



NEGOTIATION PROCEDURE

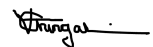
Reference Number:

RFB Title: Design , construction ,supply and erection of Dr. Julius Nyerere Statute

1. SADC Secretariat is inviting company to submit a bids for the Supply of the following:
Design , construction ,supply and erection of Dr. Julius Nyerere Statute
2. You should send only one quotation for this requirement.
3. Your quotation should be addressed to this email: Procurement Unit
4. Quotations should be sent to: nyerere@sadc.int
Cc : tlengoasa@sadc.int; cchingalawa@sadc.int; mmalongo@sadc.int; tenders@sadc.int
5. The deadline for submission of your quotation to the email addresses indicated in Paragraph 4 above is: 1st July 2021 ; 15:30
6. Your quotation should be submitted as per the following instructions, and in accordance with the Terms and Conditions of the Standard Purchase Order for SADC which is available on request.

- (i) **PRICES:** The prices should be in United States Dollar , including all duties attached to the sale of the *goods* (such as VAT, customs duties, etc) and transport to the final destination.
- (ii) **EVALUATION AND AWARD OF PURCHASE ORDER:** Quotes determined to be administrative (see Paragraph 1,2,3,4 and 5 and technically compliant to the requirements will be evaluated by comparison of their prices. The award will be made to the bidder offering an administratively and technically compliant quotation at the lowest total price.
- (iv) **VALIDITY OF THE OFFER:** Your quotations should be valid for a period of 90 days from the date of deadline for submission of quotation indicated in Paragraph 5 above.

7. The Delivery time should be clearly stated .



SOUTHERN AFRICAN DEVELOPMENT COMMUNITY

TENDER DOCUMENT

FOR

**The Construction of a Statue in Honour of H.E.
Julius Kambarage Nyerere at the African Union
Commission Peace and Security Building,
Addis Ababa, Ethiopia**

FOR

SOUTHERN AFRICAN DEVELOPMENT COMMUNITY

TENDER NO: SADC/ NYERERE ST / 02

Version 1.2

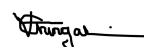
**SOUTHERN AFRICAN DEVELOPMENT COMMUNITY SECRETARIAT,
PLOT 54385 CBD
P / BAG 0095
GABORONE
BOTSWANA**

April 2021

**TENDER DOCUMENT (TD) – THE CONSTRUCTION OF A STATUE IN HONOUR
OF H.E. JULIUS KAMBARAGE NYERERE AT THE AFRICAN UNION COMMISSION
PEACE AND SECURITY BUILDING IN ADDIS ABABA, ETHIOPIA**

The Construction of a Statue in Honour of H.E. Julius Kambarage Nyerere at the African Union Commission Peace and Security Building in Addis Ababa, Ethiopia	DATE: May 2021 REFERENCE: SADC/ NYERERE STATUE / 02
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Dear Sir / Madam:



We kindly request you to submit your quotation for the Construction of a Statue in Honour of H.E. Julius Kambarage Nyerere at the African Union commission Peace and Security Building in Addis Ababa, Ethiopia, as detailed in this TD. When preparing your quotation, please be guided by the Bill of Quantities attached hereto as Annex A.

Tender Documents must be submitted on or before **15:00 hours 10th June 21** on the email to the address below:

nyerere@sadc.ict

THE Head of Procurement
Southern African Development Community
The Construction of a Statue in Honour of President Julius Kambarage Nyerere at the African Union Commission Peace and Security Building In Addis Ababa, Ethiopia.
Tender Number: SADC / NYERERE ST / 02
Plot 54385 CBD
P / BAG 0095
Gaborone, Botswana

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by SADC after the deadline indicated above, for whatever reason, shall not be considered for evaluation. You shall return this document together with the required documents as they would form the Contract Documents.

Due to COVID19 protocols physical hardcopies will not be accepted.

Any queries relating to this tender should be addressed to the following contacts: Do not use these emails for submission of tenders.

Mr. Martin Malongo
mmalongo@sadc.int

Ms. Veronica Chingalawa
vchingalawa@sadc.int

Mr. Temba Lengoasa
tlengoasa@sadc.int

EXPLANATIONS CONCERNING BIDDING DOCUMENTS

Deadline for request for clarifications is 24th May 2021 or, specifying the publication reference and the contract title:

The Contracting Authority has no obligation to provide additional information after this date.

Deadline for responses to the request for clarifications by the contracting authority is 28th May 2021, at 15:30hrs.

**The questions and answers will be published on the SADC Secretariat website:
www.sadc.int**

1: BACKGROUND INFORMATION

On 12 October 2016, the African Union Commission (AUC) inaugurated the Julius Nyerere Peace and Security Building at the African Union Headquarters in Addis Ababa, Ethiopia. The building has enhanced the African Union's capabilities of discharging its mandate of promoting peace, security and stability in Africa.

The proposal to construct President Julius Nyerere statue at the Peace and Security Building at the African Union Headquarters was primarily recommended by H.E Robert Mugabe, Former President of Zimbabwe during their 35th Southern African Development Community (SADC) Summit of Heads of States and Government which was held in August 2015 in Harare, Zimbabwe. In this meeting, President Mugabe came up with a mechanism to honor the Legacy of the SADC Founding Fathers and he further urged SADC leaders to recognize the contribution made by the Founding Fathers to the Liberation of the Region and the Continent.

The Statue would go a long way in honoring the former Tanzanian President, Julius Nyerere's contribution to the Liberation of the Southern African Countries and his promotion of peace and security in Africa.

In line with the above, the SADC Secretariat intends to appoint a reputable Sculptor Company to undertake the designs and construction of the said statue, at the Julius Nyerere Peace and Security Building at the African Union Headquarters in Addis Ababa, Ethiopia. This is an open tender to be advertised in all the 16 SADC Member States. The statue will be erected in front of the Julius Nyerere Peace and Security Building at the African Union Headquarters in Addis Ababa, Ethiopia. The client will decide the exact location. The scope of work for this project is outlined in this tender document as follows:

CLIENT

The client is SADC, an organization for economic Integration, comprising of 16 Member States, whose headquarters are in Gaborone, Botswana.

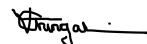
All correspondence shall be addressed to:

Email : vchingalawa@sadc.int

The Head of Procurement
Southern African Development Community
P / Bag 0095
Gaborone
Botswana

The Physical Address is:

SADC Secretariat
Plot 54385 CBD



Gaborone, Botswana

The contact Address is:

Telephone: +267 3951863

Fax: +267 3951864

Web: www.sadc.int

2. PROJECT SCOPE

The following is the scope and extent of work to be covered in this project:

- a) To Design and Construct two (2) prototypes (miniature versions of the statue) each of approximately 300 mm long. The sculptor is to provisionally price for the construction of two (2) trials of prototypes. The prototypes will be constructed one at a time, until the right version, representing all the specified features of President Julius Nyerere is achieved. If the first prototype is approved, then there will be no need to construct the second prototype. The right prototype must be approved by the client, before the sculptor is allowed to proceed with the construction of the main Statue. The prototypes should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototypes will be eventually handed to the client. The client will provide the preferred photo of President Nyerere for the sculptor to mimic when designing and constructing the prototypes (and the main statue);
- b) To Transport the prototypes to Tanzania, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototypes to Tanzania and back to their destination. All the other associated expenses to be included when pricing for this item. Please, remember that the sculptor must provisionally allow for two trips to Tanzania and back;
- c) To Design and Construct the pedestal or the reinforced concrete foundation for the statue based on the African Union dimensions/specifications as Indicated in Annex B attached, including provision of 50mm thick black granite. Construction will include all the excavations, backfilling, compacting, shuttering, fixing reinforcement and pouring concrete and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. It must be observed that the African Union commission in Annex B, has provided only the above ground dimensions of the foundation, for aesthetical reasons and to maintain uniformity with other existing statues at the African Union. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the

statue to be erected above the foundation and durability of the foundation; Obviously the foundation for the statue will also be constructed at the African Union commission Peace and Security Building in Addis Ababa, Ethiopia;

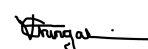
- d) To Design and Construct the Main bronze statue, based on the African Union Specifications as shown in Annex B, including: modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze; and
- e) Transportation of the main bronze statue to the African union Commission Peace and Security Building in Addis Ababa, Ethiopia. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.

3. SPECIFIC DETAILS TO BE CONSIDERED BY THE SCULPTOR

- a) Statue of His Excellency Julius Kambarage Nyerere at the time when he was actively engaged in African Liberation Movement (Mid 1960s to Mid-1980s);
- b) Over life size statue of His Excellency Julius Kambarage Nyerere holding his button (Kifimbo);
- c) Posture of Mwalimu in action;
- d) To come up with his/her own impression of President Nyerere's attire relevant to the prescribed period;
- e) A statue should be a realistic representation of His Excellency Julius Kambarage Nyerere;
- f) The statue and the prototypes should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material is bronze; and
- g) The client will provide the preferred photo of President Nyerere, for the sculptor to mimic when designing and constructing the main statue and prototypes.

4. OTHER DELIVERABLES

- a) Conduct all the necessary tests and commissioning as per the government specifications;
- b) The sculptor will be responsible for obtaining all the approvals and certificates from relevant authorities as necessary;
- c) All work will comply with internationally acceptable standards, statutory and local government requirements;



- d) The design and rehabilitation works shall comply with the applicable statutory regulations to avoid infringing with existing laws, regulations, practices and standards;
- e) The sculptor will provide a level of supervision that will ensure that work is carried out according to design, specifications and programme;
- f) The sculptor shall attend to all defects during defects liability period; and
- g) The sculptor may submit the proposals for any other services and deliverables that they feel may be appropriate for a project of this nature for the client's consideration and approval.

5. PROJECT SPECIFIC CONDITIONS

Please take note of the following requirements and conditions pertaining to this project:

Submission address	nyerere@sadc.int
Method of TD Submission	Only email submissions will be accepted due to COVID19 precautions
Compliance to tender	The following shall constitute compliance to tender: <ul style="list-style-type: none"> • Certificate of incorporation / Company registration certificate • Tax clearance certificate
Date of Tender advertisement	11 th May 2021
Deadline for Requests for Clarifications	24 th May 2021
Deadline for the responses to the requests for clarifications	28 th May 2021
Submission Deadline Date and time	1 st July 2021 at 15:00 hours
Bid Opening	1 st July 2021 at 15:00hours
Validity of Quotation	Ninety (90) days
Duration of Contract	To be proposed by Bidder
Currency of Quotation	United States Dollars - USD
Payment Terms	As per the Bills of Quantities attached as follows: Certificate 1 Certificate 2 Certificate 3 Certificate 4

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Time within which payment to be made after receipt of contractors' certificate.	Forty-Five (45) calendar days after submission of undisputed claim for measured and valued work.
Advance Payment	Advance payment of up to 30% of the contract sum is allowed, but upon the submission of an equivalent bank guarantee, from a bank domiciled in Botswana.
Repayment Terms for Advance Payment	Will be deducted in Three (03) Equal instalments from Certificates 1,2 and 3
Defects Liability period	Twelve (12) months after practical completion and takeover of project
Amount of retention monies to be released at the end of defects liability period	5% of contract amount
Amount of Ascertained and liquidated damages	0.5% of contract amount for each month delayed
Limit of ascertained and liquidated damages	5% of contract amount
Form of Contract	SADC Standard Contract for Construction Works
Type of Contract	Fixed Price Contract

6. INSTRUCTIONS TO TENDERERS

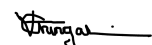
The successful bidder shall be responsible for the following:

- i. Quality control, testing and surveying when required throughout the project;
- ii. Continuous safety during the construction, Contractor's labourers, inspectors, and any other persons on the site;
- iii. The Contractor is responsible to manage their operations in a safe manner and is responsible for maintaining the safety norms as defined by SADC representatives;
- iv. The contractor has to produce all test certificates from the manufacturer to SADC of all items involved in this project per specifications. The testing and acceptance criteria for all the materials shall comply as per relevant standards;
- v. Continuous coordination with Local Authority and other stakeholders, if necessary to allow for smooth construction of the work as necessary;
- vi. The Contractor is responsible for preparing the staging area for construction operations including but not limited to areas for equipment parking, storage, maintenance facilities, and any other necessary areas required by the Contractor. Preparation of the staging area will include construction required to bring necessary utilities to the site, which may include water, electricity as applicable;

- vii. The Contractor shall be responsible for their site offices (if any required), men and machinery, tools and tackles etc., at their own risk, cost and any other incidental expenses during the execution of work till Completion;
- viii. The work to be carried out under the supervision of SADC;
- ix. The Bidder shall develop the shop drawings if necessary for the work as per the attached Scope of Work, specification and shall be submitted to SADC for their approval;
- x. Arrange all necessary materials, manpower, machinery, equipment, necessary supports like ladder etc., barricading wherever required, tools and tackles required for executing the works at their own cost. Access to the work area will be permitted only with safety gear (Safety shoes and safety helmet are mandatory);
- xi. Ensure the correctness and accuracy of the plot coordinates before starting up the works;
- xii. Complete the Works in a professional manner;
- xiii. Be responsible for the timely completion of the Works as per the specifications, time lines and directions of SADC;
- xiv. Deploy required number of technically skilled, unskilled, qualified employees, supervisors, managers completing the Works at their own cost and expense; and undertake, comply with and perform all its obligations;
- xv. Hold or obtain the relevant licenses if any from the governmental authorities;
- xvi. Obtain instruction/order before commencement of the Works, if applicable;
- xvii. Adhere to all the applicable laws and regulations; and
- xviii. Not to do or omit to do any act, deed or thing which may in any manner be violating any applicable law related to execution of the works.

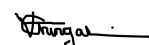
7. GENERAL TERMS AND CONDITIONS

1. The information contained in this TD document or subsequently provided to the Bidders, whether verbally or in documentary or any other form by or on behalf of SADC or any of its employees or advisers, is provided to the Bidders on the terms and conditions set-out in this TD, and such other terms and conditions subject to which, such information is provided. Quotations are invited from Bidders who possess valid statutory registrations and who are capable of undertaking the said scope of Work.



2. This TD is neither an agreement, nor, an offer by SADC to the prospective Bidders or to any other person. The purpose of this TD is to provide the Bidders with the information, which may be useful to them, in the formulation of their Proposal. This TD includes statements, which reflect various assumptions and assessments arrived at by SADC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TD may not be appropriate for all the persons, and it is not possible for SADC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this TD. The assumptions, assessments, statements and information contained in this TD, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis, and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TD, and obtain independent advice from appropriate sources.
3. Information provided in this TD to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given, is not an exhaustive account of statutory requirements, and should not be regarded as a complete or authoritative statement of law. SADC accepts no responsibility for the accuracy, inaccuracy, or otherwise for any interpretation or opinion on the law expressed herein.
4. SADC, its employees and advisers make no representation or warranty, and shall have no liability to any person including any proposer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TD or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TD and any assessment, assumption, statement or information contained therein or deemed to form part of this TD or arising in any way in this award process.
5. SADC also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any Bidder upon the statements contained in this TD. It is the responsibility of the Bidders to make their own assessments in preparing their Proposal.
6. SADC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TD.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its quotation including, but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentation, which may be required by SADC or any other cost incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder, and SADC shall not be held liable in any manner whatsoever, for the same, or, for any other costs or, other expense, incurred by any Bidder, in preparation or submission of the quotation, regardless of the conduct or outcome of the selection process.

8. SADC reserves the right to accept or reject any or all quotations; qualify or disqualify any or all Bidders without giving any reason. Further, SADC reserves the right to relax, change, review, revise or/and cancel the eligibility criteria and the TD process, at any time, without prior notice or without assigning any reason whatsoever. This invitation for TD does not give rise to any right in remedy, and is not an offer or invitation to offer.
9. SADC will not entertain any claim for expenses in relation to the preparation of any quotation pursuant hereto.
10. SADC at its absolute discretion, reserves the right, until the closure of the Quotation submission, to modify any proposed terms and conditions set-out in the TD as necessary, including but not limited to cancelling/withdrawing the TD, to meet its objectives and principles as set-out below in this section.
11. SADC reserves the right to accept or reject any or all quotations without assigning any reasons and is not obliged to correspond with the bidders in this regard. Further, SADC reserves the right to change/modify and/or cancel this process at any time without prior notice or without assigning any reasons whatsoever, and this shall be without prejudice to all its right to re-tender at any time in the future and in such case, bidders shall not have any claim arising out of such action.
12. SADC reserves the right to issue amendments to this document by issue of an addendum, at any stage, without liability or any obligation for such invitation and without assigning any reason.
13. Pursuant to the response to this document, it is considered as unconditional acceptance of all the terms and conditions mentioned in this document.
14. All documents and other information submitted along with the quote shall remain or become the property of SADC.
15. The Bidder shall bear all costs associated with the preparation and submission of its quotation.
16. Liability: SADC shall not be liable or held liable for any loss, damage, expenses, costs or liability arising either directly or indirectly, arising out of this TOR. Further, SADC shall not be held liable for any damage or loss caused to the bidder due to injury caused to the personnel.
17. Jurisdiction: The courts shall have the exclusive jurisdiction in this regard and the laws of Botswana shall be applicable.
18. Notice Address: Any notice to be made, must be in writing and may be given by facsimile, post or hand to either party to address communicated from time if required, proper barricading as per standards with prior approval of barricading material to be done before the start of work.



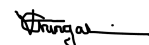
19. Necessary permissions & co-ordination with other Stakeholders to be taken prior to start of work.
20. Necessary signage with prior approval over the barricading needs to be placed prior commencement of work.
21. No dust & fumes from the work area shall spread excessively outside the working area.
22. Area surrounding the work area shall be cleared & cleaned after completion of the work on daily basis.
23. All precautions shall be taken to ensure no damage is caused to any property/equipment placed at the work area or surrounding area.
24. Any damage to the property shall be appropriately recovered.
25. Re-Instatement as in case after completion.
26. Ensure there should not be any hindrance to operation movements. Bidder should make alternate arrangements without any extra cost claim.
27. The Bidder is advised to visit and inspect the location and its surroundings, and obtain for itself on its own responsibility and cost, all information that may be necessary or required for preparation of the Proposal. Further, it shall be deemed that, the Bidder is aware of the facts, prior to submission of the proposal.
28. The Bidder shall provide the Rates as shown in the Bill of Quantities. The rates shall include all materials, labour, equipment and any other overheads such as: all design of shop drawings, preparation of sample/mockup, fabrication, conveyance and delivery to site, unloading, storing, and all labour in setting, fitting and fixing in position, all cutting and waste, return of packing's, tools and tackles, establishment charges, overhead charges, applicable taxes, and profit. The Unit Rates will be used for the purpose of ascertaining the price of variations and calculating the amounts of interim payments.
29. The Bidder shall provide work flow chart / work schedule / milestones. The Bidder shall designate a manager or a key person having relevant work experience as a single point of contact to interface with SADC on work progresses. The Manager or the key person once assigned shall be required to perform that function until the work is completed or unless SADC offers consent to change such person.
30. Defect Rectification / Liability period shall be for a period of twelve (12) months from issuance of the Practical Completion Certificate and subsequent handing over of the same to SADC.
31. Full Payment will be done after completion of the works as per the scope outlined in Bills of Quantities.

32. Minimum amount of interim certificate of payment shall be 10% of the contract price.
33. If the Bidder fails to complete the scope of Works on or before the Provisional Completion Date, SADC shall levy liquidated damages at 0.5% of the Contract Price for each month of delay; limited to a maximum of 5% of Contract Price.
34. An amount equivalent to 5% (five percent) of the certified gross value of Works done will be deducted and held by SADC as Retention Money. 100% of Retention Money shall be released upon issue of Final Completion Certificate, after the Defects Rectification Period; if the Works are free from Defects and the Contractor has rectified all Defects identified by SADC.
35. The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the award thereof to any official or employee of the Agency. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.
36. The bidder/contractor shall complete the entire works within the period stated in his proposal at time of submission from the date of issuance of commencement letter.
37. APPEALS: Bidders believing that they have been harmed by an error or irregularity during the award process may file a complaint. See article 7 of the SADC Guidelines for Procurement and Grants.

8. EVALUATION OF TENDERS

8.1 SADC Tender Evaluation

The evaluation of tenders will be conducted by at least three (3) SADC officials appointed by the SADC Executive Secretary.



8.2 SADC Tender Evaluation Stages

Evaluation shall be carried out in two (2) stages. In stage one (1), tenders shall be checked to ensure that the bids are submitted in accordance with Compliance with the Tender Documents. Those bids that do not meet the requirements will be considered “non-compliant” and shall be disqualified.

In stage two (2) tenders that are fully compliant shall have their Technical proposals evaluated and finally their Financial proposals evaluated. The financial proposals which shall be evaluated, will be only for those companies which have scored 70/100 and above in their technical proposals,

8.3 Evaluation Criteria

The criteria for evaluating Technical and Financial proposals will be as follows:

Table 8.3

EVALUATION AREA	WEIGHT
Technical Tender	70 %
Financial Tender	30%
TOTAL	100%

8.4 Technical Tender Evaluation Criteria

Table 8.4

Evaluation Area	Item Description	Total
Company profile	Facilities and equipment owned by the company	10
	Curriculum vitae and experience of company Directors and key Staff	30
Company Project Reference and Experience	Experience of the company in undertaking projects of similar nature. <i>List and elaborate all similar project undertaken.</i>	50
Quality Assurance	Elaborate any quality assurance initiatives to be undertaken when executing the project.	10
GRAND TOTAL		100

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1. Assessed Final Weighted Score

An assessed final weighted score will be calculated for each bid found to be admissible. This will involve using the score attained from the Technical evaluation exercise and the Financial bid submitted by the tenderer in the following formula:

$$70\% \times \frac{\text{Technical Tender Score}}{100} + 30\% \times \frac{\text{Lowest Financial Bid}}{\text{Financial Bid of Tender}}$$

2. Acceptance of Tender

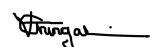
SADC is not bound to accept the lowest or any proposal it receives and will not assign reasons for non-acceptance thereof. The cost of preparation and submission of tender documents is the responsibility of the contractor.

8.5 Financial Proposal

The currency to be used in Financial Proposal is United States Dollars Only. The financial proposal will be fixed Lump Sum and among others should cover the cost of materials, labour, equipment, transport, Accommodation and all overheads needed for the completion of the project. The following must be taken into consideration when pricing the items in the Bills of Quantities (Annex A):

- a) Design and Construction of two (2) bronze prototypes;
- b) Transportation of the prototypes to Tanzania, for approval, before proceeding with the construction of the main statue. This must include all the costs of the sculptor to travel with the prototype and back to their destination;
- c) Construction of the reinforced concrete foundation for the statue, in Addis Ababa, Ethiopia, including provision of 50mm thick black granite. This must include the cost of engaging a professional civil engineer to design and supervise the construction of the reinforced concrete foundation. This must also include all the transport costs and other living costs to be incurred when in Addis Ababa, Ethiopia;
- d) Construction of the main bronze statue including: modelling, bronze cast and erection above the foundation; **and** transportation of the bronze statue to the African union Commission Peace and Security Building in Addis Ababa, Ethiopia. This must include the cost of the sculptor and other crew to travel to Ethiopia and back including all other living costs while in Ethiopia.

ANNEXURE A: BILLS OF QUANTITIES

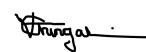


ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
2	Construction of a Statue in Honour of Julius Kambarage Nyerere at the African Union commission Peace and Security Building in Addis Ababa, Ethiopia				
2.01	Completion and Approval of Design and Construction of the two bronze Prototypes of the statue each 300 mm long. Also provide a certificate to prove the authenticity of the bronze material used. (Certificate 1)	Lump Sum			
2.02	Transport the Bronze Prototypes to Tanzania, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototypes to Tanzania and back to his destination. All the other associated expenses to be included when pricing this item. Remember the prototypes are to be approved one at a time until the correct version is achieved. The sculptor must provisionally allow for two trips to Tanzania and back. (Certificate 2)	Lump Sum			
2.03	Completion and Approval of Design and Construction of the reinforced concrete foundation for the statue, in Addis Ababa, Ethiopia, including fixing of 50mm thick black granite. Dimensions of the foundation above the ground to be as per African Union Commission Specifications shown in Annex B. This must also include the cost of engaging a professional Civil Engineer to design the foundation and supervise the construction of the foundation. Construction will involve among others: excavations, backfilling, compacting, shuttering, reinforcement fixing, concrete pouring, concrete curing etc. (Certificate 3)	Lump Sum			
2.04	Completion and approval of design and construction of the main bronze statue, as per the African Union Commission specifications shown in Annex B, including modelling, bronze cast, transportation of the completed statue to Addis Ababa, Ethiopia and erection of the statue above the foundation in Addis Ababa, Ethiopia. Also provide a certificate to prove the authenticity of the bronze material used. (Certificate 4)	Lump Sum			
Total Carried to summary					

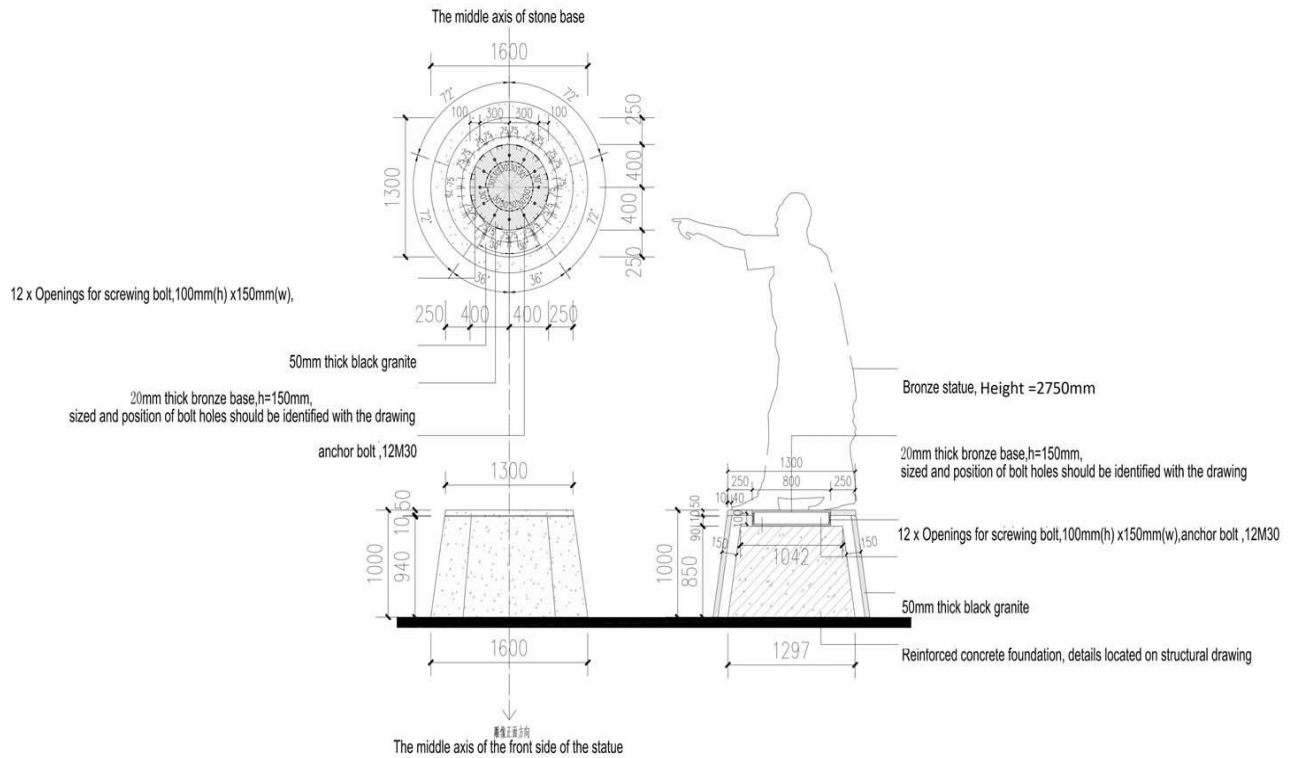
SUMMARY

SECTION	DESCRIPTION	AMOUNT (USD)	
2.01	Completion and approval of design and construction of the bronze prototypes of the statue. (Certificate 1)		
2.02	Transport the prototypes to Tanzania, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototypes to Tanzania and back to his destination. All the other associated expenses to be included when pricing this item (Certificate 2)		
2.03	Completion and approval of design and construction of the reinforced concrete foundation for the statue, in Addis Ababa, Ethiopia, including fixing of 50mm thick black granite (Certificate 3)		
2.04	Completion and approval of design and construction of the main bronze statue, as per the African Union Commission specifications, including transportation and erection of the statue above the foundation in Ethiopia (Certificate 4)		
SUB-TOTAL			
ADD 10 % CONTINGENCIES			
SUB-TOTAL			
ADD 15 % VAT			
GRAND TOTAL			

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS	
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ANNEXURE B: AFRICAN UNION COMMISSION SPECIFICATIONS



- Note:
- 1 Details of anchor bolts located on structural drawings
 - 2 Actual position difference of preembedded piece should be not more than 20mm than the drawing
 - 3 Design and producing of the bronze statue and bronze base is not included in the working scope of Chinese side. It is not the duty of Chinese side to ensure the stability and durability of the bronze statue together with its bronze base
 - 4 Details of hanging granite cladding should be developed by contractor, then checked and confirmed by designer

Handwritten signature



TO BE COMPLETED BY THE WINNING BIDDER ONLY

STANDARD CONTRACT

**For
WORKS**

Contract Number: SADC/NYERERE ST / 02

For

**The Construction of a Statue in Honour of Julius Kambarage
Nyerere at the African Union Commission Peace and Security
Building in Addis Ababa, Ethiopia**

Between

THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) SECRETARIAT

('The Contracting Authority'),

And

('the Contractor')

August 2021

This CONTRACT (hereinafter called the “Contract”) is made this _____ day of the month of _____, 2021

Between,

The Southern African Development Community (SADC) Secretariat having its principal place of business at the SADC Headquarters, Plot No. 54385, Central Business District, Private Bag 0095, Gaborone, Botswana (hereinafter referred to as the “Contracting Authority”), on the one hand,

And

....., a company incorporated in registration numberand tax clearance certificate ,, of(hereinafter referred to as the “Contractor”), on the other hand,

Jointly referred to as “the Parties”,

WHEREAS the Contracting Authority desires to have the Works namely the Construction of a Statue in Honour of Julius Kambarage Nyerere at the African Union Commission Peace and Security Building in Addis Ababa, Ethiopia as enumerated and referred to in this Contract, Tender Documents, Contractor’s Bid, Notification of Contract Award letter and Acceptance to Award of contract annexed to this Contract;

CONSIDERING that the Contractor is willing to execute the Works in consideration for payments of fees as agreed in this Contract;

NOTING that the Contracting Authority has accepted a tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

The Parties do hereby agree as follows:

1. Definitions

In this Contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.

2. Documents forming the Contract

The following documents shall form and be read and construed as part of this Contract:

- (a) Tender Documents
- (b) Contractor's Bid
- (c) Notification of Contract Award
- (d) Acceptance to Award of Contract

The various documents making up the Contract shall be deemed mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Any addenda shall have the order of precedence of the document they are amending.

3. Effective date and contract period

3.1 The Contractor shall execute and complete the Works within the period ofweeks from the date of commencement of Works as indicated in writing by the Project Manager.

3.2 Notwithstanding the provision of Sub-clause 3.1, the Contracting Authority may, through Project Manager, extend the period of execution of Works if, upon request by the Contractor, he is of considered opinion that the execution of Works was delayed by obstructions, conditions or other circumstances that made it difficult for the Contractor to timely execute the Works.

4. Works

In consideration of the payments to be made by the Contracting Authority to the Contractor as stated in Clause 5 below, the Contractor undertakes to execute and complete the Works namely the Construction of a Statue in Honour of Julius Kambarage Nyerere at the African Union Commission Peace and Security Building in Addis Ababa, Ethiopia and remedying of defects therein in full compliance with the provisions of this Contract. The work shall be carried out as detailed in the Tender Documents i.e. Annex, and will involve, among others:

- a) designing the statue based on African Union Commission technical specifications;
- b) designing the pedestal or the reinforced concrete foundation for the statue based on the African Union Specifications/ dimensions;
- c) Undertaking the designs and construction of two (2) trials of Prototypes (miniature versions of the statue), each of approximately 30cm long. The prototypes will be done one after another and incase the first trial is approved, then there will be no need to design and construct the second one; this will include transportation of the prototypes and the sculptor to Tanzania for approval and back;
- d) constructing the concrete foundation for the statue in Addis Ababa, Ethiopia, including excavations and backfilling; and
- e) constructing and erecting the statue above the foundation, Including transportation of the completed statue to Addis Ababa, Ethiopia.

5. Contract Price and Payment

- 5.1 In consideration for the Contractor's execution and completion of the Works and remedying of defects therein, the Contracting Authority shall pay the Contractor an amount of only VAT inclusive.
- 5.2 This is a fixed price contract therefore the price shall be fixed for the duration of the Contract.
- 5.3 Payments shall be made as per the certificate approved by the Project Manager.
- 5.4 Subject to Sub-clause 5.7 below, payments shall be made according to the Bills of Quantities in the Tender Documents and according to the milestones and deliverables stated therein namely:
 - a) Stage 1: Completion and approval of design and construction of the bronze prototypes (**Certificate 1**);
 - b) Stage 2; Transport the prototypes to Tanzania, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototypes to Tanzania and back to his destination. All the other associated expenses to be included when pricing this item (**Certificate 2**);
 - c) Stage 3: Completion and approval of design and construction of the reinforced concrete foundation in Addis Ababa, Ethiopia, including fixing of 50mm thick black granite (**Certificate 3**) ; and
 - d) Stage 4: Completion and approval of design and construction of the main bronze statue including modelling, bronze cast, transportation of the completed statue to Addis Ababa, Ethiopia and erection of the statue above the foundation in Addis Ababa, Ethiopia (**Certificate 4**).

- 5.5 Payment shall be made to the Contractor's account disclosed in Contractor's invoice in United States Dollars.
- 5.6 The Contractor may request for an advance payment up to a maximum of 30% of the contract amount. The advance payment will be paid after the Contractor has submitted an advance payment bank guarantee from a bank and corresponding bank in Botswana. Repayments for the advance payment will be deducted equally from the first, second and third certificates.
- 5.7 Notwithstanding anything to the contrary in the Clause, payments shall be based on invoices submitted to the Contracting Authority and shall be paid within 45 days of receipt and approval of the invoice by the Contracting Authority's Project Manager, and subject to the Contractor having complied with its obligations as stated in this Contract.
- 5.8 The Contracting Authority reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the Works were performed and accepted by the Contracting Authority.
- 5.9 Notwithstanding the provisions of this Sub-clause 5.8, failure by the Contracting Authority to make payment claimed by the Contractor under this Contract shall not entitle the Contractor to terminate this Contract if such payment has been withheld, delayed, or disapproved by the Contracting Authority due to unsatisfactory work done, or unacceptable invoice submitted, by the Contractor.

6 Retention Money

An amount equivalent to five percent (5%) of the certified gross value of Works done will be deducted and held by the Contracting Authority as Retention Money. 100% of the Retention Money shall be released upon issuance of Completion Certificate, after the Defects Liability Period provided that the Works are free from defects and the Contractor has rectified all defects identified by the Contracting Authority and subject to the submission by the Contractor of approvals by the Contracting Authority.

7 Defect Rectification / Liability period

The defect rectification/liability period shall be twelve (12) months from issuance of the Practical Completion Certificate and subsequent handing over of the Statue to the Contracting Authority.

8 Status of the Contractor

- 8.1 For the duration of the Contract, the Contractor and its personnel shall have a status similar to the Procuring Entity's independent contractor. Neither the Contractor nor Contractor's personnel shall be deemed as employees of the Contracting Authority for purposes of this Contract, nor shall be entitled to any SADC employee benefit or insurance programs.
- 8.2 The Contractor shall be responsible for paying any tax and social security contributions in their country of residence for any activity deriving from this Contract. Such costs shall be assumed included in the Contractor's fees under this Contract.

- 8.3 The Contractor shall be responsible for paying any taxes resulting from the activities performed under this Contract imposed to the Contractor in the country of the assignment.
- 8.4 The Contractor shall have the sole responsibility and liability under this Contract for injuries to Contractor or Contractor's employees, including responsibility to provide appropriate workers compensation insurance. Contractor hereby warrants to SADC Secretariat that Contractor is in compliance with any applicable workers compensation insurance law.
- 8.5 The Contractor shall have sole responsibility to obtain any other desired insurance coverage (liability, medical, travel, life, etc.) for Contractor and Contractor's employees in performing this Agreement.

9 Project Manager

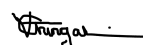
The Contracting Authority appoints Dr Emmanuel Ishengoma from the United Republic of Tanzania to be its Project Manager for the purposes of this Contract.

10 Liquidated Damages

Except where an extension is granted pursuant to Sub-clause 3.2 above, if the Contractor fails to complete the Works in accordance with the Works Order from the Project Manager or before the Provisional Completion Date, the Contracting Authority shall levy liquidated damages at 0.5% of the Contract Price for each month of delay; limited to a maximum of 5% of Contract Price.

11 Force Majeure

- 11.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and include, but is not limited to, pandemics or epidemics, war, riots, civil disorder, earthquake, fire, explosion, storm, adverse weather conditions, strikes, lockouts or other industrial action.
- 11.2 A failure of a Party to fulfil any of its obligations herein shall not be considered to be a breach of, or a default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 11.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.



- 11.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 11.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 11.6 During the period of their inability to perform the Works as a result of an event of Force Majeure, the Contractor, upon instructions by the Contracting Authority, shall either:
- (i) demobilize, in which case the Contractor shall be paid fees for the Works carried out in terms of this Contract; or
 - (ii) continue with the Works to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract.
- 11.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure and its impact on the implementation of obligations herein, the matter shall be settled in accordance with Clause 13 below.

12 Suspension and Termination

12.1 Suspension

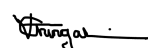
In response to any factors out of the control of Contracting Authority, the Contracting Authority may at any time, by giving 15 days' notice in writing, suspend the Contractor's performance of the Works.

12.2 Termination

12.2.1 Termination by the Contracting Authority

The Contracting Authority may terminate this Contract in case of the occurrence of any of the events specified in either of paragraphs (a) through (g) below. In such an occurrence the Contracting Authority shall give a not less than twenty-one (21) days' written notice of termination to the Contractor.

- (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as per served notice, within thirty (30) days of receipt of such notice or within such further period as the Contracting Authority may have subsequently approved in writing.
- (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings.



- (d) If the Contractor, in the judgment of the Contracting Authority, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Contractor submits to the Contracting Authority a false statement which has a material effect on the rights, obligations or interests of the Contracting Authority.
- (f) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Works for a period of not less than sixty (60) days.
- (g) If such suspension under Sub-clause 12.1 continues for a period in excess of sixty (60) days.
- (h) If the Contracting Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

12.2.2 Termination by the Contractor

The Contractor may terminate this Contract, by not less than twenty-one (21) days' written notice to the Contracting Authority, in case of the occurrence of any of the events specified from (a) to (c) below.

- (a) If the Contracting fails to remedy a failure in the performance of its obligations hereunder, as per served notice, within thirty (30) days of receipt of such notice or within such further period as the Contracting Authority may have subsequently approved in writing.
- (b) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings.
- (c) If, as the result of Force Majeure, the Contracting Authority is unable to perform its obligations under this Contract for a period of not less than sixty (60) days.

12.2.3 Entitlements upon Termination

In the event of an early termination of the Contract under Sub-clauses 12.2.1 or 12.2.2 above, the Contractor shall be entitled to payments for the Work carried out up to the date of such termination as certified by the Contracting Authority through the Project Manager but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or consequential thereupon.

13 Dispute Resolution and applicable law:

- 13.1 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably.
- 13.2 In the event that, through negotiation, the parties fail to amicably resolve a dispute arising from the conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by way of arbitration.

- 13.3 The arbitration process shall commence by either party issuing to the other a request to submit the dispute to arbitration.
- 13.4 The arbitral tribunal shall consist of three arbitrators. Each party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within seven (7) days of the appointment of the arbitrators the third arbitrator has not been appointed, either party may request the appointing authority agreed by the parties to appoint the third arbitrator.
- 13.5 If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the third arbitrator within sixty days of the receipt of a party's request therefor, either party may request the Institute of Arbitrators, Botswana to appoint the third arbitrator.
- 13.6 If within 15 days of receipt of the request for arbitration under Sub-clause 13.3 above either party has not appointed an arbitrator, the other party may request the Institute of Arbitrators, Botswana to appoint the sole arbitrator.
- 13.7 The procedure of arbitration shall be fixed by the arbitral tribunal or sole arbitrator, which or who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- 13.8 The decisions of the arbitral tribunal or sole arbitrator shall be final and binding upon the parties.
- 13.9 The arbitration shall take place in Botswana and the arbitral tribunal or sole arbitrator shall apply general principles of contract law to determine merits of the dispute.

14 Privileges and Immunities

Nothing in or relating to this Contract will be deemed as a waiver, express or implied, of any of the privileges and immunities of SADC.

15 Amendment

Except by mutual agreement in writing between the parties, no modification or amendment shall be made to the present Contract.

16 Entire Agreement

This Contract and any annexes hereto shall constitute the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, understandings or other

agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Contract except as specifically set forth in this Contract and any annexes hereto.

IN WITNESS WHEREOF, we the undersigned, being duly authorized, have signed this Contract, in four (4) originals in the English language all copies being equally authentic.

For the Contractor

Name:

Title:

Date:

Place:

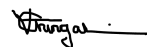
For the Contracting Authority

Name:

Title:

Date:

Place:

A handwritten signature in black ink, appearing to read "Dingas", followed by a horizontal line.