambia.
- 1.1.2 In order to diversify its income base and add more value to its members, the Institute procured 103 hectares of land situated on Lots No. 19992/M and Stand Number F/9012/A, Livingstone and intends to develop the land construct “The Shuungu Namutitima International Convention Centre”. In addition to the International Convention Centre, the Institute intends to develop a 5-Star Hotel, a 3-Star Hotel, 10 Presidential Villas and an 18-Hole Championship Golf Course. The Convention Centre will comprise 12 meeting rooms for breakaway sessions, 2 Board rooms and a detachable auditorium with a total capacity to host 5,000 guests, an art exhibition centre, a cultural centre and an observation wheel (Livingstone Eye) offering viewers with a spectacular experience of the city of Livingstone, the Victoria Falls, the mighty Zambezi River including other tourist attractions in Livingstone and Victoria Falls Town.
- 1.1.3 The Selected Bidder, who is either a company incorporated under the Companies Act (Cap 386) of the laws of Zambia or undertakes to incorporate itself as such prior to execution of the loan agreement (the “Selected Bidder”), shall be responsible for design, finance and construction of the Project in accordance with the provisions of the loan agreement (the “Loan Agreement”) to be entered into between the Selected Bidder and the Contracting Authority in the form provided as part of the Bidding Documents pursuant hereto.

## 2. SCOPE OF THE PROJECT

- (a) The scope of work will involve construction of an International Convention Centre, a Five-Star Hotel, a Three-Star Hotel, Ten Presidential villas and an 18-hole Championship Golf Course. On one reserve piece of land at Lots No. 19992/M and Stand Number F/9012/A, in Livingstone.
- (i) **Shuungu Namutitima ICC (SNICC):** construction of an International convention centre (ICC) covering an estimated floor area of 11,361 M<sup>2</sup> hectares. The SNICC will consist of The Convention Centre comprising 12 meeting rooms for breakaway sessions, 2 Board rooms and a detachable auditorium with a total capacity to host 5,000 guests, an art exhibition centre, a cultural centre and an observation wheel (Livingstone Eye) offering viewers with a spectacular experience of the City of Livingstone, the Victoria Falls, the mighty Zambezi River including other tourist attractions in Livingstone and Victoria Falls Town, Zimbabwe.
- (ii) **Eighteen Hole Golf Course:** in addition to the SNICC the construction of an 18 hole championship golf course over a total estimated floor area of [2500M<sup>2</sup>].
- (iii) **Five-Star Hotel:** construction of a five star hotel with an estimated floor area of [8, 422M<sup>2</sup>]
- (iv) **Three-Star Hotel:** construction of a three start hotel with an estimated floor area of [19,216M<sup>2</sup>]
- (v) **Presidential Villas:** construction of Ten (10) villas with each covering an approximate floor surface area of 197 meters squared and built on a plot size of 2,800 meters square each. Each villa will have a detached carport able to accommodate two cars.

The approximate entire surface area of reserved land where 10 villas are to be constructed is 28,400 meters square. . The villas will consists of:

- |                 |   |
|-----------------|---|
| 1. Utility Room | 6. Passage                                  |
| 2. Kitchen      | 7. Entrance Hall with Porch                 |
| 3. Dining Room  | 8. Guest Toilet                             |
| 4. Living Room  | 9. Common Bathroom and Toilet               |
| 5. Verandah     | 10. Two (2) Bedrooms (Each Self- Contained) |
|                 | 11. Master Bedroom (Self Contained).        |

The floor surface area of each villa is approximately 250M<sup>2</sup>.

- (b) The estimated cost of the project is US\$209, million.
- (c) ZICA, intends to implement the Project through Design, Finance, Build and Transfer Mode and subsequently partner with a management company under a management contract to operate the facility who will identified and selected through a Competitive Bidding process.
- (d) Bidders are requested to read all the volumes of the RFP. In the event of discrepancy between the documents, the terms in the Volume II shall prevail.
- (e) The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Bidder set in the Loan agreement or the Contracting Authority's right to amend, alter, change, supplement or clarify the scope of work, the loan to be awarded pursuant to this RFP or the terms thereof or herein contained.
- (f) Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by ZICA.



- (g) The Contracting Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Contracting Authority pursuant to this RFP (collectively the “Bidding Documents”), as modified, altered, amended and clarified from time to time by the Contracting Authority, and all Bids shall be prepared and submitted in accordance with such terms.

### **3. BRIEF DESCRIPTION OF BIDDING PROCESS**

- (a) The Bidding Documents include the Instructions to Bidders and a Draft Loan agreement for the Project attached as Volume I and Volume II respectively. The aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- (b) The Bidding Documents shall be available from ZICA as of 2<sup>nd</sup> March, 2018 from 09:00 hours to 12:00 hours upon payment of a non-refundable fee of ten thousand United States dollars (USD10,000.00) through a Demand Draft, Bank Certified Cheque or Electronic Funds Transfer into the following ZICA account:

ACCOUNT NAME	:	<b>ZICA</b>
BANK NAME	:	<b>STANBIC BANK</b>
Branch	:	<b>Lusaka Main</b>
Sort code	:	<b>040002</b>
Swift code	:	<b>SBICZMLX</b>
ACCOUNT NUMBER	:	<b>9130000931865</b>

- (c) The selection of the Preferred Bidder for this project is envisaged through a two-stage process involving evaluation of three-parts of the Technical Proposal and a Financial Proposal received from Bidders covering:

## **1. TECHNICAL PROPOSAL**

- **PART I:** PRE- QUALIFICATION REQUIREMENTS
- **PART II:** TECHNICAL CAPABILITY
- **PART III:** FINANCIAL CAPABILITY

## **2. FINANCIAL PROPOSAL**

- (d) The first step involves evaluation of Part I – Pre-qualification requirements from the Proposals submitted. Qualification will be based on the documents received from Bidders in response to the qualifying criteria laid down in Section 9.3 of this document. The Financial Proposals of Bidders, who do not qualify at this stage, will be returned unopened.
- (e) The second step involves evaluation of Part II - Technical Proposals of Bidders qualified at the end of first stage, against the criteria laid down in the Section 9.4. Financial proposals of Bidders, who do not qualify at this stage, will be returned unopened.
- (f) The third step involves opening and evaluation of Part III - Financial Proposals of the Proposals of those Bidders whose Technical Offers have been qualified and who have submitted the Financial Offer in accordance with criteria laid down in Section 8.6 of this RFP document.
- (g) A Bidder is required to deposit, along with its Bid, a bid security minimum of two percent (2%) of the Estimated Project Cost. The Bidders will have an option to provide Bid Security in the form of a demand draft from any commercial Bank in Zambia drawn in favour of ZICA or a bank guarantee acceptable to ZICA, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than one hundred and eighty (180) days from the Bid Due Date, inclusive of a claim period of sixty (60) days, and may be extended as may be

mutually agreed between the ZICA and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by an acceptable Bid Security.

- (h) Generally, the most responsive Bidder shall be the best evaluated Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in provisions of Clause 9.6 below of this RFP, be invited to match the Bid submitted by the best evaluated Bidder in case such best evaluated Bidder withdraws, negotiations are unsuccessful or is not selected for any reason. In the event that none of the other Bidders match the Bid of the best evaluated Bidder to an extent acceptable to ZICA, the Contracting Authority may, at its sole discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- (i) Bidders are **strongly recommended** to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Loan including implementation of the Project. The Contracting Authority will not be held responsible for any incorrect decision arrived at by the bidder based on the data provided in this RFP document.
- (j) Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP. Any queries or request for additional information concerning this RFP shall be submitted in writing, email or by fax to:

**The Procurement Officer**

Zambia Institute of Chartered Accountants

Accountants Park

2374/A Thabo Mbeki Road

**Lusaka, ZAMBIA**

Email: [Bchanda@zica.co.zm](mailto:Bchanda@zica.co.zm)

Mobile No. +260 955 820202, +260 966 820202

- (k) The envelopes/communication shall clearly bear the following identification/title: “Query: RFP for “Development of the Shuungu Namutitima International Convention Centre Project”.
- (l) Closure of the answering of queries will be done immediately after the Pre-Bid meeting. Any queries brought forward after the Pre-Bid meeting shall not be answered.

#### **4. SCHEDULE OF BIDDING PROCESS**

The Contracting Authority shall endeavor to adhere to the bidding schedule:

<b>MILESTONE</b>	<b>DATE</b>
Issue of the RFP Document	2 <sup>nd</sup> March, 2018
Site Visit (Livingstone): 09:00hrs	23 <sup>rd</sup> March, 2018
Pre-Bid Meeting: 14:30hrs; Venue: TBA	23 <sup>rd</sup> March, 2018
Bid Submission Due Date and time (for address refer to chapter 7.10.7)	4 <sup>th</sup> May, 2018: 14:30hrs
Opening of Envelope A (Technical)	4 <sup>th</sup> May, 2018: 14:30hrs

#### **5. CONTENTS OF RFP DOCUMENT**

- (a) The RFP Document comprises VOLUME I: Project Summary and Instructions to Bidders and VOLUME II: Draft Loan agreement and would additionally include any Addenda issued in accordance with the provisions of this Document.

- (b) This document contains Volume I – Instructions to Bidders of the RFP, which is one part of the entire RFP. Bidders are advised to read and review the information contained in all the two volumes of the RFP taken together and adhere to terms and conditions prescribed while submitting their Proposals.
- (c) Bidders may note that the Contracting Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

## **5.1 Pre-Bid Meeting**

- 5.1.1 Pre-Bid meetings shall be convened at the designated date, time and place. Only those parties who have been shortlisted during Request for Qualification (RFQ) and purchased the RFP document shall be allowed to participate in the Pre-Bid meetings. A maximum of 5 (five) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.1.2 During the course of Pre-Bid Meetings, the Bidders will be free to seek clarifications and make suggestions for consideration by the Contracting Authority. The Contracting Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **5.2 Clarifications on RFP**

- 5.2.1 Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and other conditions as specified in the RFP documents. Any queries or request for additional information concerning this RFP shall be

submitted in writing by speed post or by fax or by e-mail to Bchanda@zica.co.zm. The communications shall clearly bear the following identification/ title: "Request for Information - RFP for “Development of the Shuungu Namutitima ICC Project”.

- 5.2.2 The Contracting Authority would endeavour to respond to the queries by the date mentioned in the Schedule of Bidding Process. The responses will be sent by fax/email. The responses shall also be addressed during the pre-bid meeting. However, The Contracting Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion. Nothing in this clause shall be taken or read as compelling or requiring the Contracting Authority to respond to any question or to provide any clarification. the Contracting Authority will not respond to the questions raised by Bidder if it is going to affect the outcome of the bidding process as well as affect the different qualification criteria in this bidding document.
- 5.2.3 To facilitate evaluation of Proposals, the Contracting Authority may, at its sole discretion, seek written clarifications from any Bidder regarding its Proposal through email or fax. Such clarification(s) shall be provided within the time as specified in the bidding document for this purpose. If a Bidder does not provide clarifications sought within the prescribed time, the Contracting Authority may proceed to evaluate the Proposal by construing the particulars provided as correct.
- 5.2.4 The Contracting Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

#### **5.4 Amendment of RFP**

- 5.4.1 At any time prior to the deadline for submission of Proposal, the Contracting Authority may, for any reason, whether at its own initiative or in response to clarifications

requested by a Bidder, modify the RFP by the issuance of Addendum to the RFP. The Contracting Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders.

- 5.4.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFP. All clarifications and interpretations issued by the Contracting Authority shall be deemed part of RFP.
- 5.4.3 Verbal clarifications and information given by the Contracting Authority or its employees or representatives shall not in any way or manner be binding on the Contracting Authority.
- 5.4.4 In order to afford the Bidders a reasonable time for considering an Addendum, or for any other reason, the Contracting Authority may, at its own discretion, extend the Proposal Due Date.

## **6 INSTRUCTIONS TO BIDDERS**

### **6.1 Non-Discriminatory and Transparent Bidding Proceedings**

The Contracting Authority shall ensure that the rules for the Proposals Process for the Project are applied in a non-discriminatory, transparent and objective manner. The Contracting Authority shall not provide to any Bidder, information with regard to the Project or the Bidding Process, which may have the effect of restricting competition.

### **6.2 General Responsibilities of Bidding**

As far as possible, the Bidder shall consider information provided in the RFP for preparing the Technical and Financial Offers. However, it is strongly recommended to the Bidders to carry out their own due diligence based on their own inputs for submission of Proposals. The details of the Project, given in this RFP are based on the

preliminary studies undertaken on behalf of the Contracting Authority or by its Independent Consultants and Advisors. Bidders shall be wholly responsible for all the details and basis of its Proposal, the physical and site conditions, the execution methodology. In essence, after the Proposal is submitted, the Bidder shall be responsible for all assumptions of the data, which forms the basis of the Proposal and no claims shall be made regarding the veracity of the data or designs and drawings given in the various sections and volumes of the RFP documents.

### **6.3 Project Inspection and Site Visit**

- 6.3.1 Prior to submitting the Proposal, the Bidder is advised to visit and examine the project site and its surroundings, obtain and ascertain for themselves all technical data, demand and other information necessary for preparing their Proposal including carrying out necessary technical surveys, field investigations, market & demand assessment, etc. at its own cost and risk. The Bidder shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if Bidder submits a Proposal for this project.
- 6.3.2 For the above purpose, the Bidders may approach the Contracting Authority for assistance during any site visit. The Bidders shall be responsible for all arrangements and shall release and indemnify the Contracting Authority and/or any of its agencies/consultants/advisors from and against all liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP or Project.



- 6.3.3 The Proposals would be evaluated based on the details and data furnished in the Proposal. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. The Contracting Authority or any of its consultants and/or advisors reserves the right to verify any or all information submitted by the Bidder. The Contracting Authority's decision regarding any Bidder's eligibility or otherwise shall be final and binding and the Contracting Authority or any of its consultants and/or advisors would be under no obligation to inform any Bidder of the grounds of such decision.
- 6.3.4 Bidders shall provide evidence of their continued eligibility in accordance with the "Prequalification requirements" which is satisfactory to the Contracting Authority. The Contracting Authority may request additional information from the Bidder till signing of Loan Agreement.
- 6.3.5 A Bidder may be disqualified if it is determined by the Contracting Authority at any stage of the bidding process that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Pre-qualification requirement. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be provided within time.

## **6.4 Fraud and Corrupt Practices**

- 6.4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the

Letter of Award (LOA) and during the subsistence of the Loan Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Loan Agreement, the Contracting Authority shall reject a Bid, withdraw the LOA, or terminate the Loan Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Contracting Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, is found by the Contracting Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

6.4.1 For the purposes of section 6.4 (Fraud and Corrupt Practices), the following terms shall have the meaning hereinafter respectively assigned to them:

- (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official who is or has been associated in any manner, directly or indirectly with the Bidding Process or has dealt with matters concerning the Loan agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one

year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Award or after the execution of the Loan Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Award or the Loan Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iii) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (iv) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **6.5 Confidentiality**

- 6.5.1 The Contracting Authority shall treat all Proposals and other documents, information and solutions submitted by Bidders as confidential, and shall take all reasonable precautions that all those who have access to such material, treat this in confidence. The Contracting Authority will not divulge any such information unless it is ordered to do so by an authority, which has the power to require its release or unless this is required by laws of Zambia including reporting to Parliament, Cabinet, Agencies, departments or publications for transparency and accountability reasons.
- 6.5.2 Each Bidder shall, whether or not it submits a Proposal, treat the RFP Documents and other documents, information and solutions provided by the Contracting Authority in connection with the Project as confidential during the bidding process. During this period, the Bidder shall not disclose or utilize any such documents, information without the written approval of the Contracting Authority or as required by law or any governmental authority.
- 6.5.3 The Contracting Authority shall have the right to release the Proposal information provided by the Bidders to its Advisors for the purpose of Bid evaluation and negotiations. Each Bidder shall have the right to release these RFP Documents and other Documents to its advisors and to financial institutions for the purpose of Bid preparation, negotiations and financing. Both the Contracting Authority and the Bidder shall ensure that their Advisors and/ or financial institutions treat this information in confidence.
- 6.5.4 Any information relating to examination, clarification, evaluation and comparison of Proposals and recommendations for the award of a contract shall not be disclosed to Bidders or any other person not officially concerned with the Proposal Process until the award to the Successful Bidder has been communicated, except for reasons of transparency.

## **6.6 Prohibition against Collusion with other Bidders**

- 6.6.1 Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid and the Bidder shall lose its Bid Security. The anti-collusion certificate submitted at the time of submission of the Proposal shall be applicable.

## **7 CONTENTS AND SUBMISSION OF PROPOSAL**

### **7.4 Cost of Proposal**

- 7.4.1 The Bidder shall be responsible for all of the costs associated with the preparation of its Proposal and its participation in the selection process. The Contracting Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the qualification process.

### **7.5 Language**

- 7.5.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language if they are accompanied by appropriate translations of the passages in the English language duly certified appropriately. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

### **7.6 Currency**

- 7.6.1 The currency for the purpose of the Proposal shall be the United States Dollar (USD). Submissions in other currencies shall clearly show their conversions to United States

Dollar. In all such cases, the original figures in the relevant foreign currency of the unit prices and the USD equivalent thereof must be given. The exchange rate(s) applied must be clearly stated. However, the selling rate of exchange published by the Bank of Zambia fourteen (14) days prior to the Bid Due Date shall be used for the purposes of uniform evaluation for all Bidders and the currency selected for converting bid prices to a common base for the purpose of evaluation shall be the United States Dollar.

### **7.7 Number of Proposals**

- 7.7.1 A Bidder shall submit only one Proposal in response to this RFP (either individually or as part of Consortium of entities). Any entity that submits or participates in more than one Proposal will cause all the Proposals in which the entity has participated to be disqualified.

### **7.8 Eligibility and Prequalification**

- 7.8.1 Bidders submitting their Proposals shall meet the eligibility and pre-qualification requirements detailed in Section 8.
- 7.8.2 The Bidder shall submit the Proposal in accordance with the guidelines prescribed in this RFP and ensure that the Proposal is complete in all aspects. The Contracting Authority reserves the right to reject Proposals that do not conform to the guidelines prescribed.

### **7.9 Bid Security**

- 7.9.1 A Bidder is required to deposit, along with its Bid, a bid security of minimum two percent (2%) of the Estimated Project Cost. The Bidders will have an option to provide Bid Security in the form of an Insurance Bond or a bank guarantee acceptable to the Contracting Authority, and in such event, the validity period of the Insurance Bond or bank guarantee, as the case may be, shall not be less than one hundred and eighty (180)

days from the Bid Due Date, inclusive of a claim period of sixty (60) days, and may be extended as may be mutually agreed between the Contracting Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 7.9.2 The Contracting Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 7.9.3 Any Bid not accompanied by the Bid Security shall be rejected by the Contracting Authority as non-responsive.
- 7.9.4 The Bid Security of every unsuccessful Bidders would be returned by the Contracting Authority, without any interest, as promptly as possible on acceptance of the Bid of the selected Bidder or when the Bidding process is cancelled by the Contracting Authority or within a period of sixty (60) days from the date of issue of Letter of Intent by the Contracting Authority to the successful Bidder.
- 7.9.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Loan Agreement and furnishing the Performance Security of 10% in accordance with the provisions thereof.
- 7.9.6 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Contracting Authority will suffer loss and damage because of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period No relaxation of any kind on Bid Security shall be given to any Bidder.
- 7.9.7 The Bid Security shall be forfeited and appropriated by the Contracting Authority as compensation and damages payable to the Contracting Authority for inter alia, time, cost and effort of the Contracting Authority without prejudice to any other right or remedy that may be available to the Contracting Authority hereunder or otherwise, under the following conditions:

- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 6.4 of this RFP;
- b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- c) In case the Selected Bidder, having signed the Loan Agreement, commits any breach thereof prior to furnishing the Performance Security.
- d) In the case of Selected Bidder, if it fails within the specified time limit:
  - To sign the Loan Agreement and/or
  - To furnish the Performance Security within the period prescribed thereof in the Loan agreement and/or
  - To submit a detailed Project Implementation & Operation Plan in line with the Technical plan submitted along with the Bid within 60 days from the issue of Letter of Intent/Award, as per the provisions of the Loan Agreement.

#### **7.10 Submission of Proposal- Instructions**

- 7.10.1 The Bidder should provide all the information as per this RFP Document. The Contracting Authority would evaluate only those Proposals that are received in the required format and are complete in all respects.
- 7.10.2 The Proposal shall be submitted in two parts, viz., a) Part I, a) Part II - Technical Proposal and b) Part III – Financial Proposal.
- 7.10.3 The Bidder shall prepare one original of the documents comprising the Proposal and clearly marked "**ORIGINAL**". In addition, the Bidder shall make four copies of the original Proposal, each clearly marked "**COPY**". In the event of any discrepancy between the original and the copies, the original shall prevail.



7.10.4 The packing, sealing and marking of the Proposal should be done in envelopes as per the table and the instructions given below.

Envelope A – “ORIGINAL”	
Envelope A	Part I – Technical Proposal a) Bid Security (as defined in clause 7.6.1); AND b) Copy of payment of a non-refundable fee (as defined in clause 3. (b))
Envelope B – “COPY”	
Envelope B	Part I – Financial Proposal

7.10.5 Each of the two parts of the Proposal (Original) should be hard-bound and enclosed in four sealed envelope marked **“Shuungu Namutitima International Convention Centre Project – Original”**.

7.10.6 Similarly, each of the three parts of the Proposal (Copy) should be hardbound and enclosed in three separate sealed covers. These should be enclosed in another sealed envelope marked **“Shuungu Namutitima International Convention Centre Project - Copy”**.

7.10.7 All envelopes, both outer and inner, should be submitted by 4<sup>th</sup> May, 2018 and addressed to:

The Chief Executive Officer  
Zambia Institute of Chartered Accountants Lusaka  
Accountants Park  
2374/A Thabo Mbeki Road  
Lusaka, ZAMBIA  
Email Address: Bchanda@zica.co.zm,

7.10.8 The Proposal and its copies shall be typed or written in indelible ink and each page shall be initialed and stamped by the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

7.10.9 Bidders should strictly adhere to the formats prescribed in this RFP Document while submitting their Proposals. The Contracting Authority reserves the right to reject any Proposal, which does not meet this requirement.

7.10.10 The Contracting Authority expects Bidders to adhere to the sealing and marking instructions given above and assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted. If the envelope is not sealed and marked as instructed above, such Proposal, may, at the sole discretion of the Contracting Authority, be rejected.

7.10.11 Proposals must be in Hard Copies. Bids submitted by fax or e-mail shall be rejected.

## **7.11 TECHNICAL PROPOSAL**

**7.11.1** The Technical proposal shall include the following:

- a) Preliminary Qualification Information**
- b) Technical Capability**
- c) Financial Capability**

### **7.11.2 Preliminary Qualification Information:**

Preliminary Qualification Information of the Proposal shall include the following contents in the formats prescribed and enclosed as Annexure and listed below:

<b>Preliminary Evaluation Requirements</b>	
	<b>Content</b>
	Bid Security (as defined in clause 7.6.1)
	Proof of Fees for RFP (as defined in clause 3.2)
	Details and Proof of Financial Capacity. This should be in form of a letter from a reputable financial institution.
Appendix I	Covering Letter for Proposal Submission
Appendix II	Details of Bidder / Bidding Consortium
Appendix III	Power of Attorney of Authorized Signatory of Bidder
Appendix IV	MoU (in case of Proposal submitted by a Consortium)
Appendix V	Power of Attorney of Lead Member (for Consortium Proposal)
Appendix VI	Format for Board Resolution of Bidder/Bidding Consortium Members
Appendix VII	Format for Non-criminality
Appendix VIII	Format for Anti-Collusion certificate
Appendix IX	Details and Proof of Technical Capacity

### 7.11.3 Technical Capability:

Technical Capability should include the following contents in the formats prescribed and enclosed as Annexure and listed below:

<b>Format</b>	<b>Content</b>
Appendix X	Formats for Technical Proposal
Appendix XB	Technical Plan for Project Facilities
Appendix XI	<p>Details of Expert Team. Attach certified copies of curriculum vitae.</p> <p>Please note that the qualifications and experience of the Expert Team to be made available for the Project shall be:</p> <ul style="list-style-type: none"> <li> <b>Project Manager:</b>  BSc. or BEng. Degree in Civil Engineering/Quantity Surveying/Architecture or equivalent qualifications with at least 20 years' post-qualification experience and registered with appropriate Professional bodies in Zambia. </li> <li> <b>Site Engineer:</b>  Bsc. or BEng. Degree in Civil Engineering or equivalent </li> </ul>

	<p>qualifications with at least 15 years' post-qualification experience and a member of the Engineers' Institute of Zambia with 10 years post qualification experience.</p> <ul style="list-style-type: none"> <li> <b>Quantity Surveyor:</b>  BSc Degree in Quantity Surveying or Building Science or equivalent qualifications with at least 15 years' post qualification experience and registered with appropriate Professional bodies in Zambia </li> <li> <b>Finance Manager:</b>  A professionally qualified Accountant with at least 15 years' post-qualification experience and a member of the Zambia Institute of Chartered Accountants (ZICA). </li> <li> <b>Water and Sanitation Engineer:</b>  Bachelor's Degree in Water and Sanitation Engineering or equivalent qualifications with at least 15 years' post-qualification experience and registered with appropriate Professional bodies in Zambia </li> <li> <b>Property Manager:</b>  Bachelor's Degree in Building Construction or any other related and equivalent qualification with at least 15 years' post-qualification experience. Vast experience in commercial Real Estate and Property Management in similar projects is a prerequisite and must be registered with appropriate professional bodies in Zambia. </li> </ul>
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#### 7.11.4 Financial Capabilities

Financial Capabilities shall include the following contents in the formats prescribed and enclosed as Annexure and listed below:

Format	Content
Appendix XII	Guidelines for providing information related to financial capability
Appendix XIII	Guidelines for the Cash flow Statement
Appendix XV	Financial Proposal Submission Form

## **7.12 FINANCIAL PROPOSAL**

The key objective of the project is to ensure that the Selected Bidder delivers quality and durable International Convention Centre with associated facilities, Presidential Villas, Five Star and Three Star Hotel, the entertainment facilities and championship golf course, which will generate revenues to guarantee early return on investment after a given moratorium of the return on investments during the period before commencement of operations. Accordingly, an early return on investment and contribution of positive cash flows to the Contracting Authority will be a pre-requisite. Thus financial proposals will be expected to be on the basis of:

- (i) Lease Fee percentage of gross revenues payable to the Contracting Authority.
- (ii) The duration of the loan. A bidder that submits an attractive revenue percentage and provides the shortest loan period will be more preferred.

The financial proposal will be submitted in a separate envelope in the format as per Appendix XV.

### **7.12.1 Proposal Due Date and Validity Period**

#### **7.12.2 Proposal Due Date**

7.12.2.1        Proposals should be submitted before 14:30 hours Zambian time on the Proposal Due Date mentioned in the Schedule of Bidding Process that is 4<sup>th</sup> May, 2018 at the address provided above in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission, telex or e-mail will not be considered for evaluation. However, the Contracting Authority reserves the right to extend the Proposal Due Date and Time, at any time prior to opening of Proposals; in such cases, the Proposals received prior to such extension shall not be opened. Further if the RFP document is materially modified along/during such extended period, the Proposals received prior to extension shall be returned to the bidders and appropriate time shall be allowed for resubmission of the Proposals.

#### **7.12.3 Proposal Validity Period**

1. The Validity Period during which the Bidders Proposal must remain valid shall be 180 days after the Proposal submission deadline.
2. During this period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed Gross Revenue Lease percentage and Loan Period.
3. If it is established that any Key Expert nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

4. The Contracting Authority will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Contracting Authority may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
5. If the Bidders agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
6. If any of the Key Experts become unavailable for the extended validity period, the Bidder shall provide a written adequate justification and evidence satisfactory to the Contracting Authority together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
7. If the Bidder fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Contracting Authority, such a Proposal will be rejected.

### **7.12.3 Late Submission of Proposal**

- 7.12.3.1 Proposals received after the Proposal Due Date shall not be considered.

### **7.12.4 Opening of the Technical Proposal**

- 7.12.4.1 The technical proposals shall be opened in the presence of Bidders' representatives, who choose to attend, on the Proposal Due Date on 4<sup>th</sup> May, 2018 at 14:30 hours. The following information will be announced and recorded:

- (i) Number of Proposals received

- (ii) Names of Bidding Firms / Consortiums
- (iii) Financial Proposal Investment Sum

7.12.5 Proposals for which a notice of withdrawal has been submitted in accordance with provisions of this RFP shall not be opened. The Contracting Authority will subsequently examine and evaluate Proposals in accordance with the provisions set out below.

### **7.13 Modification/Substitution/Withdraw of Proposal**

7.13.1 The Bidder may modify, substitute or withdraw its Proposal after submission if written notice together with the modification, substitution or withdrawal is deposited in the tender box before the Proposal Due Date and time. No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date and time.

### **7.14 Verification of Information and Site visit**

7.14.1 Bidders are encouraged to submit their respective Bids after visiting the Project site with prior intimation to Contracting Authority to ascertain the ground situation, coverage, extent of the land or any other matter considered relevant by it. The cost of visiting the site shall be borne by the Bidder. The Contracting Authority shall not be liable for such costs, regardless of the outcome of the selection process.

It shall be deemed that by submitting the Proposal, the Bidder has:

- (i) Made a complete and careful examination of the RFP;
- (ii) Received all relevant information requested from the Contracting Authority;
- (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP /or furnished by /or on behalf of the Contracting Authority; and
- (iv) Agreed to be bound by the undertakings provided by it under and in terms hereof.



7.14.2 The Contracting Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Contracting Authority.

### **7.15 Right to Accept or Reject Any or All Bids**

7.15.1 Notwithstanding anything contained in this RFP, the Contracting Authority reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

7.15.2 The Contracting Authority reserves the right to reject any Proposal, if at any time a material misrepresentation is made or uncovered or if the Bidder does not provide, within the time specified by the Contracting Authority, the supplemental information sought by the Contracting Authority for evaluation of the Proposal. Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified. If such disqualification occurs after the Proposals have been opened and the selected Bidder gets disqualified, then the Contracting Authority reserves the right to:

- (i) Decide on the basis of the evaluated Proposals submitted by the remaining Bidders in accordance with the RFP; or
- (ii) Take any such measure as may be deemed fit in the sole discretion of the Contracting Authority, including annulment of the Bidding Process.

## **8 ELIGIBILITY AND PRE-QUALIFICATION**

### **8.1 Eligibility**

- 8.1.1 No Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder or Bidding Consortium. Further, a member of a particular Bidding Consortium bidding for this project cannot be member of another Bidding Consortium.
- 8.1.2 The Bidder shall submit a Power of Attorney, authorizing the signatory to the Proposal and commit the Bidder, along with submission of Proposal. Details of documentation and formats required for various parts of the Proposal are provided in section 7.8 of this document.
- 8.1.3 A Bidder that is under declaration of ineligibility by the Contracting Authority or any other Government authority in Zambia at the date of submission of the Proposal or thereafter shall be disqualified.
- 8.1.4 All Bidders/ Bidding consortiums shall provide such evidence of their continued eligibility satisfactory to the Contracting Authority as the Contracting Authority shall reasonably request.
- 8.1.5 The Technical Bid should be furnished in the format as specified in section 7.8 above, clearly indicating the components as per Clause 7.8.3 in this RFP document and signed by the Bidder's authorized signatory.
- 8.1.6 Any entity which has been disqualified either by Government or its Departments or agencies from participating in projects (BOT or otherwise) and such disqualification subsists as on the Proposal date, would not be eligible to submit a Proposal, either individually or as member of a Consortium. Such a Bidder must submit an affidavit to this effect.

## **8.2 Proposal by Consortium**

### **8.2.1 In case of Proposals being submitted by Consortiums.**

- i. There shall be a maximum of four (4) Members in the Consortium at the time of submission of the Proposal.
- ii. Subject to the provisions of clause (i) above, the Application should contain the information required for each member of the Consortium.
- iii. Members of the Consortium shall nominate one member as the Lead Member (the “Lead Member”), who on behalf of the Consortium, shall have the authority to conduct all business for and on behalf of, any and all the partners of the Consortium during the bidding process and in the event the Consortium is awarded the Project, during signing of the Loan agreement (Appendix V).
- iv. The [Lead Member /or aggregate of all members] of the Consortium must meet the financial capacity requirements specified in clause 8.6 below.
- v. No change in composition of the Consortium shall be allowed between the Proposal Due Date and the date of issue of Letter of Award.
- vi. The Bid shall contain a Memorandum of Understanding (MoU) (Appendix IV) entered into between the Consortium Members. Each Member of the Consortium shall duly sign the MoU, making each of the Consortium Members, liable for their

respective roles and commitments relating to the technical and financial requirements of the project. In the absence of such a document, the Proposal would not be considered for evaluation and will be rejected. The MoU entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Proposal shall be considered non-responsive. The MoU shall not be amended without the explicit approval of the Contracting Authority. The MoU shall, inter alia:

- (a) Convey intent to form a Special Purpose Vehicle (Project SPV), with shareholding/ equity commitment(s) in accordance with this RFP, which would enter into a Loan Agreement and carry out all the responsibilities as a Service Provider, in case the Project is awarded to the Consortium.
  - (b) Clearly outline the roles and responsibilities of each member at each stage;
  - (c) Provide details of the minimum equity stake to be held by each member;
  - (d) Include a statement to the effect that all members of the Consortium, till such time they incorporate an SPV and provide the specified performance security or bond, be liable jointly and severally for execution of the Project in accordance with the terms of the Loan Agreement.
- vii. The Proposal shall also contain Board Resolutions of each member, stating that the entire Proposal has been reviewed and each element of the Proposal is agreed to and stating the investment commitment for the envisaged Project. The formats and documentation required in this regard has been detailed in Section 7.8 earlier.

### **8.3 Conflict of interest**

8.3.1 Bidders shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest will be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

- i. Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- ii. A constituent of such Bidder is also a constituent of another Bidder; or
- iii. Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- iv. Such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- v. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Bidder; or

- vi. Such Bidder has participated as a consultant to Zambia Institute of Chartered Accountants in the preparation of any documents, design or technical specifications of the Project.

## **8.4 Change of Ownership**

- 8.4.1 The Contracting Authority will not permit the change in ownership of the Bidder or in the composition of a Consortium Proposal during the Proposal Evaluation stage (i.e., from the time of submission and issue of Letter of Intent to successful Bidder). If any change in the composition of consortium is brought to notice of the Contracting Authority then the consortium will be disqualified.
- 8.4.2 During implementation period the Lead Consortium is expected to be part of the consortium up to the end of the Loan Period.

## **9 EVALUATION OF BIDS**

### **9.1. Confidentiality**

- 9.1.1 The Contracting Authority shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. The Contracting Authority shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.
- 9.1.2 Information relating to the examination, clarification, evaluation, pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Contracting Authority in relation to or matters arising out of, or concerning the Bidding Process. The Contracting Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the

same in confidence. The Contracting Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Contracting Authority.

## **9.2 Clarifications**

- 9.2.1 To facilitate evaluation of Proposals the Contracting Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the Contracting Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Contracting Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Contracting Authority.
- 9.2.2 Bidders are advised that the evaluation of Proposals will be entirely at the discretion of the Contracting Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 9.2.3 Any information contained in the Proposal shall not in any way be construed as binding on the Contracting Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 9.2.4 The Contracting Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

### **9.3 Part I - Tests of Responsiveness**

9.3.1 Prior to evaluation of Bids, the Contracting Authority shall determine whether each Bid is responsive to the requirements of the RFP. Part I of the technical proposal received shall be considered responsive only if:

- (i) It contains a Bid Security as per section 7.6.1;
- (ii) It is accompanied by the Memorandum of Understanding (MoU) (for Consortium), specific to the Project, as stipulated in the RFP;
- (iii) It contains information in formats same as those specified in this RFP;
- (iv) It contains all the information (complete in all respects) as requested in this RFP;
- (v) It is accompanied by the Power(s) of Attorney as specified in the RFP;
- (vi) It is signed, sealed, hard bound and marked as stipulated in the RFP;
- (vii) It does not contain any condition or qualification;
- (viii) Audited financial statements for last three years are provided;
- (ix) Evidence of Zambian Indigenous Participation; and
- (x) Details and Proof of Financial Capacity are provided. This should be in form of a letter from a reputable financial institution or any other proof of financial sources.

9.3.2 The Contracting Authority will reject any Proposal, which is non-responsive at the preliminary stage.

9.3.3 The evaluation at the preliminary stage will be based on the “pass-fail” approach and bidders who pass at this stage shall qualify to the second part of the technical evaluation.

9.3.4 Bidders not passing the preliminary stage will be disqualified and their Financial Proposals would be returned to them unopened.



## 9.4 Part II and III - Technical Evaluation

9.4.1 Bidders who passed at the preliminary stage will qualify for technical capacity evaluation.

9.4.2 The Technical Evaluation will be as shown below:

S. No	Technical Evaluation – Areas of Scrutiny	Weights
	<b>Part II – Technical Capacity</b>	
1	Understanding of the Project Context	5
2	Experience in similar projects of not less than KR20 million	10
3	Proposed Technical Design and Configuration	20
4	Work Plan, Methodology and Project implementation Plan	20
5	Operating & Maintenance Plan	10
6	Key expert qualification and competences	15
	<b>Part III – Financial Capacity</b>	
7	Net Cash Accruals	10
8	Net Worth	10
	<b>Total</b>	<b>100</b>

9.4.3 As part of the evaluation, the Contracting Authority may request the Bidder for additional information and/or clarifications from the Bidder, as it deems necessary and appropriate.

9.4.4 Only Bidders scoring 70% mark and above in the Technical Evaluation shall qualify for opening of Financial Proposals. Financial Proposals of Bidders not qualifying at Technical Evaluation Stage will be returned unopened.

## 9.5 Evaluation of Financial Proposal

9.5.1 After the evaluation of the Technical Proposals, Bidders who meet the minimum qualifying mark of 70% shall be invited to witness the opening of their Financial

Proposals. The following information will be announced at the Opening of the Financial Proposals:

- Bidders' names;
- Names of Consortium Members;
- Gross Revenue Lease Fee Percentage; and
- Loan Period.

9.5.2 The Financial Proposal will be evaluated on the basis of the following:

- (i) Lease Fee percentage of gross revenues payable to the **Contracting Authority**.
- (ii) The duration of the loan. A bidder that submits an attractive revenue percentage and provides the shortest loan period will be more preferred.

9.5.3 Information relating to the examination, clarification and evaluation of financial proposals and recommendations concerning the contract award shall not be disclosed to any person who is not officially concerned with the process.

## **9.6 Notification and Issue of Letter of Intent**

9.6.1 Following the Evaluation of the Financial Proposal, the Contracting Authority will ascertain the most Responsive Bidder.

9.6.2 The Contracting Authority shall issue a Letter of Intent (LOI) to the Successful Bidder after obtaining approval from the Finance and Administration Committee of Council and the Management Tender Committee,, which needs to be accepted within 7 days of issuance of Letter of Intent.

## **9.7 Condition Precedent for Issue of Letter of Award**

9.7.1 The Successful Bidder shall confirm his acceptance of the LOI issued by the Contracting Authority within seven (7) days as evidenced by signing and sending a copy of the LOI issued. In the event the duplicate copy of the LOI duly signed by the Successful Bidder is not received by the stipulated date, the Contracting Authority may, unless it consents to extension of time for submission thereof, the Bid Security of such Bidder on account of failure shall be forfeited, and the next Bidder may be considered.

9.7.2 The Successful Bidder shall comply with the following conditions precedent for issue of Letter of Award (LOA) within Thirty [30] days of issue of LOI:

- i. Formation of Project SPV (with the equity shareholding) including obtaining resolutions of Board of Directors of the individual equity holders of the Project SPV.

9.7.3 The Contracting Authority shall issue a Letter of Award (LOA) after getting the approval of the ZICA Council to the successful bidder within 7 days.

## **9.8 Contracting Authority's Right to Accept or Reject Proposal**

9.8.1 Notwithstanding anything contained in this RFP, the Contracting Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

9.8.2 The Contracting Authority reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.

9.8.3 The Contracting Authority reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or uncovered, or
- b) The bidder does not respond promptly and thoroughly to requests for additional information required for the evaluation of the Proposal.

9.8.4 Any misrepresentation /improper response would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.

9.8.5 This would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Successful Bidder gets disqualified / rejected, then the Contracting Authority reserves the right to:

- i. Declare the Bidder proposing the next lowest valid Bid Financial Offer as the Successful Bidder and where warranted, invite such Bidder to equal or better the Financial Proposal submitted by such disqualified Successful Bidder; or
- ii. Take any measure as may be deemed fit in the sole discretion of the Contracting Authority, including annulment of the bidding process.

## **10.0 MISCELLANEOUS**

10.1 The Bidding Process shall be governed by, and construed in accordance with, the Public Private Partnership Act no.14 of 2009 and the Public Procurement Act no. 12 of 2008 shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

10.2 ZICA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- i. suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Bidder in order to receive clarification or further information;
- iii. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- iv. Independently verify, disqualify, reject and/ or accept any and/ or all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

10.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the ZICA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

## **APPENDIX I**

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### **FORMAT FOR LETTER OF PROPOSAL SUBMISSION**

[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]

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

Chief Executive Officer  
Zambia Institute of Chartered Accountants  
Accountants Park  
2374/A Thabo Mbeki Road  
Lusaka, ZAMBIA

Dear Sir/Madam

### **DEVELOPMENT OF SHUUNGU NAMUTITIMA INTERNATIONAL CONVENTION CENTRE FOR ZAMBIA INSTITUTE OF CHARTERED ACCOUNTANTS ON A DESIGN, FINANCE, BUILD AND TRANSFER ARRANGEMENT**

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby submit the technical and Financial Proposals for the [insert name of project] in one Original and four Copies for the technical and financial proposals, respectively, with the details as per the requirements of the Bidding Documents, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the Proposal is valid for a period of 180 days from the due date of submission of Proposal and unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by [name of the bidding Company/Lead Consortium member] who is the Bidding Company/the Lead Consortium Member of the Bidding Consortium Comprising [mention the names of the entities who are the Consortium Members], in accordance with the conditions stipulated in the RFP.
2. As the Bidding Company/Lead Consortium Member [in case of a Bidding Consortium], we shall abide by the roles and responsibilities assigned to us as per the MoU between the Consortium Members and as outlined in this RFP.
3. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Zambia Institute of Chartered Accountants. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Zambia Institute of Chartered Accountants.
4. We confirm that there are no conditions in “Envelope B: Financial Proposal”.
5. We confirm that the information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
6. We confirm that we have studied the provisions of the relevant Zambian laws and regulations required to enable us to prepare this Technical and Financial Proposals and as required to Design, Finance, Build and Transfer of Shuungu Namutitima International Convention Centre , in the event that we are finally selected.

7. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 180 days from the Proposal Due Date.

Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Consortium Member and the Company Seal)

Signature : (Authorised Representative and Signatory)

Name of the Person:

Designation:



## APPENDIX II

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### DETAILS OF BIDDER

1.
  - (a) Name
  - (b) Country of Incorporation
  - (c) Address of the corporate headquarters and its branch office (s), if any, in Zambia
  - (d) Date of incorporation and / or commencement of business
2. Brief description of the Company including details of its main lines of business and proposed roles and responsibilities in this Project.
3. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone No:
  - (f) E-mail Address:
  - (g) Fax No:
4. Details of individual (s) who will serve as the point of contact / communication for Zambia Institute of Chartered Accountants, within the Company
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone No.
  - (e) E-mail address:
  - (f) Fax No.
5. In case of Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium

(b) Information regarding role of each Member should be provided as per table below:

S/No.	Name of member	Role of the Member (whether lead or member) and expertise brought in	% of Investment in the project
1			
2			

*Note: Specify whether Lead Member, Associate Member*

(c) The following information should be provided according to the format provided hereunder:

No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the [Central/ State Government, or any entity controlled by them], from participating in any project[s]		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the members of its consortium (where applicable) disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

(Signature of Authorised Signatory)

**Common seal and stamp**

### APPENDIX III:

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#### FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL

(On a Stamp Paper of appropriate value)

#### POWER OF ATTORNEY

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the [insert name of project] on Design, Finance, Build, (DFBT) arrangement in the Republic of Zambia, including signing and submission of all documents and providing information/ responses to the Zambia Institute of Chartered Accountants (Contracting Authority), representing us in all matters before the Government of the Republic of Zambia, and generally dealing with the Contracting Authority in all matters in connection with our proposal for the said Project. We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

-----

(Signature)

(Name, Title and Address)

Accepted

\_\_\_\_\_ (Signature)

---

(Name, Title and Address of the Attorney)

**Company seal and stamp**

**Notes:**

1. To be executed by the sole Bidder or the Lead Member in case of a Consortium duly supported by a Board Resolution.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. In addition, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

## FORM IV

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### MEMORANDUM OF UNDERSTANDING (MOU) IN CASE OF CONSORTIUM PROPOSAL

**This Memorandum of Understanding (MoU) entered into this day of [year]  
at \_\_\_\_\_ Among**

**\_\_\_\_\_ (hereinafter referred as" \_\_\_\_\_") and having office in Zambia Party of  
the First Part**

**And**

**\_\_\_\_\_ (hereinafter referred as" \_\_\_\_\_") and having office in Zambia Party of  
the Second Part**

The parties are individually referred to as Party and collectively as Parties. WHEREAS the Zambia Institute of Chartered Accountants has invited Proposals from interested Firms / Consortiums for Appointment of Private operator for development of the [Project] through a Loan agreement AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties" rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That M/s \_\_\_\_\_ who is the Lead Members of the Consortium commits to hold a minimum equity stake equal to [as per the provisions of the Bid document] of the aggregate shareholding of the Consortium at all times during the Loan Period. /or That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The Said SPV shall not undertake any other business during the Loan Period.

2. That any dilution in the equity holding by the Parties in the consortium shall be as per the provisions of the Loan Agreement. /or That the equity shareholding of the Parties in the issued and paid up capital of the SPV shall not be less than as specified under the Bid documents.
3. That the shareholding commitments shall be recorded in the Loan agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Loan agreement and the Request for Proposal.
4. That the Parties shall carry out all responsibilities as Private Service Provider in terms of the Loan Agreement.
5. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of Consortium member	Role (Lead Member or Member)	Responsibilities

6. That the minimum equity holding of each Party (in percentage term) shall be as follows:

Name of Consortium member	Role	Equity Holding

7. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
8. That the parties shall be jointly and severally liable for execution of the project.
9. That this MoU shall be governed in accordance with the laws of Zambia and courts in [Project State], Zambia shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorised signatory of Party of the first part:

Authorised signatory of Party of the second part:

Authorised signatory of Party of the third part:

Witness 1

Witness 1

## **APPENDIX V**

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### **FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

(On a Stamp Paper of appropriate value)

#### **POWER OF ATTORNEY**

Whereas the Zambia Institute of Chartered Accountants (Contracting Authority) has invited Proposals from interested parties for the [insert name of project] on Design, Finance, Build, (DFBT) arrangement ("the Project").

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bidding Documents and other connected documents in respect of the Project, and

Whereas, it is necessary under the Bidding Documents for the members of the Consortium to nominate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all such acts, deeds and things as may be necessary in connection with or incidental to the Consortium's proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. \_\_\_\_\_, and M/s. \_\_\_\_\_ (the respective names and addresses of the registered office) do hereby constitute, appoint and authorize M/s. \_\_\_\_\_ as the Lead Member of the Consortium and as our attorney, to do on behalf of the Consortium, all or any of such acts, deeds or things as may be necessary in connection with or incidental to the Consortium's proposal for the Project, including submission of proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the Zambia Institute of Chartered Accountants, or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Loan agreement is entered into with the Zambia Institute of Chartered Accountants.



We hereby agree to ratify all such acts, deeds and things lawfully done by Lead Member as our said attorney pursuant to this Power of Attorney and that all acts deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ [year]. (Executants)

(To be executed by all the members of the Consortium)

**Company seal and stamp**

**Note:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. The executants(s) should submit for verification the extract of the charter documents and documents such as Board Resolution and Power of Attorney in favour of the person executing this Power of Attorney in favour of the Lead Member.

## APPENDIX VI

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### FORMAT FOR BOARD RESOLUTION OF COMPANIES

#### **FORMAT FOR LEAD MEMBER**

**“RESOLVED THAT** approval of the Board be and is hereby granted to join the consortium with and

----- (name and address of the consortium members) for joint submission of Proposal for appointment as a Private Service Provider to undertake the Shuungu Namutitima International Convention Centre Development project of the Zambia Institute of Chartered Accountants.

**“RESOLVED FURTHER THAT** the Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

**“RESOLVED FURTHER THAT** Mr. ----- (name), (designation) be and is hereby authorized to enter into an MoU, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in favour of ----- to act as the Lead Member.

#### **FORMAT FOR MEMBER**

**“RESOLVED THAT** approval of the Board be and is hereby granted to join the consortium with ----- and (name and address of the consortium members) for joint submission of Proposal to Zambia Institute of Chartered Accountants for appointment as a Private partner to undertake the Shuungu Namutitima International Convention Centre Development project of the Zambia Institute of Chartered Accountants.

**“RESOLVED FURTHER THAT** the Memorandum of Understanding (“MoU”) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. ----- (name), (designation) be and is hereby authorized to enter into an MoU with the consortium members and execute a power of attorney in FAVOUR OF ----- TO ACT AS  
THE LEAD MEMBER”

## APPENDIX VII

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### FORMAT FOR NON-CRIMINALITY

(In case of Consortium to be given separately by each member)

1. I, the undersigned, do hereby certify that all the statements made in our Proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s ----- nor any of its directors/constituent partners have abandoned any work relating to Infrastructure development under the Public Private Partnership framework nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this Proposal.
3. The undersigned also hereby certifies that neither our firm M/s..... nor any of our Consortium partner namely M/s ----- & M/s----- have abandoned any contract/work of the Zambia Institute of Chartered Accountants or Govt. of Republic of Zambia and/or blacklisted by any Govt. agencies in participating from any bidding/tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by Zambia Institute of Chartered Accountants to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of Zambia Institute of Chartered Accountants.

Signed by an authorized Officer of the Firm

Title of Officer

Name of Firm

## APPENDIX VIII

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### FORMAT FOR ANTI-COLLUSION CERTIFICATE

To be executed by lead member, in case of consortium

Date: -----

The Chief Executive Officer  
Zambia Institute of Chartered Accountants  
Accountants Park  
2374/A Thabo Mbeki Road  
Lusaka, ZAMBIA

### **Zambia Institute of Chartered Accountants on Design, Build, Finance, (DFBT) arrangement**

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We hereby certify and confirm that in the preparation and submission of our Proposal for the properties listed below, we have not acted in concert or in collusion with any other Bidder or other person(s) and not done any act, deed or thing, which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this ..... Day of ....., 200\_

.....  
(Name of the Bidder1)

.....  
(Signature of the Authorized Person)

.....  
(Name of the Authorized Person)

#### ***Note:***

- 1. On the Letterhead of the Bidder*
- 2. To be executed by both members in case of Consortium*

## APPENDIX IX

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### DETAILS AND PROOF OF TECHNICAL CAPACITY

#### 1. Summary List of Eligible Projects

##### a. Real estate Development and Management

(Enclose details for each member separately in case of Consortium)

Project Category	Project Details
A- O &M- Real Estate Managing a real estate business	Title: Location: Project description: Contract duration: Other Information:
B- Construction- Ultra modern villa and Residential properties	Title: Location: Project description: Contract duration: Other Information:

#### Instructions

1. The above table should provide the summary details that need to be provided for the projects that the Applicant / consortium wishes to showcase as relevant experience (adhering to the instructions given in section )
2. In case of consortium applications, such details should be provided separately each of the Consortium members.
3. Bidders may choose to showcase more than one project for each category, but maximum number of projects shown in one category should be limited to 3 projects considered most relevant by the Bidder / Bidding Consortium.

4. For each project showcased against the requirements of Technical Capacity, the following details and supporting documentation should be enclosed (in the formats provided below)
  - a. A detailed Project Information Sheet (format enclosed below) should be enclosed
  - b. A certificate of award from the Bidder (or Respective Consortium Member's, in case of consortium bids) certified by its statutory auditor (formats enclosed below)
  - c. A certificate from Client organization for each of the projects showcased as experience for Technical Capacity should be enclosed.

### **Format for Project Information Sheet**

**To be submitted for each project shown in the above table**

ITEM	PARTICULARS OF THE PROJECT
Name of Bidder (Member of Consortium, in case of Consortium Bid)	
Member Type (in case of Consortium – Lead or Other)	
Category	<ul style="list-style-type: none"> <li>General PPP experience</li> <li>Construction experience</li> <li>O&amp;M experience</li> </ul>
Project Title	
Project Location	
Name, address and Reference Contact (Name, Designation and contact details) of Client for which project was developed	
Date of commencement of project	
Date of completion /commissioning	
Role of Applicant in the project.	
Short Description of the project (not exceeding 150 words):	
Nature of Services Provided:	

## **CERTIFICATE OF AWARD FROM THE COMPETENT AUTHORITY**

This is to certify that \_\_\_\_\_(name of the Bidder) is/ was an equity shareholder in \_\_\_\_\_(title of the project company) and holds/ held USD     Million of equity (which constitutes \_\_\_\_% of the total paid up and subscribed equity capital) of the project company from \_\_\_\_\_ (date) to \_\_\_\_\_ (date). The project was/will be completed and commissioned on \_\_\_\_\_ (date of commissioning of the project).

Authorised Signatory:

Name:

Designation: Signature of the Authorised

Signatory and date



## APPENDIX X

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### A

#### FORMATS FOR TECHNICAL PROPOSAL

In preparing the Technical Offer, Bidders are advised to review all the two volumes of the RFP document.

Bidders are requested to undertake required reconnaissance studies and field level studies required by the Bidder to ensure that their Technical Proposal addresses the issues and meets the requirements of the project as outlined in the RFP. Bidders are open to carryout independent studies to confirm the validity of the information provided in the RFP.

The Bidder shall submit a Technical Proposal setting out the approach to the Project. The design and approach for implementing the Project shall also be in compliance with the Applicable Law.

**The Technical Proposal shall set out the following components:**

- a. Methodology Statement;
- b. Concept design for development of Project Facilities; if any
- c. PERT/CPM Chart;
- d. Resource Utilization Statement
- e. Area Allocation Statement
- f. Operations & Maintenance Scheme
- g. Project Schedule
- h. Environment, Health & Safety Policy and Practice

**a. Methodology Statement**

The Bidder shall provide a methodology statement, which broadly sets out the approach to the Project. The methodology statement shall include the Bidders appreciation of the Project, the sequencing of activities to be performed, the facilities to be provided, design standards and basis for calculations of capital and operating costs. The methodology statement should clearly demonstrate the compliance of the approach to be adopted by the Bidder for the implementation of the Project to the applicable laws in the country.

**b. Process Flow Chart and Material Balance Statement**

The Bidder shall provide a process flow chart and a material balance statement setting out the activities and the outputs at each stage. The Bidder should indicate supporting calculations and assumptions, if any.

**c. Resource Utilization Statement**

A statement indicating the procurement, deployment and utilization of the resources shall be provided. The statement shall include proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, utilization of office and other facilities.

**d. Area Allocation Statement**

The Bidder shall set out the area utilization plan for the Project Facility including the recreation Facility, buffer area, administrative area, waste disposal area, and any other facilities etc.

**e. Operations and Maintenance Scheme**

The Bidder shall separately set out the operations and maintenance scheme for the Project Facility. The maintenance (regular & emergency) schedules should also be indicated over the Loan Period.

**f. Time Schedule**

The Bidder shall indicate an Activity Schedule over the Loan Period including the Construction Activities and O & M Activities.

**g. Environment, Health & Safety Policy and Practice**

The Bidder shall indicate the environment, health and safety policy and practices, which are proposed to be adopted during the Loan Period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, fire, etc needs to be elaborated.

The broad format for Technical Proposal is outlined below:

## APPENDIX XB

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### TECHNICAL PLAN FOR PROJECT FACILITIES

(Applicable for the construction and maintenance of the proposed accommodation and recreation facilities)

#### A. Technical Plan

##### Construction

Bidders are requested to prepare a detailed step wise work plan for the Project Facility(s) during construction. This should include the following:

1. Detailed Design & Specifications of Project Facilities:
  - a. Design of proposed accommodation and recreational facilities with detail calculations; and
  - b. detailed designs of the accommodation and recreational facility showing all the units complete in all respects;
2. Construction Phasing:
  - a. The Bidder shall provide a detailed Construction Schedule consistent with the prescribed construction period as specified in the Bid documents. The Bidder shall indicate the milestones and would describe when the various milestones of the Project will be achieved. This Construction Schedule shall form part of the Loan Agreement;
  - b. The Bidder shall also indicate the pre-conditions for achieving the milestones indicated in the Construction Schedule and significant conditions or events, which may delay achieving a milestone. The schedule shall also indicate identification and acquisition of major Clearances. The above schedule shall also be submitted in a Bar Chart and PERT – CPM network format; and
  - c. Table giving List of all other civil works and facilities to be provided; and

- d. Detailed design, specifications and drawings of various civil and other installations proposed in the Project Facilities; and
  - e. Detailed design, specifications and drawings of various utilities proposed viz. waste and storm drains etc.
3. Manpower and Equipment Mobilization & Deployment Plan vis-à-vis the above construction schedule. This should include:
- a. Calculation of manpower requirement;
  - b. Details of proposed manpower and organization chart for Authorized person of company; and
  - c. Details of equipment mobilization and deployment plan
- The above plans should adhere to the overall timeframes for completion of construction and timeframe for Project Commissioning outlined in the Bid documents.

## **B. Operation & Maintenance**

As part of the O&M Plan, Bidders should detail the specific activities that they intend to carry with respect to Operations and Maintenance to ensure that the service level obligations are met as set out in the bid documents. Specifically, the O&M Plan should cover:

- 1 Asset Management Plan;
- 2 Maintenance Plan/Schedule – regular and preventive of plant, equipment and vehicle;
- 3 Organizational Plan during maintenance;
- 4 Cost management covering power and consumables;
- 5 Stakeholder management, communication and grievance redressal;
- 6 Overall Project Quality Assurance; and

The Bidder must describe in detail how it proposes to meet the safety requirements and environmental standards.

## APPENDIX XI

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### DETAILS OF EXPERT TEAM

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

### Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on proposed development. Describe degree of responsibility held by staff member on relevant previous proposed developments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

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**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of proposed developments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

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**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

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

*[Signature of staff member and authorized representative of the developer] Day/Month/Year*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_





## **APPENDIX XII**

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### **GUIDELINES FOR PROVIDING INFORMATION RELATED TO FINANCIAL CAPABILITY**

1. The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company (who are not Members of the Consortium) will not be considered for computation of the Financial Capability of the Bidder.
2. Member Code LM = Lead member, AM = Associate Member
3. Instructions for calculation of Financial Capability:
  - (a) Net Cash Accruals = (Profit After Tax + Depreciation + Other non-cash expenditure)
  - (b) Net Worth = Subscribed and Paid-up Equity (including Share Premium, if any) + Reserves – Revaluation Reserves - Miscellaneous expenditure not written off-Deferred Revenue Expenditure-Deficit in Profit and Loss Account
  - (c) The financial year would be the same as followed by the Bidder for its annual report. Year 1 will be the last Financial Year. Year 2 shall be the year immediately preceding Year 1.
  - (d) The Bidder shall provide audited Annual Reports as required under this Bidding Documents. For a Consortium, audited Annual Reports of all Members shall be provided.
  - (e) In case of a Consortium comprising of members with holdings in each other, the cross holdings between the group companies comprising part of the Consortium will be deducted for the purpose of Net Worth calculations.

Financial details of the Bidder.

If the Bidder is a consortium, the Financial Details of all the members should be provided in the following manner.

Name of Member:

Role of Member:

SN	Particulars as per audited Balance Sheet	Year 3	Year 2	Year 1	Total
1	Profit After Tax (PAT)				
2	Depreciation				
3	Other non-cash expenditure				
4	Subscribed and paid up equity				
5	Reserves				
6	Revaluation reserves				
7	Miscellaneous expenditure not written off				
8	Deferred Revenue expenditure				
9	Deficit in Profit and Loss Account				
10	<b>Net Cash Accruals = (1+2+3)</b>				
11	<b>Net Worth = (4+5-6-7-8-9)</b>				

(Signature of Authorised Signatory)

**Company seal and stamp**

**Signature, Name, Address and Membership No. of Chartered Accountant**

## **APPENDIX XIII**

### **GUIDELINES FOR THE CASH FLOW STATEMENT**

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Bidders would be required to submit information on key assumptions for the Project (Key Assumptions) based on their estimates of various parameters pertaining to the Project. The Cash flow Statement should include the following information and Key Assumptions:

1. Detailed Revenue Analysis
  - Clear Assumptions of Occupancy Rates
  - Clear indication of projected rental increments over the years
2. Lease Fees payable to the ZICA
3. Detailed Direct Attributable Costs
4. Project Cost Estimates – Component wise break-up for the Project with detailed cost heads
  - Base Construction Cost as on Proposal Due Date
  - Contingencies
  - Details of Preliminary Expenses
  - Details of Pre-Operative Expenses
5. Operating and Maintenance Cost Estimates as on Proposal Due Date
  - Annual Manpower Costs (details on number of operators, supervisors etc)
  - Routine Annual Maintenance Costs
  - Periodic Annual Maintenance Costs
  - Annual Power requirement and Costs
  - Annual Consumable Costs
6. Other Costs and Charges
  - Establishment Cost
  - Depreciation Rates

7. Estimated Total Project Cost as on commercial operations date (COD).

8. Capital Structure

- Debt-Equity Ratio
- Equity Capital
- Debt Funding
- Quasi-equity, if any

9. Debt Service Analysis

- Principle Loan
- Interest Rate
- Principle Repayment
- Total Debt Service
- Amortization Period
- Principle Cover
- Total Debt Service Coverage Ratio
- Interest Cover

10. Performance Ratio Analysis

- Gross Margins
- Net Margins
- Return On Assets
- Return Equity
- Return on Investments
- Internal Rate of Return
- Net Present Value
- Breakeven (%)
- Breakeven in value of ZMK

11. Terms of Debt and Quasi-equity

- Maturity
- Cost of Debt or Expected Return on Equity

12. Economic Assumptions

- Inflation Rate
- Exchange Rate, if any

13. Sensitivity Analysis

14. Taxation Assumptions

- Tax rates
- Tax benefits

**APPENDIX XV**

## FINANCIAL PROPOSAL SUBMISSION FORM

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{Location, Date}

To: The Chief Executive Officer  
Zambia Institute of Chartered Accountants  
Accountants Park  
2374/A Thabo Mbeki Road  
Lusaka, ZAMBIA

Dear Sirs:

We, the undersigned, hereby submit the Financial Proposal as follows:

1. We will pay Lease Fees of [X] Percentage [X%] of Gross Revenue from Completion of Construction. The Lease Fees shall be payable quarterly in a calendar year in arrears throughout the Loan Period.
2. The Loan Period shall be [XX] years.

Our Financial Proposal shall be binding upon us and shall **not** be subject to any modifications.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: