# SELECTION OF CONSULTANT

# REQUEST FOR PROPOSALS

## CONSULTANCY SERVICES TO CONDUCT A MARKET STUDY FOR THE PROPOSED DEVELOPMENT OF THE SHUUNGU NAMUTITIMA INTERNATIONAL CONVENTION CENTRE (SNICC) IN LIVINGSTONE.

**FOR**

**ZAMBIA INSTITUTE OF CHARTERED ACCOUNTANTS.**

**Issued on: November, 2026**

# SUMMARY DESCRIPTION

## REQUEST FOR PROPOSALS

### PART I – SELECTION PROCEDURES AND REQUIREMENTS

**Section 1: Letter of Invitation (LOI)**

This Section is a template of a letter from ZICA addressed to a prospective consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable regulations or policies of Government that govern the selection and award process.

**Section 2: Instructions to Consultants and Data Sheet**

This Section consists of two parts: "Instructions to Consultants" and "Data Sheet". "Instructions to Consultants" contains provisions that are to be used without modifications. "Data Sheet" contains information specific to each selection and corresponds to the clauses in "Instructions to Consultants" that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

**Section 3: Technical Proposal –Forms**

This Section includes the forms for FTP and STP that are to be completed by the prospective consultants and submitted in accordance with the requirements of Section 2.

**Section 4: Financial Proposal –Forms**

This Section includes the financial forms that are to be completed by the prospective consultants, including the consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

**Section 5: Eligible Countries**

This Section contains information regarding eligible countries.

**Section 6: Government's Policy – Corrupt and Fraudulent Practices**

This Section provides prospective consultants with the reference to Government's policy in regard to corrupt and fraudulent practices applicable to the selection process. This Section is also incorporated in the contract forms (Section 8) as Attachment 1.

### Section 7: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

## PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

### Section 8: Contract Forms

This Section includes two types of contract forms for large or complex assignments: A Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC include clauses specific to this contract to supplement the General Conditions.

Each of the contract form of incorporates "Bank's Policy – Corrupt and Fraudulent Practices" (Section 6 of Part I) in a form of Attachment 1.

# SELECTION OF CONSULTANTS

# REQUEST FOR PROPOSALS

## RFP No.: ZICA/DFI/TD/0015/2026

## Selection of Consulting Services for:

To conduct a market study for the proposed development of the Shuungu Namutitima International Convention Centre (SNICC) in Livingstone.

**Client:** Zambia Institute of Chartered Accountants
ZAMBIA

## Project/Programme:

Market study for the proposed development of the Shuungu Namutitima International Convention Centre (SNICC) in Livingstone.

**Issued on: 12th November 2026**

# Preface

This Request for Proposals ("RFP") has been prepared by ZICA and is based on the Standard Request for Proposals ("SRFP") issued by the Zambia Public Procurement Authority, dated August 2012.

The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants ("Master Document") prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the respective institutions have required a change.

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# PART I

## Section 1: Letter of Invitation

**RFP No: ZICA/DFI/TD/0015/2026: CONSULTANCY SERVICES TO CONDUCT A MARKET STUDY FOR THE PROPOSED DEVELOPMENT OF THE SHUUNGU NAMUTITIMA INTERNATIONAL CONVENTION CENTRE (SNICC) IN LIVINGSTONE.**

1. The Zambia Institute of Chartered Accountants (ZICA) has allocated funds from the 2026 Budget and intends to apply the funds to eligible payments under the contract for which this Request for Proposals (RFP) is issued. Payments by ZICA will be made only at the request of the Authorized Representative, and will be subject, in all respects, to the terms and conditions of the Contract.

2. ZICA now invites proposals to provide the following consulting services (hereinafter called "Services"): **Request for proposals for consultancy services to conduct a Market study for the proposed development of the Shuungu Namutitima International Convention Centre (SNICC) in Livingstone.**

3. This Request for Proposals (RFP) is open to eligible Bidders.

4. Bidding will be conducted using the Open National Selection (ONS) and is open to Bidders eligible as defined in the Bidding Documents, that meet the minimum qualifications.

5. Interested Consultants are required to pay a non- refundable fee of Zambian Kwacha (K500.00) or its equivalent in any freely convertible currency.

6. It is not permissible to transfer this invitation to any other firm that has no eligibly obtaining the solicitation document

7. A firm will be selected under Quality and Cost Based Selection procedures and in a Full Technical Proposal (FTP) format as described in the solicitation document.

8. The Consultant should provide proof of establishment and legal registration of their business under the Laws of Zambia.

9. The RFP includes the following documents:

Section 1 -Letter of Invitation
Section 2 -Instructions to Consultants and Data Sheet
Section 3 –Full Technical Proposal (FTP) -Standard Forms
Section 4 -Financial Proposal -Standard Forms

Section 5 –Eligible Countries
Section 6 –Government's Policy –Corrupt and Fraudulent Practices
Section 7 -Terms of Reference
Section 8 -Standard Forms of Contract (Lump-Sum)

10. The bidding documents may also be downloaded by interested bidders from the ZICA website under "Tenders".

11. The closing date for the receipt of Request for Proposals is 27th November 2026 at 10:00 hour's local time. Bids will be opened thereafter.

Bidders should pay attention to the following:

| No. | Description | Date |
|---|---|---|
| 1 | Date of Publication of Tender | 12th November 2026 |
| 2 | Last Date for requesting any clarifications | 20th November 2026 at 16:00hrs |
| 3 | Last Date and Time for receipting of bids at ZICA | 27th November 2026 at 10:00hrs |
| 4 | Date and Time of opening of bids | 27th November 2026 at 10:00hrs |

**Secretary – Procurement Committee**
**For Secretary and Chief Executive Officer**

# Section 2. Instructions to Consultants and Data Sheet

*["Notes to the Client": this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].*

## A. General Provisions

**Definitions**

(a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) "Applicable Regulations" means the Public Procurement Regulations, Statutory Instrument N$^{o.}$ 63 of 2011 governing the selection and Contract award process as set forth in this RFP.

(c) "Applicable Law" means the Laws of Zambia and any other instruments having the force of law in Zambia as they may be issued and in force from time to time.

(d) "Client" means the Procuring Entity or implementing agency that signs the Contract for the Services with the selected Consultant.

(e) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(f) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

(g) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

(h) "Day" means a calendar day.

(i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(j) "Government" means the government of the Republic of Zambia, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2008.

(k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

(m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

(n) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.

(o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(q) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

(r) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(s) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while

remaining responsible to the Client during the performance of the Contract.

(u) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

**Introduction**

The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

**Conflict of Interest**

The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting activities**

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting assignments**

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

**c. Conflicting relationships**

(iii) Relationship with the Client's staff: a Consultant that has a close business or family relationship with a professional staff of the Procuring Entity (or of the Client, or of implementing agency, or of a recipient of a part of the Government's financing) who are directly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the selection process and the execution of the Contract.

**Unfair Competitive Advantage**

Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**Corrupt and Fraudulent Practices**

5.1 The Government requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Government to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an

award), and to have them audited by auditors appointed by the Government.

**Eligibility**

The Government permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Government-financed projects.

Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Government.

As an exception to the foregoing Clauses 6.1 and 6.2 above:

**a. Sanctions**

A firm or an individual sanctioned, shall be ineligible to be awarded a Government-financed contract, or to benefit from a Government-financed contract, financially or otherwise, during such period of time as ZPPA shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

**b. Prohibitions**

Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, 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 provision of Services required; or

(b) 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, the Government prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions for Government-owned Enterprises**

6.3.3 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 34 of the Public Procurement Act of 2008.

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 34(2) of the Public Procurement Act of 2008.

**d. Restrictions for public employees**

6.3.4 Government officials and civil servants of Zambia are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of Zambia, and they:

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in Zambia, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

## B. Preparation of Proposals

**General Considerations**

In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**Cost of Preparation of Proposal**

The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

**Language**

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in **English**.

**Documents Comprising the Proposal**

The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**Only One Proposal**

The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

**Proposal Validity**

**The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

**a. Extension of Validity Period**

The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of Key Experts at Validity Extension**

If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

**c. Sub-Contracting**

The Consultant shall not subcontract the whole of the Services.

**Clarification and Amendment of RFP**

The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission

deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**Preparation of Proposals – Specific Considerations**

While preparing the Proposal, the Consultant must give particular attention to the following:

If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**Technical Proposal Format and Content**

The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data**

**Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**Financial Proposal** The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Price Adjustment** For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

**b. Taxes** The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in Zambia is provided in the **Data Sheet**.

**c. Currency of Proposal** The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of Payment** Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

## C. Submission, Opening and Evaluation

**Submission, Sealing, and Marking of Proposals**

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power

of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal

or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

**Confidentiality**

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or ZPPA on any matter related to the selection process, it should do so only in writing.

**Opening of Technical Proposals**

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission

deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

**Proposals Evaluation**

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**Evaluation of Technical Proposals**

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

**Financial Proposals for QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

**Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**

23.1 After the technical evaluation is completed and has been approved, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and

location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

**Correction of Errors**

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

**a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum Contracts**

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price

adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

**Taxes**

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in Zambia in accordance with the instructions in the **Data Sheet**.

**Conversion to Single Currency**

For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**Combined Quality and Cost Evaluation**

**a. Quality- and Cost-Based Selection (QCBS)**

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

**b. Fixed-Budget Selection (FBS)**

In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

**c. Least-Cost Selection**

In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

## D. Negotiations and Award

**Negotiations**

The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

**a. Availability of Key Experts**

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical negotiations**

The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial negotiations**

The negotiations include the clarification of the Consultant's tax liability in Zambia and how it should be reflected in the Contract.

If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with ZPPA.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

**Conclusion of Negotiations**

The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained approval, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

**Award of Contract**

After completing the negotiations the Client shall obtain approval to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

# Instructions to Consultants

## E. Data Sheet

| A. General | |
|---|---|
| **ITC Clause Reference** | |
| **2.1** | **Name of the Client:** Zambia Institute of Chartered Accountants<br><br>**Method of selection**: Quality and Cost Based Selection (QCBS) as per<br><br>**Applicable Regulations**: http://www.ppa.org.zm |
| **2.2** | **Financial Proposal to be submitted together with Technical Proposal**: Yes<br><br>**The name of the assignment is:** Tender for Consultancy Services to conduct a Market study for the proposed development of the Shuungu Namutitima International Convention Centre (SNICC) in Livingstone. |
| **2.3** | **A pre-proposal conference will not be held** |
| **2.4** | The Client will provide the Terms of Reference (TORs) to facilitate the preparation of the Proposal and information relevant to the services required.<br><br>Additional Information on ZICA that may be of relevance to interested Consultants can be obtained via ZICA Website at: https://www.zica.co.zm/ or procurement@zica.co.zm |
| **6.3.1** | **A list of debarred firms and individuals is available at**: http://www.ppa.org.zm |
| **B. Preparation of Proposals** | |
| **10.1** | **The Proposal shall comprise the following**:<br><br>**For FULL TECHNICAL PROPOSAL (FTP):**<br>**1st Inner Envelope with the Technical Proposal:**<br>1. TECH-1<br>2. TECH-2<br>3. TECH-3 |

| | |
|---|---|
| | 4. TECH-4<br>5. TECH-5<br>6. TECH-6<br><br>AND<br><br>**2d Inner Envelope with the Financial Proposal:**<br>(1) FIN-1<br>(2) FIN-2<br>(3) FIN-3<br>(4) FIN-4<br>(5) Statement of Undertaking |
| **10.2** | **Statement of Undertaking is required**<br>Yes |
| **11.1** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible** |
| **12.1** | **Proposal must remain valid for 90** calendar days after the proposal submission deadline on 27th November 2026. |
| **13.1** | ***The clarification requests must be received at 16:00 hours on or before 20th November 2026 through email to procurement@zica.co.zm .*** |
| **14.1.1** | **Shortlisted Consultants shall not associate with non-shortlisted consultant(s)** |
| **14.1.2** (do not use for Fixed Budget method) | **Estimated input of Key Experts' time-input: ____N/A_____person-months.** |
| **14.1.3** for time-based contracts only | **The Consultant's Proposal must include the minimum Key Experts' time-input in person days.** |
| **14.1.4 and 27.2** | **The total available budget for this Fixed-Budget assignment is:N/A** |

| | |
|---|---|
| use for Fixed Budget method | |
| **15.2** | The format of the Technical Proposal to be submitted is:<br>FTP<br><br>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **16.1** | The Financial Proposal shall take into account all costs associated with the assignment, including, but not limited to;<br>(a) Remuneration for Key Experts and Non-Key Experts<br>(b) Reimbursable expenses. |
| **16.2** | **A price adjustment provision shall not apply to remuneration rates** |
| **16.3** | **ZICA has NOT obtained any exemption for the Consultant from payment of any tax in Zambia.**<br><br>**Information on the Consultant's tax obligations in Zambia can be found at** *[Zambia Revenue Authority www.zra.org ]* |
| **16.4** | **The Financial Proposal shall be stated in the following currencies:**<br><br>**The Financial Proposal should state local costs in Zambian Kwacha.** |
| **C. Submission, Opening and Evaluation** | |
| **17.1** | **The Consultants shall have the option of submitting their Proposals :**<br><br>**Zambia Institute of Chartered Accountants**<br>**Accountants Park**<br>**Plot No. 2374/a**<br>**Thabo Mbeki Road**<br>**Lusaka** |
| **17.4** | **The Consultant must submit:**<br>(a) **Technical Proposal**<br>(b) **Financial Proposal** |
| **17.7 and 17.9** | **Bids must be submitted to:**<br><br>**Zambia Institute of Chartered Accountants**<br>**Accountants Park** |

| | |
|---|---|
| | **Plot No. 2374/a**<br>**Thabo Mbeki Road**<br>**Lusaka**<br><br>**Three copies of the bids must be bound and sealed in clearly marked envelopes**<br><br>**The deadline for the submission of bids is:**<br>**Date: 27th November 2026**<br>**Time: 10:00 hours** |
| **19.1** | **The bids shall be opened thereafter at :**<br><br>**Zambia Institute of Chartered Accountants**<br>**Accountants Park**<br>**Plot No. 2374/a**<br>**Thabo Mbeki Road**<br>**Lusaka**<br><br>**Date: 27th November 2026**<br>**Time: *10:00 hours*** |
| **19.2** | **In addition, the following information will be read aloud at the opening of the Technical Proposals**<br>**i) the name of the Consultant or**<br>**ii) the presence or absence of a duly submitted Technical Proposal, with the Financial Proposal;**<br>**iii) any modifications to the Proposal submitted prior to proposal submission deadline** |
| **21.1**<br>(for FTP) | Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:<br><br>**CRITERIA**<br>**A. Preliminary responsiveness**<br><br>1. Certificate of Incorporation/Registration<br>2. 2025 PACRA Annual Return Form<br>3. Valid 2026 Tax Clearance Certificate from ZRA;<br>4. Valid 2026 NAPSA Compliance Certificate<br>5. Written Power of Attorney/letter of authorization of the signatory of the Bid to commit the Bidder. The full names and specimen signature of the appointed person committing the bid must be provided. The full |

names, designations and signatures of the appointing authorities must be clearly indicated on the Power of Attorney.

6. Signed Bid Submission Form by representative in accordance with Sample Form in SBD
7. Signed Bid Securing Declaration form for five (5No.) years as per sample provided
8. Signed Bid Validity Form for 90 Days

**B. Mandatory**

**Requirements**

1. Consultant will be expected to comprehensively comply with the Terms of Reference (TORs) as provided.
2. Detailed Description of the approach, methodology and work plan for performing the assignment. Refer to Form Tech 4
3. Work schedule and planning for deliverables. Refer to Form Tech 5
4. Team Composition, Key experts input and attach dated and signed Curriculum Vitae (CV) in the format give in form Tech 6.
5. The CVs should be signed by both the proposed staff and the Authorized representative.
6. Consultant/firm must provide relevant experience of similar completed assignments in the last five (5) years
7. Two reference letters signed by the clients showing proof of having carried out similar assignments with eight years of relevant experience in hospitality, market study, real estate advisory or corporate finance experience in Sub-Saharan Africa, supported by comparable assignments and references.

Points

(i) **Specific experience of the Consultant (as a firm) relevant to the Assignment: Must have undertaken services of a similar nature in the last five (5) years** *[30]*

(ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):** *[30]*

| | |
|---|---|
| a) Methodology and approach | 10 |
| b) Proposed work plan | 10 |
| c) Understanding of the Terms of Reference | 10 |

| | |
|---|---|
| | *{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}*<br><br>(iii) **Key Experts' qualifications and competence for the Assignment:** *{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}*<br>*a) Lead Partner K-1:* *[25]*<br>*b) Project Manager K-2:* *[10]*<br>*c) Technical Assistants K-3:* *[05]*<br>***Must be accompanied by detailed Curriculum Vitae (CVs) and years of experience***<br><br>**Total points for criterion (iii):** *[40]*<br><br>**Total points for the criteria*:*** **100**<br><br>**The minimum technical score (St) required to pass is**: *75*<br><br>***NOTE: The minimum qualifying technical score to proceed to financial evaluation is 75 points. All bidders that fail to achieve the minimum score shall not be considered for the evaluation of financial proposals*** |
| **23.1** | **An online option of the opening of the Financial Proposals is offered:** No |
| **25.1** | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in Zambia.<br><br>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant. |
| **26.1** | **The single currency for the conversion of all prices expressed in various currencies into a single one is** Zambian Kwacha<br><br>**The official source of the selling (exchange) rate is**: Bank of Zambia<br><br>**The date of the exchange rate is: N/A** |

| | |
|---|---|
| **27.1 (QCBS only)** | **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**<br><br>**The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**<br><br>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.<br><br>**The weights given to the Technical (T) and Financial (P) Proposals are**:<br>**T** = _____ [*80t*], and<br>**P** = _____[*20*]<br><br>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. |
| | **D. Negotiations and Award** |
| **28.1** | **Expected date and address for contract negotiations:**<br>**Date**: December 2026<br>**Address:**<br>ZICA<br>Accountants Park<br>2374/A Thabo Mbeki Road<br>P.O Box 32005,<br>Lusaka<br>Zambia<br>Tel: +260-211-374551-9 |
| **30.1** | **The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: *www.zica.co.zm and letter to participating Consultant***<br><br>The publication will be done within seven (7) days **after the contract signing.** |
| **30.2** | **Expected date for the commencement of the Services:**<br>**Date**: December 2027 |

# Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### CHECKLIST OF REQUIRED FORMS

| Required for FTP or STP (√) | | FORM | DESCRIPTION | *Page Limit* |
|---|---|---|---|---|
| FTP | STP | | | |
| √ | √ | TECH-1 | Technical Proposal Submission Form. | |
| "√ " If applicable | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. | |
| "√" If applicable | | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members | |
| √ | | TECH-2 | Consultant's Organization and Experience. | |
| √ | | TECH-2A | A. Consultant's Organization | |
| √ | | TECH-2B | B. Consultant's Experience | |
| √ | | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. | |
| √ | | TECH-3A | A. On the Terms of Reference | |
| √ | | TECH-3B | B. On the Counterpart Staff and Facilities | |
| √ | √ | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | |
| √ | √ | TECH-5 | Work Schedule and Planning for Deliverables | |
| √ | √ | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) | |

**All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.**

# FORM TECH-1

## TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:* "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" *or, if only a Technical Proposal is invited* "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.*"].*

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by ZPPA.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt and fraudulent practices as per ITC 5.

(e) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following:* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.*]*

(f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
Name of Consultant (company's name or JV's name):
In the capacity of: _____

Address: _____
Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

## CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

## A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

## B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last *[.....]* years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

| Duration | Assignment name/& brief description of main deliverables/outputs | Name of Client & Country of Assignment | Approx. Contract value (in US$ equivalent)/ Amount paid to your firm | Role on the Assignment |
|---|---|---|---|---|
| | | | | |
| {e.g., Jan.2009–Apr.2010} | {e.g., "Improvement quality of.....": designed master plan for rationalization of .....; } | {e.g., Ministry of ....., country} | {e.g., US$1 mill/US$0.5 mill} | {e.g., Lead partner in a JV A&B&C} |
| | | | | |
| {e.g., Jan-May 2008} | {e.g., "Support to sub-national government....." : drafted secondary level regulations on.....} | {e.g., municipality of....., country} | {e.g., US$0.2 mil/US$0.2 mil} | {e.g., sole Consultant} |
| | | | | |

## FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

## COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

### A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

### B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

## FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

## DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing}

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

## FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

## DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

*a)* ***Technical Approach, Methodology, and Organization of the Consultant's team***. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

*b)* ***Work Plan and Staffing***. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

*c)* ***Comments (on the TOR and on counterpart staff and facilities)***

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

# FORM TECH-5 (FOR FTP AND STP)

## WORK SCHEDULE AND PLANNING FOR DELIVERABLES

| N° | Deliverables [1] (D-..) | Months | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | ..... | n | TOTAL |
| **D-1** | {e.g., Deliverable #1: Report A | | | | | | | | | | | | |
| | 1) data collection | | | | | | | | | | | | |
| | 2) drafting | | | | | | | | | | | | |
| | 3) inception report | | | | | | | | | | | | |
| | 4) incorporating comments | | | | | | | | | | | | |
| | 5) ..... | | | | | | | | | | | | |
| | 6) delivery of final report to Client} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| **D-2** | {e.g., Deliverable #2:.....} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| **n** | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

# FORM TECH-6 (FOR FTP AND STP)

## TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

| N° | Name | Expert's input (in person/month) per each Deliverable (listed in TECH-5) | | | | | | | | | | Total time-input (in Months) | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Position | | D-1 | D-2 | D-3 | ..... | D-... | | | | Home | Field | Total |
| **KEY EXPERTS** | | | | | | | | | | | | | | |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | [*Home*] | [2 month] | [1.0] | [1.0] | | | | | | | | |
| | | | [*Field*] | [0.5 m] | [2.5] | [0] | | | | | | | | |
| K-2 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| K-3 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | **Subtotal** | | | | | | |
| **NON-KEY EXPERTS** | | | | | | | | | | | | | | |
| N-1 | | | [*Home*] | | | | | | | | | | | |
| | | | [*Field*] | | | | | | | | | | | |
| N-2 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | **Subtotal** | | | | | | |
| | | | | | | | | **Total** | | | | | | |

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Zambia or any other country outside the expert's country of residence.


Full time input

Part time input

# FORM TECH-6
# (CONTINUED)

# CURRICULUM VITAE (CV)

| | |
|---|---|
| **Position Title and No.** | {e.g., K-1, TEAM LEADER} |
| **Name of Expert:** | {Insert full name} |
| **Date of Birth:** | {day/month/year} |
| **Country of Citizenship/Residence** | |

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

_____

_____

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

| Period | Employing organization and your title/position. Contact infor for references | Country | Summary of activities performed relevant to the Assignment |
|---|---|---|---|
| [e.g., May 2005-present] | [e.g., Ministry of ……, advisor/consultant to…<br><br>For references: Tel……/e-mail……; Mr. Hbbbbb, deputy minister] | | |
| | | | |
| | | | |

**Membership in Professional Associations and Publications:**

_____

**Language Skills (indicate only languages in which you can work):** _____

_____

**Adequacy for the Assignment:**

| **Detailed Tasks Assigned on Consultant's Team of Experts:** | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
|---|---|
| **{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)** | |
| | |
| | |

**Expert's contact information:** (e-mail ……., phone……)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by ZPPA.

{day/month/year}

Name of Expert | Signature | Date

{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal) | Signature | Date

# Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

| | |
|---|---|
| FIN-1 | Financial Proposal Submission Form |
| FIN-2 | Summary of Costs |
| FIN-3 | Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method |
| FIN-4 | Reimbursable expenses |

# FORM FIN-1
## FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|---|---|---|
| | | |
| | | |

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

# FORM FIN-2 SUMMARY OF COSTS

| Item | Cost | | | |
|---|---|---|---|---|
| | {Consultant must state the proposed Costs in accordance with Clause **16.4 of the Data Sheet**; delete columns which are not used} | | | |
| | *{Insert Foreign Currency # 1}* | *{Insert Foreign Currency # 2, if used}* | *{Insert Foreign Currency # 3, if used}* | *{Insert Local Currency, if used and/or required (16.4 Data Sheet}* |
| **Cost of the Financial Proposal** | | | | |
| Including: | | | | |
| (1) **Remuneration** | | | | |
| (2) **Reimbursables** | | | | |
| **Total Cost of the Financial Proposal:** {Should match the amount in Form FIN-1} | | | | |
| **Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded** | | | | |
| (i) {insert type of tax e.g., VAT or sales tax} | | | | |
| (ii) {e.g., income tax on non-resident experts} | | | | |
| (iii) {insert type of tax} | | | | |
| Total Estimate for Indirect Local Tax: | | | | |

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).**

## FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

**A. Remuneration** _____

| No. | Name | Position (as in TECH-6) | Person-month Remuneration Rate | Time Input in Person/Month (from TECH-6) | {*Currency # 1- as in FIN-2*} | {*Currency # 2- as in FIN-2*} | {*Currency# 3- as in FIN-2*} | {*Local Currency- as in FIN-2*} |
|---|---|---|---|---|---|---|---|---|
| ____ | **Key Experts** | | | | | | | |
| K-1 | | | [*Home*] | | | | | |
| ____ | | | [*Field*] | | | | | |
| K-2 | | | | | | | | |
| ____ | | | | | | | | |
| ____ | | | | | | | | |
| ____ | | | | | | | | |
| ____ | | | | | | | | |
| ____ | | | | | | | | |
| ____ | **Non-Key Experts** | | | | | | | |
| N-1 | | | [*Home*] | | | | | |
| N-2 | | | [*Field*] | | | | | |
| ____ | | | | | | | | |
| ____ | | | | | | | | |
| ____ | | | | | | | | |
| | | | | Total Costs | | | | |

# Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

## 1. Review of Remuneration Rates

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave x } 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

(v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

# Sample Form

Consultant: Country:
Assignment: Date:

## Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____
[Name of Consultant]

_____ _____
Signature of Authorized Representative Date

Name: _____

Title: _____

## Consultant's Representations Regarding Costs and Charges
## (Model Form I)

(Expressed in {insert name of currency*})

| Personnel | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|---|
| Name | Position | Basic Remuneration Rate per Working Month/Day/Year | Social Charges[1] | Overhead [1] | Subtotal | Profit[2] | Away from Home Office Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour[1] |
| Home Office | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Client's Country | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

## FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

**B. Reimbursable Expenses**

| N° | Type of Reimbursable Expenses | Unit | Unit Cost | Quantity | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
|---|---|---|---|---|---|---|---|---|
| | {e.g., Per diem allowances**} | {Day} | | | | | | |
| | {e.g., International flights} | {Ticket} | | | | | | |
| | {e.g., In/out airport transportation} | {Trip} | | | | | | |
| | {e.g., Communication costs between Insert place and Insert place} | | | | | | | |
| | { e.g., reproduction of reports} | | | | | | | |
| | {e.g., Office rent} | | | | | | | |
| | ..... | | | | | | | |
| | {Training of the Client's personnel – if required in TOR} | | | | | | | |
| | | | | Total Costs | | | | |

Legend:
"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

# Section 5. Eligible Countries

**In reference to ITC6.3.2,** for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection: None

# Section 6. Bank Policy – Corrupt and Fraudulent Practices

"**Fraud and Corruption**

1.23 It is the Government's policy to require that Procuring Entities (including beneficiaries of Government funds), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Government-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Government:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[1];

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation[2];

(iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[3];

(iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[4];

(v) "obstructive practice" is

---

[1] For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

[2] For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

[3] For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

[4] For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Government's inspection and audit rights;

(b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a recipient of any part of the proceeds were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to address such practices when they occur, including by failing to inform the Government in a timely manner they knew of the practices;

(d) will sanction a firm or an individual at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a nominated[5] sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Government-financed contract.

[5] A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

# Section 7. Terms of Reference

**Market Study for the Proposed Shuungu Namutitima International Convention Centre (SNICC) Development in Livingstone**

## Purpose

The Zambia Institute of Chartered Accountants (ZICA) invites technical and financial proposals from qualified consulting firms or consortia to undertake a market study for the proposed SNICC development in Livingstone, on approximately 103 hectares of land (subject to confirmation against title and survey records). The study shall establish demand and recommend the appropriate scale, facility mix, positioning, pricing and development phases for convention, hospitality, exhibition and related facilities.

## Scope of work

- Economic and regulatory environment: Review growth, inflation, exchange rates and tourism trends affecting Zambia and Livingstone. Assess the Zambia National Tourism Policy, Zambia Development Agency incentives, taxes and Livingstone planning requirements. Review developments at Harry Mwaanga Nkumbula International Airport, the Kazungula Bridge corridor and roads; verify project status.
- Demand: Analyse historical tourist and business arrivals, length of stay, domestic, SADC and international origin markets, and seasonality. Assess corporate, leisure, government retreat, NGO and international conference demand. Identify MICE gaps in capacity, hybrid technology, interpretation and banqueting. Forecast annual room nights and events over 10 years, with SNICC's realistic market share.
- Competition: Map existing and planned hotels, lodges and conference venues in Livingstone and Victoria Falls, Zimbabwe, including expansions. Compare star or service category, rooms, capacity, prices and target markets. Benchmark Average Daily Rate (ADR), occupancy and Revenue per Available Room (RevPAR) across low, peak and conference seasons.
- Facility and positioning: Recommend facility size, room count, star classification and product mix, including standard rooms, suites and executive lounges where justified. Specify plenary, breakout, boardroom and outdoor capacities, exhibition space, acoustics and technology needs. Recommend positioning and pricing for primary and secondary target segments and demand-led development phases.

## Methodology

Combine desk research, site visits and consultations with prospective customers, event organisers, tourism bodies and operators. Propose interview and competitor coverage for agreement at inception. Provide traceable sources, explain data limitations and distinguish facts from estimates. MICE means meetings, incentives, conferences and exhibitions.

**Deliverables and duration**

- Inception report with methodology, work plan, consultation coverage, data requirements and delivery dates.
- Draft market study with demand forecasts, competition analysis, recommended facility mix, positioning, pricing and development phases.
- Final report and presentation addressing ZICA's comments and recommending whether to proceed, revise, phase or defer the development, with supporting evidence and conditions.

Complete the assignment within 8 weeks of contract commencement, excluding ZICA's review periods. ZICA shall provide consolidated comments within five working days of each submission; these review periods are additional to the eight-week delivery period. Propose milestone dates and prioritise early market findings. Submit fortnightly progress updates, reports in Word and PDF, the model in Excel and supporting data in editable formats.

**Coordination and acceptance**

Report to ZICA's designated representative. ZICA shall provide available project information. Coordinate market requirements, operating assumptions, and timing with the feasibility consultant where appointed.

ZICA shall accept deliverables in writing after review. Project decisions remain with the Projects Investment Committee within its mandate.

**Qualifications and experience**

- Legally registered firm or consortium with at least eight years of relevant hospitality, market study, real estate advisory or corporate finance experience in Sub-Saharan Africa, supported by comparable assignments and references.
- Demonstrated knowledge of Zambia's hospitality market, particularly Livingstone and the SADC MICE market, and a track record in hospitality or commercial property financial modelling, including NPV and IRR.
- Team leader with a master's degree in Business Administration, Finance, Economics, Hospitality Management or a related field, or an equivalent professional qualification with at least five years of experience in similar real estate or hospitality market assignments. The team shall include market research, hospitality and financial modelling specialists, each with at least five years of relevant experience, and a MICE specialist with at least three years of relevant experience. Experts may cover multiple roles if they meet each role's minimum experience requirement.

# PART II

# Section 8. Conditions of Contract and Contract Forms

## Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Standard Request for Proposals (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).

2. **Time-Based Contract**. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.

3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts for which this SRFP is deemed to be suitably appropriate by the Procuring Entity.

**S T A N D A R D  F O R M  O F  C O N T R A C T**

# Consultant's Services

Lump-Sum

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# Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Government's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.

2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

# CONTRACT FOR CONSULTANT'S SERVICES

## Lump-Sum

# I. Form of Contract

## LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows:* "…(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received funds from the [*insert source of financing*: toward the cost of the Services and intends to apply a portion of the proceeds to eligible payments under this Contract, it being understood that (i) payments by the Client will be made only at the request of the Authorized Representative and upon approval by the Controlling Officer or Chief Executive Officer; (ii) such payments will be subject, in all respects, to the terms and conditions of the Contract, including prohibitions of withdrawal from the funds for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the Contract or have any claim to the proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract;

(b) The Special Conditions of Contract;
(c) Appendices:

Appendix A: Terms of Reference
Appendix B: Key Experts
Appendix C: Breakdown of Contract Price
Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

_____

*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

_____

*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

_____

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

# II. General Conditions of Contract

## A. General Provisions

**1. Definitions**

1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Regulations" means Public Procurement Regulations, Statutory Instrument No. 63 of 2011.

(b) "Applicable Law" means the Laws of Zambia and any other instruments having the force of law in Zambia, as they may be issued and in force from time to time.

(c) "Client" means the Procuring Entity or implementing agency that signs the Contract for the Services with the Selected Consultant.

(d) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(e) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(f) "Day" means a working day unless indicated otherwise.

(g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(i) "Foreign Currency" means any currency other than the currency of Zambia.

(j) "GCC" means these General Conditions of Contract.

(k) "Government" means the government of Zambia.

(l) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the

JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(n) "Local Currency" means the currency of Zambia.

(o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(p) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. Law Governing Contract**

1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**4. Language**

1. This Contract has been executed in **English**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**5. Headings**

1. The headings shall not limit, alter or affect the meaning of this Contract.

**6. Communications**

1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized

representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

**7. Location**

1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**8. Authority of Member in Charge**

1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized Representatives**

1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.**

**10. Corrupt and Fraudulent Practices**

.1. The Government requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.

**a. Commissions and Fees**

.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by ZPPA.

## B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

**11. Effectiveness of Contract**

.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

**12. Termination of Contract for Failure to Become Effective**

.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**13. Commencement of Services**

.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

**14. Expiration of Contract**

.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

**15. Entire Agreement**

.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**16. Modifications or Variations**

.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

.2. In cases of substantial modifications or variations, the prior written consent of ZPPA is required.

**17. Force Majeure**

**a. Definition**

.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative

measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

**18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

**19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

**a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client,

in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

(a) payment for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law Applicable to Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Zambia when

(a) as a matter of law or official regulations, the Government prohibits commercial relations with that country; or

(b) 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, the Government prohibits

any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of Interests**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to Disclose**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that

**Conflicting Activities**

impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**22. Confidentiality**

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.

**24. Insurance to be Taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Government and/or persons appointed by the Government to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Government if requested by the Government. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ZPPA's prevailing sanctions procedures.)

**26. Reporting Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights of the Client in Reports and Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into Zambia for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

## D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

**29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**

**30. Replacement of Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of Experts or Sub-consultants**

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## E. OBLIGATIONS OF THE CLIENT

**32. Assistance and Exemptions**

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry

and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Zambia according to the applicable law in Zambia.

(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Zambia, of bringing into Zambia reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

**33. Access to Project Site**

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**Change in the Applicable Law Related to Taxes and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in Zambia with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

**35. Services, Facilities and Property of the Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.**

**36. Counterpart Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**37. Payment Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

## F. PAYMENTS TO THE CONSULTANT

**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**39. Taxes and Duties**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**40. Currency of Payment**

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

**41. Mode of Billing and Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report l have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole

Services nor relieve the Consultant of any obligations hereunder.

**42. Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**

## G. Fairness and Good Faith

**43. Good Faith**

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## H. Settlement of Disputes

**44. Amicable Settlement**

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

**45. Dispute Resolution**

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

# II. General Conditions

## Attachment 1: Government's Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

"**Fraud and Corruption**

1.23 It is the Government's policy to require that Procuring Entities (including beneficiaries of Government funds), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Government-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Government:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[6];

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation[7];

(iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[8];

[6] For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

[7] For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

[8] For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[9];

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Government's inspection and audit rights;

(b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a recipient of any part of the proceeds were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to address such practices when they occur, including by failing to inform the Government in a timely manner they knew of the practices;

(d) will sanction a firm or an individual at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a nominated[10] sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Government-financed contract.

[9] For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

[10] A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

# III. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
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| **1.1(b) and 3.1** | **The Contract shall be construed in accordance with the laws of the Republic of Zambia**. |
| **6.1 and 6.2** | **The addresses are:**<br><br>Client :<br>**ZICA**<br>**Accountants Park**<br>**2374/A Thabo Mbeki Road**<br>**P.O Box 32005,**<br>**Lusaka**<br>**Zambia**<br>**Tel: +260-211-374551-9**<br><br>Consultant : _____<br>_____<br>Attention : _____<br>Facsimile : _____<br>E-mail (where permitted) :_____ |
| **8.1** | **N/A** |
| **9.1** | **The Authorized Representatives are:**<br><br>**For the Client: Director Finance & Investments.**<br><br>**For the Consultant:** *[name, title]*_____ |
| **11.1** | **The effectiveness conditions are the following**: the signing and witnessing of the contract by both parties thus confirming acceptance<br><br>**Notwithstanding the overall contract duration, continuation of the services beyond each contract year shall be subject to an annual performance review conducted by the Procuring Entity. Renewal for the subsequent contract year shall be confirmed only where the service provider has demonstrated satisfactory performance and continued compliance with the terms and conditions of the contract.** |

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| **12.1** | **Termination of Contract for Failure to Become Effective:**<br><br>**The time period shall be three (3) months from the date of execution of contract** |
| **13.1** | **Commencement of Services: After contract signing**<br><br>**The number of days shall be as agreed by both parties.**<br><br>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:**<br><br>**The time period shall be** after service completion. |
| **21 b.** | **The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3**<br><br>Yes |

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| **23.1** | The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:<br><br>**"Limitation of the Consultant's Liability towards the Client:**<br><br>**(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:**<br><br>**(i) for any indirect or consequential loss or damage; and**<br><br>**(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;**<br><br>**(b) This limitation of liability shall not**<br><br>**(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;**<br><br>**(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in Zambia** |
| **24.1** | **The insurance coverage against the risks shall be as follows:**<br><br>**(a) Professional liability insurance, with a minimum coverage of** TBA<br><br>(c) Third Party liability insurance, with a minimum coverage of *TBA*<br><br>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in Zambia, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and<br><br>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. |

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| **27.1** | *N/A* |
| **27.2** | **Neither Party shall use these *documents and software* for purposes unrelated to this Contract without the prior written approval of the other Party**. |
| **38.1** | **The Contract price is: _____**TBA*:* **inclusive** *or* **exclusive*]* of local indirect taxes.**<br><br>**Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paidby the Client to the Consultant.**<br><br>**The amount of such taxes is _____ TBA as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.** |
| **39.1 and 39.2** | **The Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,***" OR "***the Client shall reimburse the Consultant, the Sub-consultants and the Experts***"]***<br><br>**any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in Zambia, on the Consultant, the Sub-consultants and the Experts in respect of:**<br><br>**(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Zambia), in connection with the carrying out of the Services;**<br><br>**(b) any equipment, materials and supplies brought into Zambia by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;**<br><br>**(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;**<br><br>**(d) any property brought into Zambia by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Zambia), or the eligible dependents of such experts for their personal use and which will** |

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| | **subsequently be withdrawn by them upon their respective departure from Zambia, provided that:**<br><br>**(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Zambia in importing property into Zambia; and**<br><br>**(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in Zambia upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Zambia, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into Zambia.** |
| **41.2** | **The payment schedule: TBA as negotiated**<br><br>**1st payment:**<br>**2nd payment: _____**<br>**……:_____**<br>**Final payment: _____** |
| **41.2.1** | The following provisions shall apply to the advance payment and the advance bank payment guarantee:<br><br>(1) An advance payment [TBA] [and of *[TBA]* in local currency] shall be made within *[7]* days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against<br>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.<br><br>(3) The bank guarantee will be released when the advance payment has been fully set off. |
| **41.2.4** | **The accounts are:**<br><br>for local currency: *[TBA]*. |
| **42.1** | **The interest rate is** Bank of Zambia ruling rates from 30 days after issue of invoice to date of payment |

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| **45.1** | **Disputes shall be settled by arbitration in accordance with the following provisions:**<br>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:<br>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *Zambia Institute of Arbitrators for a list of not fewer than five (5) nominees and* on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *Zambia Institute of Arbitrators* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.<br>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *Zambia Institute of Arbitrators*<br>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *Zambia Institute of Arbitrators* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. |
| | 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on |

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| | International Trade Law (UNCITRAL) as in force on the date of this Contract.<br><br>3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.<br><br>4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country *[If the Consultant consists of more than one entity, add:* or of the home country of any of their members or Parties*]* or of the Government's country. For the purposes of this Clause, "home country" means any of:<br><br>(a) the country of incorporation of the Consultant or<br><br>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or<br><br>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or<br><br>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. |
| | 5. Miscellaneous. In any arbitration proceeding hereunder:<br><br>(a) proceedings shall, unless otherwise agreed by the Parties, be held in *[TBA]*;<br><br>(b) the *English* language shall be the official language for all purposes; and<br><br>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. |

# IV. Appendices

## APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

……

## APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

……

## APPENDIX C – BREAKDOWN OF CONTRACT PRICE

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

> "The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.
>
> Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or

inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract*."]*

**Model Form I**
**Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

| Experts | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|---|
| Name | Position | Basic Remuneration rate per Working Month/Day/Year | Social Charges[1] | Overhead[1] | Subtotal | Profit[2] | Away from Home Office Allowance | Agreed Fixed Rate per Working Month/Day/Hour | Agreed Fixed Rate per Working Month/Day/Hour[1] |
| Home Office | | | | | | | | | |
| | | | | | | | | | |
| Work in Zambia | | | | | | | | | |
| | | | | | | | | | |

1 Expressed as percentage of 1
2 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____ Date _____

Name and Title: _____

## APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

### Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** _____ *[Name and Address of Client]*

**Date:** _____

**ADVANCE PAYMENT GUARANTEE No.:** _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ *[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

amount of the advance payment, or on the __ day of _____, 2___,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

_____
*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

[2] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."