



REGISTRATION OF CONTRACTORS - 2019

HEAD OFFICE

Plot 1612/1623 Luchengo Road,
Off Sheki Sheki Road,
Light Industrial Area
P.O. Box 39548
Lusaka, Zambia
Tel: +260-211-247185/240386
Fax: +260-211-243115 / 247264
Email: ncc@ncc.org.zm

NORTHERN REGION

Room 213 Mukuba Pension House,
P.O Box 23163,
Kitwe, Zambia
Tel: +260-212-220590
Fax: +260-212-228121
Email: northernregion@ncc.org.zm

SOUTHERN REGION

Stand No. 252 Kalima Street,
Mochipapa,
Choma, Zambia
Tel: +260-213-221162
Fax: +260-213-2211
Email: southernregion@ncc.org.zm

CENTRAL REGION

Plot 30741
Off Lubansenshi Road,
Olympia,
Lusaka, Zambia
Tel: +260-211-293908 or
+260-211-293906
Email: centralregion@ncc.org.zm

Website: www.ncc.org.zm

APPLICATION FORM FOR JOINT VENTURE REGISTRATION OF CONTRACTORS
[In terms of the National Council for Construction Act No. 13 of 2003 of the Laws of Zambia]

INSTRUCTIONS TO APPLICANTS

THIS FORM SHOULD NOT BE SOLD

- a) Please fill in the form completely as provided and bind it together with all necessary attachments. Print clearly using ink. Incomplete and unbound applications will not be processed
- b) All applicable fees must be paid directly to the National Council for Construction (NCC) through its Bank accounts as provided herein.
- c) All applicable fees paid to the NCC are Non-refundable and Non-transferable. Electronic Bank transfers will only be receipted after two days of the transfer and upon confirmation that the transfer has cleared.
- d) Attach a separate sheet where space on the form is limited for additional information.
- e) A joint venture certificate will be issued to two or more registered contractors whose NCC certifications are current and in good standing.
- f) Companies applying for a joint venture registration must attach certified copies of their current NCC certificates in the category in which they are registered.
- g) Financial statements showing the highest annual turnover for all the companies indicated must be attached.
- h) A joint venture certificate will be issued in any of the categories in which:
 - a. the companies are separately registered, and wish to go to a higher grade of registration in that category;
 - b. the companies are separately registered, where the grade of registration will not change, with 50% ownership for each partner;
 - c. the lead partner is registered, and the grade remains that of such a partner
- i) The joint venture certificate will not be renewed if one of the entities involved in the joint venture have not actively renewed their individual NCC registration certificate.
- j) The joint venture certificate shall be valid for one year and may be renewed annually.
- k) Attach a separate sheet where space on the form is limited, for additional information.
- l) The late renewal fee for on-going joint ventures is as follows: 25% of the Annual registration fee, from 15 January to 31st January in the current year; and a 2% cumulative increment for each subsequent month. A JV that has not been renewed over a year becomes null and void.
- m) Applications can be deposited at designated Regional Offices (Kitwe, Choma and Lusaka) whose addresses are indicated above.
- n) Ensure that your application for EXPRESS registration is approved by NCC before Express registration fees are paid.

COMPANY NAME:

FOR OFFICIAL USE ONLY

Date Application Form Received : Classification of Contractor:

No. of Cert. of Registration Submitted: Date of Approval:

APPROVED REGISTRATION CERTIFICATES:			Remarks
Grade	Category	Comments (e.g.: Mining/Specialist)	
		
		
		
		
		

Approved by:

Signature:

1.0 WE, THE CONTRACTORS LISTED BELOW, WITH CURRENT NCC REGISTRATION, HEREBY APPLY FOR A JOINT VENTURE CERTIFICATE PURSUANT TO THE PROVISIONS OF THE NCC ACT NO. 13 OF 2003 OF THE LAWS OF ZAMBIA.

NAME AND ADDRESS OF COMPANY	TEL:	NCC CURRENT GRADE AND CATEGORY

LEADING PARTNER

HIGHEST ANNUAL TURNOVER IN ANY OF THE LAST FIVE YEARS	NCC CERTIFICATE SERIAL NO.	CELL NUMBER

PRINT NAME OF DIRECTOR / SHAREHOLDER/ PARTNER BELOW :	SIGNATURE:

NAME AND ADDRESS OF COMPANY	TEL:	NCC CURRENT GRADE AND CATEGORY

OTHER PARTNER

HIGHEST ANNUAL TURNOVER IN ANY OF THE LAST FIVE YEARS	NCC CERTIFICATE SERIAL NO.	CELL NUMBER

PRINT NAME OF DIRECTOR / SHAREHOLDER/ PARTNER BELOW :	SIGNATURE:

If more than two parties are involved, kindly attach above information for each as indicated above

CATEGORIES OF CONSTRUCTION ACTIVITIES (Refer to Appendix I for Categorisation Guidelines)

- a) A Joint Venture will only select **ONE main category per application** for Certification.
- b) Joint Ventures wishing to apply for **MORE THAN ONE** main Category must submit **SEPARATE APPLICATIONS**.

Note: Only select a classification grade where all criteria can be met by the firm. The contractor must indicate the classification grade in which the firm wishes to register. This selection will also determine the maximum value of contract for which the firm may tender. **(See Appendix II for Classification Guidelines)**

	MAIN CATEGORY <i>Refer to Appendix I for detailed information</i>	CODE
1	GENERAL BUILDING AND HOUSING	B
2	GENERAL CIVIL ENGINEERING WORKS	C
3	GENERAL ELECTRICAL AND TELECOMMUNICATIONS	E
4	MINING SERVICES	M (Refer to Appendix I and Specify below)
5	GENERAL MECHANICAL ENGINEERING WORKS	ME
6	GENERAL ROADS AND EARTHWORKS	R
7	SPECIALIST WORKS	S

CLASSIFICATION GRADE OF JOINT VENTURE COMPANY

The JOINT VENTURE (JV) must indicate the classification grade in which it wishes to register. This selection will also determine the maximum value of contract for which the JV may tender. **(See Appendix II for Classification Guidelines)**

Notes:

- a) Only select a classification grade where all criteria can be met by the JV

Indicate your selection in the box below:

GRADE (1,2,3,4,5 or 6)	CATEGORY (B,C,E,R, M, ME or S)	MINING SERVICES Specify Sub-Category in Full)	A and B SPECIALIST	SPECIALIST WORKS (Specify Specialist Category in Full i.e. Sa,... to Sy)

THE JOINT VENTURE PARTIES MUST ATTACH COPIES OF THEIR CURRENT AND SUITABLE AND APPLICABLE NCC CERTIFICATES

4.0 JOINT VENTURE AGREEMENT

For purposes of this joint venture application, a standard Joint Venture Agreement has been provided below. Please fill in the necessary information in the spaces provided. Any amendments and/or additions must be clearly indicated in written and attached hereto. Where applicable, references to particular articles amended should be made.

THIS JOINT VENTURE AGREEMENT ("Agreement"), is made and entered into at (Town/District/City)

..... this day of (Month)..... , 20....., by and between:

1., a company registered/incorporated in Zambia, under the Companies Act Cap. 388, and a registered contractor under the NCC Act no. 13 of 2003, of the laws of Zambia and having its registered office at

.....

....., hereinafter referred to as the "Party of the First Part" (which expression shall

unless repugnant to the context include the Party of the First Part's permitted successors and assigns)

AND

2., a company registered in Zambia, under the Companies Act Cap. 388, and a registered contractor under the NCC Act no. 13 of 2003, of the laws of Zambia and having its registered office at

.....

....., hereinafter referred to as the "Party of the Second Part" (which expression

shall unless repugnant to the context include the Party of the Second Part's permitted successors and assigns)

AND

3., a company incorporated in (country)..... under Companies Act no. and registered in Zambia, under the Companies Act Cap. 388, and a registered contractor under the NCC Act no. 13 of 2003, of the laws of Zambia and having its registered office at

.....

....., hereinafter referred to as the "Party of the Second/Third(tick) Part" (which expression shall unless repugnant to the context include the Party of the Second/Third Part's permitted successors and assigns)

ARTICLE I GENERAL PROVISIONS

1.01 Business Purpose.

The purpose of the Joint Venture is:

.....

.....

.....

.....
.....
1.02 Term of the Agreement.

This Joint Venture shall commence on the date first above written and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

ARTICLE II GENERAL DEFINITIONS

The following comprise the general definitions of terms utilized in this Agreement:

2.01 Affiliate: An Affiliate of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2.02 Capital Contribution(s): The capital contribution to the Joint Venture actually made by the parties, including property, cash and any additional capital contributions made.

2.03 Profits and Losses: Any income or loss of the Partnership for income tax purposes determined by the

Partnership's fiscal year, including, without limitation, each item of Partnership income, gain, loss or deduction. ARTICLE III OBLIGATIONS OF THE JOINT VENTURERS

The Parties hereto agree to jointly own, operate and manage and shall jointly take responsibility for all operations and decisions of the Joint Venture.

The Joint Venturers shall open a bank account for the Joint Venture business, while maintaining separate bank accounts.

ARTICLE IV CAPITAL CONTRIBUTION AND EXPENSES

4.01 Capital Contributions

Capital contributions to the Joint Venture shall be:

- 1. %
- 2. %
- 3. %

4.02 Expenses

All expenses of the Joint Venture shall be paid by the Joint Venture, or by

..... and shall be reimbursed by the Joint

Venture. ARTICLE V ALLOCATIONS Profits and Losses

Commencing on the date hereof and ending on the termination of the business of the Joint Venture, all profits, losses and

other allocations to the Joint Venture shall be allocated as follows at the conclusion of the project / each fiscal year:

- 1. %
- 2. %
- 3. %

ARTICLE VI RIGHTS AND DUTIES OF THE JOINT VENTURERS

5.01 Business of the Joint Venture.shall have full exclusive and complete authority and discretion in the management and control of the business of the Joint Venture for the purposes herein stated and shall make all decisions affecting the business of the Joint

Venture. At such, any action taken shall constitute the act of, and serve to bind, the Joint Venture.

..... shall manage and control the affairs of the Joint

Venture to the best of its ability and shall use its best efforts to carry out the business of the Joint Venture. ARTICLE VII AGREEMENTS WITH THIRD PARTIES AND WITH AFFILIATES OF THE JOINT VENTURERS

6.01 Validity of Transactions.

Affiliates of the parties to this Agreement maybe engaged to perform services for the Joint Venture. The validity of any transaction, agreement or payment involving the Joint Venture and any Affiliates of the parties to this Agreement otherwise permitted by the terms of this Agreement shall not be affected by reason of the relationship between them and such Affiliates or the approval of said transactions, agreement or payment.

6.02 Other Business of the Parties to this Agreement.

The parties to this Agreement and their respective Affiliates may have interests in businesses other than the Joint Venture business. The Joint Venture shall not have the right to the income or proceeds derived from such other business interests and, even if they are competitive with the Partnership business, such business interests shall not be deemed wrongful or improper.

ARTICLE VIII INDEMNIFICATION OF THE JOINT VENTURERS

The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Joint Venture and such course of conduct did not constitute negligence or misconduct. The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with the Joint Venture.

ARTICLE IX DISSOLUTION

9.01 Events of the Joint Venturers.

The Joint Venture shall be dissolved upon the happening of any of the following events:

- (a) The adjudication of bankruptcy, withdrawal, removal or insolvency of either of the parties
- (b) The sale or other disposition, not including an exchange of all, or substantially all, of the Joint Venture assets
- (c) Mutual agreement of the parties
- (d) De-registration by the National Council for Construction

ARTICLE X MISCELLANEOUS PROVISIONS

10.01 Books and Records.

The Joint Venture shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Venture.

10.02 Validity.

In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

10.03 Headings.

The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

10.04 Notices.

Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the Zambia Postal Services mail, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice.

10.05 Applicable Law and Venue. This Agreement shall be construed and enforced under the laws of Zambia.

10.08 Other Instruments.

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

10.09 Amendments and Variations

Any amendments, including but not limited to modifications, omissions or additions made to this JV Agreement shall be in writing and agreed by both/all parties, clearly expressing the specific details of such amendment to the Agreement (and attach hereto).

10.10 Dispute Resolution

Should any dispute arise under the terms of this Agreement, both/all parties hereto agree resolve this through Arbitration

with the guidance of the Zambia Institute of

Arbitrators/.....

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Party of the First Part (Company):

Name :

Title :

Signature : Date:

Witness

Name :

Signature : Date:

Party of the Second Part (Company):

Name:

Title:.....

Signature: Date:

Witness

Name : Signature: Date:

Party of the Third Part (Company):

Name :

Title :

Signature : Date:

Witness

Name : Signature: Date:

DECLARATION BY THE APPLICANT

I/We declare that all the particulars and information provided in this application are complete, correct and true and I/we agree that in the event that any of the said particulars and information provided is found to be untrue or fraudulent, registration as a contractor with the National Council for Construction will be terminated.

I/We agree that in the event of revocation of registration any registration fee paid to the National Council for Construction shall be forfeited.

I/We declare that in the event that the nature of my/our business changes and/or I/we no longer carry out operations in terms of our registration as a contractor I/we will notify the National Council for Construction in which case my/our registration may be revoked or our classification grade and categorisation as a contractor may be revised.

I/We declare that the premises that I/we occupy, the plant, vehicles and equipment that we own, hire or lease and our staffing levels are suitable to carry out construction works in the works category and classification grade selected by us.

I/We declare not to offer any bribe(s) or any form of inducement prior, during or after registration, tendering and contract execution. I/We will not permit anyone (employee, company representative or agent) to do so on our behalf.

Declared at.....this day of 20.... by the following, persons who are duly authorised to sign for and on behalf of the applicant under the authority of the Power of Attorney or Board Resolution

which is hereby attached.

Authorised signatory by power of attorney (Lead Partner):

1. _____
Name (Print) Signature Title/Designation

Authorised signatory by power of attorney (Other Partner):

2. _____
Name (Print) Signature Title/Designation

Witnessed by:

3. _____
Name (Print) Signature Title/Designation

JOINT VENTURE COMBINATIONS FOR QUALIFICATION FOR VARIOUS UPGRADES

CURRENT GRADE COMBINATIONS TO ACHIEVE A HIGHER COMBINED JOINT JOINT VENTURE GRADE IN THE SAME CATEGORY	GRADE ACHIEVED BY THE JOINT VENTURE	APPLICATION FEE FOR JOINT VENTURES BETWEEN		
		FOREIGN COMPANIES	FOREIGN COMPANY AND LOCAL COMPANY	LOCAL COMPANIES
Two or more Grade 2 contractors / One Grade 2 and two Grade 3 contractors. With the sum of the best annual turnover in any of the last 5 years meeting or exceeding Grade 1 turnover requirement in both scenarios	GRADE 1	K100,000.00	K50,000.00	K8,000.00
Two or more Grade 3 contractors / One Grade 3 and two Grade 4 contractors. With the sum of the best annual turnover in any of the last 5 years meeting or exceeding Grade 2 turnover requirement in both scenarios	GRADE 2	N/A	N/A	K6,000.00
Two or more Grade 4 contractors / One Grade 4 and two Grade 5 contractors. With the sum of the best annual turnover in any of the last 5 years meeting or exceeding Grade 3 turnover requirement in both scenarios	GRADE 3	N/A	N/A	K4,000.00
Two or more Grade 5 contractors / One Grade 5 and two Grade 6 contractors. With the sum of the best annual turnover in any of the last 5 years meeting or exceeding Grade 4 turnover requirement in both scenarios	GRADE 4	N/A	N/A	K1,500.00
Two or more Grade 6 contractors with the sum of the best annual turnover in any of the last 5 years meeting or exceeding Grade 5 turnover requirement in both scenarios	GRADE 5	N/A	N/A	K850.00
One leading partner with higher grade and any One lower grade partner				

Present the original copies of deposit slips/transmission copies for all payments to NCC in order to be receipted

ALL FEES MUST BE PAID DIRECTLY TO THE NATIONAL COUNCIL FOR CONSTRUCTION BANK ACCOUNTS HEREUNDER

BANK DETAILS

Account Name: National Council for Construction Bank: Barclays Bank Zambia PLC Branch: Longacres Account No: 17-5121854	Account Name: National Council for Construction Bank: Atlas Mara Zambia Branch: Lusaka Corporate Account No: 0010300544005	Account Name: National Council for Construction Bank: First National Bank Branch: Commercial Account No: 0062668217998
---	--	--

Swift code: BARCZMLXXXX	Swift code: ZFBAZMLU	Swift code: FIRNZMLX
--------------------------------	-----------------------------	-----------------------------

GUIDELINES FOR VARIOUS CLASSIFICATIONS									
	CLASSIFICATION GRADE >	1	2	3	4	5	6	A	B
1	Professional Staff - Reg. Eng. / QS / Arch. (CVs to be included)	4 No.	3 No.	2 No.	-	-	-	3 No.	-
2	Technical Staff - Technicians (Diploma related in Construction field, CVs to be included)	5 No.	4 No.	3 No.	2 No.	1 No.	-	4 No.	1 No.
3	Accounting Personnel (Higher qualification)	1 No.	1 No.	1 No.		-	-	1 No.	-
4	Accounting Personnel (Basic qualification)				1 No.	-	-	1 No.	1 No.
5	Audited Accounts to IAS in English	Yes	Yes	Yes	-	-	-	Yes	-
6	Financial Statements Certified by ZICA Member	-	-	-	Yes	-	-	-	-
7	Limitation on Contract Value to be Tendered - Category B	>K55m	>K25m-K55m	>K13m-K25m	>K9m-K13m	>K4m-K9m	>K0.0m-K4.0m		
8	Limitation on Contract Value to be Tendered - Category C	>K60m	>K30-K60m	>K20m-K30m	>K13m-K20m	>K4-K13m	>K0.0m-K4.0m		
9	Limitation on Contract Value to be Tendered - Category R	>K150m	>K60m-K150m	>K30m-K60m	>K20m-K30m	>K6m-K20m	>K0.0m-K6.0m		
10	Limitation on Contract Value to be Tendered – Category M	>K150m	>K35m-K150m	>K20m-K35m	>K13m-K20m	>K4m-K13m	>K0.0m-K4.0m		
11	Limitation on Contract Value to be Tendered - Category E	>K150m	>K40m-K150m	>K20m-K40m	>K13m-K20m	>K6m-K13m	>K0.0m-K6.0m		
12	Limitation on Contract Value to be Tendered - Category ME	>K150m	>K40m-K150m	>K20m-K40m	>K13m-K20m	>K6m-K13m	>K0.0m-K6.0m		
13	Limitation on Contract Value to be Tendered - Category S	-	-	-	-	-	-	>K10.m	>K0.0m-K10m

MINIMUM TURNOVER REQUIRED

Maximum Annual Turnover in any one year during the past 5 years (Certified and/or Invoiced) should be 50% of the minimum limit on contract value of the grade and category applied for.

CATEGORY	GRADES							
	1	2	3	4	5	6	A	B
Category B	K27.5m	K12.5m	K6.5m	K4.5m	K0.00	K0.00	-	-
Category C	K30m	K15.0m	K10.0m	K6.5m	K0.00	K0.00	-	-
Category R	K75m	K30.0m	K15.0m	K10.0m	K0.00	K0.00	-	-
Category M	K75m	K17.5m	K15.0m	K6.5m	K0.00	K0.00	-	-
Category E	K75m	K20.0m	K15.0m	K6.5m	K0.00	K0.00	-	-
Category ME	K75m	K20.0m	K15.0m	K6.5m	K0.00	K0.00		-
Category S	-	-	-	-	-		K3.375m	K0.00

1. GENERAL BUILDING AND HOUSING						
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	A
Minimum Equipment Required						
20 Ton Tipper	6	4	2	-	-	2
Light Trucks	6	4	3	-	-	3
Utility Vans	10	7	5	2	1	5
Hoists	-	-	-	-	-	-
Mobile Concrete Mixers 6m ³ - 8m ³	2	1	-	-	-	-
Low Bed	1	-	-	-	-	-
2. GENERAL CIVIL ENGINEERING WORKS						
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	A
Minimum Equipment Required						
Bull Dozer	1	1	-	-	-	-
Excavator	1	1	-	-	-	-
TLB	2	1	1	-	-	1
20 Ton Tipper	6	4	2	-	-	2
Utility Vans	10	7	5	2	1	5
Hoists	-	-	-	-	-	-
Mobile Concrete Mixers 6m ³ - 8m ³	2	1	-	1	1	-
3. GENERAL ROADS AND EARTHWORKS						
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	A
Minimum Equipment Required						
Bulldozer	2	1	-	-	-	1
Excavator	3	2	1	-	-	2
Motor Grader	4	3	2	-	-	2
Water Bowser	5	3	2	-	-	-
Scraper	1	-	-	-	-	-
Asphalt Paver	2	1	-	-	-	1
Roller Compactor	5	4	1	-	-	2

Tipper/Dump Truck	6	4	2	-	-	1
Front End Loader	4	2	1	-	-	3
Utility Vehicle	6	4	3	2	1	-
3 ton Light Truck	-	-	-	-	-	-
Low Bed	1	-	-	-	-	-

4. GENERAL ELECTRICAL & TELECOMMUNICATION WORKS

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	A
Minimum Equipment Required						
Scaffolding	-	-	-	-	-	-
Pipe Benders/Threaders/Cutters	11	8	5	-	-	5
Complete Tool Box	15	11	8	-	-	8
Soldering Equipment/Climping Tools	6	5	4	-	-	4
Welding Equipment	3	2	2	-	-	2
Bench/ Hand Grinder	3	2	2	-	-	2
Bench Drill	2	1	1	-	-	1
5 to 20 Tonne Trucks	2	1	1	-	-	1
1 to 3.5 Tone Trucks	4	3	3	-	-	3
Compressor	1	1	1	-	-	1
Generator	3	2	1	-	-	1
Chain Block	5	4	2	-	-	2
Mobile Crane	1	1	1	-	-	1
Ladders/Climbing/Climbing Equipment	5	4	3	-	-	3
Lifting / Hoisting Equipment	2	1	1	-	-	1
Pole Wrenches	5	4	3	-	-	3
Testing Equipment (Set)	8	6	4	-	-	4
Stringing Machine	2	1	-	-	-	-
Tensioning	2	1	-	-	-	-
Basic hand tools						

5. GENERAL MECHANICAL ENGINEERING WORKS

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade A
Minimum Equipment Required						
Lathe	2	1	-	-	-	-
Bench Press	2	1	-	-	-	-
Milling Machine	1	-	-	-	-	-
Welding Machine	3	2	1	-	-	1
Drilling Machine	4	3	2	-	-	2

Compressor	5	4	3	-	-	3
Sand Blasting Equipment	2	1	-	-	-	-
Vans	10	8	6	-	-	6
Light Trucks	4	3	2	1	1	2
Articulated Trucks	2	1	-	-	-	-
Generator	10	8	6	-	-	6