



BIDDING DOCUMENT

TENDER NO. ZNCB/MTC/027/2011

**REQUEST FOR PROPOSAL FOR THE VALUATION OF
ZAMBIA NATIONAL COMMERCIAL BANK PLC
PROPERTIES**

November, 2011

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SECTION 1. INVITATION FOR PROPOSALS

ZNCB/MTC/027/2011: REQUEST FOR PROPOSAL FOR THE VALUATION OF ZAMBIA NATIONAL COMMERCIAL BANK PLC PROPERTIES

Zambia National Commercial Bank Plc invites firms to submit proposals to value the Bank's properties.

Interested firms may obtain further information from and inspect the Request for Proposals (RFP) document at the Zanaco Head Office, 4th floor, Cairo Road, P.O. Box 33611 Lusaka, Zambia. The telephone numbers are (260) (01) 221091/236998/221360/2 and the fax No. is 260 (01) 238181. The RFP can also be accessed on Zanaco website: www.zanaco.co.zm. **HOWEVER, ELECTRONIC OR TELEFAX PROPOSALS WILL NOT BE ACCEPTED.**

A complete set of RFP may be purchased by interested firms from the Zanaco Head Office, 4th floor, P.O. Box 33611, Lusaka upon payment of a non-refundable fee of K500,000.00 or its equivalent in any freely convertible currency at the prevailing exchange rate. The payments for the RFP document will be in form of cash deposits made into the account Tender Bids Commission, Account number: 4600058, Branch: Finance Department and no cheque deposits (interbank).

The bids must be clearly marked: **“ZNCB/MTC/027/2011: REQUEST FOR PROPOSAL FOR THE VALUATION OF ZAMBIA NATIONAL COMMERCIAL BANK PLC PROPERTIES”**, addressed to the Head – Procurements, Zambia National Commercial Bank Plc.

The proposals must be deposited in the Tender Box situated on the 14th floor, Zanaco Head Office, Cairo Road, Lusaka on or before Friday, **2nd December, 2011 at 15.00 hours local time and**

The closing date for the receipt of proposals is Friday, **2nd December, 2011 at 15.00 hours local time** and any proposals received after the time and date stipulated above will not be accepted. The proposals will be opened soon after closing in the Conference Room on the 14th floor, Zanaco, Head-Office in the presence of bidders or their representatives who choose to attend.

**THE SECRETARY
MANAGEMENT TENDER COMMITTEE**

SECTION 2. INFORMATION TO CONSULTANT

1. INTRODUCTION

- 1.1 The Client named in the “Data Sheet” will select a firm in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the contract under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Firm’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet needed to carry out the services, and make available relevant data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 The client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:

- (a) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.
- 1.7.2 Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Consultants should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Auditing firm will be hired for the purpose.
- 1.7.3 Any previous or ongoing participation in relation to the assignment by the firm, its professional staff, or its affiliates or associates under a contract with Zanaco Plc may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.
- 1.8 It is the Client's policy that Consultants observe the highest standard of ethics during the execution of the contract. In pursuance of this policy, the Client:
 - (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 of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the Client of the benefits of free and open competition.
 - (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (c) will cancel the contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Client during the selection process or the execution of that contract;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if the Client at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- 1.9 Consultants shall be aware of the provisions on fraud and corruption stated in clause 1.8.

- 1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

2. CLARIFICATIONS AND AMENDMENT TO RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all invited Consultants who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, facsimile, or electronic mail to all invited Consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit a Proposal (Para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Consultancy Firm (s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's national language.

3.4 The Technical proposal should provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the firm's organization and an outline of experience on (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology and staffing.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such tax amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

3.8 Consultants may express the price of their services in a freely convertible currency. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).

3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, the Consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet.
- 4.5 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the bank. The Financial Proposal shall remain sealed and only proposals technically responsive bidders shall be opened in the presence of the bidders and/or their representatives who may choose to attend.

5. PROPOSAL EVALUATION

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

- 5.3 The evaluation committee appointed by the Client as a whole and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (*St*). **A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.**
- 5.4 In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked firm or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.5 After the evaluation of quality is completed, the Client shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official buying rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude local taxes and other charges as specified in para. 3.7.
- 5.8 In case of Quality Cost Based Selection (QCBS) the lowest Financial Proposal (*Fm*) will be given a financial score (*Sf*) of 100 points. The financial scores (*Sf*) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weights given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The

firm achieving the highest combined technical/ financial score will be invited for negotiations.

- 5.9 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget (“evaluated” price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations.

5.10 Tax Clearance Certificate

It is an absolute requirement that the participating bidders **MUST** be registered for tax purposes. Failure to submit documents establishing tax registration of the bidder WILL invalidate your response to this tender.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the firm will provide consultants with the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that

key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

7. AWARD OF CONTRACT

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the technical evaluation (Para 5.3)
- 7.2 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference

1.1 The name of the Client is: **Zambia National Commercial Bank Plc.**

The method of selection is: **Least Cost-Based Selection (LCBS) based on lot by lot basis. The Award will be based on lot by lot basis specified in the Terms of Reference**

1.2 Separate technical and a Financial Proposals are requested: **Yes**

The name, objectives and description of the Assignment are: **Valuation of Zambia National Commercial Bank Plc Properties**

The objective of this proposal is to know the market value of the Bank's properties.

1.3 The assignment is not phased

1.4 A pre-proposal conference will be held: **There will be no pre-proposal conference. However Consultants are at liberty to raise any queries pertaining to the RFP that they may have.**

The name(s), address (es), and telephone/numbers of the Client's Official(s) are:

**Head-Procurement
Zambia National Commercial Bank Plc
P.O. Box 33611
LUSAKA**

Tel. No: 230216, 221358, 221360.

1.5 The Client will provide the following inputs: **Additional information on the Bank that may be of relevant to interested Consultants can be obtained via the Bank's website at: www.zanaco.co.zm**

1.7.2 The Client envisages the need for continuity for downstream work: **Not Applicable**

2.1 Clarifications may be requested up to **three (3No.) days before the tender submission date.**

The address for requesting clarifications is: **Head – Procurements, Zambia National Commercial Bank Plc, P.O. Box 33611, Lusaka, Zambia, Fax No. 260 (211) 238181.**

3.1 Proposals should be submitted in the following language(s): **English**

3.3 (i) Shortlisted firm/entity may associate with other shortlisted firm: Not Applicable

(ii) The estimated number of key professional staff required for the assignment shall be determined by the Consultants. This may be subject to negotiation with the Bank.

(iii) Duration period of the assignment is expected to take a total of one week.

(iv) The minimum required experience of proposed professional staff for the Assignment is:

Team leader:

- *Minimum of a University Degree in any relevant field.*
- *Evidence of good knowledge in legal matters.*
- *a minimum of five (5) years experience in valuation of real estate; and*
- *excellent communication skills in English both written and oral.*

2 Support Staff

- *Minimum of a University Degree in any relevant field.*
- *Evidence of good knowledge in valuation of real estate.*
- *Minimum of five (05) years of experience in valuation of real estate; and*
- *excellent communication skills in English both written and oral.*

(vi) Reports which are part of the assignment must be written in the following language: **English**

(vii) Additional Information in the Technical Proposal includes: **Not Applicable**

(viii) A brief description of the firm's experience should be provided

- 3.6 In preparing the financial proposal, the Consultants is expected to: *Include all costs related to the assignment, and contract form is Lump Sum.*
- 3.7 Taxes: *Consultant on this project will be liable for all applicable local taxes. Information on these is available from Zambia Revenue Authority, P.O. Box 35710, Lusaka.*
- 3.8 Consultants to state local cost in the national currency: *Yes*

3.10 Proposals must remain valid **90 days after the submission date.**

4.3 Consultants must submit **an original and five (5) additional copies of each proposal.**

4.4 The proposal submission address is: The Head - Procurements, 4th Floor, Zambia National Commercial Bank Plc, Head Office, and Lusaka, Zambia. Proposals must be deposited in the Tender Box situated on the 14th Floor of Head Office Building, Cairo Road, Lusaka.

The information on the outer envelope should also include:

Head - Procurements
Zambia National Commercial Bank Plc
P.O. Box 33611,
LUSAKA, ZAMBIA

“Request for Proposals for the Valuation of Zambia National Commercial Bank Plc Properties”

“Do not open before Friday, 2nd December, 2011.”

The inner envelopes for the Technical and Financial proposals shall bear the name and address of the Consultants.

Proposals must be submitted no later than the following date and time: **15:00 hours on Friday, 2nd December, 2011.**

- 4.5 The address for proposal submission is: The Head - Procurements, Management Tender Committee, Zambia National Commercial Bank Plc, Lusaka. Proposals must be submitted in the tender box on the 14th floor, Zambia National Commercial Bank Plc Head Office building.
- 5.1 The address to send information to the Client is: The Head - Procurements, Zambia National Commercial Bank Plc, Head Office building, P.O. Box 33611, LUSAKA. Tel: 230216,221358,221360,236998.

5.3 The number of points to be given under each of the evaluation criteria are:

	<u>Points</u>
(i) Specific experience of the Consultants firm related to the Assignment (Some indication of the magnitude, diversity and complexity of assignments undertaken in the recent past)	30
(ii) Adequacy of the proposed work plan and methodology	30
(iii) Qualifications and competence of the key professional staff for the Assignment	20
(iii) Knowledge of classification of market/insurance On valuation of properties	10
(v) Ability to work to meet tight deadlines	10

Total Points: 100

- **The minimum technical score required to qualify for financial opening: 75 Points.**

5.7 The single currency for price conversions is: *Zambian Kwacha*

The source of official buying rates is: *Zambia National Commercial Bank Plc,*

The date of exchange rates is: *The date of proposal submission.*

5.8 The weights given to the Technical and Financial Proposals are: *T= 0.8, and P= 0.2*

6.1 The address for negotiations is: **The Head-Procurement, Zambia National Commercial Bank Plc, Head-Office, P.O. Box 33611, Lusaka,**

7.2 The Assignment is expected to commence on a date to be agreed by both parties.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of Curriculum Vitae of proposed key professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

FROM: (Name of Firm)

TO: (Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide property valuation Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

3B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Key professional staff Provided by Your Firm/entity (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/year)	Approx. Value of Services (in currency ZMK):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team leader) involved and functions Performed:		
Narrative Description of Assignment:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

CONSULTANTING FIRM'S NAME:

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Professional/ Managerial Staff

No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Support Staff

No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

_____ **Date:** _____
[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: _____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR KEY PROFESSIONAL PERSONNEL

No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)												Number of Months
				1	2	3	4	5	6	7	8	9	10	11	12	
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities _____

Part-time: _____

Signature: _____
 (Authorized Representative)

Full Name: _____

Title: _____

Address: _____

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursables per activity.
- 4F. Miscellaneous expenses.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

(Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services (*Title of consulting services*) in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is inclusive of the local taxes, which we have estimated at (*Amount(s) in words and figures*)

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Zambia.

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Firm:
Address:

4B. SUMMARY OF COSTS

Costs	Currency (ies)	Amount(s)
Sub Total Consultancy Fees		
Local Taxes		
Total amount of Financial proposal		

4C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No: _____

Name: _____

Activity No.....	Activity No.....	Description.....
Price Component	Currency (ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		

Note: The above form is to be filled up separately for each activity.

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No.: _____ Name : _____

Sl.No.	Names	Position	Input*	Remuneration		Amount
				Rate		

* Staff months, or days as appropriate.

Note: The above form is to be filled up separately for each activity.

4E. REIMBURSABLES PER ACTIVITY

Activity No.: _____ Name : _____

Sl. No.	Description	Unit	Quantity	Unit Price	Total Amount
---------	-------------	------	----------	------------	--------------

1.

2.

3.

4.

5.

6.

7.

8.

9.

Grand Total

4F. MISCELLANEOUS EXPENSES

Activity No.: _____ Name : _____

Sl. No.	Description	Unit	Qty.	Unit Price	Total Amount
---------	-------------	------	------	------------	--------------

1.	Communication costs between _____ and _____ (telephone, telegram, etc.)				
----	--	--	--	--	--

2.	Drafting, reproduction of reports				
----	-----------------------------------	--	--	--	--

3.	Equipment: Vehicles, Computers, etc.				
----	--------------------------------------	--	--	--	--

4.	Software:				
----	-----------	--	--	--	--

	Grand Total				
--	-------------	--	--	--	--

Note: The above form is to be filled up separately for each activity.

SECTION 5. TERMS OF REFERENCE

BACKGROUND

Zambia National Commercial Bank commonly known as ZANACO was established in 1969 by the Government of the Republic of Zambia. ZANACO operated as a government entity for 38 years with a sole purpose of nurturing national development. In April, 2007, ZANACO partnered with the Rabo Bank of Netherlands with a vision of providing broad based retail and commercial banking services to customers throughout the country, rural areas inclusive. The Government of the republic of Zambia now holds 25% shares from the 100% while Rabo Bank has 49%, shared among other shareholders which include ZANACO Employees Stock Ownership Program, Zambia National Farmers Union (ZNFU) and other Zambian Pension Schemes and Individual Investors.

Rabobank is a banking group organized in the form of co-operatives created more than a century ago in the Netherlands to service the need of the un-banked areas particularly in the agricultural sector. It is a reputable financial services leader in retail, institutional banking and agricultural finance solutions ranking among the 25th largest banking groups in the world. The Rabobank Group has a large asset base and operates in more than 38 countries around the world. Rabobank is one of the few private banks that enjoy a **Triple A (AAA) credit rating**, which is the highest achievable rating in the world.

The Bank has invested in property which was last valued in 2008. It has not been possible to undertake this exercise because most of the major assets have been undergoing refurbishment and construction of new branches/agencies.

Most of these works have since been completed and it is therefore required that the Bank undertakes a valuation of its assets.

The asset portfolio holding for the Bank ranges from physical buildings and residential properties.

OBJECTIVES

- a) To establish a fair market value of the Bank's assets as at date of valuation in accordance with international best practices for asset valuations.
- b) Physically verify and update all assets on data base as well as come up with intelligence and internationally accepted coding nomenclature to perpetually locate and track assets;

SCOPE OF WORK

The valuation of the assets will include but will not be limited to the following:

- a) Determining the most appropriate valuation methods to be applied; and
- b) Determination of values of various assets.

QUALIFICATIONS

Interested consultants should provide information indicating that they are qualified to undertake the assignment by submitting their detailed information on the following:-

- (a) Demonstrated experience and expertise in real asset valuation;
- (b) Ten Years demonstrable experience in undertaking similar assignments;
- (c) Availability of appropriate skills by providing bio-data of key staff to be involved and other relevant particulars;
- (d) Excellent communication skills in English both oral and written;
- (e) Evidence of membership to relevant professional bodies;
- (f) Evidence of financial capacity to carry out the assignment (Submit independently audited annual statements for the last two years or bank statements for the last two years).

ZANACO PROPERTY LIST AS AT NOVEMBER 2011

LOT 1 – NORTHERN REGION

No.	Plot/Stand No.	Property (Branch)	Location	Last valuation
1	Stand no. 931	Solwezi	Solwezi	2008
2	Stand no.	Chingola	Chingola	2008
3	Stand no. 16	Mufulira	Mufulira	2008
4	Stand no.5276	Kitwe Industrial	Kitwe	2008
5	Stand no. 279	Kitwe Business	Kitwe	2008
6	Stand no. 104	Ndola Business	Ndola	2008
7	Stand no.2711	Ndola West	Ndola	2008
8	Stand no. 3359	Ndola Industrial	Ndola	2008
9	Stand no. 54/A	Luanshya	Luanshya	2008
10	Stand no. 538	Ndola Trade fair	Ndola	2008
11	Stand no. 166	Kapirimposhi	Kapirimposhi	2008

12	Stand no. 139	Mkushi	Mkushi	2008
13	Stand no.3032	Mpika	Mpika	2008
14	Stand no.1373	Kasma	Kasma	2008
15	Stand no. 1066	Mansa	Mansa	2008
16	Stand no. 294	Kawambwa	Kawambwa	2008
17	Stand no.197	Petauke	Petauke	2008
18	Stand no. 344	Lundazi	Lundazi	2008
19	Stand no. 1480	Chipata	Chipata	2008
20	Stand no.	Chipata Show ground	Chipata	2008
21	Stand no. 41	Kabwe	Kabwe	2008

LOT 2 – SOUTHERN REGION

No.	Plot/Stand No.	Property (Branch)	Location	Last valuation
1	Stand no.	Chisamba	Chsamba	New branch
2	Stand no. 1021	Kwacha	Lusaka	2008
3	Stand no. 679	Cairo Road Business	Lusaka	2008
4	Stand no.1372	Lusaka Centre	Lusaka	2008
5	Stand no. 17/A	Old Head Office	Lusaka	2008
6	Stand no. 2118,2121,4226	Head Office	Lusaka	2008
7	Stand no.	Show grounds Pavilion/Stadium	Lusaka	2008
8	Stand no.	Show ground-Stadium	Lusaka	2008
9	Stand no.	UNZA	Lusaka	New Agency
10	Stand no. s/d 535/1052m	Kafue	Kafue	2008
11	Stand no. 160	Mazabuka	Mazabuka	2008
12	Stand no. 188	Monze	Monze	2008
13	Stand no. 339	Choma	Choma	2008
14	Stand no. 2610	Livingstone	Livingstone	2008
15	Stand no. 255	Siavonga	Siavonga	2008
16	Stand no. 76/B	Itezhitezhi	Itezhitezhi	2008
17	Stand no.	Namwala	Namwala	New branch
18	Stand no.	Maamba	Maamba	New branch
19	Stand no. 861	Mongu	Mongu	2008
20	Stand no. 340	National Savings and Credit Bank	Mongu	2008

LOT 3 – RESIDENTIALS

No.	Plot/Stand no.	Property (Branch)	Location	Last valuation
1	Stand no. 8396 Fairview	Fairview Lusaka	Lusaka	2008 (2 blocks of 3 flats each . one block has been sold
2	Plot no.	Open land	Choma	
3	Plot no.	Incomplete house	Namwala	

Section 6. Standard Forms of Contract

Lump-Sum Contract Form

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Firm’s name]* (“the Firm”) having its principal office located at *[insert Firm’s address]*.

WHEREAS, the Client wishes to have the Firm perform the services hereinafter referred to, and

WHEREAS, the Firm is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Firm shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Firm shall provide the personnel listed in Annex B, “Firm’s Personnel,” to perform the Services.
 - (iii) The Firm shall submit to the Client the reports as Annex C, “Firm’s Reporting Obligations.”

2. Term The Firm shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Firm an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Firm's costs and profits as well as any tax obligation that may be imposed on the Firm.

B. Schedule of Payments

The schedule of payments is specified below:

[insert amount and currency] upon the Client's receipt of a copy of this Contract signed by the Firm;

[insert amount and currency] upon the Client's receipt of the draft report, acceptable to the Client; and

[insert amount and currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Firm of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Firm's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Firm shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Firms shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

- 7. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Firm for the Client under the Contract shall belong to and remain the property of the Client. The Firm may retain a copy of such documents and software.²
- 8. Firm Not to be Engaged in Certain Activities** The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Firm will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Firm shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of *Zambia*, and the language of the Contract shall be *English*
- 12. Dispute Resolution⁴** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

FOR THE CLIENT

FOR THE FIRM

Signed by _____

Signed by _____

Title: _____

Title: _____

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

⁴ In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Firm's Personnel

Annex C: Firm's Reporting Obligations

- Draft Report
- Final Report