

BIDDING DOCUMENTS

for

Procurement of
Travel and Events Management

CONTRACT NUMBER: SADC/3/5/2/121

PROCURING ENTITY: SADC Secretariat

Issued on: 4th November 2020

Table of Contents

<i>Invitation for Bids (IFB)</i>	1
<i>PART 1 – Bidding Procedures</i>	2
Section I. Instructions to Bidders.....	3
Section II. Bidding Data Sheet (BDS)	25
Section III. Award, Evaluation and Qualification/Selection Criteria	29
Section IV. Bidding Forms	40

Invitation to Bidders (ITB)

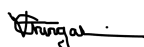
4th November 2020, Gaborone, Botswana

Dear Bidder

1. The SADC Secretariat now invites proposals to provide the following goods and related/ancillary services: Hotel accommodation, Conference facilities, Air travel tickets. More details on the Goods and Related Services are provided in the attached Supply Requirements.
2. The tender is divided into three lots as follows:

Lot 1: Framework Contract for the Provision of Travel Management to the SADC Secretariat
Lot 2: Framework Contract for the Provision of Events Management to the SADC Secretariat for Events within SADC Region and Beyond
Lot 3: Framework Contract for the Provision of Events Management to the SADC Secretariat within Botswana
3. A contractor will be selected under the Multiple Framework Contract procurement method and procedures described in this Bidding Documents.
4. The Multiple Framework Contract is an agreement between the Contracting Authority and Several contractors, with the purpose to establish the terms governing specific contracts, which may be awarded through Specific Request for Goods during a given period. The terms and conditions of the contract are mainly related to the duration, subject, implementation rules and scope of services. The Multiple Framework Contract takes the form of separate contracts with a number of economic operators but concluded through Specific Requests for Goods in identical terms, specifically: the same general conditions, terms of delivery, price, type of services, goods or works to be delivered possibly the maximum cumulative contract value. The Specific Request for Goods shall be issued on need basis to the framework contractors who will have been prequalified.

Yours sincerely,



Veronica Zulu Chingalawa
Acting Head of Procurement Unit
SADC Secretariat

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

Definitions	5
A. General	5
1. Scope of Bid	5
2. Fraud and Corruption	6
3. Eligible Bidders	8
4. Eligible Goods and Related Services	10
B. Contents of Bidding Documents	10
5. Sections of Bidding Documents	10
6. Clarification of Bidding Documents	11
7. Amendment of Bidding Documents	11
C. Preparation of Bids	12
8. Cost of Bidding	12
9. Language of Bid	12
10. Documents Comprising the Bid	12
11. Bid Submission Form, Technical Offer Form	12
12. Alternative Bids	13
13. Bid Prices and Discounts	13
14. Currencies of Bid	13
15. Documents Establishing the Eligibility of the Bidder	13
16. Documents Establishing the Qualifications of the Bidder	13
17. Period of Validity of Bids	14
18. Bid Security	14
19. Format and Signing of Bid	15
D. Submission and Opening of Bids	16
20. Submission, Sealing and Marking of Bids	16
21. Deadline for Submission of Bids	16
22. Late Bids	16
23. Withdrawal, Substitution, and Modification of Bids	17
24. Bid Opening	17
E. Evaluation and Comparison of Bids	18
25. Confidentiality	18

26	Clarification of Bids	18
27	Responsiveness of Bids	19
28	Nonconformities, Errors, and Omissions	19
29	Preliminary Examination of Bids	20
30	Examination of Terms and Conditions; Evaluation	20
31	Evaluation of Bids.....	20
32	Comparison of Bids	21
33	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	21
F.	<i>Award of Contract.....</i>	21
34	Award Criteria	21
35	Procuring Entity's Right to Vary Quantities at Time of Award	22
36	Notification of Award.....	22
37	Signing of Contract	22
38	Performance Security	22

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 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.

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, . 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, Description of Goods 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, Description of Goods.
- 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.¹ In pursuance of this policy, the SADC Secretariat:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions

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

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

³ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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

- of another party;
- (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing material evidence to the investigation or making false statements to investigators in order to materially impede a SADC Secretariat, or a governmental or independent investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the SADC Secretariat or governmental or inspection and audit rights.
- (b) It will take the following measures against the bidder recommended for award who has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (i) will reject the bid for award;
 - (ii) will declare the bidder/the contractor, including its affiliates, ineligible, either indefinitely or for a stated period of time, to become a SADC Secretariat contractor;
 - (iii) will cancel or terminate any ongoing contract with the bidder /the contractor;
 - (iv) will request 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/

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

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) Does not fall into the following situation: they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedure provided for in the national legislation or regulations of the SADC member states.
- b) Does not fall into the following situation: they have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible).
- c) Does not fall into the following situation: they have been declared guilty of grave professional misconduct proven by any means which Procuring Entity can justify.
- d) Does not fall into the following situation: they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries

where the contract is to be performed.

- e) Does not fall into the following situation: they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Procuring Entity' financial interests.
- f) Does not fall into the following situation: they are being currently subject to an administrative penalty.

3.3 All 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” is as specified in the BDS..
 - 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 V. Description of Goods

PART 3 Contract

- Section VI. Contract Forms
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. 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 21.2.

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 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 21.2

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) The forms referred in Section IV
 - (b) Bid Security, in accordance with ITB Clause 18, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 19;
 - (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 and 27, that the Goods and Related Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with ITB Clause 16 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** 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 bid using the forms 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.

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|---|---|
| 12. Alternative Bids | 12.1 Unless otherwise specified in the BDS , alternative bids shall not be considered. |
| 13. Bid Prices and Discounts | <p>13.1 The quoted prices will be for the Specific Request for Goods required as and when.</p> <p>13.2 Prices quoted by the Bidder may be varied during the Bidder's performance of the Contract and such variation should be justified and communicated to the Procuring entity prior to invoicing. 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.</p> <p>13.3 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 provided the bids for all lots are submitted and opened at the same time. The bidder shall quote any unconditional discount and indicate the method for their application.</p> |
| 14 Currencies of Bid | <p>14.1 At the Framework contracting stage, no financial proposal is required.</p> <p>14.2 At the stage for Specific Request for Goods, framework contractors will be requested to submit quotations in US Dollars for Specific Requests for Goods as and when required. Bids expressed in any other currency will be automatically rejected.</p> <p>14.3 The bidders shall bear all the associated cost and risk deriving from currency exchange from US Dollars into their normal currency of trade.</p> |
| 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 Qualifications of the Bidder | <p>16.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction as specified in the BDS:</p> <p>(a) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification</p> |

Criteria.

**17 Period of
Validity of
Bids**

17.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 18, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 17.3.

17.3 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.

18 Bid Security

18.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.

18.2 The Bid Security shall be in the amount specified in the **BDS** and denominated in US Dollars, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution;
- (b) be issued by a reputable banking institution selected by the bidder and located in any eligible country as **specified in 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 18.5 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 17.2;

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

18.3 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 38.

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 17.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 37;
 - (ii) furnish a Performance Security in accordance with ITB Clause 38.

18.5 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 .

18.6 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 17.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 37; or furnish a performance security in accordance with ITB 38;

the Procuring Entity may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the SADC Secretariat for a period of time **as stated in the BDS**.

19 Format and Signing of Bid

19.1 The Bidder shall prepare one original document comprising the bid as described in ITB Clause 10 and initial every page. In addition, the Bidder shall submit the bid electronically in PDF format.

19.2 The bid shall be typed or written in indelible ink and shall be

signed by a person duly authorized to sign on behalf of the Bidder.

- 19.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

20 Submission, Sealing and Marking of Bids

- 20.1 Bidders may or may not 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 20.2 and 20.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

- 20.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 21.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 24.1.

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

21 Deadline for Submission of Bids

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

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

22 Late Bids

- 22.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 21. Any bid received by the Procuring Entity after the

deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**23 Withdrawal,
Substitution,
and
Modification of
Bids**

23.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 20, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 19.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

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

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

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

24 Bid Opening

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

24.2 First, email/e marked “WITHDRAWAL” shall be opened and read out and the email/e 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, emails/e 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. Emails/envelopes marked “MODIFICATION” shall be opened and read out with the

corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

24.3 All other emails/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 22.1.

24.4 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

- 25 Confidentiality**
- 25.1 Information relating to the examination, evaluation, comparison, and qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 25.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, and comparison, of the bids or contract award decisions may result in the rejection of its Bid.
- 25.3 Notwithstanding ITB Sub-Clause 25.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.
- 26 Clarification of Bids**
- 26.1 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 28.

27 Responsiveness of Bids

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

27.2 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.

27.3 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.

28 Nonconformities, Errors, and Omissions

28.1 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.

28.2 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.

28.3 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.

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

**29 Preliminary
Examination of
Bids**

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

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

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

**30 Examination of
Terms and
Conditions;
Evaluation**

30.1 The evaluation committee shall use the Administrative Compliance Grid and Eligibility Compliance Grid in order to assess Administrative and Eligibility compliance criteria (see Section IV Bidding Forms).

**31 Evaluation of
Bids**

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

31.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in this ITB, BDS and Section III. No other criteria or methodology shall be permitted.

31.3 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**;
- (b) 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.

31.4 The Procuring Entity's evaluation of a bid will exclude and not consider:

(a) Bidder;

31.5 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).

31.6 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.

31.7 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to bid 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.

32 Comparison of Bids

32.1 The Procuring Entity shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 33.

33 Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

33.1 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

34 Award Criteria

34.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to meet the eligibility and qualification criteria as stated in 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. Uther instructions specified in BDS.

- 35 Procuring Entity's Right to Vary Quantities at Time of Award**
- 35.1 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, Description of Goods, 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.
- 36 Notification of Award**
- 36.1 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.
- 36.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 36.3 The Procuring Entity shall publish a Contract Award Notice on SADC Secretariat website and 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**.
- 36.4 In case of an appeal, the Procuring Entity may suspend the signature of the contract with the successful bidder until an 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.
- 36.5 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.
- 37 Signing of Contract**
- 37.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 37.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.
- 38 Performance Security**
- 38.1 Within twenty eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if specified in BDS, 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.

- 38.2 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.

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

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: <i>SADC Secretariat</i>
ITB 1.1	<p>The name and identification number of the Contract is: <i>FRAMEWORK CONTRACT FOR THE TRAVEL AND EVENTS MANAGEMENT - SADC/3/5/2/121</i></p> <p>Lot 1: <i>Framework Contract for the Provision of Travel Management to the SADC Secretariat</i></p> <p>Lot 2: <i>Framework Contract for the Provision of Events Management to the SADC Secretariat for Events within SADC Region and Beyond</i></p> <p>Lot 3: <i>Framework Contract for the Provision of Events Management to the SADC Secretariat within Botswana</i></p>
ITB 1.2	The procurement method is: <i>Multiple Framework Contracts</i> . The procurement is governed by SADC Procurement and Grants Policy 2019 and Procurement and Grants Guidelines 2017
ITB 1.4	Bidders may bid for one or more Lots.
ITB 4.1	As per ITB

ITB 4.2	<p>The goods shall include:</p> <ul style="list-style-type: none"> i) Accommodation for SADC employees and delegates within and outside SADC Member States ii) Arrange car rental in and outside SADC Member States on need basis iii) Arrange venues for meeting/conference and workshops within and outside SADC Member States. iv) Provide simultaneous translation equipment for meetings, conferences and workshops v) Provide translation services for meetings, conferences and workshops vi) Local assistance including ushering and related services vii) Additional facilities including telephone, secretarial, life insurance
	B. Contents of Bidding Documents
ITB 6.1	<p>For <u>Clarification of bid purposes</u> only, the Procuring Entity's address is: Attention: <i>Mrs Veronica Zulu Chingalawa</i> <i>Acting Head of Procurement Unit</i> SADC Secretariat Electronic mail address: tnyamukondiwa@sadc.int; tenders@sadc.int Copy: vchingalawa@sadc.int; eliwimbi@sadc.int</p> <p><i>The closing date for receipt of requests for clarification is 23rd November 2020 at 16:00hours</i></p> <p><i>The Closing date for response to request for clarifications is 3rd December 2020 at 16:00hours</i></p>
	C. Preparation of Bids
ITB 9	The official language of the bidding process is: <i>English</i>
ITB 10.1 (g)	The Bidder shall submit the following additional documents in its bid: N/A
ITB 12.1	Alternative Bids <i>shall not be</i> considered.
ITB 13.1	The price quoted by the framework contractors for each Specific Request for Goods shall remain fixed during performance of the contract.

ITB 14.2	In the event that the contractor submits invoices from other suppliers which are denominated in currencies other than the US\$ the contractor shall submit exchange rates obtained from reputable financial institutions.
ITB 16.1	<i>Documentary evidence to support the information in the sworn statement shall be requested from shortlisted bidders after the evaluation.</i>
ITB 17.1	The bid validity period shall be 120 days .
ITB 18.1	No Bid Security is required
ITB 19.1	The bid shall be submitted as original in PDF format and initialled on each page and to be submitted through email: travel2020@sadc.int
	D. Submission and Opening of Bids
ITB 20.1	Bidders are requested to submit an electronic version of their bid through email : travel2020@sadc.int
ITB 20.1 (b)	The electronic bidding submission procedures shall be: PDF documents initialled on each page and submitted via email: travel2020@sadc.int . Due to size limitation, Bidders have the option to submit a link containing the documents and indicate expiry date of the link.
ITB 20.2 (c)	The subject section of the email shall bear the following identification information: FRAMEWORK CONTRACT FOR THE TRAVEL AND EVENTS MANAGMEENT - SADC/3/5/2/121 - LOT NUMBER - (indicate lot number).
ITB 21.1	For bid submission purposes, the Procuring Entity's address is: <i>The Chairperson of the Evaluation Committee</i> <i>SADC Secretariat</i> <i>Email: travel2020@sadc.int</i> The deadline for the submission of bids is: Date: 14th December 2020 Time: 15:00hours <i>Bids submitted after deadline shall be disqualified.</i>
ITB 24.1	There will be no public bid opening. Bidders may request for a copy of the bid opening report from tnyamukondiwa@sadc.int ; tenders@sadc.int and copy vchingalawa@sadc.int
	E. Evaluation and Comparison of Bids
ITB 31.3(a)	Evaluation will be done for <i>Lots</i> Note:

	<p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p> <p><i>Evaluation of bids shall be based on full compliance with the minimum requirements/thresholds as per the Selection/Qualification Criteria</i></p>
ITB 31.3 (a)	The lots will be evaluated in accordance with ITB 31.2.
ITB 31.3(b)	No criteria for adjustment is applicable.
ITB 31.6	The Procuring Entity shall <i>not</i> grant Regional Preference for the purpose of the evaluation of this Contract.
ITB 31.7	Bidders <i>shall not</i> be allowed to quote separate for one or more lots
	F. Award of Contract
ITB 34.1	In case of final list containing more than six qualifying bidders, section 2.1 (a) of the selection/qualification criterion will be reapplied beyond the minimum requirement/thresholds by way of comparing the relevance, number, size and similarity of the contracts, in order to rank the bidders.
ITB 35.1	<i>Varying of quantities at the time of award is not applicable.</i>
ITB 36.3	Notification of award shall be published in the SADC Website www.sadc.int

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. Multiple Contracts (ITB 31.7)
2. Evaluation Criteria (ITB 31.3 (d))
3. Qualification Criteria (ITB 34)

1. MULTIPLE CONTRACTS (ITB 33.7)

The Procuring Entity shall award multiple contracts to the Bidder in line with BDS 31.3(a) and 36.1

The Procuring Entity shall:

- (a) evaluate bids *based on full compliance with the minimum requirements/thresholds as per the **Selection/Qualification Criteria***
- (b) **in case of final list containing more than six qualifying bidders, section 2.1 (a) of the selection/qualification criterion will be reapplied beyond the minimum requirement/thresholds by way of comparing the relevance, number, size and similarity of the contracts, in order to rank the bidders.**

2. Evaluation Steps**STEP 1****Administrative compliance grids**

These grids will be filled/used by the evaluation committee. The Bidders do not need to complete them.

ADMINISTRATIVE COMPLIANCE (LOT 1,2&3)

Bidder number	Bidder' s name	When received (Date & Time)⁶	Received by (Initials)	Number of Attachments	Received in time? (Yes/No)	Tender Received through email? (Yes/No)	One bid per LOT (YES/NO)	Is the language of the Bid as per clause 9 ITB? (Yes/No)	All documents submitted as per FORM 5	Overall decision (Accept / Reject)

⁶ Time to be recorded only for bids received on the last date for submissions

STEP 2**ELIGIBILITY REQUIREMENTS: (REF ITB 34) (LOT 1,2&3)**

No.	Clause	Requirement	Compliance with the requirement		Source of information	Supporting document
			Single Entity	Joint Venture or Consortium		
1.1	Clause ITB 3.4	Not be in a conflict of interest position	Must meet the requirement	Each member must meet the requirement	Bid Submission Form	Bid Submission Form
1.2	Clause ITB 3.2 (a)	Does not fall into the following situation: they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedure provided for in the national legislation or regulations of the SADC member states.	Must meet the requirement	Each member must meet the requirement	Bid Submission Form	Sworn Statement
1.3	Clause ITB 3.2 (b)	Does not fall into the following situation: they have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible).	Must meet the requirement	Each member must meet the requirement	Bid Submission Form	Sworn Statement
1.4	Clause ITB 3.2 (c)	Does not fall into the following situation: they have been declared guilty of grave professional misconduct proven by any means which Procuring Entity can justify.	Must meet the requirement	Each member must meet the requirement	Bid Submission Form	Sworn Statement
1.5	Clause ITB 3.2 (d)	Does not fall into the following situation: they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed.	Must meet requirement	Each member must meet the requirement	Bid Submission Form	Requested attachments to Application Submission Form

A. _____

No.	Clause	Requirement	Compliance with the requirement		Source of information	Supporting document
1.6	Clause ITB 3.2 (e)	Does not fall into the following situation: they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Procuring Entity' financial interests.	Must meet the requirement	Each member must meet the requirement	Bid Submission Form	Sworn Statement
1.7	Clause ITB 3.2 (f)	Does not fall into the following situation: they are being currently subject to an administrative penalty.	Must meet the requirement	Each member must meet the requirement	Bid Submission Form	Sworn Statement. Procuring Entity debarred list of economic operators at www.sanctionsmap.eu .
1.8	Clause ITB 1.4	Bidders may bid for one or more Lots	Must meet the requirement	Each member must meet the requirement		Bid(s)

3. SELECTION/QUALIFICATION CRITERIA (ITB 34)-

LOT1 - PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE SADC SECRETARIAT

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
			Single Entity	Joint Venture or Consortium		
2.1	Experience in implementing similar contracts	a) Experience as Contractor, in at least <i>two (2)</i> contracts within the last five (5) years, each with a value of at least US\$ 1,000,000.00 (<i>One Million United States Dollars</i> , for which a minimum of 50% of the total contract value has been paid within the last five (5) years. and that are similar to the proposed contract. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Scope of the Contract	Must meet the requirement	All members together must meet the requirement	Form 2	Requested attachments to Form 2
2.2	Financial Resources	i) Minimum average annual turnover of US\$2,000,000 (Two Million United States Dollars) calculated as total certified payments received for contracts in progress or completed, within the last <i>Three (3) consecutive Years</i>	Must meet the requirement	All members together must meet the requirement	Form 3	Requested attachments to Form 3
		ii) Access to a dedicated credit line or overdraft facility of US\$300,000.00 <i>three hundred United States Dollars</i> .	Must meet the requirement	The leader of the consortia must meet the requirement alone	Form 3	Requested attachments to Form 3
2.3	Personnel Resources	b) Availability of experts with the following specialization: Should have at least 10 permanent staff members of which 2 must be specialized in the area of travel management.	Must meet the requirement	All members together must meet the requirement	Form 4	Requested attachments to Form 4
2.4	Professional Capacity	<i>Authorised provider of travel management in line with bidder's national</i>	Must meet the requirement	All members together must meet the requirement	Any format of the form	Attach proof of membership and licenses

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
		<i>legislation for the last three years</i> <i>i) Valid IATA membership</i> <i>ii) Must have valid internationally recognised Airline reservation system.</i> <i>iii) Valid membership of global/worldwide association of travel agencies</i>				

LOT 2 - PROVISION OF EVENTS MANAGEMENT TO SADC SECRETARIAT FOR EVENTS OUTSIDE BOTSWANA

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
			Single Entity	Joint Venture or Consortium		
2.1	Experience in implementing similar contracts	a) Experience as Contractor, in at least <i>two (2)</i> contracts within the last five (5) years, each with a value of at least US\$ 500,000.00 (<i>Five Hundred thousand United States Dollars</i>), for which a minimum of 50% of the total contract value has been paid within the last Five (5) years. and that are similar to the proposed contract. Minimum of one contract must have been contracted and implemented for one or more SADC Member States. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Scope of the Contract	Must meet the requirement	All members together must meet the requirement	Form 2	Requested attachments to Form 2
2.2	Financial Resources	i) Minimum average annual turnover of US\$1,000,000 (One Million United States Dollars) calculated as total certified payments received for contracts in progress or completed, within the last <i>Three (3) consecutive Years</i> .	Must meet the requirement	All members together must meet the requirement	Form 3	Requested attachments to Form 3
		ii) Access to a dedicated credit line or overdraft facility of US\$200,000.00 (<i>Two Hundred Thousand United States Dollars</i>).	Must meet the requirement	The leader of the consortia must meet the requirement alone	Form 3	Requested attachments to Form 3
2.3	Personnel Resources	b) Availability of experts with the following specialization: Should have at least 10 permanent staff members of which 2 must be specialized in the area of events management.	Must meet the requirement	All members together must meet the requirement	Form 4	Requested attachments to Form 4
2.4	Professional Capacity	<i>Authorised provider of events management in line with bidder's national</i>	Must meet the requirement	All members together must meet the requirement	Any format of the form	Attach proof of membership and licenses

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
		<i>legislation for the last three years</i>				

LOT 3 - PROVISION OF EVENTS MANAGEMENT TO SADC SECRETARIAT FOR LOCAL EVENTS WITHIN BOTSWANA

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
			Single Entity	Joint Venture or Consortium		
2.1	Experience in implementing similar contracts	a) Experience as Contractor, in at least <i>two (2)</i> contracts within the last Five (5) years, each with a value of at least US\$ 200,000.00 (<i>Two Hundred Thousand United States Dollars</i>) for which a minimum of 50% of the total contract value has been paid within the last Five (5) years. and that are similar to the proposed contract. Minimum of one contract must have been contracted and implemented for one or more SADC Member States. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Scope of the Contract	Must meet the requirement	All members together must meet the requirement	Form 2	Requested attachments to Form 2
2.2	Financial Resources	i) Minimum average annual turnover of US\$400,000 (<i>Four Hundred Thousand United States Dollars</i>) calculated total certified payments received for contracts in progress or completed, within the last <i>Three (3) consecutive Years</i>	Must meet the requirement	All members together must meet the requirement	Form 3	Requested attachments to Form 3
		ii) Access to a dedicated credit line or overdraft facility of US\$150,000.00 (<i>One Hundred and Fifty United States Dollars</i>).	Must meet the requirement	The leader of the consortia must meet the requirement alone	Form 3	Requested attachments to Form 3
2.3	Personnel Resources	a) Availability of experts with the following specialization: Should have at least 10 permanent staff members of which 2 must be specialized in the area of events management.	Must meet the requirement	All members together must meet the requirement	Form 4	Requested attachments to Form 4
2.4	Professional Capacity	<i>Authorised provider of events management in line with bidder's national legislation for the last</i>	Must meet the requirement	All members together must meet the requirement	Any format of the form	Attach proof of membership and licenses

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
		<i>three years</i>				

Section IV. Bidding Forms

PART 1 - For bidder completion

Form 1 – Bidder Information Form

Form 2 – Experience in implementing similar contracts

Form 3 – Financial situation

Form 4 – Availability of personnel

PART 2 - For Information only

Description of goods

Draft Contract

PART A-For Bidder completion

Bid Submission Form

Date: *[insert day, month, year]*

PROJECT NAME: Framework Contract for Travel and Events Management

REFERENCE NUMBER: SADC/3/5/2/121

LOT NUMBER:

LOT NAME:

To: Southern Africa Development Community Secretariat

1 SUBMITTED by [i.e., the identity of the Applicant]

	Name(s) of legal entity or entities making this application	Nationality ⁺
Partner in charge *		
Partner 2*		
Etc ... *		

*add / delete additional lines for consortium partners as appropriate. **Note that a sub-contractor is not considered to be a consortium partner for the purposes of this application form.** If this application is being submitted by an individual legal entity, the name of that legal entity should be entered as '**Partner in Charge**' (and all other lines should be deleted). Any change in the identity of the Partner in Charge and/or any JV/consortium partners between the deadline for receipt of applications and the award of the contract (other than for reasons of changes to the legal structure of the individual entities concerned) will result in the immediate exclusion of the Applicant from the procurement procedure.

⁺Country in which the legal entity is registered

2 CONTACT PERSON (for this application)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

3 STATEMENT (for this application)

We, the undersigned, bid for the referenced contract and declare that:

A. _____

- (a) we have examined and have no reservations to the Bidding Documents, including Addendum(s) No(s)., issued in accordance with Instructions to Bidders (ITB) Clause 7: *[insert the number and issuing date of each addendum]*, and we are committed to deliver the goods indicated in the ITB 1.1 /Section 6 of the Bidding Document.
- (b) we are fully aware that, in the case of a Joint Venture/Consortium, the composition of the Joint Venture/Consortium cannot be modified in the course of the procurement procedure. We are also aware that the Joint Venture/Consortium partners would have joint and several liability towards the Procuring Entity concerning participation in both the procurement procedure and any contract awarded to us as a result of it.
- (c) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification process, complies with the eligibility criteria stated at ITB 3;
- (d) we, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest, in accordance with ITB Sub-Clause 3.4;
- (e) we, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Procuring Entity, or under any SADC country laws or official regulations;
- (f) we, in accordance with GCC-Clause 19, plan to subcontract the following key activities and/or parts of the works:

[insert any of the key activities identified in Section GCC Clause 19 which the Bidder intends to subcontract]
- (g) we declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process, the corresponding bidding process or execution of the Contract:

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
<i>[insert full name for each occurrence]</i>	<i>[insert street/number/city/country]</i>	<i>[indicate reason]</i>	<i>[specify amount in US\$ <u>equivalent</u>]</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[If none has been paid or is to be paid, indicate “none”.]

- (h) We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive, without incurring any liability to the Bidders.

Signed *[insert signature(s) of an authorized representative(s) of the Bidder]*

A. _____

Name *[insert full name of person signing the bid]*

In the Capacity of *[insert capacity of person signing the bid]*

Duly authorized to sign the bid for and on behalf of: Bidder's Name *[insert full name of the Bidder]*

Address *[insert street number/town or city/country address]*

Phone:

Fax:

Email:

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

Attached are certified copies of original documents of *[in case of Joint Venture/Consortium these documents must be provided for each partner of the Joint Venture/Consortium]*

- ☐ The Fiscal Certificate to demonstrate the compliance with the Eligibility Requirement 1.5 reference to Clause ITB 3.2 (d).
- ☐ The sworn / solemn statement (affidavit) made by the interested party in front of a judicial or administrative authority, a notary, or a qualified professional body in its country of origin or provenance to demonstrate the compliance with the Eligibility Requirement 1.2, 1.3, 1.4, 1.6 and 1.7 reference to Clause ITB 3.2 (a), (b), (c), (e) and (f).
- ☐ The power of attorney for the authorized representative of the signatory of the application to allow her/him to engage the Bidder into contracts with Procuring Entity.
- ☐ In case of JV/Consortium, the JV/Consortium agreement, in accordance with ITB 6.3 (c).

A. _____

TEMPLATE OF THE SWORN STATEMENT

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

<Date>

To: Southern African Development Community (SADC) Secretariat

CBD Plot 54385

Gaborone, Botswana

Your ref: < Publication reference >

Dear Sir/Madam

In response to your prequalification notice < Publication reference >, we, < Name(s) of legal entity or entities>,

hereby declare that we do not fall into any of the following situations:

- being bankrupt or wound up, are having our affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedure provided for in the national legislation or regulations of the SADC member states.*
- have been convicted of offences concerning our professional conduct by a judgment, which has the force of res judicata; (i.e. against which no appeal is possible).*
- have been declared guilty of grave professional misconduct proven by any means which Procuring Entity can justify.*
- have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Procuring Entity' financial interests.*
- are being currently subject to an administrative penalty.*

We further declare that in case we get shortlisted we will provide necessary supporting documents that will prove that we do not fall into any of

A. _____

Form 1

Bidder Information Form

Date: *[insert day, month, year]*

PROJECT NAME: FRAMEWORK CONTRACT FOR THE TRAVEL AND EVENTS MANAGEMENT

REFERENCE NUMBER: SADC/3/5/2/121

LOT NUMBER:

LOT NAME:

Page *[insert page number]* of *[insert total number]* pages

This Bid is submitted as <i>["Single Entity" or "Joint Venture/Consortium" delete as appropriate]</i>
<i>(In case of Joint Venture/Consortium) The partner in charge is [insert full legal name]</i>
Bidders' legal name(s): <i>[insert full legal name of the Joint Venture/consortium and of each of the partners]</i>
Bidders' country of constitution: <i>[indicate country of Constitution of the Joint Venture/Consortium and of each of the partners]</i>
Bidders' year of constitution: <i>[indicate year of Constitution of the Joint Venture/Consortium and of each of the partners]</i>
Bidders' legal address in country of constitution: <i>[insert street/ number/ town or city/ country of the Joint Venture/Consortium and of each of the partners]</i>
Bidders' registration number in the country of constitution <i>[indicate the registration number of the Joint Venture/consortium and of each of the partners]</i>
Bidders' authorized representative information <i>[of the Joint Venture/Consortium and of each of the partners]</i> Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Attached are copies of original documents of <i>[in case of Joint Venture/Consortium these documents must be provided for each partner of the Joint Venture/Consortium]</i> <input type="checkbox"/> Articles of Incorporation or Documents of Constitution , and documents of registration of the legal entity named above.

Signed *[insert signature(s) of an authorized representative(s) of the Bidder]*

Name *[insert full name of person signing the Bid]*

A. _____

In the Capacity of *[insert capacity of person signing the Bid]*

Duly authorized to sign the Bid for and on behalf of: Bidder's Name *[insert full name of*

Bidder] Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

s

A. _____

Form 2

Experience in implementing similar contracts

(Maximum 5 references – of maximum one page per reference)

[The following table shall be filled in for the Bidder and for each partner of a Joint Venture/Consortium]

Bidder's/Joint Venture Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Bidder JV Party Legal Name: *[insert full name]*

Contract No. and title:

PROJECT NAME: FRAMEWROK CONTRACT FOR THE TRAVEL AND EVENTS MANAGEMENT

REFERENCE NUMBER: SADC/3/5/2/121

LOT NUMBER:

LOT NAME:

[Identify contracts completed in the last 5 years that demonstrate experience in implementation of similar contracts pursuant to Section 3, Qualification Criteria and Requirements, Sub-Factor 2.1 (a). List contracts chronologically, according to their commencement (starting) dates.]

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Applicant
<i>[indicate month/ year]</i>	<i>[indicate month/ year]</i>	Contract name: <i>[insert full name]</i> Brief description of the contract performed: <i>[describe the scope of the contract]</i> Amount of contract: <i>[insert amount in USD equivalent]</i> Total project value: Name of the Client: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> Contact person for references <i>[indicate full name, position and contact points: address, phone, fax, email]</i>	<i>(insert "Contractor, Subcontractor, Lead Partner or Partner")]</i>
		Contract name: <i>[insert full name]</i>	<i>(insert "Contractor,</i>

B. _____

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Applicant
		Brief description of the contract performed: <i>[describe the scope of the contract]</i> Amount of contract: <i>[insert amount in USD equivalent]</i> Total project value: Name of the Client: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> Contact person for references <i>[indicate full name, position and contact points: address, phone, fax, email]</i>	Subcontractor, Lead Partner or Partner"))]
		Contract name: <i>[insert full name]</i> Brief description of the contract performed: <i>[describe the scope of the contract]</i> Amount of contract: <i>[insert amount in USD equivalent]</i> Total project value: Name of the Client: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> Contact person for references <i>[indicate full name, position and contact points: address, phone, fax, email]</i>	(insert "Contractor, Subcontractor, Lead Partner or Partner"))]

Add rows when required.

For a reference to qualify it must be accompanied by copies of:

☐ **Contracts indicated** above; and

☐ **Acceptance certificates** to demonstrate that the contracts indicated are completed and accepted by the Client

Signed by: *[insert signature(s) of (an) authorized representative(s) of the Bidder]*

Name: *[insert full name of person signing the bid]*

In the Capacity of: *[insert capacity of person signing the bid]*

Duly authorized to sign the bid for and on behalf of: *[insert full name of Bidder]* Address: *[insert street number/town or city/country address]*

A. _____

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

A. _____

Form 3 Financial Situation

Applicant's Legal Name: *[insert full name]*
year]

Date: *[insert day, month,*

PROJECT NAME: FRAMEWORK CONTRACT FOR THE TRAVEL AND EVENTS
MANAGEMENT

REFERENCE NUMBER: SADC/3/5/2/121

LOT NUMBER:

LOT NAME:

Page *[insert page number]* of *[insert total number]* pages

1. Financial data *[a summary table and a table for each of the partner shall be included]*

[Insert on of the title "Summary Table", or "Name of the partner: [insert name]]

Financial information in (US\$ equivalent in 000s)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (US\$ equivalent in 000s)				
	Year 1	Year 2	Year 3	Year ...	Average
Annual Turnover					
<i>Out of which:</i>					
Annual Turnover Specific to the area of the contract					
Information from Balance Sheet					
Total Assets					
Total Liabilities					
Net Worth					
Information from Income Statement					
Total Revenue					
<i>Out of which:</i>					
Total Operational Revenues					
Total Expenses					
<i>Out of which:</i>					
Total Operational Expenses					
Profits Before Taxes					
<i>Out of which:</i>					
Operational Profit					

2. Financial documents

The Bidder and its parties shall provide copies of the balance sheets and/or financial statements for three years pursuant Section 3, Qualifications Criteria and Requirements, Sub-factor 2.2 (i) and 2.2 (ii). The financial statements shall:

B. _____

- (a) reflect the financial situation of the Bidder or partner to a JV/Consortium, and not sister or parent companies.
 - (b) be audited by a certified accountant.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- ☐ Attached are copies of financial statements (certified copies of: the balance sheets – including all related notes, audit reports and/or similar statements of the accounts; audited by certified reputable auditors or certified by the fiscal authority of the country where the applicant is registered/ incorporated) for the three years required above; and complying with the requirements.

Signed *[insert signature(s) of an authorized representative(s) of the Bidder]*

Name *[insert full name of person signing the bid]*

In the Capacity of *[insert capacity of person signing the bid]*

Duly authorized to sign the bid for and on behalf of: Bidder's Name *[insert full name of Bidder]* Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

A. _____

Form 4

Availability of Personnel

[The following table shall be filled in for the Bidder and jointly for the Joint Venture/Consortium]
 Applicant's/Joint Venture Partner's Legal Name: *[insert full name]* Date: *[insert day, month, year]*

PROJECT NAME: FRAMEWORK CONTRACT FOR THE TRAVEL AND EVENTS MANAGEMENT

REFERENCE NUMBER: SADC/3/5/2/121

LOT NUMBER:

LOT NAME:

Page *[insert page number]* of *[insert total number]* pages

Provide information on the availability of the personnel resources over the past three (3) years pursuant to Section 3, Qualification Criteria and Requirements, Sub-Factor 2.3 (a)

Partner	#	Staff	Current year	Year -1	Year -2	Year -3	Average
Lead Partner [Insert Name]	1	Permanent Staff					
	2	Permanent staff in % of total (item 1 divide by item 9)					
	3	Of which staff specialized in the area of the contract					
	4	Specialized staff in % of total (item 3 divide by item 9)					
	5	Non-permanent staff					
	6	Non-permanent staff in % of total (item 5 divide by item 9)					
	7	Of which staff specialized in the area of the contract					
	8	Specialized staff in % of total (item 7 divide by item 9)					

B. _____

Partner	#	Staff	Current year	Year -1	Year -2	Year -3	Average
	9	TOTAL					

Partner 1 [Insert Name]	1	Permanent Staff					
	2	Permanent staff in % of total (item 1 divide by item 9)					
	3	Of which staff specialized in the area of the contract					
	4	Specialized staff in % of total (item 3 divide by item 9)					
	5	Non-permanent staff					
	6	Non-permanent staff in % of total (item 5 divide by item 9)					
	7	Of which staff specialized in the area of the contract					
	8	Specialized staff in % of total (item 7 divide by item 9)					
	9	TOTAL					

Partner 2 [Insert Name]	1	Permanent Staff					
	2	Permanent staff in % of total (item 1 divide by item 9)					
	3	Of which staff specialized in the area of the contract					
	4	Specialized staff in % of total (item 3 divide by item 9)					
	5	Non-permanent staff					
	6	Non-permanent staff in % of total (item 5 divide by item 9)					
	7	Of which staff specialized in the area of the contract					
	8	Specialized staff in % of total (item 7 divide by item 9)					
	9	TOTAL					

Add rows when required

Signed [insert signature(s) of an authorized representative(s) of the Bidder]

A. _____

Name *[insert full name of person signing the bid]*

In the Capacity of *[insert capacity of person signing the bid]*

Duly authorized to sign the application for and on behalf of: Bidder's Name *[insert full name of Bidder]* Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

Signature of the applicant

Signature of competent authority (see footnote)

A. _____

PART 2 – Description of Goods

SADC is looking for the services of reputable firms to undertake all its travel and events management arrangements. The Secretariat wishes to enter into multiple framework contracts with a service provider for a minimum period of 24 months. The tender is divided in three lots, one for travel management services and the other two for conference management services (Regional and Local).

The Multiple Framework Contract is an agreement between the Contracting Authority and Several contractors, with the purpose to establish the terms governing specific contracts, which may be awarded through Specific Request for Goods during a given period. The terms and conditions of the contract are mainly related to the duration, subject, implementation rules and scope of services. The Multiple Framework Contract takes the form of separate contracts with a number of economic operators but concluded through Specific Requests for Goods in identical terms, specifically: the same general conditions, terms of delivery, price, type of services, goods or works to be delivered possibly the maximum cumulative contract value. The Specific Request for Goods shall be issued on need basis to the framework contractors who will have been prequalified.

The bidders may apply for one lot only or all or any combination of the lots.

Lot 1: Framework Contract for the Provision of Travel Management Services to the SADC Secretariat

The activities of the SADC Secretariat are regionally based and the staff members need to travel accordingly. **Travel management**, as referred to shall apply to all movements or journey of SADC staff and Member States representatives from one place to another for official business purposes, both international and domestic. This travel includes both air and ground (car hire) transport. These official purposes include, but need not be limited, to the following:

- a) Official missions, meetings and various national and international events;
- b) Travel for Interviews for both candidates and member states;
- c) Travel on Appointment and repatriation of staff and family members;
- d) Travel for Home leaves / Home passage, and educational leaves; and
- e) Visits to project sites, by either SADC staff or counterparts, or other entities involved in execution of various SADC undertakings.

As a minimum, provision of the following services is required:

- Booking, issuing and delivery of flight/train/ship tickets where applicable with the competent CRS (Computer Reservation System).
- Electronic ticketing
- Booking of accommodation (hotel rooms)
- Aiding in obtaining visas.

Occasionally, the travel agency may be required to provide other travel arrangement services not listed above (e.g. Web check in, car rental arrangements, providing information on public transport means at the place of meeting and other information of

importance to the traveller).

Lot 2: Framework Contract for the Provision of Events Management Services to the SADC Secretariat for Events within SADC Region and Beyond

Similarly, **Events Management**, as referred to shall apply to the management of SADC events such as meetings, conferences, or workshops within SADC region. It involves, planning the logistics and coordinating the technical aspects leading to the event.

The services required under Events Management will relate, but are not limited to, the following key activities:

- Overall preparation of meetings/conferences/workshops in the SADC Region;
- Coordination and follow up of each event
- Hotel booking
- Airport and hotel transfers
- Booking of conference facilities and technical equipment (including for interpreters)
- Secretariat support
- Conference kits
- Others related

Lot 3: Framework Contract for the Provision of Events Management Services to the SADC Secretariat within Botswana

Similarly, **Events Management**, as referred to shall apply to the management of SADC events such as meetings, conferences, or workshops within Botswana. It involves, planning the logistics and coordinating the technical aspects leading to the event.

The services required under Events Management will relate, but are not limited to, the following key activities:

- Overall preparation of meetings/conferences/workshops in the SADC Region;
- Coordination and follow up of each event
- Assistance for visa
- Hotel booking
- Airport and hotel transfers
- Booking of conference facilities and technical equipment.
- Car rental
- Secretariat support
- Conference kits
- Others related

Objective of tender

The overall objective of this assignment is to procure the services of reputable firms through multiple framework contracts to manage ALL Travel and Event management requirements for the SADC Secretariat for the period of the contract.

The SADC Secretariat herewith invites interested reputable firms to submit Applications

A. _____

for following the contract: ***Framework Contract for the Travel and Events Management.***

Indicative budget

LOT 1 US\$ 7,000,000.00

LOT 2 US\$ 10,000,000.00

LOT 3 US\$ 3,000,000.00

The service provider will liaise closely with the SADC Secretariat before concluding contracts/making payments.

Detailed terms of reference will be made available to short-listed companies.

STANDARD CONTRACT FOR GOODS

CONTRACT FOR

***TECHNICAL ASSISTANCE TO SADC
SECRETARIAT ON TRAVEL AND EVENTS
MANAGEMENT***

Number SADC/3/5/2/121

Lot Number: *[insert the number]*

**BETWEEN *[SADC SECRETARIAT* (“the Contracting
Authority”)**

AND

CONTRACTOR *[insert the name]* (“the Contractor”)

DATE:

Table of Contents

<u>CONTRACT AGREEMENT</u>	60
<u>SECTION I – GENERAL CONDITIONS OF CONTRACT</u>	63
<u>SECTION II. SPECIAL CONDITIONS OF CONTRACT</u>	83
<u>SECTION III. DESCRIPTION OF GOODS</u>	86
<u>SECTION IV. THE CONTRACTOR’S BID</u>	87

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[SADC Secretariat* and having its principal place of business at ***Plot 54385,CBD,Gaborone,Botswana*** (hereinafter called “the Contracting Authority”), and
- (2) *[insert name of Contractor]*, a corporation incorporated under the laws of *[insert: country of Contractor]* and having its principal place of business at *[insert: address of Contractor]* (hereinafter called “the Contractor”).

WHEREAS the Contracting Authority invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Contractor for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Contracting Authority and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Section I – General Conditions of Contract
 - (c) Section I – Special Conditions of Contract
 - (d) Description of GoodsSection V – The Contracting Authority’s Notification of Award
 - (e) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Contracting Authority to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

B. _____

5. The Contracting Authority hereby covenants to pay the Contractor in consideration of the provision of the Goods and Ancillary Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Contracting Authority

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

A. _____

SECTION 1 – GENERAL CONDITIONS OF CONTRACT

Table of Clauses

1. DEFINITIONS.....	65
2. CONTRACT DOCUMENTS	65
3. FRAUD AND CORRUPTION	66
4. INTERPRETATION	67
5. LANGUAGE.....	68
6. JOINT VENTURE, CONSORTIUM OR ASSOCIATION.....	68
7. ELIGIBILITY.....	69
8. NOTICES.....	69
9. GOVERNING LAW	69
10. SETTLEMENT OF DISPUTES.....	69
11. SCOPE OF SUPPLY	70
12. DELIVERY AND DOCUMENTS.....	70
13. CONTRACTOR'S RESPONSIBILITIES	70
14. CONTRACT PRICE	71
15. TERMS OF PAYMENT.....	71
16. TAXES AND DUTIES.....	72
17. PERFORMANCE SECURITY	ERROR! BOOKMARK NOT DEFINED.
18. COPYRIGHT.....	72
19. CONFIDENTIAL INFORMATION.....	72
20. SUBCONTRACTING.....	73
21. SPECIFICATIONS AND STANDARDS	74
22. PACKING AND DOCUMENTS	ERROR! BOOKMARK NOT DEFINED.
23. INSURANCE	74
24. TRANSPORTATION.....	74
25. INSPECTIONS AND TESTS.....	74
26. LIQUIDATED DAMAGES.....	75
27. WARRANTY	ERROR! BOOKMARK NOT DEFINED.
28. PATENT INDEMNITY	ERROR! BOOKMARK NOT DEFINED.
29. LIMITATION OF LIABILITY.....	75
30. CHANGE IN LAWS AND REGULATIONS.....	75

31. FORCE MAJEURE	76
32. CHANGE ORDERS AND CONTRACT AMENDMENTS	76
33. EXTENSIONS OF TIME	77
34. TERMINATION.....	77
35. ASSIGNMENT	ERROR! BOOKMARK NOT DEFINED.
36. EXPORT RESTRICTION.....	ERROR! BOOKMARK NOT DEFINED.

Section I. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Contracting Authority and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. This will be based on the price established on the specific requests for goods.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfilment of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.

“For purposes of this Clause, the term “goods” is as specified in the SCC. “Contracting Authority’s Country” is the country specified in the Special Conditions of Contract (SCC).

- (a) “Contracting Authority” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (b) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Contractor under the Contract.
- (c) “SCC” means the Special Conditions of Contract.
- (d) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Contractor.
- (e) “Contractor” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Contracting Authority and is named as such in the Contract Agreement.
- (f) “The Project Site,” where applicable, means the place named in the SCC.
- (g) “The Project Manager”, where applicable, means the person in charge of the day to day implementation of the contract on behalf of the Contracting Authority.
- (h)

2. Contract

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts

Documents

thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

It is the SADC Secretariat policy to require that Contracting Authority 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.⁷ 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”⁸ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”⁹ 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”¹⁰ 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”¹¹ 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

⁷ In this context, any action taken by a bidder, supplier, contractor, to influence the procurement process or contract execution for undue advantage is improper.

⁸ “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.

⁹ 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.

¹⁰ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

¹¹ a “party” refers to a participant in the procurement process or contract execution.

- 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.
- (c) 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;
- (viii) will reject the bid for award;
 - (ix) 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;
 - (x) will cancel or terminate any ongoing contract with the bidder /the contractor;
 - (xi) will request 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;
 - (xii) 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
 - (xiii) 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.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

A. _____

(a) .

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Contracting Authority and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Contracting Authority, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor.

6. Joint Venture, Consortium or

- 6.1 If the Contractor is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the

- Association** Contracting Authority for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Contracting Authority.
- 7. Eligibility**
- 7.1 **Is so specified in the SCC**, the contractor and its Subcontractors shall have the nationality of an eligible country. A Contractor or Subcontractor shall be deemed to have the nationality of a country if it is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This restriction doesn't apply to the contractors and subcontractors' personnel.
- 7.2 The Contractor has the obligation to promptly notify the Contracting Authority about any change in their or their subcontractor legal or commercial status that might affect the eligibility conditions that prevail at the time of prequalification.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Contracting Authority's Country, unless otherwise specified in the **SCC**.
- 10. Settlement of Disputes**
- 10.1 The Contracting Authority and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Contracting Authority or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Contracting Authority shall pay the Contractor any monies due the Contractor.

11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Specific Request for the Goods, as and when need arises Description of Goods.

12. Delivery and Documents 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Specific Requests for Goods, as specified in the SCC. Description of Goods

13. Contractor's Responsibilities 13.1 The Contractor shall in accordance with provision of Specific Requests for Goods, supply all the Goods and Related Services included in the Scope of Supply accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

13.2 The Contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.

13.3 The Contractor shall, in accordance with the provisions of the contract, provide all necessary equipment, supervision, labour and facilities required for the implementation of tasks.

13.4 The Contractor shall supply, without any delay, any information and documents to the Contracting Authority upon request, regarding the conditions in which the contract is being executed.

13.5 The Contractor shall respect and abide all laws and regulations in force in the country where the goods are to be delivered and shall ensure that its personnel, their dependents and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its employees, and their dependents of such laws and regulations.

13.6 Should any unforeseen event, action or omission directly or indirectly hamper performance of the Contract, either partially or totally, the Contractor shall immediately and at its own initiative record it and report it to the Contracting Authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial

action taken by the Contractor to ensure full compliance with its obligations under the contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

- 13.7 Any records shall be kept for a 7-year period after the final payment made under the contract. In case of failure to maintain such records, the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in art 34.

14. Contract Price

- 14.1 Prices to be charged for each Specific Request for Goods by the Contractor shall not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized in the SCC.

15. Terms of Payment

- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 15.2 The Contractor's request for payment shall be made to the Contracting Authority in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all other obligations stipulated in the Contract.
- 15.3 Payment shall be made within 30 days from the date of which the Contracting Authority registers an admissible invoice.
- 15.4 Payments shall be made promptly by the Contracting Authority, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Contractor, and after the Contracting Authority has accepted it. Any default in payment of more than 90 days from the expiry of the period laid down in this article of in the Special Conditions shall entitle the Contractor either not to perform the contract or terminate according to article 34.
- 15.5 The currencies in which payments shall be made to the Contractor under this Contract shall be those in which the bid price is expressed Reference to SCC
- 15.6 In the event that the Contracting Authority fails to pay the Contractor any payment by its due date or within the period set forth in the SCC, the Contracting Authority shall pay to the Contractor interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 15.7 The payments shall be made as follows:

Full invoice amount to be paid within 30 days after

submission of invoice and account statement and approval by the Contracting Authority.

15.8. Unless otherwise stipulated in the SCC, the contract shall be at fixed prices, which shall not be revised.

15.9. The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority before the deadline indicated in the debit note, which is 45 days from the issuing of that note. Should the Contractor fail to make repayment within the above deadline, the Contracting Authority may (unless the Contractor is a public body) increase the amounts due by adding interest at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country.;

15.10. Prior to, or instead of, terminating the contract as provided for in article 34, the Contracting Authority may suspend payments as precautionary measure without prior notice.

16. Taxes and Duties

16.1 For goods provided outside the Contracting Authority's Country, the Contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Contracting Authority's Country.

16.2 For goods provided within the Contracting Authority's country, the Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Contracting Authority.

16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the Contracting Authority's Country, the Contracting Authority shall use its best efforts to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

17. Copyright

17.1 The copyright in all documents, and other materials containing data and information furnished to the Contracting Authority by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Contracting Authority directly or through the Contractor by any third party, including Contractors of materials, the copyright in such materials shall remain vested in such third party

18. Confidential Information

18.1 The Contracting Authority and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by

the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Contracting Authority to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 19.

18.2 The Contracting Authority shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Contracting Authority for any purpose other than the performance of the Contract.

18.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Contracting Authority or Contractor need to share with the SADC Secretariat or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

18.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

18.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

19. Subcontracting 19.1 The Contractor shall notify the Contracting Authority in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract.

19.2 The Contracting Authority shall not be held liable for any disputes between the Contractor and Subcontractor.

19.3 Subcontracting arrangements shall not be transferred to the Contracting Authority. The Contractor remains solely liable to the Subcontractor and vice-versa.

- 19.4 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 20. Specifications and Standards**
- 20.1 Specifications
- (a) The Goods and Related Services supplied under this Contract shall conform to the specifications and standards mentioned in Section VI, Description of Goods and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - (b) The Contractor shall be entitled to disclaim responsibility for, data, specification or other document, or any modification thereof provided by or on behalf of the Contracting Authority, by giving a notice of such disclaimer to the Contracting Authority.
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Description of Goods. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Contracting Authority and shall be treated in accordance with GCC Clause 32.
- 21. Insurance**
- 21.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—.
- 22. Transportation**
- 22.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specifications. .
- 23. Inspections and Tests**
- 23.1 The Contractor shall at its own expense and at no cost to the Contracting Authority carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 23.2 The inspections and tests may be conducted on the premises of the Contractor or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Contracting Authority's Country as specified in the **SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Contractor or its Subcontractor, all reasonable facilities and assistance, including access to the sites shall be furnished to the inspectors at no charge to the Contracting Authority.
- 23.3 The Contracting Authority or its designated representative shall be entitled to attend the tests and/or inspections referred

to in GCC Sub-Clause 25.2, provided that the Contracting Authority bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

23.4 Whenever the Contracting Authority is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Contractor. .

24. Liquidated Damages

24.1 Except as provided under GCC Clause 31, if the Contractor fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Contracting Authority may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Contracting Authority may terminate the Contract pursuant to GCC Clause 34.

25. Limitation of Liability

25.1 Except in cases of criminal negligence or wilful misconduct,

- (a) the Contractor shall not be liable to the Contracting Authority, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Contracting Authority and
- (b) the aggregate liability of the Contractor to the Contracting Authority, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Contracting Authority with respect to patent infringement

26. Change in Laws and Regulations

26.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Contracting Authority's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the

extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

- 27. Force Majeure**
- 27.1 The Contractor shall not be liable for forfeiture of its liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 27.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Contracting Authority in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 27.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Contracting Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 28. Change Orders and Contract Amendments**
- 28.1 The Contracting Authority may at any time order the Contractor through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) specifications, where Goods to be furnished under the Contract are to be specifically provided for the Contracting Authority;
 - (b)
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Contractor.
- 28.2 Prices to be charged by the Contractor for goods and any related s that might be needed but which were not included in the Specific Request for Goods shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.
- 28.3 Subject to the above, no variation in or modification of the

terms of the Specific Request for Goods shall be made except by written amendment signed by the parties.

29. Extensions of Time

- 29.1 If at any time during performance of the Contract, the Contractor or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Contractor shall promptly notify the Contracting Authority in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Contracting Authority shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 29.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

30. Termination

- 30.1 Termination by the Contracting Authority
- (a) The Contracting Authority may, at any time and with immediate effect, subject to article 34.9, terminate the contract, except as provided for under Article 34.2.
 - (b) Subject to any other provisions of these General Conditions, the Contracting Authority may, by giving seven-day notice to the Contractor, terminate the contract in any of the following cases where:
 - i) the Contractor is in serious breach of contract for failure to perform its contractual obligations;
 - ii) the Contractor fails to comply within a reasonable time with the notice given by the Project Manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely implementation of the tasks;
 - iii) the Contractor refuses or neglects to carry out any administrative orders given by the Project Manager;
 - iv) the Contractor assigns the contract or subcontracts without the authorization of the Contracting Authority;
 - v) the Contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous

situation arising from a similar procedure provided for under national law or regulations;

- vi) any organizational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
 - vii) any other legal disability hindering performance of the contract occurs;
 - viii) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
 - ix) it has been established by a final judgment or a final administrative decision or by proof in possession of the Contracting Authority that the Contractor has been guilty of fraud, corruption, involvement in a criminal organization, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or has committed an irregularity;
 - x) the Contractor, in the performance of another contract financed by the SADC or its donors has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the Contracting Authority or the competent authorities of Member States;
 - xi) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud;
 - xii) the award procedure or the performance of another SADC financed contract proves to have been subject to substantial errors, irregularities or fraud;
 - xiii) the Contractor fails to perform its obligations in accordance with this contract;
- (a) Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor. The Contracting Authority may, thereafter, conclude any other contract with a third party, at the Contractor's own expense. The Contractor's liability for delay in completion shall immediately cease when the Contracting Authority terminates the contract without prejudice to any liability

thereunder that may already have arisen.

- (b) Upon termination of the contract or when it has received notice thereof, the Contractor shall take immediate steps to bring the implementation of the tasks to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- (c) The Project Manager shall, as soon as possible after termination, certify the value of the supplies and all sums due to the Contractor as at the date of termination.
- (d) The Contracting Authority shall not be obliged to make any further payments to the Contractor until the supplies are completed. After the supplies are completed, the Contracting Authority shall recover from the Contractor the extra costs, if any, of providing the supplies, or shall pay any balance still due to the Contractor.
- (e) If the Contracting Authority terminates the contract pursuant article 34.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the Contractor any loss it has suffered up to the value of the supply unless otherwise provided for in the Special Conditions.
- (f) Where the termination is not due to an act or omission of the Contractor, force majeure or other circumstances beyond the control of the Contracting Authority, the Contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.
- (g) This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

30.2 Termination by the Contractor.

- (a) The Contractor may, by giving 14 days' notice to the Contracting Authority, terminate the contract if the Contracting Authority:
 - fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the time limit stated in the contract; or
 - Consistently fails to meet its obligations after repeated reminders; or

- Suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor's breach or default.
- (b) Such termination shall be without prejudice to any other rights of the Contracting Authority or the Contractor acquired under the contract.
- (c) In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

31. Breach of contract

- 31.1. Either party commits breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
- 31.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
- i) damages
 - ii) termination of the contract
- 31.3. Damages may be either general damages or liquidated damages.
- 31.4 Should the Contractor fail to perform any of its obligations in accordance with the provisions of the contract, the Contracting Authority is, without prejudice of its rights under 35.2, also entitled to the following remedies:
- a) suspension of payments; and or
 - b) reduction or recovery of payments in proportion to the failure's extent.
- 31.5. Where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.
- 31.6. The Contracting Authority shall be entitled to compensation for any damage, which comes to light after the contract is completed in accordance with the law governing the contract.

32. Administrative sanctions

- 32.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by SADC, may be imposed, after and adversarial procedure, upon the Contractor who, in particular
- a) is guilty of grave professional misconduct, has committed

irregularities or has been found in serious breach of its contractual obligations. The duration of the exclusion shall not exceed the duration set by final judgment or final administrative decision or, in the absence thereof, five years.

b) is guilty of fraud, corruption, participation in criminal organization, money laundering, terrorist related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgment or final administrative decision or, in the absence thereof, ten years.

32.2. In the situation mentioned in article 36.1, in addition or in alternative to the sanction of exclusion, the Contractor may also be subject to financial penalties representing up to 10% of the contract price. This clause is not made to terrorize the Contractor, who is fully aware and accepts it.

32.3. Where the Contracting Authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the Contractor or call on the appropriate guarantee.

32.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the Contractor.

32.5. The above administrative sanctions may also be imposed to persons who are members of the administrative, management or supervisory body of the Contractor, to persons having powers of representation, decision or control with regard to the Contractor, to persons jointly and severally liable for the performance of the contract and to subcontractors.

33. Assignment

33.1. Neither the Contracting Authority nor the Contractor shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

SECTION II. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SCC 1.1(h)	The Contracting Authority's country is: Botswana
SCC 1.1(i)	The Contracting Authority is: SADC Secretariat
SCC 1.1 (n)	The Project Site(s)/Final Destination(s) is/are: SADC Secretariat, Gaborone, Botswana and all the other 16 Member States of SADC as well as outside SADC Member States on need basis.
SCC 5.1	The language shall be: English
SCC 7.1	<i>As per the GCC</i>
SCC 8.1	For <u>notices</u> , the Contracting Authority's address shall be: <i>SADC Secretariat</i> <i>CBD Plot 54385</i> <i>Room DGP11 on Ground Floor</i> <i>City: Gaborone</i> <i>Country: Botswana</i> <i>Phone: +2673951863</i> Email: eliwimbi@sadc.int
SCC 9.1	The governing law shall be the law of: <i>Botswana</i>
SCC 12.1	Details of Documents to be furnished by the Framework Contractor are invoices and account statement. The above documents shall be received by the Contracting Authority after delivery of the Goods and, if not received, the Contractor will be responsible for any consequent expenses.
SCC 14.1	There will be no price adjustments
SCC 15.1	<i>There will be no advance payments</i> i) Full amount to be paid within 30 days of submission and approval of an invoice and account statement.
SCC 15.4	The Framework Contractor shall invoice the Contracting Authority twice a month for completed events. The contracting Authority shall pay the Framework Contractor within 30 days after receiving and approving the invoice.

SCC 15.5	The currency to be used shall be United States Dollars
SCC 15.6	<p>The payment-delay period after which the Contracting Authority shall pay interest to the Framework Contractor shall be 90 days only if the delay is attributable to the Contracting Authority.</p> <p>The interest rate that shall be applied shall be based on the prevailing rate of the Bank of Botswana at the time.</p>
SCC15.7	<p>The method and conditions of payment to be made to the Framework Contractor under this Contract shall be as follows:</p> <p>i) Full amount to be paid within 30 days of submission and approval of an invoice and account statement.</p>
SCC 15.8	As per GCC
SCC 21.1	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Contracting Authority's country by the Contractor or its Personnel or any Sub-Contractors or their Personnel, with a minimum coverage of <i>[insert amount and currency]</i>;</p> <p>(b) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>;</p> <p>(c) professional liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractors, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Contractor's property used in the performance of the Services, and (iii) any documents prepared by the Contractor in the performance of the Services.</p>
SCC 22.1	As per the GCC
SCC 23.1	It is the responsibility of the Framework Contractor to ensure that goods supplied by the Subcontractor are of acceptable quality standards.
SCC 23.2	The Inspections shall be conducted at point of usage
SCC 2.1	<p>As per the GCC.</p> <p><u>The liquidated damage shall be: [insert number] % per week-Legal to guide</u></p> <p><u>The maximum amount of liquidated damages shall be: [insert number] % --</u></p>

	<u>Legal to guide</u>
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A. _____

SECTION III. DESCRIPTION OF GOODS

B. _____

SECTION IV. THE CONTRACTOR'S BID

A. _____