



## NEGOTIATED PROCEDURE

### REQUEST FOR BIDS (RFB)

**Reference Number:** SADC/HR&ADMIN/03/2020

**Request for Bids Title:** **Supply and Delivery of Mini-bus**

**Number of Lots:** **1**

**SADC Secretariat** is inviting locally registered motor dealers to submit a bid for **Supply and Delivery of Mini-bus**

1. Bidders are being requested to quote for ALL items under in the RFB to be considered responsive.

2. Your quotation should be submitted in a sealed envelope clearly marked **“Supply and Delivery of Mini-bus”**, and addressed to;

*Head – Procurement unit*

*SADC Secretariat*

*Plot 54385 CBD*

*Gaborone*

**moreover, be dropped in the Tender Box situated at the reception of the above address.**

Each Bid must be registered in the Bid depositing Register that is located at the Reception.

3. The deadline for submission of your quotation, to the address indicated in Paragraph 3 is: **Friday 14<sup>th</sup> March 2020, 1500Hours**

Late Bids will be rejected.

Bids will be opened immediately after closing.

4. Bids by Fax or E-mail *are not* acceptable.

5. Your bids should be submitted as per the following instructions;

(i) PRICES: The prices should be quoted in the local currency, including all duties attached to the sale of the *goods* (such as VAT, customs duties, etc.) and transport to the final destination, which is SADC Secretariat Headquarters, Gaborone, Botswana.

- (ii) **SUBMISSION OF MANDATORY DOCUMENTS:** Bids should be accompanied by the following documents: **valid copies of Certificate of Incorporation, Trading Licence, Tax Clearance, PPADB Certificate, Banking Details and VAT certificates.**
- (iii) **EVALUATION AND AWARD OF PURCHASE ORDER:** Bids determined to be administrative (see Paragraph 2,3,4,5 and 6) and technically compliant to the requirements will be evaluated by comparison of their prices per lot (defined as above). The award will be made to the bidder offering an administratively and technically compliant quotation at the lowest total price for each lot separately.
- (iv) **VALIDITY OF THE OFFER:** Your bids should be valid for a period of 90 days from the date of deadline for submission of bids indicated in Paragraph 4 above.

6. The *goods* are expected to be delivered at the address indicated below within a maximum period of 3 *days* from the signature of the Purchase Order. Specific delivery period must be indicated for each lot and this is very critical.

7. Additional information and clarifications can be requested **in writing**, no later than 2 working days prior to deadline indicated in the paragraph 4 above, from:

Procuring entity: *SADC Secretariat*  
Contact person: *Isaac Moatshe*  
Telephone: +267 3951863  
Fax: +267 3972848  
E-mail: [imoatshe@sadc.int](mailto:imoatshe@sadc.int); [tlengoasa@sadc.int](mailto:tlengoasa@sadc.int)

**ANNEXES:**

**ANNEX 1: Technical Specifications**

**ANNEX 2: Bidding Document**

**Sincerely,**

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**Name:** *Isaac Moatshe*  
**For/Head of Procurement**  
**Date:** 03 March 2020

## **ANNEX 1. TECHNICAL SPECIFICATIONS**

### **SPECIFICATIONS**

- 14-18 seaters: fabric
- Diesel
- 2.5-3.0 liter
- Manual transmission
- White colour
- 4x2 wheel drive
- Difflock
- Standard rims
- Tyres: 235-65R16C
- ABS brakes
- Power steering wheel
- Air bags/Dual
- Electric windows
- Air conditioner, front and rear
- Warranty: Minimum 3 years/100 000 km.

### **ACCESSORIES/EXTRAS**

- Fire extinguisher:1
- Triangles: 2
- Reflector Jacket
- Wheel spanner
- Wheel stopper
- Spare tyre
- Audio system
- Tinted windows/Anti smash

**ANNEX 2**

**STANDARD BIDDING DOCUMENTS FOR  
PROCUREMENT OF GOODS**

**BIDDING DOCUMENTS**

**Issued on: 20 February 2020**

**for**

**Procurement of**  
*Minibus*

**CONTRACT NUMBER: 01**

**SPN NUMBER: SADC/HR & ADMIN/02/20**

**PROCURING ENTITY: SADC SECRETARIAT**

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**Invitation for Bids (IFB)**

Dear *Bidders*

2. The SADC Secretariat now invites proposals to provide the following goods and related/ancillary services: Supply and delivery of Minibus. More details on the Goods and Related Services are provided in the attached Supply Requirements.

3. The Bidding Documents can be downloaded from SADC Website address: [www.sadc.int/procurement/openoppourtunities](http://www.sadc.int/procurement/openoppourtunities)

4. A contractor will be selected under the Limited Bidding procurement method and procedures described in this Bidding Documents.

5. 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

PART 2 – Supply Requirements

Section V. Schedule of Requirements **Error! Bookmark not defined.**

PART 3 - Contract **Error! Bookmark not defined.**

6. Please inform us, upon receipt, within maximum seven (7) days:

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

Yours sincerely,

Signature:

Name: Isaac Moatshe

Title For/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 legal entity will sign the contract.
- (d) “Contractor” means any legal entity that may deliver or delivers the goods/equipment 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 contract 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 (evaluators).
- (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) “Related/ancillary Services” means the secondary services related to the main Goods contract which will be also offered (training, maintenance etc)
- (m) “Subcontractor” means any person or entity with whom the Bidder or Contractors intends to subcontracts any part of the contract.
- (n) “Technical Specifications” means the document included in the BD as Section V that provides the minimum technical characteristics and the quantities of goods and related/ancillary services need by the Procuring Entity from the Contractor.

## 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 Goods and Related Services 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 Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements of Invitation, 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 goods and related services specified in Section VI, Schedule of Requirements.
- 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. However, the quantity of goods and ancillary services indicated under each individual lot shall be indivisible. Bids for only part of the goods and related/ancillary services indicated under each lot shall be considered incomplete and automatically disqualified.
- 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.<sup>1</sup> 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”<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;

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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> *“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.*

- (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 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 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;

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<sup>3</sup> 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.

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

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

- (iii) will cancel or terminate any ongoing contract with the bidder /the contractor;
- (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** 3.1 Pursuant the paragraph 3.2 to 3.4 of this Clause, participation in tender and in award of contracts shall be open on equal terms to:

- (a) Natural persons, companies or firms, or associations or public or semi -public agencies.
- (b) Cooperative societies and other legal persons governed by public or private law.
- (c) Joint ventures, consortium or association of firms.

3.2 Bidders shall not be eligible for the award of contracts where:

- (a) They are bankrupt;
- (b) Payments to them have been suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with their national laws in the total or partial loss of the right to administer and dispose of their property;

(c) Legal proceedings have been instituted against them involving an order suspending payments and which may result, in accordance with their national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of their property;

(d) They have been convicted, by a final judgment, of any crime or offence concerning their professional conduct;

(e) They are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender;

(f) They have been sanctioned by SADC Secretariat pursuant SADC Procurement and Grants Policy;

3.3 Only shortlisted Bidders indicated in **the Bidding Data Sheet** are allowed to participate in this bidding process. If a Bidder is shortlisted as Joint Venture or Consortium, the composition of Joint Venture or Consortium can be changed with prior approval of the Procuring Entity and only if (i) is supported by solid and objective arguments, (ii) does not alter the competition, (iii) is not generating a conflict, and (iv) is not invalidating the criteria and conditions in place when the joint venture or consortium was prequalified.

3.4 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the general services to be purchased under these Bidding Documents. Affiliates are the group of companies, firms, associations, etc. where the Bidder or any of the major shareholders owns a minimum of twenty percent (20%) of shares of the share capital. For the same purpose, major shareholder is any legal or physical person who owns no less than twenty percent (20%) of the shares of the Bidder; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid; or

(c) they have controlling partners in common; or

- (d) they receive or have received any direct or indirect subsidy from any of them; or
- (e) they have the same legal representative for purposes of this bid; or
- (f) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Procuring Entity as project manager, supervisor, assessor, monitor, evaluator, auditor or any others similar assignment for the contract.

3.5 A Bidder that is under a declaration of ineligibility by the SADC Secretariat in accordance with ITB Clause 2, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified in the **BDS**.

#### 4. Eligible Goods and Related Services

- 4.1 Unless otherwise stated **in the BDS**, SADC Secretariat does not restrict the Goods and Related Services to be supplied under the Contract and on the basis of their origin.
- 4.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

#### 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 Criteria
- Section IV. Bidding Forms

**PART 2 Supply Requirements**

- Section VI. Schedule of Requirements

**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) 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 at the latest 11 days before the deadline for submission. 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, Technical Offer Form and the applicable Price Schedules, in accordance with ITB Clauses 11, 13, and 14;
  - (b) Bid Security, in accordance with ITB Clause 20, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;
  - (d) documentary evidence in accordance with ITB Clause 15 establishing the Bidder's eligibility to bid;
  - (e) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - (f) documentary evidence in accordance with ITB Clauses 17 and 29, that the Goods and Related Services conform to the Bidding Documents;

(g) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

(h) any other document **required in the BDS.**

**11. Bid Submission Form, Technical Offer Form and Price Schedules**

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.

11.3 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

**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 and in the Price Schedules shall conform to the requirements specified below.

13.2 All lots and items must be listed and priced separately in the Price Schedules.

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 The terms EXW, CIP, DAP, DDP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.

13.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country,

in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Procuring Entity's Country:
- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Procuring Entity's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside the Procuring Entity's Country, to be imported:
- (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Entity's Country, or CIF named port of destination, as specified in the **BDS**;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
  - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Procuring Entity's Country, already imported:

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Entity. For clarity the bidders are asked to*

*quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Procuring Entity's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

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 BWP. **Bids express 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 Eligibility of the Bidder**
- 15.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 16. Documents Establishing the Eligibility of the Goods and Related Services**
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 4, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 17. Documents Establishing the Conformity of the Goods and Related Services**
- 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.
- 17.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder

may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**18. Documents  
Establishing the  
Qualifications  
of the Bidder**

18.1 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**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Entity's Country;
- (b) 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 Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19. Period of  
Validity of Bids**

19.1 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.

19.2 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 20, 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 19.3.

19.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) 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.

## 20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid, if required, as **specified in the BDS.**
- 20.2 The Bid Security shall be in the amount specified in the **BDS** and denominated in BWP, 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 the 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 20.5 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 Clause 19.2;
- 20.3 If a Bid Security is required in accordance with ITB Sub-Clause 20.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 20.1, shall be rejected by the Procuring Entity as non-responsive.
- 20.4 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 40.
- 20.5 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 19.2; or
- (b) if the successful Bidder fails to:
  - (i) **sign the Contract in accordance with ITB Clause 39;**
  - (ii) **furnish a Performance Security in accordance with ITB Clause 40.**

20.6 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.

20.7 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 19.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 39; or furnish a performance security in accordance with ITB 40;

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**.

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

- 21.1 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.
- 21.2 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.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### **D. Submission and Opening of Bids**



**22. Submission, Sealing and Marking of Bids**

22.1 Bidders may always submit their bids by certified mail/courier 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 Bid, including alternative bids, if permitted in accordance with ITB Clause 12, 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 one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

22.2 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 23.1;
- (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 26.1.

22.3 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.

**23. Deadline for Submission of Bids**

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

23.2 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.

**24. Late Bids**

24.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. 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.

**25. Withdrawal, Substitution, and Modification of Bids**

25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 21.2, (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 21 and 22 (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 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned unopened to the Bidders.

25.3 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.

**26. Bid Opening**

26.1 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 22.1, shall be as **specified in the BDS**.

26.2 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.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.

26.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

#### E. Evaluation and Comparison of Bids

**27. Confidentiality** 27.1 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.

27.2 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.

27.3 Notwithstanding ITB Sub-Clause 27.2, 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.

**28. Clarification of Bids** 28.1 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. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the bids, in accordance with ITB Clause 30.

**29. Responsiveness of Bids**

29.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**30. Nonconformities, Errors, and Omissions**

30.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the

decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) 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; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**31. Preliminary Examination of Bids**

31.1 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.

31.2 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.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 11.1;
- (b) Technical Offer Form, in accordance with ITB Sub-Clause 11.2;
- (c) Price Schedules, in accordance with ITB Sub-Clause 11.3;
- (d) Bid Security, in accordance with ITB Clause 20, if applicable.

**32. Examination of Terms and Conditions; Technical Evaluation**

32.1 The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

32.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid

is not substantially responsive in accordance with ITB Clause 29, it shall reject the Bid.

32.4 The evaluation committee shall use the Administrative Compliance Grid and the Technical Compliance Grid in order to assess the qualification and evaluation criteria (see Section IV Bidding Forms).

### 33. Evaluation of Bids

33.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

33.2 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.

33.3 To evaluate a Bid, the Procuring Entity shall consider the following:

- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 13.4; and
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria.

33.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in the Procuring Entity's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Procuring Entity's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

- 33.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 33.3 (d).
- 33.6 If so **specified in the BDS**, the Procuring Entity shall grant a margin of preference in the evaluation of bids offering General Services and Related Goods manufactured in the SADC countries, when compared to bids offering General Services and Related Goods works manufactured elsewhere. The margin of preference shall be calculated as a fifteen percent (15%) discount to the evaluated total price. To qualify for the regional preference, the bids shall offer Goods and Related Services of at least fifty percent (50%) in contract value of SADC origin.
- 33.7 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
- 34. Comparison of Bids** 34.1 The Procuring Entity shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 33.
- 35. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids** 35.1 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

- 36. Award Criteria** 36.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily against the qualification criteria specified in Section III, Evaluation and Qualification Criteria. .

- 37. Procuring Entity's Right to Vary Quantities at Time of Award**
- 37.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 38. Notification of Award**
- 38.1 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.
- 38.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 38.3 The Procuring Entity shall publish a Contract Award Notice on SADC Secretariat website t 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**.
- 38.4 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 19.
- 38.5 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 40, the Procuring Entity will promptly discharge the bid security of each unsuccessful Bidder, pursuant to ITB Clause 20.4.



**39. Signing of Contract**

- 39.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 39.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.
- 39.3 Notwithstanding ITB 39.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Procuring Entity and of the SADC Secretariat that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**40. Performance Security**

- 40.1 Within twenty eight (28) 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 IX Contract forms, 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 20.4.
- 40.2 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 goods 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.

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: SADC Secretariat
ITB 1.1	<p>The name and identification number of the Contract is: SADC/HR&amp;ADMIN/02/2020</p> <p>The number, identification and names of the lots comprising this Contract are: SADC/HR&amp;ADMIN/02/2020, Lot 1 Procurement of Vehicle</p>
ITB 1.2	<p>The procurement method is: Limited Bidding</p> <p>The procurement Guidelines edition is :Limited Bidding</p>
ITB 1.3	Bidders are allowed to bid for all lots or for combinations of lots. The following restrictions shall apply: None
ITB 3.3	<p>A list of shortlisted firms invited to bid is the following:</p> <p><i>Not applicable. The tender is Open to all bidders that meets the eligibility criteria stated in the bidding document</i></p>
ITB 3.5	A list of firms debarred from participating in SADC Secretariat financed projects is available at <a href="http://www.sadc.int">http://www.sadc.int</a>
ITB 5.1	Goods and related services originating from the following countries are not eligible for SADC Secretariat financed contracts: <b>Not Applicable</b>
<b>B. Contents of Bidding Documents</b>	
ITB 6.1	<p>For <b>Clarification of bid purposes</b> only, the Procuring Entity's address is: Attention: Isaac Moatshe, Assistant Procurement Officer Address: SADC Secretariat, Plot CBD Gaborone City: Gaborone</p>

	Country: Botswana Telephone: +267 3951863 Facsimile number: 267 3181070 Electronic mail address: <a href="mailto:imoatshe@sadc.int">imoatshe@sadc.int</a> <b>With copy to:</b> <a href="mailto:tlengoasa@sadc.int">tlengoasa@sadc.int</a>
	<b>C. Preparation of Bids</b>
<b>ITB 9</b>	The official language of the bidding process is: <i>English</i>
<b>ITB 10.1 (h)</b>	The Bidder shall submit the following additional documents in its bid: Table showing past experience with the following details; Name of client, qty of motor vehicles, Year when the contract was performed, and valid contact details. <i>[insert list of documents, if any]</i>
<b>ITB 12.1</b>	Alternative Bids <b><i>shall not be</i></b> considered.
<b>ITB 13.5</b>	The Incoterms edition is: <i>[insert year of edition i.e. “Incoterms 2000”].</i> <i>CIP, SADC Secretariat, Plot 54385 CBD, Gaborone, Botswana</i>
<b>ITB 13.6 (b) (i) and (c) (iii)</b>	Place of Destination: <i>[insert named Place of destination as per Incoterm used]</i> <i>SADC Secretariat, Plot 54385 CBD, Gaborone, Botswana</i>
<b>ITB 13.6 (a) (iii);(b)(ii) and (c)(v)</b>	“Final destination (Project Site)”: <i>SADC Secretariat, Plot 54385 CBD, Gaborone, Botswana</i>
<b>ITB 13.6 (b) (iii)</b>	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Procuring Entity’s Country shall be quoted: <i>[insert appropriate Incoterm, other than CIP] FCA/CPT, SADC Secretariat, Plot 54385 CBD, Gaborone, Botswana</i>
<b>ITB 13.7</b>	The prices quoted by the Bidder <b><i>shall not</i></b> be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.
<b>ITB 17.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): ten years

<b>ITB 18.1 (a)</b>	Manufacturer's authorization is: <i>required</i>
<b>ITB 18.1 (b)</b>	After sales service is <i>required</i>
<b>ITB 19.1</b>	The bid validity period shall be 90 days.
<b>ITB 20.1</b>	(a) Bid shall include a Bid Security (issued by bank) in the form specified in Section IV Bidding Forms.
<b>ITB 20.2 (a)</b>	The amount of the Bid Security shall be: <i>Not Applicable</i>
<b>ITB 20.2 (b)</b>	The reputable bank issuing the Bid Security: <i>Not Applicable</i>
<b>ITB 20.7</b>	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Procuring Entity will declare the Bidder ineligible to be awarded contracts by the SADC Secretariat for a period of three (3) years : <i>Not Applicable</i>
<b>ITB 21.1</b>	In addition to the original of the bid, the number of copies is: <b>Two (2)</b>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.1</b>	Bidders <i>shall not</i> have the option of submitting their bids electronically.
<b>ITB 22.1 (b)</b>	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be : <i>Not Applicable</i>
<b>ITB 22.2 (c)</b>	The inner and outer envelopes shall bear the following additional identification marks: <b>TENDER FOR THE SUPPLY AND DELIVERY OF MINIBUS/SADC/HR &amp; ADMIN/02/2020</b>
<b>ITB 23.1</b>	For bid submission purposes, the Procuring Entity's address is: Attention: Head of Procurement Address: SADC Secretariat, Plot 54385 CBD, Gaborone, Botswana Floor-Room number: N/A City: Gaborone Country: Botswana The deadline for the submission of bids is: Date: 06 March 2020 Time: <i>15:00 pm</i>

<b>ITB 26.1</b>	<p>The bid opening shall take place at:  Street Address: SADC Secretariat, Plot 54385 CBD, Gaborone, Botswana  Ground Floor Room number: <i>DGP26</i>  City: <i>Gaborone</i></p> <p style="text-align: center;"><b>1.</b></p> <p>Date: <i>06 March 2020</i></p> <p style="text-align: center;"><b>2.</b></p> <p>Time: <i>15:00 pm immediately after bid closing time</i></p> <p style="text-align: right;"><b>Country: Botswana</b></p>
<b>ITB 26.1</b>	<p>If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <i>[insert description of the procedures]</i></p> <p><i>Not applicable</i></p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 33.3(a)</b>	<p>Evaluation will be done for <i>Items</i></p> <p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p>

<b>ITB 33.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>Yes</i> acceptable delivery period is between 8 weeks – 12 weeks from date of signing the contract</p> <p>(b) Deviation in payment schedule <i>No</i></p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: <i>No. If yes, insert the Methodology and criteria]</i></p> <p>(d) the availability in the Procuring Entity’s Country of spare parts and after-sales services for the equipment offered in the bid <i>[insert Yes or No, If yes, insert the Methodology and criteria]</i></p> <p>(e) the projected operating and maintenance costs during the life of the equipment <i>[insert Yes or No, If yes, insert the Methodology and criteria]</i></p> <p>(f) the performance and productivity of the equipment offered; <i>[Insert Yes or No. If yes, insert the Methodology and criteria]</i></p> <p>(g) <i>Additional Evaluation Criteria;</i></p> <p><i>(i) Provision of Manufacturer Authorization Form is the bidder is an agent.</i></p> <p><i>(ii) If the supplier is not based in Purchaser’s country, the supplier must provide details of the local company that will be able to provide Pre-Delivery inspection, and warranty services.</i></p>
<b>ITB 33.6</b>	The Procuring Entity <i>[ insert “shall” or “shall not”]</i> grant Regional Preference for the purpose of the evaluation of this Contract.
<b>ITB 33.7</b>	Bidders <i>[insert “shall “or “shall not”]</i> be allowed to quote separate prices for one or more lots. <i>[refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate]</i>
<b>F. Award of Contract</b>	
<b>ITB 37.1</b>	The maximum percentage by which quantities may be increased is: <i>Not Applicable</i>

	The maximum percentage by which quantities may be decreased is: <i>Not Applicable</i>
<b>ITB 38.3</b>	SADC Secretariat Procurement Guidelines <i>are described in the article 7 of the SADC Secretariat Procurement Guidelines <b>January 2017 edition</b></i>

## **Section III. Award, Evaluation and Qualification/Selection 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 (ITB 33.3 (d))
2. Multiple Contracts (ITB 33.6)
3. Qualification Criteria (ITB 36)



## 1. Evaluation Criteria (ITB 33.3 (d))

The Procuring Entity's evaluation of a bid may take into account, in addition to the Bid Price (**award criteria**) quoted in accordance with ITB Clause 13.6, one or more of the following factors as specified in ITB Sub-Clause 33.3(d) and in BDS referring to ITB 33.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 33.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule*

## 2. Administrative and technical compliance grids.

These grids are part of section IV (Bidding Forms). They will be filled/used by the evaluation committee and are part of Bidding Documents. The Bidders do not need to complete them.

## Section IV. Bidding Forms

### Table of Forms

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## Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Contract No.: *[insert number of bidding process]*

Invitation for Prequalification No.: *[insert No of IFP]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 40 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder,*

A. \_\_\_\_\_

*including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the SADC Secretariat, under the Procuring Entity’s country laws or official regulations, in accordance with ITB Sub-Clause 3.3;
- (j) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—are not falling under any of the exclusion criteria stated in ITB Sub-Clause 3.4;
- (k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
 In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

A. \_\_\_\_\_

## Technical Offer Form

Crt. No.	Specifications Required (to be filled in by the Procuring Entity)			Specifications Offered (to be filled in by the Bidder)			
	Type of goods	Technical Specification	Quantity	Type of goods	Technical Specification	References to brochures and other supporting evidence	Quantity
1	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
2	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
<i>n</i>	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>

B. \_\_\_\_\_

## Price Schedule Forms

3. *[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the Technical Specification Form specified by the Procuring Entity in the Bidding Forms]*

4.

5.

6.

## Price Schedule: Goods Manufactured Outside the Procuring Entity's Country, to be Imported

(Group C bids, goods to be imported)							Date: _____	
							Contract No: _____	
							Page N° _____ of _____	
In US BWP								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 13.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Procuring Entity's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

B. \_\_\_\_\_

## Price Schedule: Goods Manufactured Outside the Procuring Entity’s Country, already imported

(Group C bids, Goods already imported)										Date: _____	
										Contract No: _____	
										Page N° _____ of _____	
In BWP											
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 13.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 13.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 13.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 13.6(c)(f) (Col. 5×8)	Price per line item for inland transportation and other services required in the Procuring Entity’s country to convey the goods to their final destination, as specified in BDS in accordance with ITB 13.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 13.6(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Procuring Entity’s country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

A. \_\_\_\_\_



## Price Schedule: Goods Manufactured in the Procuring Entity's Country

Procuring Entity's Country  _____		(Group A and B bids)  In US BWP				Date: _____ Contract No: _____ Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Procuring Entity's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Procuring Entity's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 13.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

A. \_\_\_\_\_

## Price and Completion Schedule - Related Services

In BWP						Date: _____
						Contract No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Procuring Entity's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

A. \_\_\_\_\_

## Bid Security (Bank Guarantee)

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

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Procuring Entity]*

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

**BID GUARANTEE No.:** \_\_\_\_\_

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 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.

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 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)]*

B. \_\_\_\_\_

## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
Contract No.: *[insert number ]*

To: *[insert complete name of Procuring Entity]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 26 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

B. \_\_\_\_\_



**ADMINISTRATIVE COMPLIANCE GRID FOR GOODS**

*To be tailored to the specific project.*

<b>Contract title :</b>		<b>Publication reference :</b>	
-------------------------	--	--------------------------------	--

Tender envelope number	Name of Bidder	Is Bidder's (consortium) nationality <sup>6</sup> eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is Bid submission form complete? (Y/N)	Is Bidder's declaration signed (by all consortium members if a consortium)? (Yes/No/Not Applicable)	Other administrative requirements of the bidding documents? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								
7								

<b>Secretary's name</b>	
<b>Secretary's signature</b>	
<b>Date</b>	

\_\_\_\_\_

B. \_\_\_\_\_

**EVALUATION GRID FOR GOODS**

*To be tailored to the specific project. Must be completed by the Evaluation Committee.*

<b>Contract title :</b>	<b>Publication reference :</b>
-------------------------	--------------------------------

Tender envelope No	Name of Bidder	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with <sup>7</sup> technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Subcontracting statement in accordance with the General Conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? (Y/N)	Justification notes:
1											
2											
3											
4											

<b>Evaluator's name &amp; signature (Chairman)</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Date</b>	

\_\_\_\_\_

A. \_\_\_\_\_

## **PART 2 – Supply Requirements**

### **Section V. Schedule of Requirements**

#### **Contents**

- 1. List of Goods and Delivery Schedule 53**
- 2. List of Related Services and Completion Schedule 54**
- 3. Technical Specifications 55**
- 4. Drawings 58**
- 5. Inspections and Tests 59**



### Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Procuring Entity, and shall cover, at a minimum, a description of the goods and ancillary services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Procuring Entity’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

## 1. List of Goods and Delivery Schedule

*[The Procuring Entity shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]*

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date <i>[to be provided by the bidder]</i>
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
1	Vehicle	01	01	SADC RPTC Zimbabwe	8 weeks	12 weeks	

B. \_\_\_\_\_

## 2. List of Related Services and Completion Schedule

**Not applicable**

*[ This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>/. [insert Service No]</i>	<i>/. [insert description of Related Services]</i>	<i>/. [insert quantity of items to be supplied]</i>	<i>/. [insert physical unit for the items]</i>	<i>/. [insert name of the Place]</i>	<i>IX. [insert required Completion Date(s)]</i>
X.	XI.	XII.	XIII.	XIV.	XV.
XVI.	XVII.	XVIII.	XIX.	XX.	XXI.
XXII.	XXIII.	XXIV.	XXV.	XXVI.	XXVII.
XXVIII.	XXIX.	XXX.	XXXI.	XXXII.	XXXIII.
XXXIV.	XXXV.	XXXVI.	XXXVII.	XXXVIII.	XXXIX.

1. If applicable

A. \_\_\_\_\_

### 3. Technical Specifications

*The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS take into account that:*

- *The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Procuring Entity.*
- *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *The use of metric units is requested.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- *Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
  - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*

A. \_\_\_\_\_

- (b) *Detailed tests required (type and number).*
  - (c) *Other additional work and/or Related Services required to achieve full delivery/completion.*
  - (d) *Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.*
  - (e) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

*When the Procuring Entity requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.*

*[If a summary of the Technical Specifications (TS) has to be provided, the Procuring Entity shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]*

***“Summary of Technical Specifications.*** *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

<b><i>Item No</i></b>	<b><i>Name of Goods or Related Service</i></b>	<b><i>Technical Specifications and Standards</i></b>
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>

*Detailed Technical Specifications and Standards [whenever necessary].*

A. \_\_\_\_\_

*[Insert detailed description of TS]*

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A. \_\_\_\_\_

## 4. Drawings

Not applicable

These Bidding Documents includes *[insert “the following” or “no”]* drawings.

*[If documents shall be included, insert the following List of Drawings]*

<b>List of Drawings</b>		
<b>Drawing Nr.</b>	<b>Drawing Name</b>	<b>Purpose</b>

A. \_\_\_\_\_

## 5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

Pre-Delivery Inspection

A. \_\_\_\_\_