



# **WORKERS' COMPENSATION FUND CONTROL BOARD**

## **BIDDING DOCUMENT**

**TENDER FOR PROVISION OF INSURANCE BROKERAGE  
SERVICES TO THE WORKERS COMPENSATION FUND  
CONTROL BOARD FOR A PERIOD OF THREE YEARS  
(2022- 2024)**

**TENDER NUMBER: WCFCB/14054/2020**

**FINANCED BY: Workers' Compensation Fund Control Board**

**Workers' Compensation Fund Control Board  
Compensation House  
Corner Broadway/Moffat Road  
P. O. Box 71534  
Ndola, Zambia**

**TEL/ FAX 260- 212-612411**

**February 2021**



## **WORKERS' COMPENSATION FUND CONTROL BOARD**

### **INVITATION FOR BIDS**

**IFB No: WCFCB/14054/2020: PROVISION OF INSURANCE BROKERAGE SERVICES TO THE WORKERS COMPENSATION FUND CONTROL BOARD FOR A PERIOD OF THREE YEARS (2022- 2024)**

#### **Background**

The Workers' Compensation Fund Control Board (WCFCB) is a Social Security Institution headquartered in the city of Ndola, with operations throughout Zambia. WCFCB's mandate is to provide benefits to workers who get injured or contract diseases in the course of their employment. WCFCB collects revenue from employers by way of Assessments in order to meet its mandate as provided for in the Workers' Compensation Act No. 10 of 1999 of the Laws of Zambia.

WCFCB has made a provision towards the cost of insurance brokerage services for a period of three years (2022- 2024) in the 2021 budget and intends to apply part of the proceeds to cover eligible payments under the contract for which the Invitation for Bids has been issued.

The Workers' Compensation Fund Control Board now invites sealed bids from reputable and eligible companies for the provision of insurance brokerage services for a period of three years (2022- 2024).

Bidding will be conducted using the Open National Bidding (ONB) procedures specified in the Public Procurement Act of 2008 and the Public Procurement Regulations of 2011, and is open to all Bidders eligible as defined in the Bidding Documents.

Bidders will be evaluated based on the Preferential Procurement Margin Clause for bidders registered with the Citizen Economic Empowerment Commission (CEEC) as follows:

- a) Citizen Influenced Company, by 4%
- b) Citizen Empowerment Company, by 8%
- c) Citizen Owned Company, by 12%

Interested eligible bidders may obtain further information by downloading the bidding documents from the Workers' Compensation Fund Control Board website: [www.workers.com.zm](http://www.workers.com.zm).

Due to Covid-19 pandemic, interested bidders are advised to download the bidding documents from the workers compensation website, then make payment of a non-refundable fee of Five Hundred Kwacha (**K500.00**) or its equivalent in any freely convertible currency or bank certified cheque as participation fee, proof to be submitted with the bid. The Bank Details are provided below;

*The Bank Details are shown in the table below;*

	<b>Account Name</b>	<b>Account Number</b>	<b>Currency</b>
1	<b>Workers' Compensation Fund Control Board</b>	<b>0049316500227</b>	<b>Kwacha</b>

(a) *Other essential account details include the following;*

- i. *Bank Name: ZANACO*
- ii. *Branch Name: Ndola Business Centre*
- iii. *Swift Code: ZNCOZMLU*
- iv. *Branch Code: 042*
- v. *Sort Code: 010142*
- vi. *Bank Code: 01*

Interested Bidders may obtain further information from the office of the Purchasing & Supplies Manager, Workers' Compensation Fund Control Board during office hours from 08:00 to 13:00 hours and 14:00 to 17:00 hours, local time, week working days only before 25<sup>th</sup> March 2021. The telephone numbers are 260 (212) 612411/610481-7 and fax number is 260 (212) 612411.

The bid must be accompanied by a bid securing declaration with a period of one year.

Sealed and properly bound bids clearly marked **“WCFCB/14054/2020: PROVISION OF INSURANCE BROKERAGE SERVICES TO THE WORKERS COMPENSATION FUND CONTROL BOARD FOR A PERIOD OF THREE YEARS (2022- 2024)”** must be deposited in the tender box situated at the reception, Compensation House in Ndola on or before **Thursday 1<sup>st</sup> April 2021 at 10:30 hours** local time.

The closing date for the receipt of bids is **Thursday 1<sup>st</sup> April 2021 at 10:30 hours Local** time and any bids received after the time and date stipulated above shall not be accepted. The bids will be opened soon after closing in

the Procurement Unit Conference Room, Fourth Floor, Compensation House, Broadway/Moffat Road, Ndola, Zambia, in the presence of bidders or representatives who choose to attend.

**HOWEVER TELEGRAPHIC AND/OR ELECTRONIC OFFERS WILL NOT BE ACCEPTED**

**Bidders should pay attention to the following**

<b>Item No.</b>	<b>Description of Item</b>	<b>Date</b>
1.	Date of Publication of Tender	<b>Thursday 25<sup>th</sup> February 2021</b>
2.	Date and Time of commencement of inspection/sale of Bidding Documents	<b>Monday 1<sup>st</sup> March 2021 at 09:00 hours</b>
3.	Last Date for requesting any clarifications	<b>7 days before the closing date.</b>
4.	Last Date and Time for receipting of Bids at WCFCB (Address as given above)	<b>Thursday 1<sup>st</sup> April, 2021 at 10:30 hours</b>
5.	Date and Time of opening of Bids	<b>Thursday 1<sup>st</sup> April, 2021 at 10:30 hours, opening of Bids is immediately after closing</b>

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

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# **Part I – Bidding Procedures**





# Section I. Instructions to Bidders

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## Instructions to Bidders

### A. General

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|---|--|
| <b>1. Scope of Bid</b>                    | <p>1.1 The Employer, as defined in the <b>Bidding Data Sheet (BDS)</b>, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is <b>provided in the BDS</b>.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date <b>provided in the BDS</b>.</p>   |
| <b>2. Source of Funds</b>                 | <p>2.1 The Procuring Entity, as <b>defined in the BDS</b>, intends to apply part of the funds, <b>as defined in the BDS</b>, towards the cost of the Services, <b>as defined in the BDS</b>, to cover eligible payments under the Contract for the Services. Payments by the Procuring Entity will be made only at the request of the Project Manager and will be subject in all respects to the terms and conditions of the Contract.</p>   |
| <b>3. Corrupt or Fraudulent Practices</b> | <p>3.1 It is the Government's policy to require that Procuring Entities (including beneficiaries of the funds), as well as bidders, suppliers, and contractors and their subcontractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Government:</p> <p style="margin-left: 40px;">(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="margin-left: 80px;">(i) "corrupt practice"<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p style="margin-left: 80px;">(ii) "fraudulent practice"<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an</p> |

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<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of these SBDs, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

obligation;

- (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>5</sup> 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;
- (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 provided for under Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will 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 beneficiary of the funds engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to

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<sup>4</sup> For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

remedy the situation;

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Government-financed contract. A bidder or supplier aggrieved by such a decision, may appeal in accordance with Section *sixty-nine* of the Public Procurement Act of 2008; and
  - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by Government, requiring bidders, suppliers, contractors and consultants to permit the Government to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Government.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

#### **4. Eligible Bidders**

- 4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
- 4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Procuring Entity to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
- 4.3 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.

4.4 The Government prohibits a 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 a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by ZPPA in accordance with ITB Sub-Clause 3.1.

## 5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;

- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
  - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
  - (h) authority to the Employer to seek references from the Bidder's bankers;
  - (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
  - (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
  - (b) the Bid shall be signed so as to be legally binding on all partners;
  - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
  - (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 5.5 To qualify for award of the Contract, bidders shall meet the

following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS**;
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS**;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

## 6. One Bid per Bidder

- 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

## 7. Cost of Bidding

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be



responsible or liable for those costs.

## 8. Site Visit

- 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

## B. Bidding Documents

## 9. Content of Bidding Documents

- 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Terms of Reference
Section IX	Contract Forms

- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.

## 10. Clarification of Bidding Documents

- 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all Procuring Entities of the bidding documents, including a description of the inquiry, but without identifying its source.

## 11. Amendment of

- 11.1 Before the deadline for submission of bids, the Employer may

**Bidding Documents**

modify the bidding documents by issuing addenda.

- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all Procuring Entitys of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

### **C. Preparation of Bids**

**12. Language of Bid**

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in **English**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**13. Documents Comprising the Bid**

- 13.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Form of Bid (in the format indicated in Section III);
- (b) Bid Security;
- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

**14. Bid Prices**

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

## **15. Currencies of Bid and Payment**

15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

- (a) for those inputs to the Services which the Bidder expects to provide from within Zambia, the prices shall be quoted in Zambian Kwacha, unless otherwise **specified in the BDS**; and
- (b) for those inputs to the Services which the Bidder expects to provide from outside Zambia, the prices shall be quoted in up to any three freely convertible currencies.

15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

## **16. Bid Validity**

16.1 Bids shall remain valid for the period **specified in the BDS**.

16.2 In exceptional circumstances, the Employer may request that the

bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

## **17. Bid Security**

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Zambian Kwacha or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside Zambia, it shall have a correspondent financial institution located in Zambia to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
  - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;

- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 34;
  - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

## **18. Alternative Proposals by Bidders**

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the

alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

- 18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

#### **19. Format and Signing of Bid**

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

### **D. Submission of Bids**

#### **20. Sealing and Marking of Bids**

- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the BDS**;
  - (b) bear the name and identification number of the Contract as

**defined in the BDS** and Special Conditions of Contract;  
and

- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**21. Deadline for  
Submission of  
Bids**

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**22. Late Bids**

22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.

**23. Modification  
and  
Withdrawal of  
Bids**

23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## **E. Bid Opening and Evaluation**

- |                                       |   |
|---------------------------------------|---|
| <b>24. Bid Opening</b>                | <p>24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place <b>specified in the BDS.</b></p> <p>24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.</p> <p>24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.</p> <p>24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.</p> |
| <b>25. Process to Be Confidential</b> | <p>25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.</p> <p>25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.</p>   |
| <b>26. Clarification of Bids</b>      | <p>26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the</p>   |



response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of  
Bids and  
Determination  
of  
Responsiveness**

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of  
Errors**

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in

figures and in words, the amount in words will prevail.

- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

**29. Currency for  
Bid Evaluation**

- 29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

(a) Zambian Kwacha at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

**or**

(b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in Zambian Kwacha.

**30. Evaluation and  
Comparison of  
Bids**

- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in

accordance with ITB Clause 18; and

- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

- |  |   |
|--|---|
| <b>31. Preference for Domestic Bidders</b> | 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation. |
|--|---|

## F. Award of Contract

- |   |  |
|---|--|
| <b>32. Award Criteria</b>   | <p>32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.</p> <p>32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.</p> |
| <b>33. Employer’s Right to Accept any Bid and to Reject any or all Bids</b> | 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.   |
| <b>34. Notification of Award and</b>  | 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity  |

### Signing of Agreement

period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

### 35. Performance Security

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a bank located in Zambia or a foreign bank through a correspondent bank located in Zambia, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the

requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

**36. Advance  
Payment and  
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

**37. Adjudicator**

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.



## Section II. Bidding Data Sheet

### Instructions to Bidders Clause Reference

<b>A. General</b>	
<b>1.1</b>	<p>The Employer is: <i>Workers' Compensation Fund Control Board</i></p> <p>The name of the Contract is: <b>TENDER FOR THE PROVISION OF INSURANCE BROKERAGE SERVICES TO THE WORKERS COMPENSATION FUND CONTROL BOARD FOR A PERIOD OF THREE YEARS (2022- 2024)</b></p> <p>The identification number of the Contract is: - <b>WCFCB/14054/2020</b></p>
<b>1.2</b>	The Intended Completion Date is: <i>three years after contract date</i>
<b>2.1</b>	The Procuring Entity is: <i>Workers' Compensation Fund Control Board</i>
<b>5.2</b>	Prequalification has <i>not</i> been undertaken.
<b>5.3</b>	<p>The Qualification Information and Bidding forms to be submitted are as follows:</p> <ul style="list-style-type: none"> <li>(a) <i>Certificate of Incorporation;</i></li> <li>(b) <i>Valid 2021 Tax Clearance Certificate from ZRA;</i></li> <li>(c) <i>Valid 2021 Insurance License from the Pensions and Insurance Authority (PIA);</i></li> <li>(d) <i>Valid 2021 Workers Compensation Compliance Certificate</i></li> <li>(e) <i>Bid Securing Declaration Form;</i></li> <li>(f) <i>Signed and Audited Financial Statements for the last two years i.e 2018 and 2019;</i></li> <li>(g) <i>List of similar contracts undertaken in the last five years, indicating the name of the institution, dates for the assignment, value of the assignment and the contact person;</i></li> <li>(h) <i>Letters of reference from at least three (3) firms to confirm reliability in settlement of claims;</i></li> <li>(i) <i>Qualification and experience of key personnel proposed for the administration and execution of the contract as follows.</i></li> </ul> <p><u><i>Scheme Administrator (1)</i></u></p>

	<p><i>Must have at least a Bachelors degree in Insurance Studies or Business Administration or any other relevant qualification with at least seven (7) years experience in similar assignments. Signed curriculum vitae should be submitted.</i></p> <p><u><b>Account Managers(2)</b></u></p> <p><i>Must have at least a Diploma in Insurance Studies with at least 5 years experience in similar assignments. Signed curriculum vitae should be submitted.</i></p> <p>(j) <b>Written Power of Attorney for the signatory to the bid</b></p>
<b>5.4</b>	The information needed for Bids submitted by joint ventures is as follows: <b><i>Not Applicable</i></b>
<b>5.5</b>	The qualification criteria in Sub-Clause 4.4 are modified as follows: <b><i>Not Applicable</i></b>
<b>5.5(a)</b>	The minimum required annual volume of Services for the successful Bidder in any of the last two years shall be at least one million Kwacha (K1,000,000.00).
<b>5.5(b)</b>	<p>The experience required to be demonstrated by the Bidder should include as a minimum at least <b><i>five</i></b> years' experience in provision of long term insurance services to at least three (3) institutions two of which should be similar in magnitude to the Board.</p> <p>Bidders should provide client references i.e, name of client, contact person and value of insurance services performed in the past five years.</p>
<b>5.5(c)</b>	The essential equipment to be made available for the Contract by the successful Bidder shall be: <b><i>Not Applicable</i></b>
<b>5.5(e)</b>	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: <b><i>Not Applicable</i></b>
<b>5.5</b>	Subcontractors' experience shall <b><i>not</i></b> be taken into account.
<b>B. Bidding Data</b>	
<b>9.2 and 19.1</b>	The number of copies of the Bid to be completed and returned shall be: <b><i>One Original and Two (2)Copies</i></b>
<b>C. Preparation of Bids</b>	
<b>13.1</b>	The additional materials required to be completed and submitted are: None
<b>14.4</b>	The Contract shall <b><i>not be</i></b> subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.



<b>15.1</b>	Local inputs shall be quoted in: <b><i>Zambian Kwacha</i></b>
<b>16.1</b>	The period of Bid validity shall be <b>90</b> days after the deadline for Bid submission specified in the BDS.
<b>17.1</b>	The Bidder shall provide duly signed Bid Securing Declaration Form. The form must be submitted using the form included in Section III Bidding Forms. The period for suspension shall be <b>four (4)</b> years.
<b>17.2</b>	The amount of Bid Security shall be _____ or an equivalent amount in a freely-convertible currency. <b><i>Not Applicable</i></b> <b><i>Bidders must submit a duly filled and signed Bid Securing Declaration Form</i></b>
<b>18.1</b>	Alternative bids shall <b><i>not</i></b> be permitted.
<b>18.2</b>	Alternative times for completion shall <b><i>not</i></b> be permitted. If permitted, the range of acceptable completion time is: <b><i>Not Applicable</i></b>  If alternative times for completion are permitted, the evaluation method will be as follows: <b><i>Not Applicable</i></b>
<b>18.4</b>	Alternative technical solutions shall be permitted for the following parts of the Services: <b><i>Not Applicable</i></b>  If alternative technical solutions are permitted, the evaluation method will be as follows: <b><i>Not Applicable</i></b>
<b>D. Submission of Bids</b>	
<b>20.2</b>	The Employer's address for the purpose of Bid submission is: <b>Attention: Attention: Procurement and Supplies Manager</b> <b>Workers' Compensation Fund Control Board</b> <b>Compensation House</b> <b>Broadway/Moffat Road</b> <b>P. O. Box 71534</b> <b>Zambia</b> Floor-Room number: <b><i>4th Floor Compensation House Ndola</i></b>  City: <b>Ndola</b>  The deadline for the submission of bids is:  Date: <b>1<sup>st</sup> April 2021</b>  Time: <b><i>10:30 hours a.m.</i></b>
<b>21.1</b>	The deadline for submission of bids shall be: <b><i>Thursday, 1<sup>st</sup> April 2021</i></b>
<b>E. Bid Opening and Evaluation</b>	

24.1	<p><b>Attention: Attention: Procurement and Supplies Manager Workers' Compensation Fund Control Board Compensation House Broadway/Moffat Road P. O. Box 71534 Zambia</b></p> <p>Floor-Room number: <i>4th Floor Compensation House Ndola</i></p> <p>City: <b>Ndola</b></p> <p>The deadline for the submission of bids is:</p> <p>Date: <b>1<sup>st</sup> April 2021</b></p> <p>Time: <i>10:30 hours a.m.</i></p>
29.1	<p>Currency chosen for the purpose of converting to a common currency. <i><b>Not Applicable</b></i></p>
<b>F. Award of Contract</b>	
32.1	<p>The award of contract shall be to the best evaluated bidder.</p>
35.0	<p>The Performance Security acceptable to the Employer shall be the in the Standard Form: <i><b>Not Applicable</b></i></p>
36.1	<p>The Advance Payment shall be of _____ percent of the Contract Price. <i><b>Not Applicable</b></i></p>
37.1	<p>Appointing Authority for the Adjudicator: The Chartered Institute of Arbitrators (<i><b>Zambia Chapter</b></i>)</p> <p>The hourly fee for this proposed Adjudicator shall be: As advised by the Chartered Institute of Arbitrators</p> <p>The biographical data of the proposed Adjudicator is as follows: As advised by the Chartered Institute of Arbitrators</p>

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## Section III. Bidding Forms

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## Service Provider's Bid

[date]

To: *[name and address of Employer]*

Having examined the bidding documents including addenda No ....., we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[names of currencies]*.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator.

**[or]**

We do not accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

## Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in three years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(e) and GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed
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	position
(a)	
(b)	

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with

the requirements of the bidding documents.

- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
  - 2.2 The information in 1.12 above shall be provided for the joint venture.
  - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
  - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
    - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
    - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
    - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.



## Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

**or**

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

**or**

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

## Form of Contract

*[letterhead paper of the Employer]*

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received funds towards the cost of the Services and intends to apply a portion of the proceeds of the funds to eligible payments under this Contract, it being understood (i) that payments by the Employer will be made only at the request of the Project Manager, (ii) that such payments will be subject, in all respects, to the terms and conditions of the Contract, and (iii) that no party other than the Employer shall derive any rights from the proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Terms of Reference; and

- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Key Personnel

Appendix C: Staff Schedule

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider 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 Employer*]

---

[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

---

[*Authorized Representative*]

[*Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

---

[*name of member*]

---

[*Authorized Representative*]

---

[*name of member*]

---

[*Authorized Representative*]

## Bid-Securing Declaration

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

Date: \_\_\_\_\_

Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of **4 years** starting on (insert tender closing date) if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_,  
Corporate Seal (where appropriate)

## Section IV. Eligible Countries

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

1. In accordance with Section 61 of the Public Procurement Act No. 12 of 2008 and Clause 155 of the Public Procurement Regulations of 2011, the Government permits firms and individuals from all countries to offer goods, works and services for Government-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

- (i): as a matter of law or official regulation, the Government prohibits commercial relations with that Country, provided that Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
- (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from that Country or any payments to persons or entities in that Country.

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

- (a) With reference to paragraph (i) above:

\_\_\_\_\_  
\_\_\_\_\_

- (b) With reference to paragraph (ii) above:

\_\_\_\_\_  
\_\_\_\_\_



## **Part II – Conditions of Contract and Contract Forms**

## **Section V. General Conditions of Contract**



## **Section VI. General Conditions of Contract**

### **A. General Provisions**

#### **1.1 Definitions**

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

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Employer” means the party who employs the Service Provider;
- (f) “Foreign Currency” means any currency other than the currency of Zambia;
- (g) “GCC” means these General Conditions of Contract;
- (h) “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;
- (i) “Local Currency” means Zambian Kwacha;
- (j) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations

- towards the Employer under this Contract;
- (k) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
  - (l) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
  - (m) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
  - (n) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
  - (o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
  - (p) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in the Terms of Reference;
  - (q) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4; and
  - (r) “Terms of Reference” means the scope of service included in the bidding document submitted by the service provider to the employer.

**1.2 Applicable Law**     The Contract shall be interpreted in accordance with the laws of the **Republic of Zambia.**

**1.3 Language**             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.

- 
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC.**
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications 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 Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**
- 1.7 Inspection and Audit by the Government** The Service Provider shall permit the Government to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Government, if so required by the Government.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the service provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.**
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time** 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.

**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

**2.6.1 By the Employer** The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in

writing;

- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (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;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” 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;
- (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 provided for under Sub-Clause 1.7 above.

(e) Notwithstanding clause 2.6.1 above, the Employer may terminate the contract for its convenience by giving 30 days notice.

**2.6.2 By the  
Service  
Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Suspension  
of Funding**

In the event that the Government suspends funding to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the

suspension notice.

- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

#### **2.6.4 Payment**

##### **upon**

##### **Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### **3. Obligations of the Service Provider**

#### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and Appendix A, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

#### **3.2 Conflict of Interests**

##### **3.2.1 Service**

The remuneration of the Service Provider pursuant to Clause 6



**Provider** shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service

**Not to**

**Benefit** Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with

**from** activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service

**Commissio**

**ns and** Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not

**Discounts.** receive any such additional remuneration.

**3.2.2 Service** The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as

**Provider**

**and** well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than

**Affiliates** the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**Not to be**

**Otherwise**

**Interested**

**in Project**

**3.2.3 Prohibition** Neither the Service Provider nor its Subcontractors nor the

**of** Personnel shall engage, either directly or indirectly, in any of the

**Conflicting** following activities:

**Activities**

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

- 3.3 Confidentiality** The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 3.4 Insurance to be Taken Out by the Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider's Actions Requiring Employer's Prior Approval** The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services;
  - (b) changing the Program of activities; and
  - (c) any other action that may be **specified in the SCC**.
- 3.6 Reporting Obligations** The Service Provider shall submit to the Employer the reports and documents in a form and manner to be agreed upon by the parties.
- 3.7 Documents Prepared by the Service Provider to Be the Property of** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all

**the Employer** such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

### **3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

**3.8.2 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

## **4. Service Provider's Personnel**

**4.1 Description of Personnel** The minimum qualifications of the Service Provider's Key Personnel are described in Appendix B.

**4.2 Removal and/or Replacement of** (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the

**Personnel**

reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. Obligations of the Employer**

### **5.1 Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

### **5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

<b>5.3 Services and Facilities</b>	The Employer shall make available to the Service Provider the Services and Facilities stated in the <b>SCC</b> .
------------------------------------	--

## **6. Payments to the Service Provider**

<b>6.1 Payments</b>	The payments shall be based on the invoices of the actual tickets, travel insurance and other services required by the Employer undertaken for a particular month. All claims of payments shall be consolidated on a monthly basis supported by the names of the staff who travelled, date, destination and other supporting documents. Approved invoices shall be settled by the Authority within 30 days of the receipt of invoice.
<b>6.2 Contract Price</b>	<p>(a) The price payable in local currency is <b>set forth in the SCC</b>.</p> <p>(b) The price payable in foreign currency is set <b>forth in the SCC</b>.</p>
<b>6.3 Payment for Additional Services, and Performance Incentive Compensation</b>	<p>6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is stated in <b>the SCC</b>.</p> <p>6.3.2 <b>If the SCC so specify</b>, the service provider shall be paid performance incentive compensation.</p>
<b>6.4 Terms and Conditions of Payment</b>	Payments will be made to the Service Provider according to the payment schedule <b>stated in the SCC</b> . <b>Unless otherwise stated in the SCC</b> , the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period <b>stated in the SCC</b> . Any other payment shall be made after the conditions <b>listed in the SCC</b> for such payment have been met, and the

Service Provider have submitted an invoice to the Employer specifying the amount due.

## **7. Settlement of Disputes**

### **7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **7.2 Dispute Settlement**

All disputes which shall not be settled amicably shall be settled by way of arbitration in accordance with the arbitration laws in force in Zambia. The place and seat of the arbitration shall be Lusaka.

## Section VI. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read in <i>Zambia</i>
1.1(a)	The Adjudicator is: All disputes shall be settled by way of arbitration.
1.1(c)	The contract is: <b>Provision of insurance brokerage services to the Workers Compensation Fund Control Board for a period of three years (2022- 2024)</b>
1.1(e)	The Employer is: the <i>Workers’ Compensation Fund Control Board</i>
1.1(j)	The Member in Charge is : <b>Not Applicable</b>
1.1(m)	The Service Provider is: TBA
1.4	<p>The addresses are:</p> <p>Employer:     <i>Workers’ Compensation Fund Control Board</i></p> <p>Attention:     <b>The Commissioner</b></p> <p>Telephone:    +260</p> <p>Facsimile:     +260</p> <p>Service Provider: TBA</p> <p>Attention:     TBA</p> <p>Telex:</p> <p>Facsimile:</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer:     <b>Finance Manager</b></p> <p>For the Service Provider: <b>TBA</b></p>
2.1	The date on which this Contract shall come into effect is: <b>Contract signing date.</b>

<b>2.2.2</b>	The Starting Date for the commencement of Services is : <b>The date of contract signing</b>
<b>2.3</b>	The Intended Completion Date is: <b>36 months after contract date.</b>
<b>3.2.3</b>	Activities prohibited after termination of this Contract are: <b>None</b>
<b>3.4</b>	<p>The risks and coverage by insurance shall be: <b>Not Applicable</b></p> <p>(i) Third Party motor vehicle _____</p> <p>(ii) Third Party liability _____</p> <p>(iii) Employer's liability and workers' compensation _____</p> <p>(iv) Professional liability _____</p> <p>(v) Loss or damage to equipment and property _____</p>
<b>3.5(c)</b>	The other actions are: <b>Not applicable.</b>
<b>3.7</b>	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p><b>Documents to be used for the purpose of the contract only.</b></p>
<b>3.8.1</b>	The liquidated damages rate is: <b>Not Applicable</b>
<b>3.8.2</b>	The percentage to be used for the calculation of Lack of performance Penalty(ies) is <b>Not Applicable</b>
<b>5.1</b>	<p>The assistance and exemptions provided to the Service Provider are: <b>None</b></p> <p>_____</p>
<b>5.3</b>	<p>Services and Facilities to be provided by the Employer:</p> <p><b>All employee details necessary for the purpose of general insurance for the equipment</b></p>
<b>6.2(a)</b>	The amount in local currency is <b>All Payments</b>
<b>6.2(b)</b>	The amount in foreign currency or currencies is <b>Not Applicable.</b>
<b>6.3.1</b>	<b>Not Applicable</b>
<b>6.3.2</b>	<p>The performance incentive paid to the Service Provider shall be: <b>Not Applicable</b></p> <p>_____</p>
<b>6.4</b>	<p>Payments: <b>shall be made on annual basis upon receipt of the Policy validated by the employer</b></p> <p>Advance Payment: <b>Not Applicable</b></p>



<b>7.1</b>	<p>The principle and modalities of inspection of the Services by the Employer are as follows: Inspections to be carried out by the Employer every morning</p> <p>The Defects Liability Period is <b>Not Applicable</b>.</p>

**APPENDIX A****TERMS OF REFERENCE****PROVISION OF INSURANCE BROKERAGE SERVICES TO THE  
WORKERS COMPENSATION FUND CONTROL BOARD FOR A  
PERIOD OF THREE YEARS (2022- 2024)****WORKERS COMPENSATION FUND CONTROL BOARD  
INSURANCE TENDER - 1<sup>ST</sup> JANUARY 2022 TO 31<sup>ST</sup> DECEMBER 2024****TERMS OF REFERENCE (ToR)**

The Workers' Compensation Fund Control Board, whose headquarters is in the City of Ndola, is a social security institution that has been charged with the main objective of compensation of workers for disabilities suffered or diseases contracted during the course of employment. The Board also provides for the payment of compensation to dependants of workers who die as a result of accidents or occupational related diseases.

In order to achieve the above objectives, the Workers' Compensation Act No. 10 of 1999 of the Laws of Zambia among other things empowers the Board to collect contributions from employers of workers in Zambia annually based on rates of assessments as approved from time to time by the Minister of Labour and Social Security. The Act also provides for the investment of any surplus funds to generate additional income to ensure growth of the fund and to meet any contingent liabilities.

To enable the Board meet the requirements of the Act No. 10 of 1999, it intends to engage a reputable firm to carry out Insurance Broking Services. The broker is expected to provide for the following services:

**1. RISK MANAGEMENT ADVISORY SERVICES**

The Consultant will be required to identify, assess, quantify, qualify and give advice on the physical and financial (pecuniary) control of all those risks to which the organization is exposed. In short, the Consultant will recognize the organisation's exposures to loss and make them aware of the possibility of each type of loss. The Consultant will in the same vein, be required to estimate the frequency, the probability and the extent of loss as they generate from different sources. The Consultant would also help in deciding the best

and most economic method of handling the risk of loss i.e. self-insure, avoidance, risk transfer (insurance) or risk reduction.

## **2. INSURANCE PLACEMENT**

This is an underwriting process whereby the Broker will be required to negotiate a better scope of cover, terms and conditions of the policy and economic premium with the Insurer on behalf of the organization. The Consultant will be required to evaluate the quotations received from the insurance companies and ascertain which Insurer is capable to offer the widest scope of cover at the favorable premium.

## **3. CLAIMS HANDLING AND SETTLEMENT**

The Consultant will be required to handle all claims process from the date of materialization of the risk, that is, inspection of the loss scene, documentation of the claim and negotiate the Excess and contribution values of the claim. The Consultant will also be responsible to handle Subrogation Rights up to the full settlement of claim.

## **4. RECORD KEEPING**

The Consultant will be required to keep all underwriting and claims records regarding the organisation as a back-up to the organisation's own records. In case of loss or damage of the organisation's data, he will be relied upon.

## **5. LIAISON OFFICER/MIDDLEMAN**

The Consultant will be required to liaise with the middleman at the organisation who will be providing information about new risks and claims on daily basis.

## **6. CONFIDENTIALITY**

The consultant must at all times comply with Workers Compensation Fund Control Board's policies and procedures as well as maintain a high level of confidentiality of information.

The consultant must ensure that the information provided by the Board during the period of Contract is not transferred/copied/corrupted or amended in whole or in part by or on behalf of another part.

Thus, all information or documents must be regarded as confidential and may not be made available to any unauthorized person or institution without the consent of the Commissioner or her delegate.

## **7. POLICIES FOR TENDER**

1. Fire & Allied Perils
2. House Owners
3. Group Personal Accident (GPA) (Staff & Board Members)
4. Money
5. Motor Comprehensive
6. Office Comprehensive
7. Professional Indemnity
8. Group Life Assurance (GLA)
9. Directors & Officers Liability
10. House Holders
11. Fidelity Guarantee
12. Computer Accessories & Equipment
13. Public Liability

The firms need to include in their proposals:

- 1 Copy of company registration.
- 2 Copy of Value Added Tax where applicable
- 3 Valid copy of Tax Clearance certificate.
- 4 Copy of valid Workers' Compensation Fund Control Board compliance certificate.
- 5 Copy of Valid NAPSA compliance certificate.
- 6 Valid copy of registration with the Pensions and Insurance Authority.

## **PERIOD OF CONSULTANCY**

The service will be for the period starting **1<sup>st</sup> January 2022 to 31<sup>st</sup> December 2024** and is subject to renewal.

## TOTAL INSURED SUM

#NAME?	Base Amount
Cell Phones	26,590.00
Computer Equipment	13,536,042.51
Investment Properties	311,034,949.67
Land & Buildings	53,771,726.28
Loose Tools	39,034.50
Motor Vehicles	48,510,171.85
Office Equipment	5,347,505.73
Office Furniture & Fittings	4,842,262.71
Plant & Equipment	1,042,201.86
Residential Equipment & Furniture	501,570.65
Totals	438,652,055.76

#NAME?	Base Amount
Salaries - Basic Pay	75,989,049.72
Totals	75,989,049.72