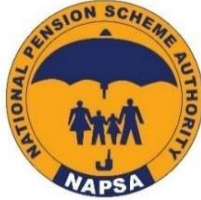


**NATIONAL PENSION SCHEME AUTHORITY**



**BIDDING DOCUMENT**

**NAPSA/LSS/ONB/01/25: TENDER FOR THE PROVISION OF LEGAL SERVICES ON BEHALF OF THE NATIONAL PENSION SCHEME AUTHORITY (NAPSA) UNDER A THREE-YEAR FRAMEWORK AGREEMENT, SUBJECT TO ANNUAL REVIEW AND POSSIBLE RENEWAL BASED ON SATISFACTORY PERFORMANCE**

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**National Pension Scheme Authority**

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**DECEMBER 2025**

## **SBD for Procurement of Goods & Services**

### **Summary**

#### **PART 1 – BIDDING PROCEDURES**

##### **Section I. Instructions to Bidders (ITB)**

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

##### **Section II. Bidding Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

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

This Section specifies the criteria to be used to determine the best-evaluated bid, and the Bidder's qualification requirements to perform the contract.

##### **Section IV. Bidding Forms**

This Section includes the forms for the Bid Submission, Price Schedules, and Bid Security to be submitted with the Bid.

##### **Section V. Eligible Countries**

This Section contains information regarding eligible countries.

#### **PART 2 – SUPPLY REQUIREMENTS**

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

This Section includes the List of Goods and Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Services to be procured.

## **PART 3 – CONTRACT**

### **Section VII. General Conditions of Framework Agreement (GCFA)**

This Section includes the general clauses to be applied in all contracts under the Framework Agreement. The text of the clauses in this Section shall not be modified.

### **Section VIII. Special Conditions of Framework Agreement (SCFA)**

This Section includes clauses specific to each Framework Agreement contract that modify or supplement Section VII, General Conditions of Contract.

### **Section IX: Contract Forms**

This Section includes the form for the Agreement, which once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

### **Attachment X: Invitation for Bids**

An “Invitation for Bids” form is provided at the beginning of the Bidding Documents for information.

## 1. Letter of Invitation



### NATIONAL PENSION SCHEME AUTHORITY

Invitation for Bids (IFB)

**IFB No: NAPSA/LSS/ONB/01/25**

***Tender for the Provision of Legal Services on Behalf of the National Pension Scheme Authority (NAPSA) Under a Three-Year Framework Agreement, Subject to Annual Review and Possible Renewal Based on Satisfactory Performance (NAPSA/LSS/ONB/01/25)***

1. The *National Pension Scheme Authority (NAPSA)* has set aside funds in the 2025 Corporate Budget, and it intends to apply part of the proceeds to payments under the contract for the provision of *legal services on behalf of NAPSA under a three-year Framework contract*.
2. NAPSA now invites sealed bids from eligible and qualified bidders for the *provision of legal services on behalf of NAPSA on a three-year framework contract*.
3. Bidding will be conducted using the **Open National Bidding (ONB) procedures** specified in the Public Procurement Act of 2020, the Public Procurement Act (Amendment) No. 17 of 2023 and the Public Procurement Regulations of 2022. The tender will be divided into Lots as indicated below:

LOT	LOT NAME
1	Corporate Advisory
2	Transactional Support
3	Litigation
4	Alternative Dispute Resolution
5	Conveyancing

4. Bidders are free to participate in all the Lots or any of the Lots of their preference. **Award of the Framework Agreement will be per Lot, however, more Lots may be awarded in case fewer bidders go through to the final evaluation stage.**
5. Bidders may obtain further information from the *National Pension Scheme Authority* and inspect the Bidding Documents through the Zambia Public Procurement Authority Electronic Government Procurement (ZPPA e-GP) System using the website: <https://eprocare.zppa.org.zm/epps/home> or from the iCARE website: <https://www.napsa.co.zm/self-service/procurement>.

6. This invitation for bids (IFB) is open to both Citizen and Local Bidders; **However, Local Bidders shall be required to partner with Citizen Bidders.**
7. A complete set of Bidding Documents may be purchased by bidders upon payment of a non-refundable fee of *Five Hundred Kwacha only (K500.00) or its equivalent, through the e- GP System*. Bidders are advised to pay a K500.00 participation fee or its equivalent through the ZPPA e-GP System before closing of this tender and reference the tender number and name, on the deposit slip.
8. Secure Bids must be submitted **electronically**, through the ZPPA e-GP System on or before **10:30 hours** local time on Friday, 9<sup>th</sup> January, 2026. Bids must be clearly labelled "**Three-Year Framework Agreement, Subject to Annual Review and Possible Renewal Based on Satisfactory Performance (NAPSA/LSS/ONB/01/25)**". Late bids will be rejected. Bids will be opened electronically, through the e-GP System, **thirty (30) minutes** after **the bid opening** time on **Friday, 9<sup>th</sup> January 2026**. All bids must be accompanied by a Bid Securing Declaration duly signed by the Bidder's Managing Partner or authorised representative with Power of Attorney from the Managing Partner, and a bid validity period of **120 days** from the bid closing date.
9. The National Pension Scheme Authority reserves the right to change the dates mentioned above or in the bidding document, which will be communicated. Bidders should pay attention to information in the table below:

Item No.	Description of Item	Date
1.	Date and Time of commencement of inspection of Bid Document	<b>Thursday, 4<sup>th</sup> December 2025 at 11:300 hours. Bidders are advised to pay a K500.00 participation fee or its equivalent through the ZPPA e-GP System before closing this tender and reference the tender number and name, on the deposit slip.</b>
2.	Last date for requesting any clarification	<b>Ten (10) days before the closing date.</b>
3.	A pre-bid meeting	<b>Monday, 15<sup>th</sup> December 2025 at 10:00 hours, through the Microsoft Teams Meeting Link: <a href="#">Join the meeting now</a></b>
4.	Last Date and Time for Receipt of Bids	<b>Friday, 9<sup>th</sup> January 2026 at 10:30 hours.</b>
5.	Date and time of opening Bids	<b>Friday, 9<sup>th</sup> January 2026 at 11:00 hours. The e-GP System provides for a thirty (30) minute window before bids can be opened.</b>

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**PART 1 – Bidding Procedures**

## Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

#### 1 Scope of Bid

- 1.1 The Procuring Entity indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Services as specified in Section VI, Schedule of Requirements. The name and identification number of this Limited Bidding (LB) procurement through Framework Agreements are specified in the BDS. The name, identification, and number of lots that are provided in the BDS.
- 1.2 Throughout these Bidding Documents:
  - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, communication through e-Procurement system, whichever indicated in the Bidding Data Sheet (BDS)) with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa;
  - (c) “day” means Working day;
  - (d) the term “Contract Manager” refers to the officer, body or institution appointed under Section 76 of the Public Procurement Act of 2020;
  - (e) “Government” refers to the Government of the Republic of Zambia, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2020 and the Public Procurement Act (Amendment) No. 17 of 2023; and
  - (f) “ZPPA” refers to the Zambia Public Procurement Authority.
  - (g) “Framework Agreement” refers to the contractual arrangement, which establishes a framework of terms, which will apply to subsequent orders made by the procuring entities for the Goods and Services or covered by the framework over the period of time during which it is in force
  - (h) “Call off order” refers to a contractual commitment to purchase a particular volume or value of goods or services under the terms of the Framework Agreement. These contracts are normally formed through the placing of a specific purchase order for a quantity of goods or services following the terms set out in the Framework Agreement, under which the call off is made.
  - (i) “Mini-competition” is process of selecting supplier or suppliers, in case of framework agreement with multiple suppliers, through a secondary competition among the suppliers for issuing “Call of Order”. Mini-competition is conducted through Simplified Bidding method or reverse auction or any other competitive method defined by the procuring entity. Mini- competitions are conducted, where not all the terms are laid down in the framework agreement, price rates among the suppliers in panel varies much, or market price is fluctuated significantly, when the Suppliers are again in competition on the basis of the same and, if necessary, more precisely formulated terms, and, where appropriate, other terms referred to in the specifications of the framework agreement.
- 1.3 The object of the framework agreement is to settle the terms governing the delivery of the Goods and Services **specified in the BDS**.
- 1.4 The Procuring Entity’s intention is to conclude a framework contract as **specified in the BDS** with a supplier/s as **specified in the BDS**. Accordingly call-off orders will be placed whenever the needs for supply appear using supplier selection method as **specified in the BDS**.

- 1.5 The Classification of items as per United Nations Standard Products and Services Code (UNSPSC) is **specified in the BDS**.
- 1.6 If the contract is divided into lots, each lot may lead to the award of a separate contract. The quantities indicated for different lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each lot. If the Bidder is awarded contracts for more than one lot, a single contract may be concluded covering all those lots.
- 1.7 Type of the framework agreement as **specified in the BDS**.
- 1.8 The quantities estimated are only indicative quantities and do NOT compel the procuring entity to buy any of them. The procuring entity may at its own discretion purchase fewer or more quantities than the estimated quantities per item.
- 1.9 The supplier shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices in case of unit price based framework agreement, in case the procuring entity decides to purchase fewer or more quantities than the indicative ones and/or in case the procuring entity decides NOT to purchase ANY of these quantities for some items.
- 1.10 Payments will only be made on the basis of the actual amounts of the Called-off Orders issued during the duration of the framework agreement.
- 1.11 Place for delivery of Goods and Related Services shall be as **specified in the BDS**.
- 1.12 INCOTERM of delivery condition shall be as **specified in the BDS**.
- 1.13 Time limits for start and/or completion of the contract shall be as **specified in the BDS**.
- 1.14 Unless otherwise **specified in the BDS**, the procuring entity has established all Terms of the Agreement. Refer to Part B, Section IV, of this Bidding document for the Draft Framework Agreement.

## 2 Source of Funds

- 2.1 The Procuring Entity has applied for or received financing (hereinafter called "funds") from Government toward the cost of the project or programme. The Procuring Entity intends to apply a portion of the funds to eligible payments under the call of orders/purchase orders/contracts under the Framework Agreement for which these Bidding Documents are issued.
- 2.2 Payments by Procuring Entity will be made only at the request of the Contract Manager.

## 3 Fraud and Corruption

- 3.1 Government requires that Procuring Entities (including beneficiaries of the funds), as well as bidders, suppliers, contractors, and consultants under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, Government:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
    - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
    - (iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring

Entity, designed to establish bid prices at artificial, noncompetitive levels; and

- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will sanction a firm or individual, including suspending or barring a bidder or supplier in accordance with Sections *ninety-five*, *ninety-six* and *ninety-seven* of the Public Procurement Act of 2020; as amended by section 30 of the Public Procurement Act (Amendment) No. 17 of 2023 and Regulations 230 to 240 of the Public Procurement Regulations of 2022. A bidder or supplier aggrieved by such a decision may appeal in accordance with *One Hundred* of the Public Procurement Act of 2020, as amended by Section 32 of the Public Procurement Act (Amendment) No. 17 of 2023; and
- (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by Government, requiring bidders, suppliers, contractors and consultants to permit Government to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by Government.

#### 4 Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - (a) are associated with a firm which has been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
  - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;
- 4.3 A Bidder that is under a declaration of ineligibility by ZPPA in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address **specified in the BDS**.
- 4.4 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 92 of the Public Procurement Act of 2020. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it meets the provisions of Section 92 of the Public Procurement Act of 2020.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the

Procuring Entity, as the Procuring Entity shall reasonably request.

## 5 Eligible Goods and Services

- 5.1 All the Goods and Services to be supplied under the Contract and financed by Government may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.

“

“Services” means any object of procurement other than Goods , which involve the furnishing of labour, time or effort,

- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## B. Contents of Bidding Documents

### 6 Sections of Bidding Documents

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

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

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

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

- Section VI. Schedule of Requirements

#### **PART 3 Contract**

- Section VII. General Conditions of Framework Agreement (GCFA)
- Section VIII. Special Conditions of Framework Agreement (SCFA)
- Section IX. Framework Agreement Forms

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

### 7 Clarification of Bidding Documents

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

## **8 Amendment of Bidding Documents**

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

## **C. Preparation of Bids**

### **9 Cost of Bidding**

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

### **10 Language of Bid**

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

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

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

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

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in

with the information requested.

- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

### **13 Alternative Bids**

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

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

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

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

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

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

- 16.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 16.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and

continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.

- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

## 17 Documents Establishing the Qualifications of the Bidder

- 17.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:
- (a) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

## 18 Period of Validity of Bids

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as no-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

## 19 Bid Security

- 19.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, in case of One Supplier based framework agreement, if required, as **specified in the BDS**. In case of a framework agreement with multiple suppliers, the Supplier shall submit the bid security during the mini-competition process.
- 19.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Zambian Kwacha, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder. If the institution issuing the bond is located outside Zambia, it shall have a correspondent financial institution located in Zambia to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
- (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 19.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2.
- 19.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 19.1, shall be rejected by the Procuring Entity as non-responsive.
- 19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 40.

- 19.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 39;
    - (ii) furnish a Performance Security in accordance with ITB Clause 40.
- 19.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid- Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned.

## 20 Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail. In case of electronic bidding, bid submitted by the bidder using e-Procurement system and available in the e-Procurement System will be treated as the "ORIGINAL", and any print copy or snapshot taken, as seen and available in different document formats in the e-Procurement system for the purpose of reference and evaluation by the procuring entity and its assigned persons will be treated as the "COPY"
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 20.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 20.4 In case of e-Procurement all documents will be available in electronic format accepted by the system, and will be electronically signed by the authorized person on behalf of the Bidder using the technology provision available in the e-Procurement system.

## D. Submission and Opening of Bids

### 21 Submission, Sealing and Marking of Bids

- 21.1 Bidders submit their bids as **specified in the BDS**.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 20.2 and 20.3.
  - (b) Bidders submitting bids electronically shall follow the e-Procurement system bid submission procedures.
- 21.2 The inner and outer envelopes in case of mail or by hand submission shall:
- (a) Bear the name and address of the Bidder;
  - (b) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 22.1;
  - (c) bear the specific identification of this bidding process indicated in ITB Sub-Clause 1.1 and any additional identification marks as specified in the BDS; and
  - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1.

- 21.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid. For bid submissions on the e- Procurement System, no bids shall be allowed until all documents are properly signed using e- Signature as provisioned in the e-Procurement system.

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

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

## **23 Late Bids**

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

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

- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 10, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and
  - (b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 24.4 In case of e-Procurement system the Bidder has to follow the process of Withdraw, substitution or modification as provisioned in the system.

## **25 Bid Opening**

- 25.1 The Procuring Entity shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 21.1, shall be as **specified in the BDS**.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out

and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.
- 25.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

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

### **26 Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 26.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

### **27 Clarification of Bids**

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

## **28 Responsiveness of Bids**

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

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

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

## **30 Preliminary Examination of Bids**

- 30.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 30.2 The Procuring Entity shall confirm that the following documents and information

have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 19 if applicable.

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

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

### **32 Evaluation of Bids**

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

**33 Comparison of Bids**

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

**34 Post-qualification of the Bidder**

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

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

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

**F. Award of Framework Agreement**

**36 Award Criteria**

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

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

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

**38 Notification of Award of Framework Agreement**

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

**39 Signing of Framework Agreement**

- 39.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the

Agreement and the Special Conditions of Framework Agreement.

- 39.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

#### **40 Performance Security**

- 40.1 Within fourteen (14) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCFA, using for that purpose the Performance Security. In case of a framework agreement with several Suppliers, the Performance security shall be submitted by the successful supplier only after the mini- competition process within the specified days by the procuring entity before issuing call-off order. Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 19.4.
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the call-off order/Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the call-off order to the next best-evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the agreement satisfactorily.

## Section II. Bidding Data Sheet (BDS)

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

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]*

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: <i>The National Pension Scheme Authority</i>
ITB 1.1	<p>The name and identification number of the ONB are: <i>Tender for the Provision of Legal Services on Behalf of the National Pension Scheme Authority (NAPSA) Under a Three-Year Framework Agreement, Subject to Annual Review and Possible Renewal Based on Satisfactory Performance, (NAPSA/LSS/ONB/01/25).</i></p> <p>The number, identification and names of the lots comprising this ONB are: indicated under the Invitation of bids section.</p>
ITB 1.2 (a)	The term "in writing" means communicated in written form: <i>by e-mail, or through the e-Government Procurement system;</i>
ITB 1.3	<p>The object of the public framework agreement is to settle the terms governing the provision of the following services:</p> <p><i>Legal Services</i></p>
ITB 1.4	The Procuring Entity is procuring <b><i>on its own behalf from One Supplier or Multiple Suppliers.</i></b> <i>Accordingly call-off orders will be placed from the suppliers of the framework agreement.</i>
ITB 1.5	Classification of the items as per United Nations Standard Products and Services Code (UNSPSC) is: <i>78180100</i>
ITB 1.11	Place of delivery is: <b>N/A</b>

A. \_\_\_\_\_

<b>ITB 1.12</b>	INCOTERM of delivery condition shall be: <i>N/A</i>
<b>ITB 1.13</b>	<p>Service delivery shall ONLY take place following the issuance of “call-off orders” to be issued by the procuring entity during the duration of this framework agreement.</p> <p>This Framework Agreement shall have a duration of three (3) years, subject to annual review and potential renewal based on satisfactory performance. The Agreement shall take effect from a date to be advised.</p>
<b>ITB 1.14</b>	All Suppliers becoming parties of the Framework Agreement will initially sign the Draft Framework Agreement, see Section IX of Part B of this Bidding Document, and after the mini-competition, which will be held between the parties of the Framework Agreement the contract conditions which will prevail are, refer to Section VII-IX of Part 3
<b>ITB 4.3</b>	A list of firms debarred from participating in Government-financed projects is available at <a href="http://www.zppa.org.zm">http://www.zppa.org.zm</a>
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>For <b><u>Clarification of bid purposes</u></b> only, the Procuring Entity’s address is:</p> <p>Attention: <i>The Senior Procurement Manager</i></p> <p>Address: <i>NAPSA House</i></p> <p>Levy Office Park</p> <p>Corner of Church and Kabelenga Roads</p> <p><i>First Floor</i></p> <p>City: <i>Lusaka, Zambia</i></p> <p>Telephone: <i>+260 211 395000 or +260 211 395047</i></p> <p>Electronic mail address: <i>MwanaumoE@napsa.co.zm</i></p> <p><b><i>ALL clarification processes shall be carried out only through the e-Government Procurement System.</i></b></p>
	<b>C. Preparation of Bids</b>
<b>ITB 11.1 (f)</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <p>a) Written Power of Attorney (POA), clearly showing <b>both</b> the appointing authority(ies) and appointed representative’s specimen signatures, full names, and designation in the Firm. (<i>The Power of Attorney shall be from the Managing Partner or in the event of multiple partners in the Firm, one of the Partners</i>). Refer to attached template the POA on page 76.</p>

	<p>b) Letter of Bid, <b>duly signed</b> by the Bidder's authorised representative with Power of Attorney. <i>Refer to the template on page 30, having the title Bid Submission Form.</i></p> <p>c) Bid Securing Declaration, duly signed by the Bidder's authorised representative with Power of Attorney. <i>Refer to the template on page 41, having the title Form of Bid-Securing Declaration;</i></p>
<b>ITB 13.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB 14.7</b>	Prices quoted for each requirement shall correspond at least to a <i>hundred percent (100%)</i> of the items specified.
<b>ITB 18.1</b>	The bid validity period shall be <b>120</b> days from the <i>date of</i> tender opening.
<b>ITB 19.1</b>	Bid shall include a "Bid Securing Declaration" using the form included in Section IV Bidding Forms, which should be duly signed by the Bidder's authorised representative with Power of Attorney
<b>ITB 19.2</b>	The amount of the Bid Security shall be: <i>Not Applicable</i>
<b>ITB 20.1</b>	<p>In addition to the original of the bid, the number of copies is: <b>N/A</b>.</p> <p><b><i>Bidders shall submit their bid through the ZPPA e-GP System on or before Friday, 9<sup>th</sup> January, 2026 at 10:30 hours.</i></b></p> <p><b><i>Note: Documents not properly attached, illegible, and/or cannot be opened on the ZPPA e-GP System WILL render the bid non-responsive.</i></b></p>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 21.1</b>	Bidders <i>shall ONLY</i> submit their bids through the <b>e-Government Procurement system</b> .
<b>ITB 21.1 (b)</b>	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <b><i>online, through the ZPPA e-GP System.</i></b>
<b>ITB 21.2 (c)</b>	The bids shall bear the following additional identification marks: <i>Tender for the Provision of Legal Services on Behalf of the National Pension Scheme Authority (NAPSA) Under a Three-Year Framework Agreement, Subject to Annual Review and Possible Renewal Based on Satisfactory Performance, (NAPSA/LSS/ONB/01/25).</i>

ITB 22.1	<p>For <b>bid submission purposes</b> only, the Employer's address is:  Attention: <b><i>The Director General</i></b>  Address: <b><i>National Pension Scheme Authority</i></b>  <b><i>NAPSA House</i></b>  <b><i>Levy Office Park</i></b>  <b><i>Cnr Kabelenga / Church Road</i></b>  <b><i>P.O. Box 51275</i></b></p> <p>City: <b><i>Lusaka</i></b>  <b>ZAMBIA</b></p> <p><b>The deadline for bid submission</b>  Date: Friday, 9<sup>th</sup> January 2026  Time: <b><i>10:30 hours</i></b></p>
ITB 25.1	<p>The bid opening shall take place at: <b><i>Electronically, through the e-GP System</i></b></p> <p>Date: Friday, 9<sup>th</sup> January 2026  Time: <b><i>11:00 hours</i></b></p>
ITB 25.1	<p>If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: <b><i>online, as per the procedural requirements of the e-GP System.</i></b></p>
	<p><b>E. Evaluation and Comparison of Bids</b></p>
ITB 32.5	<p>Bidders <i>shall</i> be allowed to quote separate prices for one or more lots.</p>
	<p><b>F. Award of Framework Agreement</b></p>



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

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

#### **Contents**

1. Evaluation Criteria
2. Multiple Contracts
3. Post-qualification Requirements

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

The Procuring Entity's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub- Clause 32.3(d) and in BDS referring to ITB 32.3(d), using the following criteria and methodologies.

### (i) Preliminary Examination

- a. Written Power of Attorney (POA), clearly showing **both** the appointing authority(ies) and appointed representative's specimen signatures, full names, and designation in the company. (**The Power of Attorney shall be from a Managing Partner or one of the partners**). *Refer to the template of the POA on page 74.*
- b. Letter of Bid Form, duly signed by the Bidder's authorised representative with Power of Attorney. *Refer to the template on page 30, having the title Bid Submission Form.*
- c. Bid Securing Declaration, duly signed by the Bidder's authorised representative with Power of Attorney. *Refer to the template on page 41, having the title Form of Bid-Securing Declaration.*
- d. **Valid NAPSA Compliance Certificate. (Certificate must be valid at the time of bid submission).**
- e. **Valid Tax Clearance Certificate from the Zambia Revenue Authority (ZRA) (Certificate must be valid at the time of bid submission).**
- f. Certificate of Registration from the Patents and Companies Registration Agency (PACRA) (Certificate must be valid at the time of bid submission).
- g. Bidders must include a copy of a full PACRA printout showing the Partnership structure. Please note that this tender is reserved for **Citizen and Local Bidders**. *However, Local Bidders **SHALL** be required to partner with Citizen Bidders. Also, note that the PACRA Printout should come from PACRA and Annual Returns or any other document authored or populated by the Bidder will not be accepted.*
- h. Declaration of Conflict of Interest.
- i. Local Bidders must submit the name of the Citizen Bidder they intend to partner with if awarded the contract. Bidder must submit the documentation on the partnership arrangements between the local bidder and citizen supplier or bidder, and any other documentation stated in the solicitation document, such as the Citizen Bidder's PACRA Printout, valid 2025 ZRA Tax Compliance Certificate, valid 2025 NAPSA Compliance Certificate, pursuant to Regulation 75 sub-regulation 5 of the Public Procurement Regulations Statutory Instrument No.30 of 2022.
- j. Joint Venture Agreement. Where a bid is submitted as a Joint Venture, all the parties to the Joint Venture should sign the JV agreement. Further, all parties participating in a JV will be required to submit (attach); a Certificate of Incorporation or Registration, valid 2025 Tax Clearance Certificate, and a valid 2025 NAPSA Compliance Certificate. All partners to a JV must submit their registration, statutory and litigation documents to be considered compliant. Only Joint Venture Agreements will be considered for this

requirement. Letters of Association will not be considered. Regarding the submission of legal documents, if a Joint Venture Agreement entered into with a Foreign Bidder, the Foreign Bidder **must** submit notarised documents. (Furthermore, it would be advisable that JVs undertaken with a Foreign Bidder have the Citizen or Local Bidder given the Power of Attorney).

***NB: The Best Evaluated Bidder will be required to furnish the Authority with a Litigation Status that should be authored by the Managing Partner or one of the partners of the bidder. The Litigation Status should provide the following details:***

***1. State if the bidder has pending litigation in any courts or tribunals.***

***2. If so, they should list all such matters.***

**ii) Technical Evaluation – Lot 1 (Corporate Advisory)**

- a. The Bidder **must** provide a Company Profile setting out relevant experience and institutional capacity. The Bidder should have been in existence for at least three (3) years and have a minimum of two (2) partners, two (2) associates, and two (2) support staff.
- b. The Bidder must provide details and magnitude of similar matters (relevant to Lot) handled in the last years (5) years.
- c. Two (2) reference letters for similar services from reputable institutions.
- d. A team dedicated to the Procuring Entity's instructions, consisting of at least one (1) partner, one (1) associate and two (2) support staff, where necessary. To comply with this requirement, the bidder **must submit a signed statement of adherence** confirming their commitment to providing a team that meets this structure.
- e. Competence of key staff dedicated to instructions: The bidder must submit documents as follows:
  - i. **Partner**  
Minimum of 8 years of post-qualification experience  
Curriculum Vitae  
Valid Practicing Certificate  
LLB Degree
  - ii. **Associate**  
Minimum of 3 years post-qualification experience  
Curriculum Vitae  
Valid Practicing Certificate  
LLB Degree

**iii) Technical Evaluation – Lot 2 (Transactional Support)**

- a. The Bidder **must** provide a Company Profile setting out relevant experience and institutional capacity. The Bidder should have been in existence for at least three (3) years and have a minimum of two (2) partners, two (2) associates, and two (2) support staff.
  - b. The Bidder must provide details and magnitude of similar matters (relevant to Lot) handled in the last five (5) years.
  - c. Two (2) reference letters for similar services from reputable institutions.
  - d. A team dedicated to the Procuring Entity's instructions, consisting of at least one (1) partner, one (1) associate and two (2) support staff, where necessary. To comply with this requirement, the bidder **must submit a signed statement of adherence** confirming their commitment to providing a team that meets this structure.
  - e. Competence of key staff dedicated to instructions: The bidder must submit documents as follows:
    - i. **Partner**  
Minimum of 10 years of post-qualification experience  
Curriculum Vitae  
Valid Practicing Certificate  
LLB Degree
    - ii. **Associate**  
Minimum of 5 years post-qualification experience  
Curriculum Vitae  
Valid Practicing Certificate  
LLB Degree
- iii) Technical Evaluation – Lot 3 (Litigation)**
- a. The Bidder **must** provide a Company Profile setting out relevant experience and institutional capacity. The Bidder should have been in existence for at least three (3) years and have a minimum of two (2) partners, two (2) associates, and two (2) support staff.
  - b. The Bidder must provide details and magnitude of similar matters (relevant to Lot) handled in the last five (5) years.
  - c. Two (2) reference letters for similar services from reputable institutions.
  - d. A team dedicated to the Procuring Entities instructions, consisting of at least one (1) partner, one (1) associate and two (2) support staff, where necessary. To comply with this requirement, the bidder **must submit a signed statement of adherence** confirming their commitment to providing a team that meets this structure.

- e. Competence of key staff dedicated to instructions; The bidder must submit documents as follows:
    - i. **Partner**
      - Minimum of 10 years of post-qualification experience
      - Curriculum Vitae
      - Valid Practicing Certificate
      - LLB Degree
    - ii. **Associate**
      - Minimum of 3 years post-qualification experience
      - Curriculum Vitae
      - Valid Practicing Certificate
      - LLB Degree
- iv) **Technical Evaluation – Lot 4 (Alternative Dispute Resolution)**
- a. The Bidder **must** provide a Company Profile setting out relevant experience and institutional capacity. The Bidder should have been in existence for at least three (3) years and have a minimum of two (2) partners, two (2) associates, and two (2) support staff.
  - b. The Bidder must provide details and magnitude of similar matters (relevant to Lot) handled in the last five (5) years.
  - c. Two (2) reference letters for similar services from reputable institutions.
  - d. A team dedicated to the Procuring Entity's instructions, consisting of at least one (1) partner, one (1) associate and two (2) support staff, where necessary. To comply with this requirement, the bidder **must submit a signed statement of adherence** confirming their commitment to providing a team that meets this structure.
  - e. Competence of key staff dedicated to instructions as follows; The bidder must submit documents as follows:
    - i. **Partner**
      - Minimum of 10 years of post-qualification experience
      - Curriculum Vitae
      - Valid Practicing Certificate
      - LLB Degree
    - ii. **Associate**
      - Minimum of 5 years post-qualification experience
      - Curriculum Vitae
      - Valid Practicing Certificate
      - LLB Degree
- v) **Technical Evaluation – Lot 5 (Conveyancing)**

- a. The Bidder **must** provide a Company Profile setting out relevant experience and institutional capacity. The Bidder should have been in existence for at least three (3) years and have a minimum of two (2) partners, two (2) associates, and two (2) support staff.
- b. The Bidder must provide details and magnitude of similar matters (relevant to Lot) handled in the last five (5) years.
- c. Two (2) reference letters for similar services from reputable institutions.
- d. A team dedicated to Authority instructions, consisting of at least one (1) partner, one (1) associate and two (2) support staff, where necessary. To comply with this requirement, the bidder **must submit a signed statement of adherence** confirming their commitment to providing a team that meets this structure.
- e. Competence of key staff dedicated to the Procuring Entity's instructions as follows:
  - i. **Partner**  
Minimum of 7 years of post-qualification experience  
Curriculum Vitae  
Valid Practicing Certificate  
LLB Degree
  - ii. **Associate**  
Minimum of 3 years post-qualification experience  
Curriculum Vitae  
Valid Practicing Certificate  
LLB Degree

**Two (2) Support Staff**  
Curriculum Vitae  
Related qualification

**vi) Commercial and Financial Evaluation**

The quotation should clearly indicate the following:

- a) Payment terms: 30 days credit period from date of service delivery and submission of a valid invoice. Payment terms - The Authority shall adhere to a thirty (30) day credit period for all approved invoices submitted by the appointed Firms. Payment shall be made within 30 calendar days from the date of receipt of a valid and complete invoice, subject to verification and approval of services rendered. Invoices must be itemized and accompanied by supporting documentation, including time logs, task descriptions, and applicable VAT and disbursement details. Delays in payment due to incomplete

or disputed invoices shall be communicated within ten (10) days of receipt.

b) The submitted Bid should be valid for 120 days from the date of tender closing.

**c) Billing**

i. *Hourly rates or fixed fees - To ensure transparency and consistency in billing, law firms shall submit a detailed hourly fee or fixed fee structure as part of their financial proposal as per **table below**.*

ii. *The following provisions shall apply:*

a. *All rates should be exclusive of taxes and disbursements.*

b. *Any discounts or volume-based pricing should be clearly indicated.*

c. *The proposed hourly rates or fixed fees shall remain valid for the duration of the framework agreement and may only be revised upon renewal or with prior written approval by the Authority.*

d. *Budget Alignment - The Authority reserves the right to negotiate hourly rates or fixed fees to align with its internal budgetary provisions.*

<b>Service Category</b>	<b>Main Activity</b>	<b>A practitioner of less than five years standing and experience or legal executive</b>	<b>A practitioner of more than five but of not more than ten years standing and experience</b>	<b>A practitioner of more than ten but of not more than fifteen years standing and experience</b>	<b>A practitioner of fifteen or more years standing and experience</b>	<b>State Counsel</b>	<b>Remarks (if any)</b>
<b>CORPORATE ADVISORY</b>							
<i>Advisory on Statutory Mandate, interpretation and Compliance with respect to institution's enabling Act, subsidiary legislation, and obligations under related statutes (e.g., Public Finance Management Act, Public Procurement Act, Anti-Corruption Act)</i>							
<i>Corporate Governance and Board Support</i>							
<i>Drafting and Review of Internal Policies and Institutional Frameworks</i>							
<i>Legal advisory on Public-Private Partnerships (PPP)</i>							
<i>Regulatory and Compliance Advisory (e.g. labor law, taxation, environmental, data protection, and public procurement requirements)</i>							
<i>Advising on property disputes or encumbrances, tortious or contractual liability</i>							
<b>TRANSACTIONAL SUPPORT</b>							
<i>Legal due diligence for investments and acquisitions</i>							
<i>Review of financing and security documents</i>							

<i>Drafting and negotiation of transaction agreements</i>							
<i>Regulatory compliance review (e.g., competition, securities)</i>							
<i>Transaction structuring and risk allocation advice</i>							
<i>Perfection of Security</i>							
<i>Closing and Post Closure Support (e.g. assistance with satisfaction of conditions precedent and conditions subsequent)</i>							
<b>LITIGATION</b>							
<i>Legal research and case assessment</i>							
<i>Drafting pleadings, affidavits, and submissions</i>							
<i>Court appearances</i>							
<i>Pre-trial preparations and discovery</i>							
<i>Negotiation and settlement discussions</i>							
<i>Legal Advisory in respect of judgments/orders</i>							
<i>Enforcement of judgments and court orders</i>							
<i>Preparing record of appeal and related documents</i>							
<i>Attending to preliminary/interim applications</i>							
<b>ALTERNATIVE DISPUTE RESOLUTION</b>							
<i>Arbitration case analysis and strategy</i>							
<i>Drafting statements of claim/defence in arbitration</i>							
<i>Representation during mediation/arbitration sessions</i>							

<i>Attending to Interim Applications</i>							
<i>Settlement drafting</i>							
<i>Legal Advisory in respect of Final Award</i>							
<i>Enforcement of Final Award</i>							

<b>CONVEYANCING</b>	<i>Less than 100 properties</i>	<i>Btwn 100-200 properties</i>	<i>200-500 properties</i>	<i>501-1000 properties</i>	<i>Above 1000 properties</i>	<i>Remarks (if any)</i>
<i>Procurement of Title Deeds</i>						
<i>Title searches and due diligence</i>						
<i>Separation of Titles</i>						
<i>Drafting and reviewing sale/purchase agreements</i>						
<i>Preparation and registration of transfer documents</i>						

## **2. Multiple Contracts (ITB 32.5)**

The Procuring Entity shall award multiple contracts to the Bidder that offers the best-evaluated combination of bids (one contract per bid) and meets the post-qualification criteria.

## **3. Comparison of Bids (ITB 33.1)**

The CEEC Reservation Scheme will not apply for this tender since this tender is being undertaken using Limited Bidding (LB), as specified in the Public Procurement Act No. 8 of 2020, the Public Procurement Act (Amendment) No. 17 of 2023 and Public Procurement Regulations Statutory Instrument No. 30 of 2022. The implications of using this procurement method is that the tender is only open to the Citizen and Local Bidders.

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

After determining the best-evaluated bid in accordance with ITB Sub-Clause 33.1, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with ITB Clause 34, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

### **(a) Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the experience requirement(s) in line with the evaluation criteria: *The Bidder's previous clients shall be contacted for the verification of the quality of the services rendered, the execution period and the duration of the contract. The capacity/performance of the BEB during previous contracts executed (physical inspection of historical projects will be undertaken to ascertain the quality of the works that were undertaken).*

### **(b) The availability, qualifications, and experience of the proposed key staff**



## Section IV. Bidding Forms

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**Bidder Information Form**

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

Date: *[insert date (as day, month and year) of Bid Submission]* ONB No.: *[insert number of bidding process]*

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

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

## Joint Venture Partner Information Form

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

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

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

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

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

## **Bid Submission Form – One Supplier and/or All Terms Established (without mini-competition)**

### **Section A. Bid Form**

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

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

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

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

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

To: ***[insert name and address of Procuring Entity]***, (hereinafter “the Procuring Entity”) Title of Procurement: ***[insert Title]***

In response to your letter of invitation to tender for the above framework agreement, we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the bidding document No. ***[insert procurement number]***. We hereby accept its provisions in their entirety, without reservation or restriction.

2. We offer to deliver, in accordance with the terms of the bidding document and the conditions and time limits laid down, without reserve or restriction:

*[If the object of procurement is not divided in  
lots]*

***[insert the description of the supplies]***

*[If the object of the procurement is divided in lots]<sup>1</sup>:*

Lot no ***[insert Lot number]: [insert the description of the supplies]***

Lot no ***[insert Lot number]: [insert the description of the supplies]...***

3. Total tender price is:

*[If the object of contract is not divided in lots]*

**Tender price in figures: *[insert tender price in figures with currency]***

**And in words *[insert tender price in words with currency]***

*[If the object of the contract is divided in lots]<sup>2</sup>:*

Lot no ***[insert Lot number]: [insert the tender price per lot, in figures and in words]***

Lot no ***[insert Lot number]: [insert the tender price per lot, in figures and in words.] ...***

4. This Bid is valid for a period of ***[insert number of days]*** from the final date for submission of Bids.

---

1 Not applicable if object of the contract is not divided in lot(s).

2 Not applicable if object of the contract is not divided in lot(s).

5. *[If our Bid is accepted, we undertake to provide, as required, a performance guarantee prior to the signing of the contract of **[insert amount or percentage of guarantee].**]*

6. The Bidder [and our subcontractors] has/have the following nationality: **[insert nationality]**.

7. We are making this application, for this bid **[insert Lot number, if applicable]**, in our own right led by ourselves. We confirm that we are not bidding for the same procurement in any other form.

*[In case of a JVC]*

***[We are making this application, for this bid [insert Lot number, if applicable] as partner in the JVC led by [insert name of the leader]. We confirm that we are not bidding for the same contract in any other form. We confirm, as a partner in the JVC, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].***

8. We will inform the Procuring Entity immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Zambia.

9. We note that the Procuring Entity is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract and that it will incur no liability towards us should it do so.

#### **SUBMITTED BY**

<b>BIDDER IDENTIFICATION</b>	
<b>COMPANY NAME</b>	
<b>FULL ADDRESS</b>	
<b>REPRESENTED BY:</b>	
<b>NAME</b>	
<b>POSITION</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	
<b>STAMP</b>	

**[In case of Group of Suppliers:]**

	<b>Name(s)</b>	<b>Address-residency</b>
<b>LEADER 1*</b>		
<b>ETC. ... *</b>		

- add/delete additional lines for partners as appropriate. *Note that a subcontractor is not considered to be a partner for the purposes of this tender procedure.*

**Name and surname name of the person duly authorised to sign the bid on behalf of the JVC: *[insert name and surname]***

**Signature: *[signature of the authorised person]***

**Place and date: *[insert place and date]***

**Stamp of the Leader: \_\_\_\_\_**

**In case of e-Procurement, the form shall be electronically signed.**



---

					<b>Total Price: Goods</b>	

**Price and Completion Schedule - Related Services**

						Date: _____
						ONB No: _____
						Alternative No: _____
						Page N <sup>o</sup> _____ of _____
1	2	3	4	5	6	7
Service N <sup>o</sup>	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5 x 6 or estimate)
<i>[insert numbe r of the servic e]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Price: Related Services</b>						

**Name of Bidder:** *[insert complete name of Bidder].* **Signature of Bidder:** *[signature of person signing the Bid]*

**Date:** *[insert date]*

**Bid Submission Form – Multiple Suppliers and/or Not All Terms Established (with mini-competition)****Section C. Bid Form**

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

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

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

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

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

To: ***[insert name and address of Procuring Entity]***, (hereinafter “the Procuring Entity”) Title of Procurement: ***[insert Title]***

In response to your letter of invitation to tender for the above framework agreement, we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the bidding document No. ***[insert procurement number]***. We hereby accept its provisions in their entirety, without reservation or restriction.

2. We agree to become one of the parties of the public framework contract and to submit an offer whenever requested by the Procuring Entity in accordance with the terms of the and the conditions laid down, without reserve or restriction:

*[If the object of procurement is not divided  
in lots]*

***[insert the description of the supplies]***

[If the object of the procurement is divided in lots]<sup>3</sup>:

Lot no ***[insert Lot number]: [insert the description of the supplies]***

Lot no ***[insert Lot number]: [insert the description of the supplies]...***

3. This Bid is valid for a period of ***[insert number of days]*** from the final date for submission of Bids.

4. The Bidder [and our subcontractors] has/have the following nationality: ***[insert nationality]***.

5. We are making this application, for this bid ***[insert Lot number, if applicable]***, in our own right led by ourselves. We confirm that we are not bidding for the same procurement in any other form.

*[In case of a JVC]*

***[We are making this application, for this bid [insert Lot number, if applicable] as partner in the JVC led by [insert name of the leader]. We confirm that we are not bidding for the same procurement in any other form. We confirm, as a partner in***

***the JVC, that all partners are jointly and severally liable by law for the performance of the framework agreement, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each partner, that the performance of the contract,***

---

<sup>3</sup> Not applicable if object of the contract is not divided in lot(s).

---

***including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].***

6. We will inform the Procuring Entity immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Zambia.

7. We note that the Procuring Entity is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract and that it will incur no liability towards us should it do so.

#### **SUBMITTED BY**

<b>BIDDER IDENTIFICATION</b>	
<b>COMPANY NAME</b>	
<b>FULL ADDRESS</b>	
<b>REPRESENTED BY:</b>	
<b>NAME</b>	
<b>POSITION</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	
<b>STAMP</b>	

**[In case of Group of Suppliers:]**

	<b>Name(s)</b>	<b>Address-residency</b>
<b>LEADER 1*</b>		
<b>ETC. ... *</b>		

- Add/delete additional lines for partners as appropriate. *Note that a subcontractor is not considered to be a partner for the purposes of this tender procedure.*

**Name and surname of the person duly authorised to sign the bid on behalf of the JVC: [insert name and surname]  
Signature: [signature of the authorised person]  
Place and date: [insert place and date]**

---

**Stamp of the Leader: \_\_\_\_\_**

**In case of e-Procurement, the form shall be electronically signed.**

**Bid Security (Bank Guarantee)**

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

*[insert Bank's Name, and Address of Issuing Branch or*

*Office] Beneficiary: [insert name and address of Procuring*

*Entity] Date: [insert date]*

**BID GUARANTEE No.:** *[insert bid Guarantee number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract/ framework agreement?]*.

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

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in Zambian Kwacha], [insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity as stated in the Bid Submission Form or extended by the Employer at any time prior to expiration of this period, (i) fails or refuses to execute the Contract, if required, or  
(ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

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

*[Signature(s) of authorized bank's representative(s)]*

A. \_\_\_\_\_



**Bid Security (Bid Bond)**

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

BOND NO. *[insert bond number]*

BY THIS BOND *[insert name of Bidder]* as Principal (hereinafter called "the Principal"), and *[insert name, legal title, and address of surety]*, **authorized to transact business in** *[insert name of country of Procuring Entity]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Procuring Entity]* as Obligee (hereinafter called "the Procuring Entity") in the sum of *[insert amount of Bond expressed in Zambian Kwacha]* *[insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the supply of *[insert name and/or description of goods]* (hereinafter called the "Bid").

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

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

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid. Any demand in respect of this Bond should reach the Surety not later than the above date.

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

Principal (s): *[name(s) of authorized representative(s) of the Surety]* Surety: *[Name of Surety]*

Corporate Seal (where appropriate)

\_\_\_\_\_

\_\_\_\_\_

*(Signature)*

*(Signature)*

\_\_\_\_\_

\_\_\_\_\_

*(Printed name and title)*

*(Printed name and title)*

**Bid-Securing Declaration**

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

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

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

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

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

We, the undersigned, declare that:

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

2. We accept that we shall be liable to suspension from participating in public procurement in accordance with section 95 and 96 of the Public Procurement Act No. 8 of 2020, if we are in breach of our obligation(s) under the bid conditions because we-

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity -

(i) fail or refuse to execute the Contract, if required; or

(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders..

3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, on the earlier of –

(a) our receipt of a copy of your notification of the name of the successful Bidder; or

(b) twenty-eight days after the expiration of our Bid.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name: *[insert complete name of person signing the Bid Securing Declaration]*

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

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

---

## Section V. Eligible Countries

### Eligibility for the Provision of Goods and Services in Zambia

1. In accordance with Section 89 of the Public Procurement Act No. 8 of 2020, as amended by Section 28 of the Public Procurement Act (Amendment) No. 17 of 2023 and Clause 223 of the Public Procurement Regulations of 2022, the Government permits firms and individuals from all countries to offer Goods and Services for Government-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

G.

A.

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**PART 2 – Supply Requirements**

A. \_\_\_\_\_

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## Section VI. Schedule of Requirements

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## **1. Notes for Preparing the Schedule of Requirements**

The Schedule of Requirements shall be included in the bidding documents by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule but no brand preference to brand names will be made in line with Regulation 33 of the PPR.

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



A. \_\_\_\_\_

**2. List of Related Services and Completion Schedule**

*[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates]*

Service No	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>I. [insert Service No]</i>	<i>I. [insert description of Related Services]</i>	<i>I. [insert quantity of items to be supplied]</i>	<i>X. [insert physical unit for the items]</i>	<i>X. [insert name of the Place]</i>	<i>I. [insert required Completion Date(s)]</i>

1. If applicable

### 3. Technical Specifications/Terms of Reference



***TERMS OF REFERENCE FOR THE PROVISION OF LEGAL SERVICES ON BEHALF OF THE NATIONAL PENSION SCHEME AUTHORITY (NAPSA) UNDER A THREE-YEAR FRAMEWORK AGREEMENT, SUBJECT TO ANNUAL REVIEW AND POSSIBLE RENEWAL BASED ON SATISFACTORY PERFORMANCE, (NAPSA/LSS/ONB/01/25).***

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#### 1.0 INTRODUCTION

- 1.1 The National Pension Scheme Authority (“the Authority”) is a statutory body established under the National Pension Scheme Act No. 40 of 1996, with the mandate of providing income security through retirement, invalidity and survivor benefits.
- 1.2 As part of its operations, the Authority requires legal services to handle various legal matters including but not limited to litigation, alternative dispute resolution, corporate advisory, transactional support and conveyancing. While the Directorate of Legal and Secretarial Services provides internal legal support to the various directorates within the institution, the Directorate also outsources legal work to external law firms to provide additional expertise and capacity to manage its legal affairs effectively.
- 1.3 Until July 2025, law firms were precluded from participating in tenders for legal services pursuant to Section 51 of the Legal Practitioners Act, Chapter 30 of the Laws of Zambia (“the LPA”). As such, Management would select law firms through a non-tender process, where firms were selected based on their experience, specialisation, capacity and other relevant factors, to form a panel of external counsel, from which the Authority would appoint firms to handle specific legal matters.
- 1.4 The LPA has since been amended by Statutory Instrument No. 50 of 2025, i.e. the Legal Practitioners’ Practice (Amendment) Rules, 2025 (“the Amendment Rules”) which came into effect on 11<sup>th</sup> July 2025. Specifically, Rule 16 of the Amendment Rules states:

*“A practitioner may respond to public or private tenders, for legal professional business.”*

- 1.5 Pursuant to this legislation, the Authority now has a responsibility to procure legal services through a tender process in compliance with the provisions of the Public Procurement Act No. 8 of 2020 and its Regulations.
- 1.6 Accordingly, the Authority seeks to initiate a tender process to establish a panel of law firms that will provide legal services to the Authority under a framework agreement for a period of one (1) year.
- 1.7 The outsourced legal services shall be facilitated by way of the framework agreement while specific instructions, and the obligations relating to such instructions, shall be set out in Letters of Engagement which will be executed with the appropriate law firms as and when specific instructions are issued.

## **2.0 PROPOSED SCOPE OF SERVICES**

2.1 The scope of services will include but not be limited to the following:

- 2.1.1 Corporate advisory
- 2.1.2 Transactional support
- 2.1.3 Litigation
- 2.1.4 Alternative Dispute Resolution
- 2.1.5 Conveyancing

## **3.0 PROPOSED TENDER SPECIFICATIONS**

3.1 *Preliminary Examination:*

- i. Power of Attorney from Managing Partner or one of the partners
- ii. Bid Form, duly signed by the Managing Partner of the Firm.
- iii. Bid Securing Declaration, duly signed by the Managing Partner of the Firm.
- iv. Bid Validity of 120 days from tender closing date.
- v. PACRA Registration of Business Name.
- vi. Valid 2025 NAPSA Compliance Certificate.
- vii. Valid 2025 Tax Clearance Certificate.
- viii. Declaration of Conflict of Interest.

3.2 *Technical Evaluation*

- i. Company Profile setting out relevant experience of the Firm and institutional capacity. Firm should have been in existence for at least three (3) years and have a minimum of two (2) partners, two (2) associates, and two (2) support staff.
- ii. Details and magnitude of similar matters (relevant to Lot) handled in the last years (5) years.
- iii. Two (2) reference letters for similar services from reputable institutions.

- iv. A team dedicated to Authority instructions, consisting of at least one (1) partner, one (1) associate and two (2) support staff, where necessary.
- v. Competence of key staff dedicated to Authority instructions per Lot:

### **LOT 1 – CORPORATE ADVISORY**

#### **Partner**

Minimum of 8 years of post-qualification experience

Curriculum Vitae

Valid Practicing Certificate

LLB Degree

#### **Associate**

Minimum of 3 years post-qualification experience

Curriculum Vitae

Valid Practicing Certificate

LLB Degree

### **LOT 2 – TRANSACTIONAL SUPPORT**

#### **Partner**

Minimum of 10 years of post-qualification experience

Curriculum Vitae

Valid Practicing Certificate

LLB Degree

#### **Associate**

Minimum of 5 years post-qualification experience

Curriculum Vitae

Valid Practicing Certificate

LLB Degree

### **LOT 3 – LITIGATION**

#### **Partner**

Minimum of 10 years of post-qualification experience

Curriculum Vitae

Valid Practicing Certificate

LLB Degree

#### **Associate**

Minimum of 3 years post-qualification experience

Curriculum Vitae

Valid Practicing Certificate  
LLB Degree

#### **LOT 4 – ALTERNATIVE DISPUTE RESOLUTION**

##### **Partner**

Minimum of 10 years of post-qualification experience  
Curriculum Vitae  
Valid Practicing Certificate  
LLB Degree

##### **Associate**

Minimum of 5 years post-qualification experience  
Curriculum Vitae  
Valid Practicing Certificate  
LLB Degree

#### **LOT 5 – CONVEYANCING**

##### **Partner**

Minimum of 7 years of post-qualification experience  
Curriculum Vitae  
Valid Practicing Certificate  
LLB Degree

##### **Associate**

Minimum of 3 years post-qualification experience  
Curriculum Vitae  
Valid Practicing Certificate  
LLB Degree

##### **Two (2) Support Staff**

Curriculum Vitae  
Related qualification

(Attach academic and professional certificates with CVs duly signed by the proposed personnel and counter signed by the Managing Partner)

### **3.3 Commercial and Financial Evaluation**

- a. Payment terms - The Authority shall adhere to a thirty (30) day credit period for all approved invoices submitted by the appointed Firms. Payment shall be made within 30 calendar days from the date of receipt of a valid and complete invoice, subject to verification and approval of services rendered. Invoices must be itemized and

accompanied by supporting documentation, including time logs, task descriptions, and applicable VAT and disbursement details. Delays in payment due to incomplete or disputed invoices shall be communicated within ten (10) days of receipt.

b. Billing

i. *Hourly rates - To ensure transparency and consistency in billing, law firms shall submit a detailed hourly fee structure as part of their financial proposal.*

ii. *The following provisions shall apply:*

- a. *All rates should be exclusive of taxes and disbursements.*
- b. *Any discounts or volume-based pricing should be clearly indicated.*
- c. *The proposed hourly rates shall remain valid for the duration of the framework agreement and may only be revised upon renewal or with prior written approval by the Authority.*
- d. *Budget Alignment - The Authority reserves the right to negotiate hourly rates or fixed fees to align with its internal budgetary provisions.*

<b>Service Category</b>	<b>Main Activity</b>	<b>A practitioner of less than five years standing and experience or legal executive</b>	<b>A practitioner of more than five but of not more than ten years standing and experience</b>	<b>A practitioner of more than ten but of not more than fifteen years standing and experience</b>	<b>A practitioner of fifteen or more years standing and experience</b>	<b>State Counsel</b>	<b>Remarks (if any)</b>
<b>CORPORATE ADVISORY</b>							
<i>Advisory on Statutory Mandate, interpretation and Compliance with respect to institution's enabling Act, subsidiary legislation, and obligations under related statutes (e.g., Public Finance Management Act, Public Procurement Act, Anti-Corruption Act)</i>							
<i>Corporate Governance and Board Support</i>							
<i>Drafting and Review of Internal Policies and Institutional Frameworks</i>							
<i>Legal advisory on Public-Private Partnerships (PPP)</i>							
<i>Regulatory and Compliance Advisory (e.g. labor law, taxation, environmental, data protection, and public procurement requirements)</i>							
<i>Advising on property disputes or encumbrances, tortious or contractual liability</i>							
<b>TRANSACTIONAL SUPPORT</b>							
<i>Legal due diligence for investments and acquisitions</i>							
<i>Review of financing and security documents</i>							

<i>Drafting and negotiation of transaction agreements</i>							
<i>Regulatory compliance review (e.g., competition, securities)</i>							
<i>Transaction structuring and risk allocation advice</i>							
<i>Perfection of Security</i>							
<i>Closing and Post Closure Support (e.g. assistance with satisfaction of conditions precedent and conditions subsequent)</i>							
<b>LITIGATION</b>							
<i>Legal research and case assessment</i>							
<i>Drafting pleadings, affidavits, and submissions</i>							
<i>Court appearances</i>							
<i>Pre-trial preparations and discovery</i>							
<i>Negotiation and settlement discussions</i>							
<i>Legal Advisory in respect of judgments/orders</i>							
<i>Enforcement of judgments and court orders</i>							
<i>Preparing record of appeal and related documents</i>							
<i>Attending to preliminary/interim applications</i>							
<b>ALTERNATIVE DISPUTE RESOLUTION</b>							
<i>Arbitration case analysis and strategy</i>							
<i>Drafting statements of claim/defence in arbitration</i>							
<i>Representation during mediation/arbitration sessions</i>							

<i>Attending to Interim Applications</i>							
<i>Settlement drafting</i>							
<i>Legal Advisory in respect of Final Award</i>							
<i>Enforcement of Final Award</i>							

<b>CONVEYANCING</b>	<i>Less than 100 properties</i>	<i>Btwn 100-200 properties</i>	<i>200-500 properties</i>	<i>501-1000 properties</i>	<i>Above 1000 properties</i>	<i>Remarks (if any)</i>
<i>Procurement of Title Deeds</i>						
<i>Title searches and due diligence</i>						
<i>Separation of Titles</i>						
<i>Drafting and reviewing sale/purchase agreements</i>						
<i>Preparation and registration of transfer documents</i>						



#### 4. Drawings

These Bidding Documents include *[insert “the following” or “no”]* drawings.

*[If drawings shall be included, insert the following List of Drawings]*

<b>List of Drawings</b>		
<b>Drawing No.</b>	<b>Drawing Name</b>	<b>Purpose</b>

## 5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

<b>List of Inspections and Tests</b>			
<b>Line No</b>	<b>Item</b>	<b>Brief Description of Item</b>	<b>Inspection and/or Test</b>

**6. List of Procuring Entities under the Framework Agreement<sup>4</sup>**

Procuring Entities entitled to **[place order]** **[re-open mini-competition]** under the terms of the Framework Agreement are the following:

<b>No.</b>	<b>Name and address of the Procuring Entities</b>

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<sup>4</sup> Not applicable when the Procuring Entity is not purchasing on behalf of other

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**Procuring Entities**

**PART 3 - Contract**

A. \_\_\_\_\_

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**Section VII. General Conditions of Framework Agreement**

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## Section VII. General Conditions of Framework Agreement (GCFA)

### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Agreement" means the Framework Agreement entered into between the Procuring Entity and the Supplier, together with the Agreement Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (b) "Agreement Documents" means the documents listed in the Framework Agreement, including any amendments thereto.
  - (c) "Call-off order" refers to a contractual commitment to purchase a particular volume or value of goods or services under the terms of the Framework Agreement. These contracts are normally formed through the placing of a specific purchase order for a quantity of goods or services following the terms set out in the Framework Agreement, under which the call off is made.
  - (d) "Completion" means the fulfillment of the Goods or Services by the Supplier in accordance with the terms and conditions set forth in the Agreement.
  - (e) "Day" means Working day.
  - (f) "Framework Agreement" refers to the contractual arrangement, which establishes a framework of terms, which will apply to subsequent orders made by the procuring entities for the goods and services or covered by the framework over the period of time during which it is in force
  - (g) "Framework Agreement Price" means the price agreed by Procuring Entity and Supplier payable to the Supplier as specified in the Framework Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Agreement if a mini-competition is not held for the call-off orders. Framework Agreement Price may vary in case of call-off orders made through mini-competition.
  - (h) "GCFA" means the General Conditions of Framework Agreement.
  - (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Agreement.
  - (j) "Government" means the Government of the Republic of Zambia or any other Government agency duly mandated to carry out specialized functions of Government.
  - (k) "Procuring Entity" means the entity purchasing the Goods and Related Services on its own behalf or on behalf of the other Procuring Entities, as specified in the SCFA.
  - (l) "Mini-competition" is process of selecting supplier or suppliers, in case of framework agreement with multiple suppliers, through a secondary competition among the suppliers for issuing "Call of Order". Mini-competition is conducted through simple quotation method or reverse auction or any other competitive method defined by the procuring entity. Mini-competitions are conducted, where not all the terms are laid down in the Framework

Agreement, price rates among the Suppliers in panel varies much, or market price is fluctuated significantly, when the Suppliers are again in competition on the basis of the same and, if necessary, more precisely formulated terms, and, where appropriate, other terms referred to in the specifications of the Framework Agreement.

- (m) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Agreement.
- (n) “SCFA” means the Special Conditions of Framework Agreement.
- (o) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (p) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Agreement has been accepted by the Procuring Entity and is named as such in the Framework Agreement.
- (q) “The Project Site,” where applicable, means the place named in the SCFA.
- (r) the term “Contract Manager” refers to the officer, body or institution appointed under Section 76 of the Public Procurement Act of 2020.
- (s) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, communication through e-Procurement system, whichever indicated in the Special Condition of Framework Agreement (SCFA) with proof of receipt;
- (t) “ZPPA” refers to the Zambia Public Procurement Authority.

## **2 Framework Agreement Documents**

- 2.1 Subject to the order of precedence set forth in the Framework Agreement, all documents forming the Agreement (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Framework Agreement shall be read as a whole.

## **3 Fraud and Corruption**

- 3.1 Government requires that Procuring Entities (including beneficiaries of funds), as well as Bidders, Suppliers, Contractors, and Consultants under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements. In pursuit of this policy, Government:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
    - (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive

- levels; and;
- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - (b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government-financed contract; and
  - (c) will have the right to require that Suppliers to permit Government to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by Government.

#### **4 Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Framework Agreement:

The Framework Agreement constitutes the entire agreement between the Procuring Entity and the Supplier or Suppliers and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Framework Agreement.

4.3 Amendment:

No amendment or other variation of the Framework Agreement shall be valid unless it is in writing, is dated, expressly refers to the Framework Agreement, and is signed by a duly authorized representative of each party thereto.

4.4 Nonwaiver:

- (a) Subject to GCFA Sub-Clause 4.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Framework Agreement or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Framework Agreement, neither shall any waiver by either party of any breach of Framework Agreement operate as waiver of any subsequent or continuing breach of Framework Agreement.
- (b) Any waiver of a party’s rights, powers, or remedies under the Framework Agreement must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Framework Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Framework Agreement.

#### **5 Language**

5.1 The Agreement as well as all correspondence and documents relating to the Framework Agreement exchanged by the Supplier and the Procuring Entity, shall be written in English. Supporting documents and printed literature that are part of

the Framework Agreement may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Framework Agreement, this translation shall govern.

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

## **6 Joint Venture, Consortium or Association**

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Framework Agreement and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.

## **7 Notices**

- 7.1 Any notice given by one party to the other pursuant to the Framework Agreement shall be in writing to the address specified in the **SCFA**
- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **8 Governing Law**

- 8.1 The Framework Agreement shall be governed by and interpreted in accordance with the laws of Zambia.

## **9 Settlement of Disputes**

- 9.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Framework Agreement.
- 9.2 Disputes will be settled in accordance with the Laws of Zambia.

## **10 Scope of Supply**

- 10.1 The Goods and Services to be supplied shall be as specified in the Schedule of Requirements.
- 10.2 The public Framework Agreement will be implemented by "place orders" or call-offs. i.e. whenever the Procuring Entity or any other Procuring Entity included on this agreement intends to acquire items pursuant to this Framework Agreement., it shall send a "Call-off order" to the supplier, specifying the list of items to be supplied with their respective quantities.
- 10.3 The quantities estimated, specified in the Price Schedule, are only indicative quantities and do NOT compel the Procuring Entity to buy any of them. The Procuring Entity may at its own discretion purchase fewer or more quantities than those estimated quantities per item i.e. within the same lot. However, the Procuring Entity(ies) mentioned in this agreement is (are) obliged to use this Framework Agreement whenever procuring goods mentioned in this agreement.
- 10.4 The supplier shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices, for example in case the Procuring Entity decides to purchase fewer or more quantities than the indicative ones specified and/or in case the procuring entity decides NOT to purchase ANY of these quantities for some items.

10.5 The agreement goes into force on **[insert date]** and terminates on **[insert date]**

## 11 Delivery and Documents

11.1 Subject to GCFA Sub-Clause 29.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCFA**.

## 12 Supplier's Responsibilities

12.1 The Supplier shall supply all the Goods and Services included in the Scope of Supply in accordance with GCFA Clause 10, and the Delivery and Completion Schedule, as per GCFA Clause 11.

## 13 Framework Agreement Price

13.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Agreement shall not vary from the prices quoted by the Supplier in its bid in case of call-off orders issued without mini-competition, but the Framework Agreement price may vary in case of call-off orders issues after mini-competition among the multiple suppliers in the panel of suppliers under the Framework Agreement.

## 14 Terms of Payment

14.1 The Framework Agreement Price, including any Advance Payments, if applicable, shall be paid at the stage of call-off orders as specified in the **SCFA**.

14.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCFA Clause 11 and upon fulfillment of all other obligations stipulated in the call-off order.

14.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.

14.4 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCFA**, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCFA**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

## 15 Taxes and Duties

15.1 All prices are inclusive of applicable taxes and duties.

## 16 Performance Security

16.1 If required as specified in the SCFA, the Supplier shall, within fourteen (14) days of the notification of Framework Agreement award, provide a Performance Security for the performance of the Call-off order in the amount specified in the **SCFA**. In case of a Framework Agreement with multiple Suppliers, the Performance Security shall be submitted by the successful supplier only after the mini-competition

process within the specified days by the procuring entity before issuing call-off order.

- 16.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Call-off order.
- 16.3 As specified in the SCFA, the Performance Security, if required, shall be in one of the format stipulated by the Procuring Entity in the **SCFA**, or in another format acceptable to the Procuring Entity.
- 16.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Call-off order, including any warranty obligations, unless specified otherwise in the **SCFA**.

## 17 Copyright

- 17.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

## 18 Confidential Information

- 18.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Framework Agreement, whether such information has been furnished prior to, during or following completion or termination of the Framework Agreement. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Framework Agreement, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCFA Clause 18.
- 18.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Framework Agreement. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Framework Agreement.
- 18.3 The obligation of a party under GCFA Sub-Clauses 18.1 and 18.2 above, however, shall not apply to information that:
- (a) the Procuring Entity or Supplier need to share with Government or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 18.4 The above provisions of GCFA Clause 18 shall not in any way modify any

undertaking of confidentiality given by either of the parties hereto prior to the date of the Framework Agreement in respect of the Supply or any part thereof.

- 18.5 The provisions of GCFA Clause 18 shall survive completion or termination, for whatever reason, of the Framework Agreement.

## **19 Subcontracting**

- 19.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Framework Agreement if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Framework Agreement.
- 19.2 Subcontracts shall comply with the provisions of GCFA Clause 3.

## **20 Specifications and Standards**

### **20.1 Technical Specifications and Drawings**

- (a) The Goods and Services supplied under this Framework Agreement shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- (c) Wherever references are made in the Framework Agreement to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Framework Agreement execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCFA Clause 29.
- (d) **Packing and Documents**
- (e) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Call-off order. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- (f) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Call-off order, including additional requirements, if any, specified in the **SCFA**, and in any other instructions ordered by the Procuring Entity.

## **21 Insurance**

- 21.1 The Goods supplied under the Framework Agreement shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

## 22 Inspections and Tests

- 22.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Services as are specified in the **SCFA**.
- 22.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Zambia as specified in the **SCFA**. Subject to GCFA Sub-Clause 23.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 22.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCFA Sub-Clause 23.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 22.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 22.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Framework Agreement but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Framework Agreement, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Framework Agreement Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Framework Agreement, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 22.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 22.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCFA Sub-Clause 23.4.
- 22.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCFA Sub-Clause 23.6, shall release the Supplier from any warranties or other obligations under the Framework Agreement.

## 23 Liquidated Damages

- 23.1 Except as provided under GCFA Clause 28, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Framework Agreement, the Procuring Entity may without prejudice to all its other remedies under the Framework Agreement, deduct from

the Framework Agreement Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCFA** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCFA**. Once the maximum is reached, the Procuring Entity may terminate the Framework Agreement pursuant to GCFA Clause 31.

## 24 Warranty

- 24.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Framework Agreement.
- 24.2 Subject to GCFA Sub-Clause 20.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 24.3 Unless otherwise specified in the **SCFA**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCFA**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 24.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 24.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCFA**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 24.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCFA**, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Framework Agreement.

## 25 Patent Indemnity

- 25.1 The Supplier shall, subject to the Procuring Entity's compliance with GCFA Sub-Clause 26.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Framework Agreement by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Framework Agreement, neither any infringement resulting from the use of the Goods or any

part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Framework Agreement.

- 25.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCFA Sub-Clause 26.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 25.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 25.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 25.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Framework Agreement arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

## **26 Change in Laws and Regulations**

- 26.1 Unless otherwise specified in the Framework Agreement, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Zambia (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Framework Agreement Price, then such Delivery Date and/or Framework Agreement Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Framework Agreement.

## **27 Force Majeure**

- 27.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Framework Agreement is the result of an event of Force Majeure.
- 27.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 27.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its

obligations under the Framework Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **28 Change Orders and Framework Agreement Amendments**

- 28.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCFA Clause 7, to make changes within the general scope of the Framework Agreement in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Framework Agreement are to be specifically manufactured for the Procuring Entity;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 28.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Framework Agreement, an equitable adjustment shall be made in the Framework Agreement Price or in the Delivery/Completion Schedule, or both, and the Framework Agreement shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.
- 28.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Framework Agreement shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 28.4 Subject to the above, no variation in or modification of the terms of the Framework Agreement shall be made except by written amendment signed by the parties.

## **29 Extensions of Time**

- 29.1 If at any time during performance of the Framework Agreement, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCFA Clause 11, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Framework Agreement.
- 29.2 Except in case of Force Majeure, as provided under GCFA Clause 28, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCFA Clause 24, unless an extension of time is agreed upon, pursuant to GCFA Sub-Clause 30.1.

## **30 Termination**

- 30.1 Termination for Default
- (a) The Procuring Entity, without prejudice to any other remedy for breach of Framework Agreement, by written notice of default sent to the Supplier, may terminate the Framework Agreement in whole or in part:
    - (i) if the Supplier fails to deliver any or all the services within the period

specified in the Framework Agreement, or within any extension thereof granted by the Procuring Entity pursuant to GCFA Clause 30;

- (ii) if the Supplier fails to perform any other obligation under the Framework Agreement; or
  - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCFA Clause 3, in competing for or in executing the Framework Agreement.
- (b) In the event the Procuring Entity terminates the Framework Agreement in whole or in part, pursuant to GCFA Clause 31.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Framework Agreement to the extent not terminated.

### 30.2 Termination for Insolvency.

- (a) The Procuring Entity may at any time terminate the Framework Agreement by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

### 30.3 Termination for Convenience.

- (a) The Procuring Entity, by notice sent to the Supplier, may terminate the Framework Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Framework Agreement terms and prices. For the remaining Goods, the Procuring Entity may elect:
  - (i) to have any portion completed and delivered at the Framework Agreement terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

## 31 Assignment

- 31.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Framework Agreement, except with prior written consent of the other party.

### Section VIII. Special Conditions of Framework Agreement (SCFA)

The following Special Conditions of Framework Agreement (SCFA) shall supplement and / or amend the General Conditions of Framework Agreement (GCFA). Whenever there is a conflict, the provisions herein shall prevail over those in the GCFA.

*[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

<b>GCFA 1.1(i)</b>	The Procuring Entity is: <i>The National Pension Scheme Authority</i>
<b>GCFA 1.1 (n)</b>	The Project Site/Final Destination is/are: <i>NAPSA House, Levy Office Park, Corner of Church and Kabelenga Roads</i>
<b>GCFA 7.1</b>	For <b>notices</b> , the Procuring Entity's address shall be:  <i>Attention: The Project Manager</i>  <i>Address: NAPSA House, Levy Office Park, Corner of Church and Kabelenga Roads</i>  <i>Floor: Fourth Floor</i>  <i>City: Lusaka</i>  <b>Zambia</b>  <i>Telephone: +260 211 395000</i>  <i>Electronic mail address: <a href="mailto:info@napsa.co.zm">info@napsa.co.zm</a></i>

A. \_\_\_\_\_



**Section IX. Contract Forms**

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## 1. Framework Agreement

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

THIS CONTRACT is made

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

BETWEEN

- (1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of* of the Government of *{ insert name of Country of Procuring Entity }*, or corporation incorporated under the laws of *{ insert name of Country of Procuring Entity }* ] *[procuring on its own behalf only]* *[procuring on behalf of other procuring entities attached with this agreement]* and having its principal place of business at *[insert address of Procuring Entity]* (hereinafter called "the Procuring Entity"), and
- (2) *[insert name of Supplier]*, a business name registered under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Procuring Entity invited bids for certain Goods and ancillary services, viz., *[insert brief description of Services]* and the Supplier has agreed to conclude a Framework Agreement at the *[Unit rates]* lump-sum amount] for the supply of those Services as attached with this agreement (hereinafter called "the Contract Price rate").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Framework Agreement referred to.
2. The following documents shall constitute the Agreement between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Agreement:
  - (a) This Framework Agreement
  - (b) Special Conditions of Framework Agreement
  - (c) General Conditions of Framework Agreement
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier's Bid and original Price Schedules
  - (f) The Procuring Entity's Notification of Award of Framework Agreement
  - (g) *[Add here any other document(s)]*

3. This Agreement shall prevail over all other Agreement documents. In the event of any discrepancy or inconsistency within the Agreement documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Agreement and will be based on actual call-off orders issued by the Procuring Entities which are party of the Framework Agreement.
5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Framework Agreement Price or such other sum as may become payable after mini-competition under the provisions of the Framework Agreement at the times and in the manner prescribed by the Agreement based on the specific call-off orders issued by the Procuring Entity.

[Insert the following only when mini-competition is conducted]

## **6. Subject**

- 6.1 The subject of this Framework Agreement is to agree to the rules for establishing subsidiary contracts or call-off orders, which will be carried out through a mini-competition process only between the Suppliers party to the Framework Agreement.
- 6.2 This Framework Agreement itself is not a contract but it sets out the terms and conditions for subsidiary contracts or call-off orders.
- 6.3 The Supplier is only one of the parties of the Framework Agreement.
- 6.4 Other parties of the Framework Agreement are determined at the bottom of this agreement.

## **7. Obligations**

- 7.1 The Procuring Entity, hereby, confirms that it will issue to the Supplier the “Invitation to Quote” (ITQ) whenever the needs for supply appear.
- 7.2 The Supplier, on the other hand, agrees to become one of the parties of the public Framework Agreement and to submit an offer whenever requested by the Procuring Entity.

## **8. Subsidiary Contracts or Call-off Orders**

- 8.1 The subsidiary contracts or Call-off Orders will be awarded only through a mini-competition process.

## **9. Mini-competition process**

- 9.1 The mini-competition process will be carried out between all the parties of the Framework Agreement whenever the need for supply arises for the Procuring Entity.

- 9.2 The Procuring Entity shall re-open the competition on the basis of the same or, if necessary, more precisely formulated terms of the Bidding Document.
- 9.3 Whenever the need for supply arises, the Procuring Entity shall prepare the Invitation to Quote (ITQ) and shall issue the ITQ to relevant parties of the Framework Agreement. The evaluation of the subsidiary contract or call-off order will be based on the criteria emphasized in the ITQ.
- 9.4 Each subsidiary contract or call-off order shall be subject to the publication of the Framework Agreement Award Notice, the agreement signing requirements and subject to rules governing the filing of complaints as per Public Procurement Law of Zambia.

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

For and on behalf of the Procuring Entity

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

For and on behalf of the Supplier

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

---

<sup>7</sup> The bank shall insert the amount(s) specified in the SCFA and denominated, as specified in the SCFA.

<sup>8</sup> Insert the Delivery date stipulated in the Framework Agreement Delivery Schedule. The Procuring Entity should note that in the event of an extension of the time to perform the Framework Agreement, the Procuring Entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one- time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

Pebble Road  
Lusaka, Zambia



CC Holdings  
CC Holdings Park  
Gravel Roads  
P.O. Box 64792  
**LUSAKA.**

**RE: POWER OF ATTORNEY - TENDER FOR THE PROVISION OF GARDENING SERVICES**

I [name of managing partner/partner] being Managing Partner/Partner at [name of firm] on this ..... day of ..... 20....appoint the following person:

Mr. K. K. Kite, holder of NRC Number 548921/46/1, the [designation of the person appointed], whose specimen signature is shown below:

..... K. K. K .....

To fully represent and sign all documentation relating to the above-named tender, on behalf of the firm.

Yours faithfully,

..... F. F. F .....

F. F. Fathars  
MANAGING PARTNER/PARTNER  
XYZ LEGAL PRACTITIONERS

