

NATIONAL COUNCIL FOR CONSTRUCTION

REGISTRATION OF CONTRACTORS

HEAD OFFICE

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Email: registrar@ncc.org.zm

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P.O Box 23163

Kitwe, Zambia

Tel: +260-212-220590

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Email: regionalinspector@ncc.org.zm

Website: www.ncc.org.zm

APPLICATION FOR JOINT VENTURE CERTIFICATE

[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. Print clearly using ink. **Incomplete forms will not be processed**
- b) A joint venture certificate will be issued to two or more registered contractors whose NCC certifications are actively renewed, and are in good standing.
- c) The companies applying for the joint venture must attach certified copies of their current NCC certificates in the category in which they are registered.
- d) A joint venture certificate will be issued in any of the categories in which the entities are both registered
- e) The joint venture certificate will be automatically suspended or revoked during any period in which any individual entities comprising the joint venture have not actively renewed their NCC registration certificate.
- f) All Applicable Fees Must be Paid Directly to the National Council for Construction
- g) The joint venture certificate shall be renewed annually.
- h) Attach a separate sheet where space on the form is limited, for additional information.
- i) The penalty fee for late renewal is as follows: 25% of Annual registration fee, for January the current year; the subsequent months will attract a 2% cumulative increment.
- j) Applications can be deposited directly at NCC offices.

NAME OF JOINT VENTURE:

FOR NCC OFFICIAL USE ONLY

Date Application Form Received :

JV Registration Approved for **Grade** :

Category :

Date :

Application Not Approved due to :

- 1
- 2
- 3
- 4
- 5
- 6

Remarks

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

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.

DATE:

FIRST PARTY			
NAME AND ADDRESS OF COMPANY	TEL:	NCC GRADE:	
	FAX:	CATEGORY:	
	CELL:	PACRA NO.:	
NAME OF DIRECTOR / OWNER / PARTNER :			
	SIGNATURE		
SECOND PARTY			
NAME AND ADDRESS OF COMPANY	TEL:	NCC GRADE:	
	FAX:	CATEGORY:	
	CELL:	PACRA NO.:	
NAME OF DIRECTOR / OWNER / PARTNER :			
	SIGNATURE		
THIRD PARTY			
NAME AND ADDRESS OF COMPANY:	TEL:	NCC GRADE:	
	FAX:	CATEGORY:	
	CELL:	PACRA NO.:	
NAME OF DIRECTOR / OWNER / PARTNER :			
	SIGNATURE		

2.0 CATEGORIES OF CONSTRUCTION ACTIVITIES

- 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**.

MAIN CATEGORY	CODE	TICK (Only one per application)
1. GENERAL BUILDING & HOUSING	B	
2. GENERAL CIVIL ENGINEERING WORKS	C	
3. GENERAL ROADS & EARTHWORKS	R	
4. GENERAL MINING SERVICES	M	
5. GENERAL ELECTRICAL & TELECOMMUNICATION WORKS	E	
6. SPECIALIST WORKS SPECIFY FIELD OF SPECIALISATION:	Sa... to St	

3.0 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 selections in the boxes below:

GRADE (1,2,3,4,5 or 6)	MAIN CATEGORY (B,C,R,M, or E)	SPECIALIST WORKS (Sa,... to St)

THE JOINT VENTURERS MUST ATTACH COPIES OF THEIR CURRENT AND APPROPRIATE NCC CERTIFICATES

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, with references to particular articles.

4.0 JOINT VENTURE AGREEMENT

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 the 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:

4.0 DECLARATION BY THE APPLICANT

We declare that all the particulars and information provided in this Joint Venture application are complete, correct and true and 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 Joint Venture with the National Council for Construction will be terminated.

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

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

We declare that the premises that 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.

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.

1. _____
Name (Print) Signature Title/Designation

2. _____
Name (Print) Signature Title/Designation

3. _____
Name (Print) Signature Title/Designation

Before me:
Commissioner of Oaths/Notary Public

APPENDIX I

**GUIDELINES FOR JOINT VENTURE QUALIFICATION INTO THE VARIOUS CLASSIFICATION GRADES
(TO BE DISCUSSED AND HARMONISED IN A STAKEHOLDER MEETING 2ND WK OF DECEMBER 2010)**

**GUIDE FOR APPLICABLE FEES TO BE READ WITH THE FEE STRUCTURE TABLES BELOW (TO BE
DISCUSSED INTERNALLY)**

FEE STRUCTURE FOR FOREIGN COMPANIES OR FIRMS

CLASSIFICATION GRADE >	1	2	3
Application Form	FREE	FREE	FREE
Application Fee	K50,000,000	K37,500,000	K25,000,000
Annual Registration Fee	K100,000,000	K75,000,000	K50,000,000

FEE STRUCTURE FOR ZAMBIAN COMPANIES OR FIRMS

CLASSIFICATION GRADE >	1	2	3	4	5	6
Application Form	FREE	FREE	FREE	FREE	FREE	FREE
Application Fee	K400,000	K250,000	K200,000	K150,000	K100,000	K 50,000
Annual Registration Fee	K15,500,000	K11,625,000	K7,750,000	K1,875,000	K937,500	K625,000

**ALL FEES SHOULD BE PAID DIRECTLY TO THE NATIONAL COUNCIL FOR
CONSTRUCTION**

BANK DETAILS

Barclays Bank
Branch: Longacres
Account Name: National Council for
Construction
Account No: 17-5121854

Finance Bank
Branch: Lusaka Corporate
Account Name: National Council for Construction
Account No: 0010300544002