



**STANDARD BIDDING DOCUMENTS FOR
PROCUREMENT OF GENERAL SERVICES**

BIDDING DOCUMENTS

for

**Procurement of
Framework contract for Events
Management**

**CONTRACT NUMBER: SADC/3/5/2/17 VOL 1 –
LOT 3**

Issued on: 1 February 2019

Invitation for Bids (IFB)

Dear Sir/Madam

Framework contract for Events Management

1. The SADC Secretariat now invites proposals to provide the following general services: Events Management Services to the SADC Secretariat. More details on the services are provided in the attached General Services Requirements.

2. A contractor will be selected under the Negotiated Procedure procurement method and procedures described in this Bidding Documents.

3. The Bidding Documents includes the following documents:

PART 1 – BIDDING PROCEDURES

SECTION I. INSTRUCTIONS TO BIDDERS

SECTION II. BIDDING DATA SHEET (BDS)

SECTION III. EVALUATION

SECTION IV. BIDDING FORMS

SECTION V. TECHNICAL OFFER (ORGANISATION AND METHODOLOGY)

PART 2 – SERVICE REQUIREMENTS

SECTION VI. TERMS OF REFERENCE

PART 3 - CONTRACT

4. Please inform us, upon receipt, within maximum twenty (20) working days:

- (a) that you received the bidding documents; and
- (b) whether you will submit a proposal (if not state the reasons).

Yours sincerely



Gift Mike Gwaza
Head of Procurement

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

Definitions

Definitions

- (a) “BD” means the Bidding Documents to be prepared by the Procuring Entity for the selection of Contractor, based on the SADC Secretariat Standard Template.
- (b) “Bidder” means company or joint venture/consortium invited to submit technical and financial proposal for this contract.
- (c) “Procuring Entity” means the procurement entity with which the selected Consultant signs the Contract for the Goods.
- (d) “Contractor” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (f) “Bid Data Sheet(BDS)” means such part of the Instructions to Bidders used to reflect specific country and assignment conditions.
- (g) “Day” means calendar day.
- (h) “Evaluation Committee” it is a panel of experts appointed by the Procuring Entity and assigned to evaluate the bids. The Evaluation Committee consist in a Chairperson and a Secretary , with no voting rights and an odd number of voting members.
- (i) “Instructions to Bidders” (Section 2 of the BD) means the document which provides shortlisted Bidders with all information needed to prepare their Proposals.
- (j) “LOI” (Section 1 of the BD) means the Letter of Invitation being sent by the Procuring Entity to the shortlisted Bidders.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “Services” means the consulting services or the work to be performed by the Contractor pursuant to the Contract.
- (m) “Subcontractor” means any person or entity with whom the Bidder or Contractors intends to subcontracts any part of the Services.
- (n) “Terms of Reference” means the document included in the BD as Section VI which provides a the services requested by the Procuring Entity from the Contractor and which should be the basis to prepare the technical offer (bid).

A. General

1. **Scope of Bid**
 - 1.1 The Procuring Entity **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of General Services and Related Goods incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of the contract for this procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.
 - 1.2 The procurement method used for acquisition of the general services specified in Section VI, Terms of Reference, is as indicated in **the Bidding Data Sheet**, method detailed in the edition of the Guidelines indicated in **the Bidding Data Sheet**.
 - 1.3 The Bidders are invited to submit a Technical Proposal and a Financial Proposal for the services specified in Section VI, Terms of Reference.
 - 1.4 Unless otherwise **specified in the BDS**, when the Contract is divided into lots, Bidders may bid for one, more or for all lots as they wish.
2. **Fraud and Corruption**
 - 2.1 It is the SADC Secretariat policy to require that Procuring Entity as well as bidders, suppliers, and contractors and their subcontractors under SADC Secretariat-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the SADC Secretariat:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² 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”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to

¹ *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.*

² *“another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes SADC Secretariat staff and employees of other organizations taking or reviewing procurement decisions.*

³ *a “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.*

obtain a financial or other benefit or to avoid an obligation;

- (iii) “collusive practice”⁴ 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”⁵ 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 material evidence to the investigation or making false statements to investigators in order to materially impede a SADC Secretariat, or a governmental or independent 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 SADC Secretariat or governmental or inspection and audit rights.
- (b) It will take the following measures against the bidder recommended for award who has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (i) will reject the bid for award;
 - (ii) will declare the bidder/the contractor, including its affiliates, ineligible, either indefinitely or for a stated period of time, to become a SADC Secretariat contractor;
 - (iii) will cancel or terminate any ongoing contract with the bidder /the contractor;

⁴ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ a “party” refers to a participant in the procurement process or contract execution.

- (iv) will request a the relevant national authorities to conduct a joint investigation with SADC Secretariat to inspect or carry out audits of the bidder /the contractor’ accounting records and financial statements in connection with the contract in question for which it was found guilty of engaging in corrupt, fraudulent, collusive, coercive, or obstructive practices;
- (v) will forfeit the bid or performance securities of the bidder /the contractor;
- (vi) will suspend any payments due to the bidder/ contractor, under the contract in question or any other contract the bidder/contractor might have with the organization, until the extent of damage caused by the its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the SADC Secretariat’s contract are determined and recovered, and
- (vii)will sue the bidder /contractor to recover the damages caused by its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question, if they are not fully recovered by the securities and the payments otherwise due to the bidder/contractor.

- 3. Eligible Bidders** 3. Are those short-listed invited to participate (list attached).
- 4. One Bid per Bidder** 4.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture/consortium. 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.

B. Contents of Bidding Documents

- 5. Sections of Bidding Documents** 5.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 7.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Award Criteria
- Section IV. Bidding Forms

PART 2 Service Requirements

- Section VI. Terms of Reference

PART 3 Contract

- Section VII. Contract Forms
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. General Conditions of Contract (GCC)

5.2 The Invitation for Bids issued by the Procuring Entity is not part of the Bidding Documents.

5.3 The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Procuring Entity.

5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) calendar days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 7 and ITB Sub-Clause 23.2.

- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.
- 7.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Procuring Entity.
- 7.3 To give shortlisted Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

C. Preparation of Bids

- 8. Cost of Bidding**
- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Bid**
- 9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language indicated in the **BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the official language of the bidding process, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 10. Documents Comprising the Bid**
- 10.1 The Bid shall comprise the following:
- (a) Bid Submission Form,
 - (b) Technical Offer according to ITB clause 16 and the Terms of Reference.
 - (c) Financial Offer
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 19;
 - (e) documentary evidence in accordance with ITB Clauses 15 and 27, that Services conform to the Bidding Documents;
 - (f) Forms in Section IV.

- 11. Bid Submission Form, Technical Offer and Financial Offer**
- 11.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 11.2 The Bidder shall submit the Technical Offer Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Technical Offer will become an annex to the contract.
- 11.3 The Bidder shall submit the Financial Offer using the form furnished in Section IV, Bidding Forms.
- 11.4 The Bid must comprise of a Technical Offer and a Financial Offer, which must be submitted in separate envelopes. Each Technical Offer and Financial Offer must contain one original, clearly marked “Original” and Two copies, each marked “Copy”. Failure to fulfil this requirement will constitute irregularity and may result in rejection of the tender.**
- 12. Alternative Bids**
- 12.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 13. Bid Prices and Discounts**
- 13.1 The prices and discounts quoted by the Bidder in the Bid Submission Form shall conform to the requirements specified below.
- 13.2 All lots and items must be listed and priced separately in the Financial Bid.
- 13.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 13.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 13.5 Unless otherwise **specified in the BDS**, no duties, taxes, and other levies payable by the Service Provider in the Procuring Entity’s Country shall be included in the total Bid price submitted by the Bidder.
- 13.6 The Bidder shall fill in rates and prices for all items of the Services described in the in the Terms of Reference, Section VI.
- 13.7 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any

account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 29. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.8 If so indicated in ITB Sub-Clause 1.3, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 13.4 provided the bids for all lots are submitted and opened at the same time.

14. Currencies of Bid

14.1 The Bidder shall quote in US Dollars. **Bids expressed in any other currency will be automatically rejected.**

14.2 The bidders shall bear all the associated cost and risk deriving from currency exchange from US Dollars into their normal currency of trade.

15. Documents Establishing the Conformity of the Services

15.1 To establish the conformity of the Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Services conform to the technical specifications and standards specified in the Terms of Reference (Section IV).

15.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Services, demonstrating substantial responsiveness of the Technical Offer to Terms of Reference.

16. Documents Establishing the Qualifications of the Bidder

16.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

- (a) that, if **required in the BDS**, in case of a Bidder not doing business within the Procuring Entity's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the

services support obligations prescribed in the Conditions of Contract and/or Terms of Reference; and

- (b) **that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Award Criteria.**

**17. Period of
Validity of Bids**

- 17.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 18, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 18.3.
- 17.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) working days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

18. Bid Security

- 18.1 The Bidder shall furnish as part of its bid, a Bid, if required, as **specified in the BDS.**
- 18.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in US Dollars, 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;
 - (b) be issued by a reputable banking institution selected by the bidder and located in any eligible country **as specified in BDS.** If the institution issuing the bond is located outside the Procuring Entity's Country, it shall have a correspondent financial institution located in the Procuring Entity's Country to make it enforceable.
 - (c) be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other

form approved by the Procuring Entity prior to bid submission;

- (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 18.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 27 working days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 17.2;

18.3 If a Bid Security is required in accordance with ITB Sub-Clause 18.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 18.1, shall be rejected by the Procuring Entity as non-responsive.

18.4 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 38.

18.5 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 17.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 37;
 - (ii) furnish a Performance Security in accordance with ITB Clause 38.

18.6 The Bid Security 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 shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

18.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or

- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 38; or furnish a performance security in accordance with ITB 39;

the Procuring Entity may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the SADC Secretariat for a period of time **as stated 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 10 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, 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 duly authorized to sign on behalf of the Bidder.
- 19.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 19.4 The Technical Offer and the Financial Offer must be in separate **sealed** envelopes as described in ITB 10.

D. Submission and Opening of Bids

20. Submission, Sealing and Marking of Bids

- 20.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
 - (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Technical Bid and the Financial Bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in two envelopes, one containing the Technical Bid and the other the Financial Bid. Then the two envelopes will be enclosed in a single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 20.2 and 20.3.
 - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.
- 20.2 The inner and outer envelopes shall:
 - (a) Bear the name and address of the Bidder;

- (b) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 20.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning **not to open** before the time and date for bid opening, in accordance with ITB Sub-Clause 24.1.

20.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Procuring Entity at the address and no later than the date and time **specified in the BDS**.

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Bids

22.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 21. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

23. Withdrawal, Substitution, and Modification of Bids

23.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 19.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 19 and 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 21.

23.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 23.1 shall be returned unopened to the Bidders.

23.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

24. Bid Opening

24.1 The Procuring Entity shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 20.1, shall be as **specified in the BDS**.

24.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

24.3 All other envelopes shall be opened one at a time. The Chairperson will verify:

- a) That all bid envelopes have been received are available at the tender opening session.
- b) That all bids are sealed and in good condition.
- c) The tenders which arrived within deadline.
- d) That all bids have submitted their offer separating the Technical Bid and the Financial Offer as stated in ITB 10.

- e) That each bid has the registration number on the envelope, the name of the tenderer, the date and time of receipt, the tender form is complete.
- f) Bear the name and address of the Bidder.
- g) Are addressed to the Procuring Entity in accordance with ITB 20.1.
- h) Bear the specific identification of this bidding process indicated in ITB 1.1. and any additional identification required in the BDS;
- i) Bear a **warning not to open** before the time and date for bid opening in English.

24.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum the elements mentioned in article 24.3. The report will contain the list of the Bids accepted to continue to the next stage, Evaluation and Comparison of Bids.

E. Evaluation and Comparison of Bids

- | | |
|--|---|
| 25. Confidentiality | <p>25.1 Information relating to the examination, evaluation, comparison, and qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.</p> <p>25.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, and comparison, of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>25.3 Notwithstanding ITB Sub-Clause 25.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.</p> |
| 26. Administrative Evaluation and Clarification of Bids | <p>26.1 The Evaluation Committee will open first the Technical Offers and proceed to administrative compliance verification. The Financial Offers will remain sealed. The elements to verify will be:</p> <ul style="list-style-type: none"> a) If the bid submission form is duly completed. b) If the Bidder's declaration is signed by each consortium member (if the case). |

- c) If the Bid is in English.
- d) If the Technical Offer exists.
- e) If the nationality of Bidders is eligible (if the case).
- f) If the subcontracting is acceptable according to Terms of Reference.

26.2 To assist in the examination, evaluation, and comparison of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. Clarifications must refer only to the elements requested by the Procuring Entity.

27. Administrative compliance

27.1 An Administratively compliant bid is that which met all the requirements in article 26. Only administratively compliant bids pass to the next stage of the evaluation, which is the Technical one.

27.2 If a Bid is not administratively compliant it will be rejected by the Procuring Entity, and will not be further evaluation.

28. Nonconformities, Errors, and Omissions

28.1 Provided that a Bid is partially compliant, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation. The Procuring Entity will not request new documents but clarifications or further elements on documents provided by the Bidder.

29. Responsiveness of Bids

29.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 10 have been provided, and to determine the completeness of each document submitted.

29.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- Bid Submission Form, in accordance with ITB Sub-Clause 11.1;
- Technical Offer, in accordance with ITB Sub-Clause 11.2;
- Financial Offer, in accordance with ITB Sub-Clause 11.3;
- Forms in Section IV

- Bid Security, in accordance with ITB Clause 18, if applicable.

30

- 30.1 The Procuring Entity shall examine the bids that are administratively responsive to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the bidder.
- 30.2 The Evaluation Committee will proceed to the evaluation of the Technical Bid according to the evaluation criteria established in the evaluation grid (Section III).
- 30.3 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 15, to confirm that all requirements specified in the Terms of Reference have been met without any material deviation or reservation.
- 30.4 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.
- 30.5 The Procuring Entity may decide to requests clarifications to bidders on technical aspects. The bidders will be obliged to respond within the timeframe requested by the Procuring Entity (in no case less than 48 hours from the request) which should be reasonable and proportioned to the request.
- 30.6 Bidders scoring less than 70% in the technical evaluation according to the Evaluation Grid will be considered not responsive and will not go to the next step, the Financial Evaluation.

31 Rule of nationality

- 31.1 If so **specified in the BDS**, only legal entities from one or more of SADC Member States will be able to participate in the tender. In such case the Evaluation Committee will verify the compliancy of the nationality of each bidder accordingly.

32 Financial Evaluation of Bids

- 32.1 The Evaluation Committee will open the Financial Offer of those bids which are Technically compliant (received over 70% in the technical evaluation).
- 32.2 The Procuring Entity shall correct arithmetic errors in the financial offer.
- 32.3 If there is a discrepancy between words and figures the amount in words shall prevail unless it is related to an arithmetic error.

- 32.4 The Procuring Entity may decide to requests clarifications to bidders on financial aspects. The bidders will be obliged to respond within the timeframe requested by the Procuring Entity (in no case less than 48 hours from the request) which should be reasonable and proportioned to the request
- 32.5 The Financial Evaluation will be done according to the criteria contained in Section III.
- 33 Comparison of Bids** 33.1 The Procuring Entity shall apply the award criteria to all the technically and financially compliant bids and will propose to award the contract to the most compliant according to award criteria (best value for money).
- 34 Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids** 34.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

- 35 Award Criteria** 35.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the best according to the qualification/award criteria specified in Section III, Evaluation and Award Criteria on best value for money basis.
- 36 Procuring Entity's Right at Time of Award** 36.1 At the time of contracting the Procuring Entity may decide to extend or diminish the timeframe of the contract. The Procuring Entity may not vary the content of the services without the consent of the Contractor.

- 37 Notification of Award**
- 37.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 37.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 37.3 The Procuring Entity shall publish a Contract Award Notice on SADC Secretariat website and in UNDB online and in the dgMarket the results of the evaluation, and notify in writing both the successful and unsuccessful bidder. After publication of the Contract Award Notice, within maximum ten (10) working days unsuccessful bidders may appeal in writing to the Procuring Entity decision in accordance with the relevant clause of SADC Secretariat Procurement Guidelines **specified in the BDS**.
- 37.4 In case of an appeal, the Procuring Entity may suspend the signature of the contract with the successful bidder until a appeal procedures are completed and a final decision it's taken by the SADC Secretariat. All bidders will be informed in writing about the suspension of the award of the contract and might be requested to extend the validity of their offers in accordance with ITB Clause 17.
- 37.5 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 39, the Procuring Entity will promptly discharge the bid security of each unsuccessful Bidder, pursuant to ITB Clause 18.4.
- 38 Signing of Contract**
- 38.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 38.2 Within twenty-eight (28) working days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.
- 39 Performance Security**
- 39.1 Within twenty eight (28) working days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IV, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 18.4.

39.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: Southern African Development Community
ITB 1.1	<p>The name and identification number of the Contract is: Framework Contract for Events Management (Events in Botswana) Reference Number: SADC/3/5/2/17 VOL 1 – LOT 3</p> <p>The number, identification and names of the lots comprising this Contract are: Lot 3: Provision of Events Management to the SADC Secretariat (Events in Botswana)</p>
ITB 1.2	<p>The procurement method is: Negotiated Procedure</p> <p>The procurement Guidelines edition is : January 2017</p>
ITB 1.3	Bidders <i>are</i> allowed to bid for Lot 3 only
ITB 3.3	Open to all eligible and interested bidders
	B. Contents of Bidding Documents
ITB 6.1	<p>For <u>Clarification of bid purposes</u> only, the Procuring Entity’s address is: Attention: Mr. Gift Mike Gwaza – Head of Procurement SADC Secretariat Plot 54385 New CBD P/Bag 0095 Gaborone, Botswana Telephone: +267 364 1842</p>

	<p>Electronic mail address: ggwaza@sadc.int</p> <p>Copy: Ms Veronica Chingalawa</p> <p>Email: vchingalawa@sadc.int</p>
	C. Preparation of Bids
ITB 9	The official language of the bidding process is: <i>English</i>
ITB 10.1 (h)	<p>The Bidder shall submit the following additional documents in its bid:</p> <p>a. Three copies of the offer – One Original and Two copies</p> <p>b. Bid Security.</p>
ITB 12.1	Alternative Bids “ <i>shall not be</i> ” considered.
ITB 13.5	The Bidders shall include in the bid price the following taxes: “ <i>None</i> ”
ITB 13.7	The prices quoted by the Bidder “ <i>shall not</i> ” be adjustable.
ITB 17.1	The validity period is 120 working days from the submission deadline.
ITB 18.1	Bid shall include a Bid Security (issued by bank) in the form specified in Section IV.
ITB 18.2	The amount of the Bid Security shall be 15,000 USD
ITB 18.2 (b)	The eligible countries are: SADC Member states countries with a registered branch in Botswana
ITB 18.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, Procuring Entity will declare the Bidder ineligible to be awarded contracts by the SADC Secretariat for a period of three (3) years.
ITB 19.1	In addition to the original of the bid, the number of copies is: Two.
	D. Submission and Opening of Bids
ITB 20.1	Bidders “ <i>shall not</i> ” have the option of submitting their bids electronically.
ITB 20.2 (c)	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>FRAMEWORK for Events Management (Events in Botswana) - Lot 3</p>

ITB 21.1	<p>For bid submission purposes, the Procuring Entity's address is:</p> <p>Attention:</p> <p>The Chairperson SADC Internal Tender Committee.</p> <p>Address: Southern African Development Community SADC Secretariat Plot 54385 New CBD P/Bag 0095 Gaborone Botswana</p> <p>The deadline for the submission of bids is: Date: Friday, 8th March 2019 Time: 16:00hrs, local time</p>
ITB 24.1	<p>The bid opening shall take place at:</p> <p>Southern African Development Community SADC Secretariat Plot 54385 New CBD P/Bag 0095 Gaborone Botswana</p> <p>Date: Friday, 8th March 2019 in DGP 48/49 Time: 16:00hrs, local time</p>
	E. Evaluation and Comparison of Bids
ITB 31.1	<p>The Leading partner must be legally registered in one of the SADC Member States.</p>
ITB 32.5	<p><i>[refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate]</i></p>
	F. Award of Contract
ITB 35.2	<p>The contract will be awarded to the offer which is the most cost effective (offers the best value for money) which obtains the highest number of</p>

	<p>points after the final evaluation on the basis of the ratio between quality criteria (60%) and the price (40%).</p> <p>The following formula will be used:</p> $TWP = (Q \times 0.6) + (P \times 0.4)$ <p>Where:</p> <p>Q= quality points</p> <p>P= price points</p> <p>FP=Final points</p>
ITB 37.3	<p>SADC Secretariat Procurement Guidelines <i>August 2017</i>, http://www.sadc.int/documents-publications/</p>

Section III. Evaluation and Award Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Procuring Entity may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

[The Procuring Entity shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Contents

- 1. Evaluation Criteria**
- 2. Financial Criteria**
- 3. Award Criteria**

1. Evaluation Criteria

The offer will be assessed on the basis on the following Evaluation Criteria:

No.	Criteria	Evaluation	Maximum points
1	Methodology	<p>How the contract implementation will be organised in order to guarantee efficiency and quality of the services to SADC in accordance with the requirements listed in the TOR</p> <p>Ability to proactively provide solutions to optimize Events management and improve cost efficiency.</p> <p>Broad selection of hotels in Botswana. Please provide list of the hotels.</p>	20
2	Compliance with the requested services,	<p>Response times (providing quotes, booking accommodation, conference rooms, transport)</p> <p>Reporting/statistics provided. Describe your ability to provide the requested statistics.</p>	20
3	24/7 service	Ability to provide services (electronic) outside working hours as well as during non working days.	15
4	Contract implementation team and infrastructure	<p>Compliance of team members with minimum requisites of the TOR (5.1).</p> <p>Provide a staff structure from the 6 permanent staff as indicated in (a) which should at least contain the following key positions</p> <ul style="list-style-type: none"> • Contract Manager with a minimum of two years' experience as a Contract Manager or equivalent • Account Manager with a minimum of two years' experience as an Account Manager or equivalent • Back Office Management with a minimum of two years' experience as a Back Office Manager or equivalent and • Three experts with at least three years of experience in Events Management <p>Detailed description of equipment/facilities the tenderer would use in order to deliver each one of the services indicated in the TOR. Backup facilities</p>	20

		that ensure the business continuity should also be described.	
5	Quality and appropriateness of the proposal for selected itineraries and related accommodation.	<p>Appropriateness of the proposed accommodation in relation to price, hotel category and proximity to meeting venue.</p> <p>Refer to details below in responding to this requirement</p> <p>Number of Delegates: 50</p> <p>Services required</p> <ul style="list-style-type: none"> • Hotel accommodation (4 star) in Gaborone • Transfer from airport to conference venue /conference venue to airport. (Assume the hotel accommodation is at the conference venue) • Conference room for at least 50 persons • Catering for 50 persons (lunch, dinner and snacks) • Comprehensive simultaneous interpretation services into English, French and Portuguese for 50 delegates to the conference. • Date and time of Conference: 10th - 16th February 2019. Assume sessions to be held between 9:00 am and 17:00 p.m. (one-hour lunch break) 	25
6	Financial resources	i) Minimum 3-year average annual turnover related to Events contracts of US\$200,000 within the last three years.	
		ii) Access to a dedicated credit line or overdraft facility of a minimum of US\$ 30.000 from a reputable banking institution	

2. Financial Criteria

Bidders shall quote a total (all-inclusive) price (fee per Event) as indicated in the scenario in the Financial Offer Form.

The financial offers will be compared on the basis of this scenario (average fee). The price tendered must be all-inclusive and expressed in USD and the price quoted may not be revised in line with the exchange rate movements.

1	Type	
	Agency facilitation cost for the following requirements:	Fee in %
A	Conference reservation package conferecne venue as per number of participants Conference pads and pens Flipcharts with papers and markers Whiteboard with markers and erasers sound system Table microphone Projector screen Data projector Wayer and mints WIFI Registration table upon prior request & name tags Morning and afternoon tea Lunch	
B	Simultaneous Interpretation equipment	
C	Hotel accommodation	
D	Fee for Translators/Interpreters	
E	Car rental/shuttle services	
	Average fee (A*50+B*20+C*20+D*5+E*5)	

Formula:

P= 100 x Best offer/Evaluated offer

3. Award Criteria

The contract will be awarded to the offer which is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation on the basis of the ratio between the quality criteria (60%) and the price (40%).

The following formula will be used:

$$\text{TWP} = (\text{Q} \times 0.6) + (\text{P} \times 0.4)$$

Where:

Q= quality points

P= price points

FP=Final points

Section IV. Bidding Forms

Table of Forms

1. Bid Form
2. Declaration of Honour Form (exclusion criteria and conflict of interest)
3. Bid Security Form
4. Financial Offer Form

FORM 1
BID FORM

Ref: as quoted in the letter of invitation to tender

Contract title: Contract title

Please supply one signed Bid Form together with two copies.

Bids submitted by consortiums (i.e., either a permanent, legally-established grouping or a grouping constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

1. SUBMITTED by (i.e. the identity of the Bidder)

	Name(s) and address(es) of legal entity or entities submitting this tender
Leader⁶	
Member	
Etc. ...	

2. CONTACT PERSON (for this tender)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

⁶ Add/delete additional lines for consortium members as appropriate. **Note that subcontractors are not considered to be consortium members.** If this tender is being submitted by an individual legal entity, the name of that legal entity should be entered as '**Leader**' (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium members between the deadline for receipt of tenders set in the Instructions to tenderers and the award of the contract is not permitted without the prior approval in writing of the Contracting Authority.

3. DECLARATION(S)

As part of its tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using the format in Form 2.

4. STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (for consortiums, this must include all consortium members), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender documents for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer, and our Financial offer, which is submitted in a separate, sealed envelope:

- Organisation & Methodology (technical offer)
- Tenderer's declaration (for a consortium, this must include one from every consortium member)
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

We undertake to guarantee the eligibility of the subcontractor for the parts of the service for which we have stated our intention to subcontract in our technical offer.

We are fully aware that, for a consortium, the composition of the consortium cannot be changed in the course of the tender procedure, unless the Contracting Authority gives its prior approval in writing. We are also aware that the consortium members would have joint and several liability towards the Contracting Authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is subject to acceptance within the validity period stipulated in ITB 17.1. which is 90 working days.

Signed on behalf of the tenderer:

Name	
Signature	
Date	

FORM 2

Declaration of Honor on Exclusion Criteria and Absence of Conflict of Interest

To be submitted on the headed notepaper of the legal entity concerned

Date

Name and address of the Procuring Entity

Ref: < Publication reference >

The undersigned (insert name of the signatory of this form),

Representing the following legal person.....(full official name, official legal form, full official address, fiscal registration number)

Declares that the above mentioned legal person is not one in one of the following situations which constitute exclusion criteria:

- a. Being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of the SADC member states;
- b. Have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);
- c. Have been declared guilty of grave professional misconduct proven by any means which Procuring Entity can justify;
- d. Have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;
- e. Have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Procuring Entity' financial interests; or
- f. Being currently subject to an administrative penalty for firm condemnation on the above.
- g. Has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interest, political or national affinity, family, emotional life or any other shared interest.
- h. Will inform the Contracting Authority, without delay of any situation considered a conflict of interest or could give rise to a conflict of interest.
- i. Has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract.
- j. Provided accurate, sincere and complete information to the Contracting Authority within the context of this tender;

Acknowledges that the above-mentioned person may be subject to administrative and financial penalties if any of the declarations of information proves false.

In case of award of contract, the following evidence shall be provided upon request and within the reasonable time limit set by the Contracting Authority:

For situations described in a., b., and e., production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country or origin showing that those requirements are satisfied. Where the bidder is a legal person and the national legislation of the country in which the bidder is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tender.

For the situation mentioned in point d. above, recent certificates or letters issued by the competent authorities of the state concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the bidder is liable, including for example VAT, company tax and social security.

For any of the situations (a,b,c,d,e) where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn statement made by the interested party before a judicial or administrative authority, a public notary or a professional body in his country of origin.

Yours faithfully,

Signature of authorised representative of the legal entity

Name and position of authorized representative of the legal entity

FORM 3 - BID SECURITY FORM

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Contract No. *[insert the number]* ("the Contract").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.
- (c) has presented false statements referring to declaration of honour on exclusion criteria and absence of conflict of interest.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight working days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

_____ *[signature(s)]*

FORM 4 – FINANCIAL OFFER FORM

(The authorised person in the consortium must sign the financial offer)

1	Type	
	Agency facilitation cost for the following requirements:	Fee in %
A	Conference reservation package	
B	Simultaneous Interpretation equipment	
C	Hotel accommodation	
D	Fee for Translators/Interpreters	
E	Car rental/shuttle services	
	Average fee ($A*50+B*20+C*20+D*5+E*5$)	

SECTION V - TECHNICAL OFFER - Organization and methodology

The bidder should propose a technical offer with an organization and methodology following the content of the Terms of Reference (section VI) containing at least the elements mentioned in paragraph 9 of the mentioned Terms of Reference.

Part 2 - Service Requirements

Section VI Terms of Reference

1.1. Procuring Entity

The Procuring Entity is Southern African Development Committee (SADC). Its Member States are Angola, Botswana, Comoros Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Democratic Republic of Congo, South Africa, Swaziland, Tanzania, Zambia and Zimbabwe.

1.2. SADC background

The Southern African Development Community (SADC) is an inter-governmental organization with headquarters in Gaborone, Botswana. Its goal is to further socio-economic cooperation and integration as well as political and security cooperation among the above mentioned 14 southern African states.

Its main mission is to provide strategic expertise and coordinate the harmonization of policies and strategies to accelerate regional integration and sustainable development. For this, the organization employs over 400 highly qualified officials national from the 14 Member States and international consultants.

More information can be found at the SADC webpage www.sadc.int

1.3. Current situation related to Event management

SADC officials are obliged to attend a high number of meetings both in the region and outside. Moreover, the institution also organizes meetings and seminars with government officials of Member States and other governments and international organizations.

SADC spends roughly 4.5 million USD yearly in managing of events. The Secretariat is now looking for the services of a reputable firm to undertake all its Event management services. It intends to enter into one single framework contract with a service provider for a minimum period of 24 months with possibility of extension. The Contractor (whether single or consortium) under this lot will provide Events management services to the Secretariat for all events/conferences/workshops in Botswana.

1. OBJECTIVE, SCOPE & EXPECTED RESULTS

2.1. Overall objective

The overall objective is to achieve a more efficient Event management system for the Secretariat.

2.2. Scope

Within the framework of this Tender, SADC would like to find a suitably qualified contractor to provide the services as stipulated in this TOR.

2.3. Results to be achieved by the Contractor

The Contractor may establish a branch of its agency at the SADC premises to provide Events Management services.

The Contractor will give a cost effective service to the institution according its internal procedure and regulations.

2. SCOPE OF THE TENDER

3.1. General

2.1.1. Description of the assignment

SADC requires an experienced Events Management service provider in order to provide those services to the institution through a single framework contract. The Contractor should be able to provide those services upon request by SADC.

The services required under Event management will relate, but are not limited to the following activities:

- Provide venues for meeting/conferences/workshops in the SADC region or outside the region as requested (Conference packages)
- Provide for Simultaneous Interpretation Equipment Services at the above mentioned meetings/conferences/workshops
- Provide for interpretation services at the above-mentioned meetings /conferences/workshops.
- Provide for translation services required at the above mentioned meetings/conferences/workshops
- Event coordination
- Preparing name badges and conference press kits and distributing them to participants
- Providing local assistance/local transport
- Communication activities
- Customer/Delegates satisfaction assessments

2.1.2. Geographical area to be covered

The contract shall apply to all events officially organized by SADC within Botswana

3.2. Specific work

The services and provisions listed below are indicative. Each request may require one or more of the services or provisions listed, valid for all missions, services and provisions: SADC remains the owner of data collected, including any and all personal data related to a mission.

The Contractor will be requested to organize/manage conferences and other events (meetings/workshops/trainings) on the request of SADC. The competent SADC officials will indicate all the specifics of the events at the request, including date, location, number of assistants, catering needs etc. It must be able to organize at competitive prices comprehensive events which should include transport from/to airport, venues for meetings, simultaneous interpretation services, translation services, catering services and any other services related to event management. The Contractor will provide the Contracting Authority with at least three options.

The SADC should specify on its request the extent and the quality of the services desired.

The Contractor will have to be able provide the following services:

A) Arranging accommodation for participants

If requested to do so, the Contractor will arrange for accommodation, within a price range communicated with SADC on an *ad hoc* basis, for staff travelling on official mission or experts or other staff attending events organized in the context of SADC work.

Convenience (proximity to the mission venue) should be also taken into account.

Reservations must be made in the category of hotel as specified in each request for services, in the city and/or part of the city indicated. Unless the Contracting Authority indicates otherwise, breakfast must be included in the rate charged for the room.

To this regard, the Contractor shall have at its disposal a broad selection of hotels across Southern Africa, including hotels applying special rates as granted to SADC staff (such list will be communicated to the Contractor). In addition, SADC will communicate the Contractor a list of suitable accommodation with guaranteed rates up to the threshold communicated at SADC Member States location.

The request for services will indicate the approximate number of nights to be booked for participants. The final number of nights will be determined by the actual travel arrangements and itinerary. Where travel arrangements require that the participant must spend additional nights in the hotel or during transit, this must be authorized by the Contracting Authority. All

information shall be provided at the earliest time possible and in any case within 6 working hours from the time of request.

The ability of the Contractor to provide shorter response times than the ones mentioned above will be considered advantageous in the evaluation of tenders.

As a general rule, the Contractor will have to settle the accommodation costs directly with the hotel.

The Contractor shall indicate its ability to provide a quotation for an alternative hotel of the same or superior standard at the same rate in case of non-availability of hotel accommodation on requested dates.

In addition, the Contractor must indicate its flexibility with regard to deadlines for last minute changes/cancellations.

Information on booking flexibility and related cost regarding possible changes or cancellation should be communicated by the Contractor in each quotation for accommodation.

B) Car rental

SADC may require car rental at the place of destination. In such occasions, this should be ensured through the issuing of vouchers with the most advantageous car rental company operation on the spot.

The Contractor shall have at its disposal a broad selection of car rental companies across the SADC region.

C) Venues for meeting/conferences/workshops

The Contractor shall hire venues for meetings/conferences and workshops, in Botswana upon request. The venues have to be in line with the Contracting Authority's indication of place,

dates, duration and number of participants. The Contractor must take into account accessibility and facilities for disabled participants.

D) Provide Simultaneous Interpretation Equipment for meetings/conference/workshops

The Contractor must be able to provide adequate simultaneous interpretation equipment for meetings according to requests by SADC.

On the request, the SADC must specify the type of equipment needed and for which purpose it should serve (number of interpreters, number of participants to the meetings/conference/) as detailed as possible.

E) Provide with interpretation services for meeting/conferences/workshops

The Contractor must be able to provide with interpretation services in workshops/meetings/conferences within Botswana in all the SADC working languages (English, French, Portuguese).

The SADC has a list of authorized interpreters, which will be given to the Contractor.

F) Provide with translation services for meetings/conferences/workshops

The Contractor must be able to provide translation services in the three SADC working languages (English, French, Portuguese). The SADC has a list of authorised translators, which will be given to the Contractor.

G) Local assistance

If specified by the Contracting authority in the request for services, the Contractor shall be responsible for ensuring that local assistance is available throughout the event to carry out various duties such as:

- Welcoming participants at the airport/hotel upon arrival and accompanying them upon departure
- Assistance at the event: such as welcoming participants, distributing badges, passing around the microphone, distributing conference kits
- Hiring intercity/intra city transfers as part of the conference program
- Secretarial assistance if need be

H) Additional facilities

At the Contracting Authority's request, the hire of additional facilities for secretarial work during the event may be necessary. The facilities must have a telephone line, internet access, computer with laser printer and appropriate software, copying equipment etc.

I) Communication activities

At the Contracting Authority's request, the Contractor may be required to record/tape the event discussions, produce audio-visual material (CD, DVDs etc) and provide USB keys containing speeches, paper and presentations delivered at the event for distribution among the participants. The Contractor may also be required to dispatch these documents by email to the event participants and invitees.

J) Cancellation

SADC will not accept bookings for services which will result in 100% cancellation fees if the cancellation/change has been requested in a reasonable period before the mission.

In the case of cancellation on short notice, the best alternative option to facilitate the mission in question should be provided. In addition, the Contractor will endeavour to minimise any penalties incurred by SADC. Penalties regarding any additional charges attributed to a fault of the Contractor will not be paid by SADC.

The Contractor has a duty to keep SADC informed at all times on the status and changes of a mission including information on such aspects as schedules, prices, extra charges applicable etc.

The Contractor may have a branch at SADC premises if need be, which will operate during SADC working hours (8:30 a.m. to 17:30 p.m.) from Monday to Friday except SADC public holidays which shall be communicated by SADC at the beginning of the year.

During working hours, the staff at the branch must be available at the office as well as by telephone, email or via voice call or through Internet. The Contractor will provide a dedicated team to serve SADC and also a direct phone line and email address to be used for communication with SADC and its staff.

The Contractor will guarantee enough resources to support via phone and email the volume of activities during normal working hours for each working day. Therefore, the Contractor must foresee the replacement of staff for any reason (sickness, holiday, training etc).

Flexibility during weekends and holidays is required. In particular, the Contractor has to make available and warrant a hotline service for urgent queries arising outside normal working hours and stretching at least two hours before office hours and three hours after (a telephone number must also be provided).

The ability of the Contractor to provide in addition to the above mentioned an emergency hotline service on a 24/7/basis for urgent queries arising outside working hours will be considered advantageous in the evaluation of tenders.

3.3. Project management

3.3.1 Responsible body

The Directorate of Administration of the SADC will be responsible for the daily implementation of this contract on behalf of the Contracting Authority. The Contracting Authority might at any moment decide to nominate a different Directorate/unit for such implementation.

3.3.2 Contract Management structure

The SADC will provide the Contractor with a management structure for the implementation of the contract. The Contractor will be informed of the contract management structure and the requisites with which the requests will have to comply with in order to be processed according to the contract.

The Contractor cannot process any request for services not containing these approvals as official requests.

Ordering processes and delivery of services will be ensured through the issuing by SADC of Purchase Orders. Purchase Orders will be issued once all options have been presented by the Contractor and approved by the Contracting Authority.

3. LOGISTICS AND TIMING

4.1. Location

SADC central premises in Gaborone, Botswana.

4.2. Start date & Period of implementation of tasks

As indicated in the contract. Estimated no later than June 2019 to May 2021.

4. REQUIREMENTS

5.1. Staff

The Contractor's staff must have a high level of professionalism. The team present at the branch shall have an excellent working knowledge of English, while some knowledge of French and/or Portuguese will be appreciated.

The Contractor may also propose staff members operating this contract who will not be present at the branch (managing reservations electronically). These staff members should also have a high level of professionalism and competence and able to deliver services in the three official SADC languages (English, French and Portuguese).

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organizations based in the country, shall only be approved to work as

experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

The bidders must present in their technical offer a team of a minimum of six (6) experts who will be dealing with the contract during the implementation (including curricula) and should have the following competencies:

- Fluent in English. Portuguese and French will be an advantage.
- Strong experience in Events management (at least one of the members of the team must have three years' experience).
- Extensive experience in dealing with clients (at least one member has to be client oriented with at least three years of experience in PR related activities).

The Team should comprise of at least the following expertise:

- Contract Manager with a minimum of two years' experience as a Contract Manager or equivalent
- Account Manager with a minimum of two years' experience as an Account Manager or equivalent
- Back Office Management with a minimum of two years' experience as a Back Office Manager or equivalent and
- Three experts with at least three years of experience in Events Management

Other experts, support staff & backstopping

The Contractor may be required to open a branch at the SADC premises, nevertheless it may rely on a lesser or bigger extent in backstopping given from the central premises.

The Methodology should extend on this point explaining how the bidder proposes to give a high quality service to the SADC both in the branch and at the Contractor's premises.

5.2. Office accommodation

SADC may provide (if deemed necessary) with an office to the Contractor at its central premises in Gaborone, Botswana.

The premises will not be furnished and will not contain any equipment except for internal telephone lines.

SADC will provide with electricity and water in the event the office is provided by the Secretariat.

5.3. Facilities to be provided by the Contractor

The Contractor shall ensure that the branch located at SADC premises will be adequately supported and equipped.

The Contractor will provide all the necessary equipment needed for contract implementation, included IT equipment, telephone terminals, software, hardware, furniture and any other equipment needed.

5.4. Equipment

No equipment is to be purchased on behalf of the SADC.

5. REPORTS

6.1. Reporting requirements

The Contractor will submit quarterly the following reports in English in one original and one copy. The Contractor will also provide an electronic version.

The Contractor will be requested to provide detailed statistics every quarter to reflect the work carried out for SADC. Such statistics must include accommodation and car vouchers, hotel nights, number of days for conference venues, number of days worked by interpreters/translators, visas issued and expenditure under the contract by month.

The Contractor and the SADC will agree on a template for this report immediately after the signature of the contract. The SADC will prepare a template with the content of this quarterly report.

At the end of the contract the Contractor will provide SADC with a consolidated report containing all the previous plus the last quarterly report. The reports will be presented in English.

6.2. Submission and approval of reports

The report referred to above must be submitted to the Project Manager identified in the contract. The Project Manager is responsible for approving the reports.

6. Financial arrangements/payments

The Contractor shall issue monthly invoices for the services rendered (above listed) in a period of a calendar month.

The invoice will at least contain the following information:

- a) Description of the transaction/service rendered
- b) Transaction reference number
- c) Upon SADC's request, the Contractor must be able to provide supporting documents which prove the actual cost of services rendered (conference package, accommodations, venues, car rental, etc)

SADC shall approve the invoices and process payment within 30 working days from receipt.

8. Content of the Technical proposal

The assessment of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in this Terms of Reference. To this end, the technical proposal shall clearly contain the following information to allow evaluation of the bid according to the technical criteria mentioned in section VI.

The technical offer must consist of a clear and comprehensive response to these Terms of Reference. The technical proposal should include a statement declaring that the bidder can provide all services mentioned and shall cover as **minimum** the following topics:

a) Confirmation of the tenderers ability to comply with the mandatory (minimum) requirements described in Part 2 (Terms of Reference), as follows:

- Ability to provide the services required as a minimum.
- Detailed description of the conference reservation process to ensure optimal quality of reservations.
- Ability to settle hotel bills directly if needed.
- Ability to provide emergency assistance
- Ability to comply the invoicing requirements as described.
- Availability of profiles defined in this Terms of Reference.

b) The Contract implementation proposals, describing in particular:

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- How the contract implementation will be organized in order to guarantee efficiency and quality of the services to SADC, in accordance with the requirements listed in the Terms of Reference;
 - Demonstration of the selection of hotels/event halls in Botswana at the disposal of the tenderer and the availability of lists of preferred hotels/locations;
 - Demonstration of the ability to provide special hotel rates to SADC. Statement of the guaranteed service levels, covering in particular:
 - Demonstration of the ability to manage events.

c) Statement of the guaranteed service levels, covering in particular:

- Ability to provide services outside the normal working hours as well as during weekends and holidays.
- Reporting/statistics provided. Describe ability to provide the requested statistics.

d) Description of the contract implementation team and infrastructures, in particular providing details of:

- Team size and composition and balance of skill mix of proposed team: profiles, team roles and responsibilities of all team members, including resource back-up according to Terms of Reference.
- Detailed description of equipment/facilities the tenderer would use in order to deliver each one of the services indicated in the Terms of reference. Backup facilities that ensure the business continuity should also be described;

PART 3 - CONTRACT
