**BIDDING DOCUMENTS FOR PROCUREMENT OF SERVICES (fee based)**

BIDDING DOCUMENTS

Issued on: 16th March 2020

**for**

***Framework Contract for the Provision of Services to SADC Secretariat***

**REFERENCE NUMBER: SADC/3/5/2/102**

**PROCURING ENTITY *– SADC Secretariat***

**CONTENTS**

Section 1. Letter of Invitation 1

Section 2. Information to Bidders 3

A. General 3

B. Contents of the Bidding Document 12

C. Content of Bid 13

D. Evaluation of Offers 17

Data Sheet 21

Section 3. Eligibility and Qualification Requirements 27

Section IV. Bid Submission Forms 31

Section 5. Technical Proposal Submission Forms 46

Section 6. Financial Proposal Submission Forms 54

Form FIN-1 Financial Proposal Submission Form 55

Form FIN-2 Summary of Costs Error! Bookmark not defined.

Form FIN-3 Breakdown of Remuneration 58

Section 7. Terms of Reference 59

1 Terms of Reference 61

1.1 Background 61

1.2 Organisational structure 62

1.3 Description of tasks 64

1.4 Linguistic and minimum geographical coverage 65

1.5 Reports, documents and meetings 65

2 Contractual Conditions 66

2.1 Nature of the contract 66

2.2 Starting date of the contract and duration of the tasks 66

2.3 Terms of payment 67

2.4 Place of performance 67

2.5 Subcontracting 67

2.6 Joint Venture 68

3 Administrative information concerting the invitation to tender 69

3.1 Date and place of opening of the tenders 69

3.2 General terms and conditions for the submission of tenders 70

4 Form and content of the tender 71

4.1 Structure of the tender 71

5 Assessment and award of the contract 74

5.1 Application of exclusion criteria and exclusion of tenders 75

5.2 Application of selection criteria (selection of tenderers) 75

5.3 Application of award criteria (assessment of tenders) 78

5.4 Information for tenderers 81

5.5 Award of the contract 81

Section 6. Standard Form of Contract 86

I. Form of Contract 91

II. General Conditions of Contract 93

1. General Provisions 93

2. Commencement, Completion, Modification and Termination of Contract 97

3. Obligations of the Contractor 103

4. Contractors’ Personnel and Sub-Contractors 106

5. Obligations of the Contracting Authority 108

6. Payments to the Contractor 110

7. Fairness, Good Faith and Non-Waiver 114

9. Settlement of Disputes 116

III. Special Conditions of Contract 117

IV. Appendices 122

Appendix A – Terms Of Reference 122

Appendix B – Technical Proposal 122

Appendix C – Financial Proposal 122

# Section 1. Letter of Invitation

Gaborone, 16th March 2020

Dear Bidder,

SADC Secretariat invites proposals for the establishment of a Multiple Framework Contract (FWC) for services. The purpose of this framework contract is to enable SADC Secretariat to have at its disposal an external pool of expertise that can be quickly mobilised and used whenever the need arises. This external pool of expertise is meant to support SADC Secretariat’s own activities and its projects. More details on the services are provided in the attached Terms of Reference.

This FWC will be established through open bidding, meaning a procurement method, which involves an open invitation to submit a bid in a competitive bidding process to all interested economic operators.

The Bidding Documents includes the following documents:

Section 1 - this Letter of Invitation

Section 2 - Information to Bidders

Section 3 – Eligibility and Qualification Requirements

Section 4 – Bid Submission Forms

Section 5 - Technical Proposal - Standard Forms

Section 6 - Financial Proposal - Standard Forms

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract

Amb. Joseph Nourrice

Acting Executive Secretary

# Section 2. Information to Bidders

# General

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Definitions | | | (a) “BD” means the Bidding Documents to be prepared by the Procuring Entity for the selection of Contractor.  (b) “Procuring Entity” means the procurement entity in charge of the procurement procedure.  (c) “Contractor” means any entity or person that may provide or provides the Services to the Client under the Contract.  (d) “Contract” means the Contract signed by the Parties and all the attached documents that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.  (e) “Contracting Authority” means the entity with which the selected Consultant signs the Contract for the Services.  (f) “Data Sheet” means such part of the Instructions to Bidders used to reflect specific country and assignment conditions.  (g) “Day” means calendar day.  (h) “Evaluation Committee” means committee made up of an odd number (at least three) of voting members (the evaluators) with the technical and administrative expertise necessary to give an informed opinion on tenders or grant applications. The Chairperson of the Evaluation Committee will be one of the evaluators. Evaluation Committee will be assisted by the Secretary.  (i) “Instructions to Bidders” (Section 2 of the BD) means the document which provides the Bidders with all information needed to prepare their Proposals.  (j) “LOI” (Section 1 of the BD) means the Letter of Invitation issues by the Procuring Entity to the Bidders.  (k) “Personnel” means professionals and support staff provided by the Bidders or by any Sub-Contractors and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Procuring Entity’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Procuring Entity’s country.  (l) “Proposal” means the Technical Proposal and the Financial Proposal.  (m) “Services” means the consulting services or the work to be performed by the Contractor pursuant to the Contract.  (n) “Subcontractor” means any entity with whom the Bidder or Contractors intends to subcontracts any part of the Services.  (m) “Terms of Reference” (TOR) means the document included in the BD as Section 7 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Entity and the Contractor, and expected results and deliverables of the assignment. | |
| 1. Introduction2. Conflict of interest3. Fraud and Corruption | | | 1.1 The Procuring Entity named in **the Data Sheet** will select firms/eligible institutions among those that will bid, in accordance with the procurement method indicated in **the Data Sheet**, method detailed in the edition of the Guidelines indicated in **the Data Sheet**.  1.2 The Bidders are invited to submit a Technical Proposal as per the details in the Terms of Reference attached as Section 7 of this Bidding Documents. The proposal and the Terms of Reference will be the basis for contract with the successful firm.  1.3 The assignment shall be implemented in accordance with the phasing indicated in **the Data Sheet**. When the assignment includes several phases, the performance of the Bidder under each phase must be to the Procuring Entity's satisfaction before work begins on the next phase.  1.4 The Bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, Bidders are encouraged to request the Procuring Entity to provide further information before submitting a proposal and to attend a pre-bid conference if one is specified in **the Data Sheet**. Attending the pre-proposal conference is optional. The Bidders’ representative should contact the Procuring Entity at the address stated in **the Data Sheet** or to obtain additional information on the pre-bid conference.  1.5 The Procuring Entity will provide the inputs specified in **the Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.  1.6 Please note that (i) the costs of preparing the proposal, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the assignment; and (ii) the Procuring Entity is not bound to accept any of the proposals submitted.  1.7 SADC Secretariat policy requires that Bidders provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Procuring Entity.  2.1 Bidders will be excluded from the bidding process if it will be in a conflict of interest situation as described below:   1. Conflict between consulting activities and procurement of goods, works or services. A bidder or a contractor that has been engaged by the SADC Secretariat or the Procuring Entity to provide goods, works, or services for the organization, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a bidder or a contractor hired to provide services for the preparation or implementation of a project, and each of its affiliates shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the contractor’s consulting services for such preparation or implementation. 2. Conflict among consulting assignments: Neither, bidders or contractors (including their personnel and sub-Bidders) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder or contractor. For instance, a contractor assisting SADC Secretariat or the Procuring Entity to implement a project shall not be engaged to prepare an independent assessment for the implementation of the same project, or contractors hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question. 3. Relationship with SADC Secretariat’s or the Procuring Entity’s staff: bidders or contractors (including their personnel and sub-contractors) having business or family relationship with a member of the SADC Secretariat’s or the Procuring Entity’s staff directly or indirectly involved in any part of: (i) the preparation of the TOR or Technical Specification of a contract, (ii) the selection process for such contract, or (iii) the supervision of the contract, may not be awarded the contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the SADC Secretariat throughout the selection process and the execution of the contract.   2.2 Since previous or ongoing participation in relation to the assignment by the Bidder, its professional staff, or its affiliates or associates under a contract with the SADC Secretariat and Procuring Entity may result in rejection of the proposal, the bidders should clarify their situation in that respect with the Procuring Entity before preparing the proposal.  2.3 Bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in **the Data Sheet** and the factors used for the selection of the Bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Procuring Entity whether or not to have the downstream assignment carried out, and if it is carried out, which Bidder will be hired for the purpose.  3.1 It is the SADC Secretariat’s policy to require that Procuring Entity’s staff as well as Bidders under SADC Secretariat-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the SADC Secretariat:   1. defines for the purposes of this provision, the terms set forth below as follows:   (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;   1. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefits or to avoid an obligation; 2. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; 3. “coercive practices” 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; 4. “obstructive practice”   (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.   1. 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; 2. will reject the bid for award; 3. 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; 4. will cancel or terminate any ongoing contract with the bidder /the contractor; 5. 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; 6. will forfeit the bid or performance securities of the bidder /the contractor; 7. 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 8. 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.   3.2 Neither the Bidders nor their personnel or subcontractor shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the SADC Secretariat in accordance with the above sub para. 2.1.  3.3 Bidders shall furnish information as described in the Financial Proposal submission form (Section 6) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.    3.4 Any interested Bidders are allowed to participate in this bidding process. | |
|  | | |  | |
| 4. Procurement Rules and Procedures | | | 4.1 The current bidding process is governed by the SADC Secretariat Procurement Guidelines which can be downloaded from the SADC Secretariat website indicated in **the Data Sheet**. The Bidders are encouraged to review this document prior to requesting the Procuring Entity any additional information about the procurement processes and procedures. | |
| 5. Eligible Applicants | | | 5.1 To foster competition, the SADC Secretariat permits all economic operators and individual consultants to be awarded a SADC Secretariat contract.  5.2 All applicants and bidders must not be included in the conditions described below, constituting exclusion criteria:  a) they are being bankrupt or, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of the SADC member states;  b) they have been convicted of offences concerning their professional conduct by a judgment which haves the force of res judicata; (i.e. against which no appeal is possible);  c) they have been declared guilty of grave professional misconduct proven by any means which Procuring Entity can justify;  d) 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) 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; or  f) they are being currently subject to an administrative penalty.  5.3 The Procuring Entity will accept, as satisfactory evidence, that the applicant or the bidder is not in one of the above situations described in (a), (b) or (e), on submission of a recent extract from the judicial record, or failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin showing that those requirements are satisfied. The Procuring Entity will accept, as satisfactory evidence, that the applicant or bidder is not in the situation described in (d), on submission of a recent certificate issued by the competent authority of the State concerned. Where no such documents or certificates are issued in the concerned country, and for other cases of exclusion listed above, they may be replaced by a 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.  5.4 The Procuring Entity takes into account that – as a rule – the exclusion criteria are related to the legal entity/ natural person acts acting as a bidder or applicant and not to the representatives in case of legal entities. However, depending on the legislation of the country where the bidder or applicant is legally established and if the Procuring Entity considers necessary or has reasonable doubts concerning the personal situation, the above documents may also relate to natural persons, including company directors or any person with power of representation, decision-making or control in relation to the bidder. Whenever an applicant or bidder, due to its nature (for instance, national public administrations and international organizations), cannot fall into one of the above categories and/or cannot provide the documents indicated above, a simple declaration explaining their situation will suffice.  5.5 For procurement under restricted procedure, the compliance with the eligibility criteria will be assessed during the prequalification phase. Hence, the documentation proving that the applicant does not fall in any of the categories defined in the exclusion criteria, shall be submitted along with the application form for prequalification.  5.6 The date on the evidence or documents provided must be up to one (1) year before the date of submission of the application or proposal. Applicants must, in addition, provide a statement confirming that their overall situation has not weaken in the period since the evidence was drawn up to the date they submitted the bid.  5.7 The above required documents shall be submitted by the bidder, and in case of a joint venture, by all joint venture members. The documents may be originals or copies. If the documents are copies, they shall be certified by a public notary. However, at the Procuring Entity request, the applicant or bidder must be able to provide any original document.  5.8 If sub-contractors are employed by the applicant or bidder, the same rules apply.  5.9 If the supporting documents are not written in English, an official and certified translation into English must be attached.  5.10 If so stated in the **Data Sheet**, for contracts with a value less than the international threshold (US$ 350,000) and based on its risk assessment, the Procuring Entity may waive the obligation of submission of the documentary proof for exclusion criteria. However, when this obligation has been waived, the Procuring Entity shall still request a sworn / solemn statement issued by the interested party in front of a judicial or administrative authority, a notary or a qualified professional body from the applicant’s country, Nevertheless, the Procuring Entity – at its own criteria- keeps the right to request bidders documents proving their compliance to the eligibility conditions.  5.11 Contracts may not be awarded to applicants or bidders who, during the procurement procedure:  a) are subject to a conflict of interest;  b) are guilty of misrepresentation when submitting the information required by the Procuring Entity as a condition of participation in the contract procedure, or fail to submit this information;  c) find themselves in any situation~~s~~ of exclusion for the procurement procedure, after the bid or application was submitted  5.12. In addition to the eligibility requirements stated at ITA 4 above this prequalification process shall consider the eligibility requirements stated in **the Data Sheet**. | |
| 6. Joint-ventures or Consortia | | 6.1 When competing for a Procuring Entity contract, any economic operator may submit an application or bid independently or in joint venture or consortium with other economic operators, provided they legally confirm joint and several liabilities for the bid in case of winning a contract for the implementation of the contract.  6.2 A joint venture or consortium may be either a permanent legally established group or a group constituted informally for the purpose to apply, bid and undertake a specific Procuring Entity contract. In every case, all members of a joint venture or consortium are jointly and severally liable to the Procuring Entity in relation to the application, bid, offer or contract for which it was constituted.  6.3 Applications and bids submitted by a joint venture or consortium of two or more economic operators shall also comply with the following requirements:   1. the application and the bid shall be signed to be legally binding on all members; 2. the application and the bid must be accompanied by the original legally binding agreement for the all members; the document has to be certified by a Pubic Notary or a Commissioner of Oath; and 3. the agreement legally binding the members of the joint venture or consortium shall include the following mandatory provisions: 4. one of the members shall be nominated in charge, and this nomination shall be evidenced by submitting a power of attorney signed by the legally and authorized signatory members; 5. the member in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the joint venture or consortium. The entire communication during the bidding processes and for the execution of the contract, including payments, shall be made exclusively with the member in charge; 6. if the joint venture or consortium are awarded the SADC Contract for, all members of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contractual terms; and 7. the members of the joint venture or consortium are not allowed to leave the joint venture or consortium, and decline their responsibilities, without the Procuring Entity written approval, or until they have been notified by the Procuring Entity that the contract was not awarded to the joint venture or consortium, or in the event they were awarded the contract, until the liability period indicated of the contract expires.   6.4 In case of applications or bids sent by a joint venture or consortium, each member shall demonstrate that fulfils the eligibility criteria set in the ITB 5.2 above. If one single member fails to demonstrate the compliance with the eligibility criteria, the whole joint venture or consortium shall be considered non-eligible.  6.5 Regarding the compliance with the qualification criteria, an application sent by a joint venture or consortium shall satisfy the qualification requirements as a whole and not as individual member of the joint venture or consortium.  6.6 To avoid distortion of competition and/or corrupt practices, an economic operator and its affiliates, alone or as member of a joint venture or consortium, shall submit only one application for the same Procuring Entity contract.  6.7 Affiliates are the group of companies, firms, associations, etc. where the economic operator or any of the major shareholders of the economic operator owns not more than twenty percent (20%) of the shares or the share capital. A major shareholder is any legal or physical person owing not less than twenty percent (20%) of the shares or the share capital of the economic operator.  6.8 If an economic operator submits, alone or as member of a joint venture or consortium, more than one application for the same contract, all the applications or bids submitted by the economic operator shall be rejected and banned from participating for a minimum of two (2) and a maximum of (5) years in any other Procuring Entity procurement process.  6.9 The restriction concerning the participation in more than one application shall not apply to sub-contractors or personnel.  6.10 The Procuring Entity does not acknowledge or undertake any obligations towards the sub-contractors or personnel of the economic operator participating in a procurement process of the organization. | |
|  | | |  | |
|  | | Modifications of the Bidding Document | | |
| 7. Clarification of Bidding Document | | 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity’s address indicated in **the** **Data Sheet.** 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 provide response to all questions by publishing them on SADC website. Should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under **the Data Sheet**. | | |
| 8. Amendment of Bidding Document | | 8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Document by issuing addenda. Any addenda will be published on the SADC website. | | |
|  | | 8.2 Any addendum issued shall be part of the Bidding Document and will be published on SADC website. | | |
|  | | 8.3 To give prospective bidders reasonable time to take an addendum into account in preparing their applications, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids. | | |
| 9. Cost of bids | | 9.1 The bidder shall bear all costs associated with the preparation and submission of its bid. The Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. | | |

|  |  |
| --- | --- |
|  | Content of Bid |
| 10. Language and content of Biding documents | 10.1 The official language of the procurement processes in SADC Secretariat is the language indicated in **the Data Sheet**. The communications during the procurement processes shall be written in language stated in **the Data Sheet.**  10.2 The supporting documents to prove the eligibility and qualifications criteria shall be issued in any SADC Secretariat official languages (i.e: English, French and Portuguese). If the original documents are written in language other than SADC Secretariat official languages, they shall be accompanied by an original certified translation into any of the SADC Secretariat official languages. The cost of the translation shall be borne by the bidders.  10.3 In case of discrepancies between the original language and the language of translation, the language of translation shall prevail. |
| 11. Content of Proposal | 11.1 Content of the proposal will be as follows: |
| Technical Proposal | 11.1.1 In preparing the Technical Proposal, Bidders are expected to examine the documents constituting this BD in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.  11.1.2 While preparing the Technical Proposal, Bidders must give particular attention to the following:  (i) If a Bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Bidder(s) and/or subcontract part of the services to other consulting firms, as appropriate. In case of subcontracting this shall be in the limit stated in **the Data Sheet** but under no circumstances shall exceed forty percent (40%) of the total staff-days input. The Bidders are encouraged to seek the participation of regional Bidders when subcontracting part of the assignment. Under no circumstances, the Bidders shall associate with the other short listed Bidders, or their affiliates, invited for this assignment. 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.  (ii) For assignments on a fee-based basis, the estimated number of professional working days is given in **the** **Data Sheet**. The proposal shall, however, be based on the number of professional working days estimated by the Bidders.  (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Terms of Reference, preferably working under conditions similar to those prevailing in the country(ies) of the assignment.  (v) Alternative professional staff shall not be proposed, and **only one curriculum vitae (CV)** must be submitted for each position.  (vi) Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in **the** **Data Sheet.** It is desirable that the firm’s personnel have a working knowledge of the official languages of the country (ies) of the assignment.  11.1.3 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 5):  (i) Any comments or suggestions on the Terms of Reference on facilities to provided by the Procuring Entity and on Standard Form of Contract (Form Tech 2).  (ii) A description of the methodology and work plan for performing the assignment (Form Tech 3).  (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Form Tech 4).  (iv) CVs recently signed by the proposed professional staff (Form Tech 5). Key information should include number of years working and positions and responsibilities held in various assignments. To be considered during the evaluation, t**he CV shall be accompanied byproof of all stated qualifications and working experience*.*** The proof qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the contracts signed with them. If the language of these documents is not the official language of the tender, they shall be accompanied by a certified translation into it.  (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Form Tech 6 and 7), if applicable, as per **the Data Sheet.**  (vi) A detailed description of the proposed methodology, staffing, and monitoring of training, if **the Data Sheet** specifies training as a major component of the assignment.  (vii) Any additional information requested in **the Data Sheet**.  11.1.4 The Technical Proposal shall not include any financial information. If financial information is included in the technical proposal this will be automatically disqualified. |
| Financial Proposal | 11.1.5 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in the BD documents. The Financial Proposal should follow Standard Forms (Section 6). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. The Reimbursable expense shall cover **only** the cost indicated in **the Data Sheet.** All other cost estimated by the bidders for the execution of the assignment shall be included in the daily fees of the experts.  11.1.6 The Financial Proposal **shall not** include the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law in the Procuring Entity’s country or in the countries of assignment, on the Bidders, the subcontractors, and their personnel (other than nationals or permanent residents of the Procuring Entity’s country), unless **the Data Sheet** specifies otherwise. For this purpose, the bidders’, the subcontractors’ and their personnel’ home countries shall not be considered as countries of assignment.  11.1.7 If so specified in **the Data Sheet,** the Financial Proposal **must** include, without any modification, the amount indicated as fixed reimbursable expenses, to cover for the expenditures already priced by the Procuring Entity (i.e, cost of trainings, cost of study tours, cost of financial audits, cost of equipment, etc).  11.1.8 The total budget available for this assignment, including the taxes indicated at para. 11.1.6 and the reimbursable expenses indicated at paragraph 11.1.5, is indicated in **the Data Sheet**. **Financial Proposal exceeding the available budget will be rejected as non-responsive.**  11.1.9 Bidders **must** express the price of their services in the US Dollars. The payment will be made in **US Dollars**, and the Bidder shall bear all the cost and risks implied by the currency exchange. **Financial Proposals expressed in other currencies than the US Dollars will be automatically disqualified.** 11.1.10 Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Financial Proposal submission form (Section 6). 11.1.11 **The Data Sheet** indicates how long the proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the professional staff proposed for the assignment. The Procuring Entity will make its best effort to complete evaluation within this period. If the Procuring Entity wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals. |
| Submission, Receipt, and Opening of Proposals | 11.1.12 The original proposal (Technical and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.  11.1.13 An authorized representative of the firm initials all pages of the proposal. The representative’s authorization is confirmed by a written power of attorney accompanying the proposal.  11.1.14 For each proposal, the Bidders shall prepare the number of copies indicated in the **Data Sheet.** Each Technical Proposal and Financial Proposal shall be marked “Original” or “Copy” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.  11.1.15 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “Financial Proposal” and warning: “Do Not Open with the Technical Proposal.” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “Do Not Open, Except in Presence of the Evaluation Committee.” **Information on the outer and inner envelopes should also include the name of the Bidder and the contract name and reference number.**  11.1.16 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in **the Data Sheet.** Any proposal received after the closing time for submission of proposals shall automatically rejected and shall be returned unopened to the Bidder. |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | Evaluation of Offers | | | |
| 12. Clarification of Bids | | | 12.1 To assist in the evaluation of bids, the Procuring Entity may, at its discretion, ask any bidder for a clarification of its bid which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.  12.2 If a bidder does not provide clarifications of the information requested by the date and time set in the Procuring Entity’s request for clarification, its bid may be rejected. |
|  | | |  |
| 13. Responsiveness of Bids | | 13.1 The Procuring Entity may reject any bid which is not responsive to the requirements of the bidding document. | |
|  | | |  |
| 14. Evaluation of bids | | | 14.1 From the time the bids are opened to the time the contract is awarded, if any Bidder wishes to contact the Procuring Entity on any matter related to its proposal, it should do so in writing at the address indicated in **the Data Sheet**. Any effort by the firm to influence the Procuring Entity in the Procuring Entity’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder’s proposal.  14.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any SADC Secretariat reviews, is concluded. |
|  | | |  |
| 15. Public Opening and Evaluation of Technical Proposals: Scoring | | | * 1. The Procuring Entity shall conduct the bid opening in public at the address, date and time specified in **the** **Data Sheet.** Only the representatives of the bidders and the Evaluation Committee members are allowed to participate in public opening sessions. Any other interested person shall request, in writing, the SADC Secretariat’s permission to participate in a specific bid opening session.   2. The bid opening shall commence with the Chairperson the Evaluation Committee reading out the Bidders’ names and the time of arrival of the proposal. A registration number will be given to each proposal. All envelopes shall be opened one at a time, by the Chairperson of the Evaluation Committee, in order of their arrival.   3. At the opening, only the Technical Proposal envelope shall be opened immediately and checked for compliance with formal submission requirements by the evaluation committee. The Financial Proposal shall remain sealed and deposited in a safe place until all submitted proposals, of technically responsive bids, are opened publicly. In case the envelopes are not submitted separately the Bidder will be excluded.   4. No Bid shall be rejected at Bid opening except for late bids. Only envelopes that are opened and read out at Bid opening shall be considered further.   5. The Procuring Entity shall prepare the minutes of the Bid opening that shall include a brief description of the bid opening procedures and its finding as. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the minute shall be distributed to all Bidders who submitted bids in time.   6. Once the Bid opening is concluded, the Evaluation Committee, as a whole, and each of its voting members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per criteria), and point system specified in **the Data Sheet**. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in **the Data Sheet**. |
| 16. Public Opening and Evaluation of Financial Proposals: Ranking | | | 16.1 After the evaluation of quality is completed, the Procuring Entity shall notify those Bidders whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the BD and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.  16.2 The Financial Proposals shall be opened publicly in the presence of the Bidders’ representatives who choose to attend. The name of the Bidder, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.  16.3 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Procuring Entity will cost them and add their cost to the initial price), correct any computational errors, and determine if the total price is within the maximum budget available. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Bidders (and to be paid under the contract, unless the Bidder is exempted), and estimated as per para. 11.1.6. Should the Financial Proposal, after applying any correction or adjustments, exceeds the available budget for the assignment indicated at paragraph 11.1.8, this shall be automatically disqualified.  16.4 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in **the Data Sheet**.Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal;  *T* + *P* = 1) indicated in **the Data Sheet**: . The firm achieving the highest combined technical and financial score will be awarded the contract.  16.5 Once corrections or adjustments have been applied, the Financial Proposal shall be adjusted with the Regional Preference. This implies that a bid offering fifty percent (50)% or more expertise (experts) from the SADC Region will be discounted, for the purpose of evaluation only, will fifteen percent (15%), subject to provisions under **the Data Sheet**.  For the purpose of calculation of the of the percentage of regional expertise, the basis shall be the total number of key staff days allocated to regional experts in the overall allocation of key staff resources proposed by the bidder. |
| 17. Negotiations of Contract | | | 17.1 The Contracting Authority, prior to award the contract, may enter into negotiation with the successful bidder in order to confirm the availability of proposed Professional staff, incorporation in the methodology of the aspects for which clarifications where requested during the evaluation and the modification of the schedule of mobilization of the team and submission of deliverables under the contract.  17.2 No negotiation on the: (i) composition of the proposed professional staff team, (i) individual or overall professional staff inputs, (iii) unit or total price, and/or (iv) proposed methodology is allowed.  17.3 As far as possible, the negotiation shall be conducted in writing. Only on exceptional circumstances, the Contracting Authority and the successful bidder shall meet for negotiations. In such case the meeting shall take place at the address indicated in **the Data Sheet**.  17.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Contracting Authority will require assurances that the Professional staff will be actually available. The Contracting Authority will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.  17.5 The negotiations shall be recorded in a minute of the negotiations and be attached as annex to the contract. |
| 18. Award of Contract | | | 18.1 The Bidder who submitted a technical and financial responsive proposal and received the highest combined score, calculated as per formula given in section 15.6 and 16.4 of **the Data Sheet**, will be awarded the contract.  18.2 After the approval of the Evaluation Report, the Procuring Entity will promptly notify other both the success and the unsuccessful bidders about the outcome of the evaluation of the bids.  18.3 In case of the successful Bidder, following the notification of award the validity of its offer shall be automatically extended with sixty (60) days.  18.4 No later than thirty (30) days from that date of notification of the recommendation for the award of the contract, the Procuring Entity shall submit to the bidder the contract for the services. The successful bidder shall be given fifteen (15) days to sign the contract and return it to the Procuring Entity. If it fails to do so, the Procuring Entity may consider cancelling the award of the contract.  18.5 The Contractor is expected to commence the assignment on the date and at the location specified in **the Data Sheet.** |
| 19. Confidentiality | | | 19.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract. |
| 20. Appeals | | | 20.1 Bidders may appeal any of the Procuring Entity’s decision taken during the evaluation process by following the procedures described on the SADC Secretariat Guidelines at the article specified in **the Data Sheet.** |

**Information to Bidders**

## Data Sheet

|  |  |
| --- | --- |
| **Clause Reference** | **Clarifications and/or Amendment to Reference Clause** |
| 1.1 | The name of the Procuring Entity is: ***SADC Secretariat***  The name of the Contracting Authority is: ***SADC Secretariat***  The procurement method is: ***Open***  The Edition of the Guidelines is: **SADC Guidelines for Procurement and Grants, 1st January 2017** |
| 1.3 | The assignment is phased: No |
| 1.4 | A pre-bid conference will be held: Yes.  Additional information and questions on the pre-bid conference can be obtained by contacting [procurement@sadc.int](mailto:procurement@sadc.int) |
| 1.5 | The Procuring Entity will provide the following inputs: assistance with visas for the Contractor, its staff and Experts to be mobilized through the specific contracts. |
| 2.3 | The Procuring Entity does not envisage the need for continuity for downstream work. |
| 4.1 | The current bidding process is governed by the SADC Procurement and Grants Policy, August 2019, and the SADC Procurement Guidelines for Procurement and Grants, 1st January 2017, which can be downloaded from the SADC Secretariat website <https://www.sadc.int/opportunities/procurement/sadc-procurement-documentation/> |
| 5.10 | As per the Section 2. Information to Bidders |
| 5.12 | Subject to SADC Procurement and Grants Policy, version 2019, Article 17. Participation by economic operators and grant applicants, section one: *“Unless they fall under the exceptions specified in the paragraph 2, economic operators and grant applicants are permitted to participate in procurement and grant process for award of SADC Secretariat’s funds* ***without regard to their nationality*** *or form of association.“*  However, in addition to above Article that is a prerequisite for SADC Member States’ funded activities, for those funded by the European Union the following rule of nationality is applicable:  Rule on nationality and origin for public procurement, grants and other award procedures financed under the ACP-EU Partnership Agreement, laid down in Annex IV to the later agreement as revised by Decision No 1/2014 of the ACP-EU Council of Ministers of 20th June 2014 (2014/428/EU)  Participation in procedures for the award of procurement contracts or grants financed from the multi-annual financial framework of cooperation under the ACP-EU Partnership Agreement is open to all natural persons who are nationals of, or legal persons who are effectively established in:   1. an ACP State; 2. a Member State of the European Union; 3. beneficiaries of the Instrument for pre-accession assistance; 4. a Member State of the European Economic Area; 5. Overseas Countries and Territories; 6. developing countries and territories, as included in the OECD-DAC list of ODA Recipients, which are not members of the G20 group, without prejudice to the status of the Republic of South Africa, as governed by Protocol 3 of the Partnership Agreement; 7. countries for which Commission has adopted a decision approving the request for reciprocal access to external assistance in agreement with ACP countries;   Currently there are no such countries.   1. Member State of the OECD, in the case of contracts implemented in a Least Developed Country (LDC) or a Highly Indebted Poor Country (HIPC).   Above implies that successful FWC contractors that comply with above EU eligibility rules will be invited to express interest in opportunities funded by both SADC Member States and the programmes funded by the European Union. However, contractors not complying with the above eligibility rules of the European Union funded projects and activities may participate only in expressions of interest funded by SADC Member States. |
| 7.1 | For clarification purposes, the Procuring Entity's contact details are:  [procurement@sadc.int](mailto:procurement@sadc.int)  The Head of Procurement  Southern African Development Community (SADC) Secretariat  CBD Plot 54385  Room DGP11 on Ground Floor  City: Gaborone  Country: Botswana  Request for clarifications should be made in writing by latest 9th April 2020 and responses to clarifications will be published by 17th April 2020. Responses to requests for clarification will only be published on the SADC website: https://www.sadc.int/opportunities/procurement/open-procurement-opportunities/  The correspondence shall bear the following reference: **Framework Contract for the Provision of Services to SADC Secretariat – SADC/3/5/2/102** |
| 10.1 | The language of the bidding process is English.  However, any supporting documents that are part of the bid shall be issued in any SADC Secretariat official languages (i.e: English, French and Portuguese). If the original documents are written in a language other than SADC Secretariat official languages, they shall be accompanied by an original certified translation into any of the SADC Secretariat official languages. The cost of the translation shall be borne by the bidders.  In case of discrepancies between the original language and the language of translation, the language of the translation shall prevail. |
| 11.1.2 (i) | The Bidder may subcontract any portion of the assignment. Maximum 40% of the staff days allocated to the assignment may be subcontracted. See other provisions under section 2.5 of the Terms of Reference. |
| 11.1.2 (ii) | The estimated number of professional staff – days required for the assignment over the duration of two years is:   |  |  | | --- | --- | | **Category of consultant** | **Estimated number of days** | | **Category I – senior consultant with 15 or more years of relevant experience** | **8,000** | | **Category II – consultant with 10 or more years of relevant experience** | **8,000** | | **Category III – junior consultant with 5 or more years of relevant experience** | **5,000** | | **Category IV – support staff with some experience relevant to requested services (e.g. admin support to an event or a meeting, coordinator of travel, etc.)** | **3,000** | |
| 11.1.2 (vi) | Reports that are part of the assignment must be written in English language. |
| 11.1.3 (v) | Form Tech 6 and 7 are not applicable for this tender. |
| 11.1.3 (vi) | Training is not envisaged to be a major component of the FWC and subsequent specific contracts. |
| 11.1.3 (vii) | Not applicable. |
| 11.1.5 | The following expenses shall be considered reimbursable expenses: subsistence (per diem), transportation (international and intercity, for mobilization, demobilization and business trips), printing of documents, cost of organization of meetings (including accommodation, transport, venue, equipment, consumables, printouts and catering), and training (including accommodation, transport, venue, equipment, consumables, print outs and catering).  The per-diems paid under the reimbursables shall not exceed the SADC Secretariat’s standard per-diems. |
| 11.1.6 | Taxes: as per Section 2, Information to Bidders |
| 11.1.7 | The fixed provisional reimbursable expenses budget is USD: **2,200,000.** This amount shall be included without modification or breakdown in the Bidder’s Financial Proposal. Above amount will include **USD 200,000** allocated to Expenditure Verification. |
| 11.1.8 | The maximum available budget for this contract is **USD 20,000,000**. |
| 11.1.11 | Proposals must remain valid 120 days after the submission date, i.e., until: ***28th August 2020.*** |
| 11.1.14 | Bidders must submit one (1) original and five (5) additional copies of the proposal in hard copy and one electronic version on USB memory stick. USB should be sealed within the Financial Offer envelope. |
| 11.1.16 | Bids must be submitted no later than the following date and time: ***30th April 2020 at 15:00 hours.*** |
| 14.1 | Contact details are same as under 8.1 above. |
| 15.1 | The Bid public opening will be held at the same address as stipulated under 8.1 of the data sheeton ***30th April 2020 at 15:00 hours.*** |
| 15.6 | The number of points to be given under each of the evaluation criteria are:   |  |  |  | | --- | --- | --- | | Nr. | Requirement | Maximum score | | 1 | **Clarity, relevance and coherence**  *This criterion will assess whether the overall tender, is written in a clear language, whether it is well structured, whether all the information requested in the tender specifications is duly covered, whether all the data sources are well referenced.* | 10 | | 2 | **Quality of the proposed mechanisms for project management, including quality control, risk management and reporting**  *This criterion will assess the quality control system proposed by the tenderer for both potential future services regarding the quality of deliverables, the language quality check, continuity of the service in case of absence of a member of the team, as well as the overall project management (organisation of work, contacts with the contracting party etc.). This quality control system should be detailed in the tender. A generic quality control system will result in a low score.* | 15 | | 3 | **Experience of the bidder in implementing complex service contracts with large pool of short-term consultants**  *This criterion will assess the experience of the bidder in implementing large service contracts, in particular the size and diversity of the team of long term and short-term experts in particular.* | 30 | | 4 | **Experience of the bidder in implementing contracts in SADC region**  *This criterion will assess the experience and exposure of the bidder to the particularities of SADC region and one or more of its Member States. For sake of bringing variety of expertise and experiences, Procuring Entity encourages partnerships.* | 15 | | 5 | **Availability and adequacy of available pool of experts**  *Specific consultancies are not known at this stage, but the directorates and their activities are. The pool and relevant experience of the experts should match thematic of the directorates and units and preferably have experience in SADC region. Experts should be proficient in at least one of the official SADC languages (English, French and Portuguese).* | 20 | | 6 | **Adequacy of backstopping team**  *This criterion will assess proposed backstopping team, which should be permanent staff of the bidder, a minimum of three.* | 10 | |  | **Total:** | **100** |   The minimum technical score required to pass: **70 points**. Bids not reaching 70 points shall be considered not compliant. Out of the 70 points threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula: Technical score = (final score of the technical offer in question/final score of the best technical offer) x100 |
| 16.4 | Financial evaluation: the Evaluation Committee shall proceed with the financial comparisons of the fees between the different financial offers. Both the provisions for reimbursables and expenditure verification shall be excluded from the comparison of the financial bids. The offer with the lowest total fees shall receive 100 points. The others are awarded points by means of the following formula: Financial score = (lowest total fees /total fees of the tender being considered) x 100. |
| 16.5 | When technical offers are evaluated, preference shall be given to tenders submitted by legal or natural persons of ACP States, either individually or in a consortium among them.  If two tenders are equivalent (overall scores are equal), preference is given:   1. To the tenderer of an ACP State; or 2. If there is no such tender, to the tenderer who: 3. allows for the best possible use of physical and human resources of the ACP States; 4. offers the greatest subcontracting possibilities to ACP companies, firms or natural persons; or 5. is a consortium of natural persons, companies and firms from ACP States and the EU. |
| 17.3 | The address where the negotiations of the contract will be held is same as under 8.1 of the Data Sheet |
| 18.5 | The expected date to commence the assignment is ***June 2020*** but under no circumstances shall be earlier than two (2) weeks after the contract signature by the both parties. Kick off meeting will be held at SADC Secretariat in Gaborone, Botswana. |
| 20.1 | The procedures to be followed to appeal a Procuring Entity decision in the procurement process are described in the Section 7 of the SADC Secretariat Procurement Guidelines, edition January 2017. |

# Section 3. Eligibility and Qualification Requirements

This Section contains all the methods, criteria, and requirements that the Procuring Entity shall use to evaluate applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Forms.

**Contents**

[1. Eligibility Requirements 28](#_Toc263757051)

[2. Qualifications Requirements 30](#_Toc263757052)

**1. Eligibility Requirements:** Framework Contract for the Provision of Services to SADC Secretariat

| **No.** | **Clause** | **Requirement** | **Compliance with the requirement** | | **Source of information** | **Supporting document** |
| --- | --- | --- | --- | --- | --- | --- |
| **Single Entity** | **Joint Venture or Consortium** |
| 1.1 | Clause ITB 2 | 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 5.2 (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 procedures 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 5.2 (b) | **Does not fall into the following situation:** theyhave been convicted of offences concerning their professional conduct by a judgment which haves 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 5.2 (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 5.2 (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 |
| 1.6 | Clause ITB 5.2 (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 5.2 (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*](http://www.sanctionsmap.eu)*.* |
| 1.8 | Clause ITB 5.12 | For an application to be eligible, its country of origin or provenance must be as per clause ITB 5.12 as modified in **the Data Sheet clause** **ITB 5.12** | Must meet the requirement | Each member must meet the requirement | Form ELI-1 Bidder Information Form | Requested attachments to Form ELI-1 Bidder Information Form |
| 1.9 | Clause ITB 6.6 | One application per applicant | Must meet the requirement | Each member must meet the requirement |  | Bid(s) |

**2. Qualifications Requirements:** Framework Contract for the Provision of Services to SADC Secretariat

| **No.** | **Subject** | **Requirement** | **Compliance with the requirement** | | **Source of information** | **Supporting documents** |
| --- | --- | --- | --- | --- | --- | --- |
| **Single Entity** | **Joint Venture or Consortium** |
| 2.1 | **Experience in implementing similar contracts** | 1. Experience as Contractor, in at least two (*2*)contracts within the last five (5) years, each with a value of at least USD ten (10) million*,* that are similar to the proposed services. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in **the Terms of Reference.** | Must meet the requirement | The members together must meet the requirement | Form ELI-2 | Requested attachments to Form ELI-2 |
| 2.2 | **Financial Resources** | 1. Minimum average annual turnover of USD ten (10) million, calculated as total certified payments received for contracts in progress or completed, within the last three (3) years. |  |  |  | Requested attachments to Form ELI-3 |
| Must meet the requirement | The leader of the consortia must meet the requirement alone | Form ELI-3 |
| 1. Cash and cash equivalents at the beginning and end of year are positive for each of the last five (3) years | Must meet the requirement | Each member must meet the requirement | Form ELI-3 | Requested attachments to Form ELI-3 |
| 2.3 | **Personnel Resources** | 1. The bidder must have at least three (3) permanent staff members specialized in the area of the contract for the past three (3) years. | Must meet the requirement | The members together must meet the requirement | Form ELI-4 a) | Requested attachments to Form ELI-4 a) |
| 1. Availability of expertise as described under sections 1.3 and 4.1.4 b) of the ToR, as well as any other relevant part of the Terms of Reference. | Must meet the requirement | The members together must meet the requirement | Form ELI-4 b) | Requested attachments to Form ELI-4 b) |

# Section IV. Bid Submission Forms

**Table of Forms**

[Bid Submission Form 32](#_Toc34346409)

[Bidder Information Form 35](#_Toc34346410)

[Experience in implementing similar contracts 37](#_Toc34346411)

Bid Submission Form

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

**PROJECT NAME:** Framework Contract for the Provision of Services to SADC Secretariat

**REFERENCE NUMBER:** SADC/3/5/2/102

**LOT NUMBER:** *N/A*

**LOT NAME:***N/A*

To: **Southern Africa Development Community Secretariat**

1. **SUBMITTED by [ie, 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) 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 8: *[insert the number and issuing date of each addendum],* and we are committed to deliver the services indicated in the Part 7 of this 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 5*;*

(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 5.11;

(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 ITB Sub-Clause 11.1.2, plan to subcontract the following key activities and/or parts of the works:

*[insert any of the key activities identified in Section 5 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:

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
| *[insert full name for each occurrence]* | *[insert street/ number/city/country]* | *[indicate reason]* | *[specify amount in US$ equivalent]* |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*[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]*

*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 5.2 (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 5.2 (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). |

**Form ELI-1**

Bidder Information Form

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

**PROJECT NAME:** Framework Contract for the Provision of Services to SADC Secretariat

**REFERENCE NUMBER:** SADC/3/5/2/102

**LOT NUMBER:** *N/A*

**LOT NAME:***N/A*

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

|  |
| --- |
| This Bid is submitted as *[“Single Entity” or “Joint Venture/Consortium” delete as appropriate]* |
| *(In case of Joint Venture/Consortium)* The partner in charge is *[insert full legal name]* |
| Bidders’ legal name(s):*[insert full legal name of the Joint Venture/consortium and of each of the partners]* |
| Bidders’ country of constitution: *[indicate country of Constitution of the Joint Venture/Consortium and of each of the partners]* |
| Bidders’ year of constitution: *[indicate year of Constitution of the Joint Venture/Consortium and of each of the partners]* |
| Bidders’ legal address in country of constitution: *[insert street/ number/ town or city/ country of the Joint Venture/Consortium and of each of the partners]* |
| Bidders’ registration number in the country of constitution *[indicate the registration number of the Joint Venture/consortium and of each of the partners]* |
| Bidders’ authorized representative information *[of the Joint Venture/Consortium and of each of the partners]*  Name: *[insert full legal name]*  Address: *[insert street/ number/ town or city/ country]*  Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*  E-mail address: *[indicate e-mail address]* |
| Attached are copies of original documents of *[in case of Joint Venture/Consortium these documents must be provided for each partner of the Joint Venture/Consortium]*  🞎 **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]*

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]*

**Form ELI-2**

Experience in implementing similar contracts

(Maximum 15 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:** Framework Contract for the Provision of Services to SADC Secretariat

**REFERENCE NUMBER:** SADC/3/5/2/102

**LOT NUMBER:** *N/A*

**LOT NAME:***N/A*

*[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 (i) and 2.1 (ii). List contracts chronologically, according to their commencement (starting) dates.]*

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

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

**Form ELI-3 Financial Situation**

Applicant’s Legal Name: *[insert full name]* Date: *[insert day, month, year]*

**PROJECT NAME:** Framework Contract for the Provision of Services to SADC Secretariat

**REFERENCE NUMBER:** SADC/3/5/2/102

**LOT NUMBER:** *N/A*

**LOT NAME:***N/A*

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** *\_[insert number] years,*  *[insert in words]*  **(US$ equivalent in 000s)** | | | | |
|  | Year 1 | Year 2 | Year 3 | Year … | Average |
| Annual Turnover |  |  |  |  |  |
| *Out of which:* |  |  |  |  |  |
| 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 |  |  |  |  |  |
| *Out of which:* |  |  |  |  |  |
| Total Operational Revenues |  |  |  |  |  |
| Total Expenses |  |  |  |  |  |
| *Out of which:* |  |  |  |  |  |
| Total Operational Expenses |  |  |  |  |  |
| Profits Before Taxes |  |  |  |  |  |
| *Out of which:* |  |  |  |  |  |
| 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:

(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 threeyears 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]*

**Form ELI-4 a)**

**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 Provision of Services to SADC Secretariat

**REFERENCE NUMBER:** SADC/3/5/2/102

**LOT NUMBER:** *N/A*

**LOT NAME:***N/A*

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 (i)*

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

*Add rows when required*

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 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]*

**Form ELI-4 b)**

Availability of Personnel – Expertise availability

*[The following table shall be filled in for the Applicant and jointly for the Joint Venture/Consortium]*

Applicant's/Joint Venture Partner's Legal Name: *[insert full name]*Date: *[insert day, month, year]*Contract No. and title: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

*[Provide information that demonstrate availability of expertise indicated in Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 b).]*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name of the person | Area of Professional Experience | Position held | Years of relevant professional experience (as per column 2) | Professional Qualification | General Qualification | Nationality |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

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

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

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

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

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

**Form ELI-5**

**SWORN STATEMENT[[1]](#footnote-1)**

**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 Request for Proposals < Publication reference >, we, < Name(s) of legal entity or entities>,

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

* conflict of interest.
* 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 procedures 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 recommended the award that we will provide necessary supporting documents that will prove that we do not fall into any of the above situations.

Signature of the applicant Signature of competent authority (see footnote)

# Section 5. Technical Proposal Submission Forms

[*Comments in brackets* [ ] *provide guidance to the Bidders for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.*]

Contents

[Section 5. Technical Proposal Submission Forms 46](#_Toc35080225)

[Form TECH-1 Technical Proposal Submission Form 47](#_Toc35080226)

[Form TECH- 2 48](#_Toc35080227)

[Comments and Suggestions on the Terms of Reference , on Counterpart Staff and Facilities to be Provided by the Procuring Entity and on Standard Contract Form 48](#_Toc35080228)

[**Form TECH-3** 49](#_Toc35080229)

[**Description of Approach, Methodology and Organization and Staffing for Performing the Assignment** 49](#_Toc35080230)

[Form TECH-4 **Error! Bookmark not defined.**](#_Toc35080231)

[Team Composition and Task Assignments **Error! Bookmark not defined.**](#_Toc35080232)

[Form TECH - 5 51](#_Toc35080233)

[Curriculum Vitae (CV) for Proposed Professional Staff 51](#_Toc35080234)

### Form TECH-1 Technical Proposal Submission Form

***[Location, Date]***

To: [*Name and address of Procuring Entity*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the **Framework Contract for the Provision of Services to SADC Secretariat – SADC/3/5/2/102**in accordance with your Bidding Documents dated 16th March 2020 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

Our Proposal is binding upon us and subject to the modifications resulting from correction and clarification made during the evaluation process, for a period of ***120 days*** form the deadline for submission of the bid, as indicated in the Data Sheet reference to clause 11.1.16.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Name and Title of Signatory:

Name of Firm:

Address:

Phone:

Facsimile:

e-mail:

### Form TECH- 2

### Comments and Suggestions on the Terms of Reference , on Counterpart Staff and Facilities to be Provided by the Procuring Entity and on Standard Contract Form

**A – On the Terms of Reference**

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

**B – On Counterpart Staff and Facilities**

[*Comment here on counterpart staff and facilities to be provided by the Contracting Authority as indicated in the TORs or include your own requirements of: administrative support, office space, local transportation, equipment, data, etc.*]

**C – On Standard Form of Contract**

*[Please recommend any change in the Standard Form of Contract’s clauses you would like to see incorporated in the final Contract. Please indicate which of the proposed changes, if not accepted by the Procuring Entity could determine you to reject the Contract for this assignment. Use maximum 2 pages]*

**Form TECH-3**

**Description of Approach, Methodology and Organization and Staffing for Performing the Assignment**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal **(max. 30 pages, inclusive of charts and diagrams)** divided into the following three chapters:

1. *Technical Approach and Methodology, and*
2. *Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*]

### Form TECH-4

### Team Composition and Task Assignments

|  |  |  |  |
| --- | --- | --- | --- |
| Professional and Support Staff | | | |
| Name of Staff | Area of Expertise | Position Assigned | Task Assigned |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

### Form TECH - 5

### Curriculum Vitae (CV) for Proposed Professional Staff[[2]](#footnote-2)

|  |  |
| --- | --- |
| **Proposed role in the project:** | *[insert the name of the position and indicate the key position]* |
| **1. Family name:** | *[insert the name]* |
| **2. First names:** | *[insert the names in full]* |
| **3. Date of birth:** | *[insert the date]* |
| **4. Nationality:** | *[insert the country or countries of citizenship]* |
| **5. Civil status:** | *[insert: married/ divorced/single/ widower]* |
| **6. Education:** |  |
|  |  |
| **Institution:**  **[Date from – Date to]** | **Degree(s) or Diploma(s) obtained:** |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |

**7. Language skills:** (Indicate competence on a scale of 1 to 5) (1 – excellent; 5 – basic)

|  |  |  |  |
| --- | --- | --- | --- |
| **Language** | **Reading** | **Speaking** | **Writing** |
| *[insert the language]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |
| *[insert the no.]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |
| *[insert the no.]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |

|  |  |
| --- | --- |
| **8. Membership of professional bodies:** | *[indicate the name of the professional body]* |
| **9. Other skills:** | *[insert the skills]* |
| **10. Present position:** | *[insert the name]* |
| **11. Years of experience:** | *[insert the no]* |
| **12. Key qualifications:** (Relevant to the assignment)  *[insert the key qualifications]* | |

**13. Specific experience in the region:**

|  |  |
| --- | --- |
| **Country** | **Date from - Date to** |
| *[insert the country]* | *[indicate the month and the year]* |
| *[insert the country]* | *[indicate the month and the year]* |
| *[insert the country]* | *[indicate the month and the year]* |

1. **Professional experience:**

| **Date from – Date to** | **Location of the assignment** | **Company& reference person (name & contact details)** | **Position** | **Description** |
| --- | --- | --- | --- | --- |
| *[indicate the month and the year]* | *[indicate the country and the city]* | ***Name of the Company:***  ***Address of the company:***  ***Phone:***  ***Fax:***  ***Email:***  ***Name and title of the reference person from the company:*** | *[indicate the exact name and title and if it was a short term or a long term position]* | ***Name of the contract:***  ***Beneficiary of the contract:***  ***Brief description of the contract:***  ***Responsibilities:*** |
| *[indicate the month and the year]* | *[indicate the country and the city]* | ***Name of the Company:***  ***Address of the company:***  ***Phone:***  ***Fax:***  ***Email:***  ***Name and title of the reference person from the company:*** | *[indicate the exact name and title and if it was a short term or a long term position]* | ***Name of the contract:***  ***Beneficiary of the contract:***  ***Brief description of the contract:***  ***Responsibilities:*** |
| *[indicate the month and the year]* | *[indicate the country and the city]* | ***Name of the Company:***  ***Address of the company:***  ***Phone:***  ***Fax:***  ***Email:***  ***Name and title of the reference person from the company:*** | *[indicate the exact name and title and if it was a short term or a long term position]* | ***Name of the contract:***  ***Beneficiary of the contract:***  ***Brief description of the contract:***  ***Responsibilities:*** |

1. **Other relevant information:** (e.g. Publications)

***[insert the details]***

1. ***Statement:***

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I hereby declare that at any point in time, at the SADC Secretariat request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience and indicated at points 6 and 14 above**3[[3]](#footnote-3),** documents which are attached to this CV as photocopies.

By signing this statement, I also authorized the SADC Secretariat to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

|  |  |  |
| --- | --- | --- |
|  | Date: |  |

**ATTACHMENTS:** ***1) Proof of qualifications indicated at point 6***  
 ***2) Proof of working experience indicated at point 14***

# Section 6. Financial Proposal Submission Forms

[*Comments in brackets* [ ] *provide guidance to the Service Providers for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.*]

[Form FIN-1 Financial Proposal Submission Form 55](#_Toc267380419)

[Form FIN-2 Summary of Costs Error! Bookmark not defined.](#_Toc267380420)

[Form FIN-3 Breakdown of Remuneration1 58](#_Toc267380421)

## Form FIN-1 Financial Proposal Submission Form

**[*Location, Date*]**

To: **[*Name and address of Procuring Entity*]**

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the **Framework Contract for the Provision of Services to SADC Secretariat – SADC/3/5/2** in accordance with your Bidding Documents dated 16th March 2020 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of USD ***[insert the amount in words and figures].*** This amount is exclusive of the taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law in the Procuring Entity’s country or in the countries of assignment, on our firm(s), subcontractors, and personnel (other than nationals or permanent residents of the Procuring Entity’s country). However, the Financial Proposal includes the reimbursable expenses indicated in the Data Sheet reference to the clause 11.1.7, amounting USD ***[insert the amount(s) in words and figures],*** as well as the taxes indicated in the Data Sheet reference to clause 11.1.6, which we have estimated at ***[insert the amount(s) in words and figures].***

Our Financial Proposal shall be binding upon us subject to the modifications resulting from correction and clarification made during the evaluation process, up to expiration of the validity period of the Proposal.

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

|  |  |  |
| --- | --- | --- |
| Name and Address  of Agents | Amount and  Currency | Purpose of Commission  or Gratuity |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Name and Title of Signatory:

Name of Firm:

Address:

Phone:

Facsimile:

E-mail:

## Form FIN-2 Summary of Costs

|  |  |
| --- | --- |
| **Cost component** | **Costs** |
| **(USD)** |
| **Remuneration** |  |
| **Reimbursable Expenses[[4]](#footnote-4)** | 2,200,000.00 |
| **Total** |  |

## Form FIN-3 Breakdown of Remuneration[[5]](#footnote-5)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category of Experts** | | **Input**  **(in staff days)** | **Staff-daily Rate**  **(in USD)** | **Total**  **(in USD)** |
| ***(a)*** | ***(b)*** | ***(c)= (a) X (b)*** |
| **Key experts** |  |  |  |  |
| *Category I – senior consultant with 15 or more years of relevant experience* | | 8,000 | USD *[amount]* | *[amount]* |
| *Category II – consultant with 10 or more years of relevant experience* | | 8,000 | USD *[amount]* | *[amount]* |
| *Category III – junior consultant with 5 or more years of relevant experience* | | 5,000 | USD *[amount]* | *[amount]* |
| *Category IV – support staff with some experience relevant to requested services (e.g. admin support to an event or a meeting, coordinator of travel, etc.)* | | 3,000 | USD *[amount]* | *[amount]* |
| **TOTAL RENUMERATION** | | | | USD *[amount]* |

## Form FIN-3 Breakdown of Remuneration[[6]](#footnote-6)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category of Experts** | | **Input**  **(in staff days)** | **Staff-daily Rate**  **(in USD)** | **Total**  **(in USD)** |
| ***(a)*** | ***(b)*** | ***(c)= (a) X (b)*** |
| **Key experts** |  |  |  |  |
| *Category I – senior consultant with 15 or more years of relevant experience* | | 8,000 | USD *[amount]* | *[amount]* |
| *Category II – consultant with 10 or more years of relevant experience* | | 8,000 | USD *[amount]* | *[amount]* |
| *Category III – junior consultant with 5 or more years of relevant experience* | | 5,000 | USD *[amount]* | *[amount]* |
| *Category IV – support staff with some experience relevant to requested services (e.g. admin support to an event or a meeting, coordinator of travel, etc.)* | | 3,000 | USD *[amount]* | *[amount]* |
| **TOTAL RENUMERATION** | | | | USD *[amount]* |

# Section 7. Terms of Reference

Table of Contents

1 Terms of Reference 61

1.1 Background 61

1.2 Organisational structure 62

1.3 Description of tasks 64

1.4 Linguistic and minimum geographical coverage 65

1.5 Reports, documents and meetings 65

*1.5.1* *General reporting requirements* 65

*1.5.2* *Meetings* 66

2 Contractual Conditions 66

2.1 Nature of the contract 66

2.2 Starting date of the contract and duration of the tasks 66

2.3 Terms of payment 67

2.4 Place of performance 67

2.5 Subcontracting 67

2.6 Joint Venture 68

3 Administrative information concerting the invitation to tender 69

3.1 Date and place of opening of the tenders 69

3.2 General terms and conditions for the submission of tenders 70

4 Form and content of the tender 71

4.1 Structure of the tender 71

*4.1.1* *Section One: Administrative information* 71

*4.1.2* *Section Two: Evidence relating to exclusion criteria* 72

*4.1.3* *Section Three: Evidence relating to the selection criteria* 72

*4.1.4* *Section Four: Technical offer* 72

*4.1.5* *Section Five: Financial proposal* 73

5 Assessment and award of the contract 74

5.1 Application of exclusion criteria and exclusion of tenders 75

*5.1.1* *Declaration (Sworn Statement) and supporting documents* 75

*5.1.2* *Grounds for disqualification* 75

5.2 Application of selection criteria (selection of tenderers) 75

*5.2.1* *Selection criteria* 76

*5.2.2* *Evidence of the technical and professional capacity of the service provider(s)* 77

*5.2.3* *Evidence of the economic and financial capacity of the service provider(s)* 77

5.3 Application of award criteria (assessment of tenders) 78

5.4 Information for tenderers 81

5.5 Award of the contract 81

*5.5.1* *Award of Specific Contracts – procedure for the reopening of competition* 81

# Terms of Reference

## Background

The Southern African Development Community (SADC) is a Regional Economic Community comprising 16 Member States; [Angola](http://www.sadc.int/member-states/angola/), [Botswana](http://www.sadc.int/member-states/botswana/), Union of Comoros, [Democratic Republic of Congo](http://www.sadc.int/member-states/dr-congo/), eSwatini, [Lesotho](http://www.sadc.int/member-states/lesotho/), [Madagascar](http://www.sadc.int/member-states/madagascar/), [Malawi](http://www.sadc.int/member-states/malawi/), [Mauritius](http://www.sadc.int/member-states/mauritius/), [Mozambique](http://www.sadc.int/member-states/mozambique/), [Namibia](http://www.sadc.int/member-states/namibia/), [Seychelles](http://www.sadc.int/member-states/seychelles/), [South Africa](http://www.sadc.int/member-states/south-africa/), [Swaziland](http://www.sadc.int/member-states/swaziland/), [Tanzania](http://www.sadc.int/member-states/tanzania/), [Zambia](http://www.sadc.int/member-states/zambia/), and Zimbabwe. SADC is founded upon the SADC Treaty (1992) and is committed to Regional Integration and Poverty Reduction within Southern Africa region through economic development backed by durable peace and stability. It aspires to build a region in which there will be a high degree of harmonisation and rationalisation, to enable the pooling of resources to achieve collective self-reliance in order to improve the living standards of the people of the Region.

The transformation of the Southern African Development Coordination Conference (SADCC) (which was coordinating conferences) to the Southern African Development Community (SADC) marked a significant milestone in the establishment of SADC Secretariat. The Mandate of the SADC Secretariat, as outlined in Article 14 of the SADC Treaty, includes the following

* Strategic planning and management of SADC Secretariat;
* Coordination and harmonization of the policies and strategies;
* Mobilization of resources, co-ordination and harmonization of programmes and projects with cooperating partners;
* Devising appropriate strategies for self-financing and income generating activities and investment;
* Representation and promotion of SADC; and
* Promotion and harmonisation of policies and strategies of Member States.

SADC is also implementing a Strategic Indicative Plan for the Organ on Politics, Defence and Security Cooperation (SIPO). The SIPO seeks to promote a peaceful and stable political and security environment in the region. Implementation of the SIPO is complemented by the SADC Protocol on Politics, Defence and Security Cooperation. This Protocol established the objectives of the SADC Organ on Politics, Defence and Security – namely, promoting peace and security across Southern Africa, protecting the region’s peoples from instability due to the breakdown of law and order, developing a common foreign policy throughout the region, and cooperating on matters related to security and defence.

The Secretariat has considerably grown in the past few years, with more staff, higher budgets and increasing numbers of projects, which place a huge strain on the Secretariat systems that need to keep up with the pace of growth and expansion.

Every year SADC Secretariat mobilizes up to 100 consultants for various assignments, financed mainly by SADC Member States, each of which go through separate and time-consuming procurement procedure that lasts three to five months from the moment of initiation until contracting and mobilisation of the consultant. These consultancies cause huge workload to the Procurement Unit that has limited resources, as well as delays on implementation of activities on which various departments depend. Coupled with this, SADC Secretariat has annual procurement plans and related budgets. This implies that each consultancy that has been planned for requires contracting within the respective fiscal year (1st April to 31st March). Implication is that workload is not spread throughout the fiscal year, but is rather more intensive at the beginning of the fiscal year.

Apart from above mentioned Member States’ funded activities, currently major donor of SADC is the European Union. In June 2015, Common Market for Eastern and Southern Africa (COMESA), the East African Community (EAC), the Intergovernmental Authority on Development (IGAD), the Indian Ocean Commission (IOC), the Southern African Development Community (SADC), representing the Eastern Africa-Southern Africa-Indian Ocean (EA-SA-IO Region) and the European Union signed a Regional Indicative Programme (RIP) under the 11th EDF for the period 2014-2020. The overall financial allocation earmarked for the 11th EDF was €1,332 million, distributed as follows:

1. Sub-Regional Envelope: €450 million, sub-divided as follows:

* COMESA: €85 million
* EAC: €85 million
* IGAD: €80 million
* IOC: €50 million
* SADC: €90 million
* Performance reserve: €60 million

1. Infrastructure Financing Envelope: €600 million
2. Cross-Regional Envelope: €205 million
3. Technical Cooperation Facility: €15 million
4. Reserve: €62 million

The SADC sub-regional envelope of €90 million identifies three priority areas for cooperation, as well as one cross-cutting area, namely:

* Priority Area 1: Peace, security and regional stability (€15 million);
* Priority Area 2: Regional economic integration (€47 million);
* Priority Area 3: Regional natural resource management with a particular focus on the SADC Regional Agriculture Policy (€9 million);
* Priority Area 4: Institutional Capacity Building (€19 million).

Most of the above 90 million euro will be committed through numerous contracts with consulting firms for which the procurement process is currently ongoing. Small part however will also require individual consultancies for which subject FWC might be used.

## Organisational structure

SADC Organisational Structure was approved in 2008 then revised in 2016. In this structure Directorates and Units of SADC are organised into three major groups, each under the responsibility of a member of the SADC Executives.

The Directorates and Units of SADC are arranged into eight (8) directorates, and eight (8) stand-alone units responsible for cross-cutting issues, established by the Council of Ministers as provided for by Article 15 (4 & 5) of the SADC Treaty. Each Directorate is led by a Director - also part of the SADC Management Team - and supported by Senior Programme Officers. Each Unit is led by a Senior Officer.

**Executive Secretary**

Tasked with all public and media relations, public affairs, protocol and special events management for the SADC Secretariat; and custodian of communications, branding and promotional strategies within SADC.

The Executive Secretary of the SADC Secretariat has overall responsibility for the management of the Secretariat, supported by two deputies. The Executive Secretary also directly manages:

* Directorate: Organ on Politics, Defence and Security Cooperation - together with the head of the Organ Troika is an instrument for ensuring and supporting the political and socio-economic security and safety of the Southern African region.
* Gender Unit – tasked with mainstreaming gender perspectives and concerns in all SADC policies, plans and programmes
* Internal Audit Unit & Risk Management – an internal, independent and objective oversight unit tasked evaluating and improving the effectiveness of SADC's risk management, control, and governance processes.
* Macro-economic Convergence Surveillance Unit - coordinating macro-economic surveillance processes and providing policy guidance to Member States.
* Communication & Public Relations Unit - striving to establish and maintain lines of communication, mutual understanding, acceptance and co-operation between SADC and its internal and external public/stakeholders.
* Legal Unit – guiding SADC in the application and interpretation of SADC legal regimes including the SADC Treaty, SADC Protocols and legal instruments and the application and interpretation of international law.

**Deputy Executive Secretary Regional Integration**

The Deputy Executive Secretary: Regional Integration is responsible for six Directorates that work in SADC’s main Regional Integration themes:

* Directorate: Industry Development and Trade
* Directorate of Finance, Investment and Customs
* Directorate: Infrastructure and Services - improving the quality of infrastructure in the region, through infrastructure rehabilitation and modernisation, improving access to basic infrastructure, and increasing trade and maximising regional competitiveness.
* Directorate: Food, Agriculture and Natural Resources - ensuring food availability, access, safety and nutritional value; disaster preparedness for food security; equitable and sustainable use of the environment and natural resources; and strengthening institutional framework and capacity building.
* Directorate: Social and Human Develop and Special Programmes – supporting the development of SADC’s human capital to its fullest potential as an essential step towards tackling the socioeconomic challenges facing the region.
* Directorate: Policy, Planning and Resource Mobilisation – coordinates all the planning, policy development and monitoring and evaluation functions of the SADC secretariat including Corporate Business Plan and the Regional Indicative Strategic Plan.

**Deputy Executive Secretary Corporate Affairs**

The Deputy Executive Secretary: Corporate Affairs is responsible for two Directorates and three units:

* Directorate: Budget and Finance - providing financial administration and risk management services to the operations of the SADC Secretariat.
* Directorate: Human Resources and Administration – providing and supporting the operations of SADC Secretariat through the management of human resources, procurement of goods and services, and management of physical assets.
* Conference Services Unit - providing support to SADC Policy and other meetings in terms of documentation, translation, interpretation services, conference facilities and scheduling of meetings.
* Procurement Unit - responsible for all aspects of procurement within the SADC Secretariat, through the administration of tender opportunities and ensuring adherence to the SADC Procurement Policy and all supporting
* Information and Communication Technologies Unit – guiding the adoption of Information and Communications Technologies within SADC and supporting the implementation of the technological aspects of the Regional Indicative Strategic Development Plan.

## Description of tasks

The purpose of this framework contract is for SADC Secretariat to be able to have at its disposal an external pool of expertise that can be used whenever the need arises. This external pool of expertise is meant to support SADC Secretariat’s own activities or of its projects’.

Specific contracts that will be concluded under this framework contract, will describe in detail the exact service to be rendered (i.e. the type of services to be provided, its scope, objectives, elements to be considered and processed, as well as the resources to be allocated to it, the work calendar, the format in which it should be presented etc.). The specific services may consist of producing a study or economic analysis, collecting data, and drawing up synthesis reports. For their purposes, the contractor will have to be able to apply and advise on the means and tools most suitable for each assignment.

A SADC staff member from relevant Directorate or Unit will usually monitor the execution of each specific contract.

Each specific contract will use up part of the financial ceiling covered under the framework contract. Any modification of the framework contract value shall not exceed an aggregate amount of up to twenty five percent (25%) of the original contract amount. Any modification of the duration of the framework contract shall not exceed an aggregate of maximum of one hundred percent (100%) of the duration of the initial contract.

## Linguistic and minimum geographical coverage

In general, the specific contract will require coverage of one or several SADC Member States, which will imply for the contractor the necessity to work in the languages of the selected countries. Official languages of SADC are English, French and Portuguese.

## Reports, documents and meetings

### *General reporting requirements*

The Contractor is to provide the required reports and deliverables in accordance with the conditions of the standard service contract. Other deliverables may be requested under each specific contract.

All deliverables shall be written in English (unless requested differently under each specific contract) and submitted in signed hard copy as well as electronically in pdf. The contractor must ensure that all deliverables are drafted in a clear and easily understandable language, that they are concise, logically structured and focused on their purpose. The presentation of the texts, tables and graphs has to be clear and complete and correspond to commonly recognised standards for publication.

The length of the reports will be specified in every request for services.

In view of its publication, the final report must be of high editorial quality. In cases where the contractor does not manage to produce a final report of high editorial quality within the timeframe defined by the contract, the contracting authority can decide to have the final report professionally edited at the expense of the contractor (e.g. deduction of these costs from the final payment).

SADC Secretariat shall have 30 days to approve or reject the final report of a specific contract. The contractor shall have 30 days in which to submit additional information or a new report.

Generally, the following reports are expected from specific consultancies:

1. **Inception report** detailing the approach and first working assumptions,
2. **One (or more) progress report(s)**,
3. **Draft final report** and
4. **Final report** (including executive summary, being self-standing 2 pages executive summary, an abstract of max 200 words)

### *Meetings*

The consultant of a specific contract could be expected to take part in four to five meetings with SADC Secretariat which will take place at the SADC Secretariat in Gaborone: a kick-off meeting at the beginning of the mission; one to two interim meetings; a meeting for discussing the draft final report and requirements for the completion of the Final report; a meeting for presenting the final report. Participation at a workshop or at a committee meeting could also be requested in the specific contract.

# Contractual Conditions

## Nature of the contract

An open request for proposals is launched by SADC Secretariat for the procurement of various services that will be carried out by different consultants over a period of two years, with a possibility of extension for up to further two years.

The terms of reference for each specific assignment to be contracted under the framework contract will be drawn up by relevant SADC Directorate or Unit requesting the service. This Directorate or Unit will also be responsible for its financing and management.

The precise type, timing and volume of the services to be procured under the framework contract to be signed on the basis of this tender cannot be specified in detail in advance. Therefore, the contract will take the form of a framework contract.

It will, however, be binding on the parties as regards the price (maximum amount per working day and per expert category) and the basic terms under which the contract is carried out. The nature of the tasks and the duration of the contract will be detailed in each and every specific contract.

This framework contract consists of one lot with reopening of competition. It will be awarded to a minimum of three and a maximum of five contractors who will be invited to participate every time the Contracting Authority has a need covered by the contract, in accordance with the criteria laid down in section 5 hereafter. The procedure for the reopening of competition is described in detail in section 5.5.1.

## Starting date of the contract and duration of the tasks

The framework contract shall enter into force on the date on which the last party signs it.

Expected commencement date is **June 2020.**

The duration of the tasks under this framework contract, i.e. the tasks of those specific contracts may not be planned for more than **24 months**. The execution of the tasks – by means of the signature of specific contracts under the framework contract - may not start before the framework contract has been signed. The period of execution of the tasks (24 months) may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the framework contract. Those may be extended for up to twenty-five per cent (25%) of the value of the original specific contract or up to one hundred per cent (100%) of the duration of the original specific contract.

The period of execution of the framework contract may be renewed once for another period of **up to 24 months,** i.e. the duration of the initial contract. Extension must be offered to all of the contractors, though it may be extended with only those willing to do so. For a multiple framework agreement to be valid, there must be a minimum of three Economic Operators within the agreement, which applies to extension as well. Specific contracts can run up to one year after the end of the framework contract if they were signed before its expiry.

## Terms of payment

The maximum total budget over the period of two years for this Framework Contract is, including reimbursables:

***USD 20,000,000***

Payments shall be made in accordance with Article 6.2 of the Special Conditions of the draft service contract. The framework contract will be activated by means of the signature of specific contracts. Depending on the duration and on the price of the work to be performed under the specific contract, payments under each specific contract shall be made according to one of the following options:

The payment scheme for the specific contracts will consist of

Option 1:

* one **single balance payment**

Option 2:

* **one to two interim payment(s),** depending on the duration of the contract**,** corresponding to **a maximum of 30 %** (each) of the price specified in Article 6.2 of the specific contract;
* a **balance payment** corresponding to **no less than 10 %** of the amount specified in the specific contract;

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles 6.1, 6.2, 6.3 and 6.4 of the General Conditions of the Contract.

## Place of performance

The place of performance of the tasks of the specific contracts shall be the Contractor's premises or any other place indicated in the specific contracts.

## Subcontracting

Subcontracting is defined as the situation where a contract has been or is to be established between SADC and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. However, the **SADC has no direct legal commitment with the** **subcontractor(s)**.

At the level of the liability towards SADC, tasks provided for in the contract may be entrusted to subcontractors, but **the contractor retains full liability towards SADC for the performance of the contract as a whole**.

Accordingly:

* SADC will treat all contractual matters (e.g. payments) exclusively with the contractor, whether or not the tasks are performed by a subcontractor;
* SADC will privilege direct contacts with the contractor, who is responsible for executing the contract; and
* Under no circumstances can the contractor avoid liability towards SADC on the grounds that the subcontractor is at fault. The contractor remains notably fully responsible for timely execution.

A contract which includes subcontracting is subject to certain general conditions in particular the provisions on subcontracting, checks and audits, and confidentiality. Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to SADC. The subcontracting arrangement between the contractor and his subcontractor is supposed to render directly applicable all those contractual obligations with regard to SADC to the subcontractor.

Tenderers must inform the subcontractor(s) and include in their subcontracting documents that Article 3.7 (b) of the standard service contract may be applied to subcontractors.

Once the contract has been signed, above Article 3.7 (b) of the General Conditions of the Contract and Article 3.7 (c) of the Special Conditions of the shall govern the subcontracting (i.e. specific contracts).

## Joint Venture

A joint venture is a situation where an offer is submitted by a group of tenderers. If awarded the contract, the tenderers of the group will have an equal standing towards SADC in executing specific service contracts.

Each member of the grouping assumes joint and several liability towards SADC.

To this end all members of the grouping should sign a **power of attorney**. This document must be scanned and included in the offer.

The expression "joint tender leader" in the application is equivalent to "Group Leader" or "Group Manager" in the document of power of attorney.

Partners in a joint offer assume joint and several liability towards SADC for the performance of the contract as a whole.

Statements, saying for instance: “that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest”, or “that more than one contract should be signed if the joint offer is successful”, are thus incompatible with the principle of joint and several liability. SADC will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

**An economic operator can only participate once as a tenderer**, whether as sole tenderer,leader in a joint tender or partner in a joint tender. **The economic operator may however** **agree to act as a subcontractor in a distinct bid** from which it is participating as either ofthe aforementioned options. However, such a situation is not advisable for the high potential of conflicts of interest it may generate.

# Administrative information concerning the invitation to tender

## Date and place of opening of the tenders

For venue, date and time of public opening please see 15.1 of **the Data Sheet**.

An **authorised representative** of each tenderer may attend the opening of the bids.

The economic operators who submitted an offer and whose representative was not present at the opening meeting may send an information request to procurement@sadc.int They will be informed by e-mail if their offer was admissible as well as of the identity of the other tenderers.

**3.2. Contact between the tenderer and SADC**

Contacts between SADC and the tenderers may take place only in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

* Upon request, the contracting authority may provide additional information solely for the purpose of clarifying the procurement documents.
* Any request for additional information must be made in writing only through the e-mail address: procurement@sadc.int
* The contracting authority is not bound to reply to requests for additional information received less than 21 working days before the final date for submission of tenders.
* The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other type of clerical error in the text of the procurement documents, up to 11 days before the final date for submission of tenders.
* Any additional information including that referred to above will be posted on SADC website under <https://www.sadc.int/opportunities/procurement/open-procurement-opportunities/> that will be updated regularly. It is the responsibility of the tenderer to check regularly for updates and modifications during the submission period.

After the opening of tenders:

* SADC shall contact the tenderers in order to correct obvious clerical errors or to require confirmation of a specific or technical element, except in duly justified cases. This shall not lead to changes in the procurement documents or substantial changes to the terms of the submitted tender.

## General terms and conditions for the submission of tenders

Subject to SADC Procurement and Grants Policy, version 2019, Article 17. Participation by economic operators and grant applicants, section one: *“Unless they fall under the exceptions specified in the paragraph 2, economic operators and grant applicants are permitted to participate in procurement and grant process for award of SADC Secretariat’s funds* ***without regard to their nationality*** *or form of association.“*

However, in addition to above Article that is a prerequisite for SADC Member States’ funded activities, for those funded by the European Union the following rule of nationality is applicable:

Rule on nationality and origin for public procurement, grants and other award procedures financed under the ACP-EU Partnership Agreement, laid down in Annex IV to the later agreement as revised by Decision No 1/2014 of the ACP-EU Council of Ministers of 20th June 2014 (2014/428/EU)

Participation in procedures for the award of procurement contracts or grants financed from the multi-annual financial framework of cooperation under the ACP-EU Partnership Agreement is open to all natural persons who are nationals of, or legal persons who are effectively established in:

1. an ACP State;
2. a Member State of the European Union;
3. beneficiaries of the Instrument for pre-accession assistance;
4. a Member State of the European Economic Area;
5. Overseas Countries and Territories;
6. developing countries and territories, as included in the OECD-DAC list of ODA Recipients, which are not members of the G20 group, without prejudice to the status of the Republic of South Africa, as governed by Protocol 3 of the Partnership Agreement;
7. countries for which Commission has adopted a decision approving the request for reciprocal access to external assistance in agreement with ACP countries;

Currently there are no such countries.

1. Member State of the OECD, in the case of contracts implemented in a Least Developed Country (LDC) or a Highly Indebted Poor Country (HIPC).

Above implies that successful FWC contractors that comply with above EU eligibility rules will be invited to express interest in opportunities funded by both SADC Member States and the programmes funded by the European Union. However, contractors not complying with the above eligibility rules of the European Union funded projects and activities may participate only in expressions of interest funded by SADC Member States.

Once SADC has accepted the tender, it shall become the property of SADC and SADC shall treat it confidentially.

SADC shall not reimburse expenses incurred in preparing and submitting tenders.

# Form and content of the tender

## Structure of the tender

* Tenders shall be perfectly legible so there can be no doubt as to words and figures.
* Tenders shall be clear and concise.
* Tenders shall be written in English language.
* Tenders shall include the information and documents requested under each of the forms (ELI, TECH and FIN forms);
* Prices shall be established in US dollars.

All tenders must be presented in five sections:

* Section one: Administrative information
* Section two: Evidence relating to exclusion criteria
* Section three: Evidence relating to the selection criteria
* Section four: Technical Offer – Addressing technical specifications and award criteria
* Section five: Financial Offer

### *Section One: Administrative information*

**Tenderers** may choose between presenting a **joint bid** (see 2.6) and introducing a bid as a **sole economic operator,** in both cases with the possibility of having one or severalsubcontractors (see 2.5).

Whichever type of bid is chosen, the tender shall stipulate the legal status and role of each legal entity in the tender proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract (see 2.5 and 2.6).

A legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment, where the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

At this stage the submission of supporting documents will be assessed, rather than their content, as per Administrative Compliance Sheet.

### *Section Two: Evidence relating to exclusion criteria*

Tenderers or their representatives shall provide a Sworn Statement. To this end, tenderers must fill in and sign the Form ELI-5.

Tenderers will also provide supporting documents as per the table in table 1. Eligibility Requirements under Section 3. Eligibility and Qualification Requirements section.

Tenderers undertake to submit to SADC any additional document relating to the exclusion/selection criteria, that SADC considers necessary to perform its checks.

The declaration(s) shall be signed by an authorised representative.

Where the bid involves more than one legal entity (including subcontractors), each entity must provide the form.

### *Section Three: Evidence relating to the selection criteria*

Tenderers shall provide proof of their economic and financial capacity by submitting the documents stated under paragraph 5.2.1 below. In case of a joint tender/tender with subcontractors, the documents concerning each economic operator shall be submitted under the respective party name.

Tenderers shall equally provide the proof of their professional and technical capacity by submitting the documents required under the table 2. Qualification Requirements under Section 3. Eligibility and Qualification Requirements section .

### *Section Four: Technical offer*

Tenderers shall include in their bids a technical offer addressing the aspects detailed in the technical specifications in section 1 of these Terms of Reference.

The technical proposal shall comply with the technical specifications and provide, as a minimum, the information specifically requested.

The following aspects should in particular be taken into consideration when drafting the tender:

1. description of project management and internal procedures and processes related to mobilisation of experts under specific contracts;
2. relevant pool/list of up to 30 experts that the contractor has previously worked with (CVs are to be attached to the list). The list will include Name, specialty, years of experience, contacts (possibly e-mail and phone);
3. role of each partner in case of a joint bid and/or use of subcontractors, the role of each partner and subcontractor in the implementation of the contract;
4. backstopping team proposed for implementation of the contract: its composition and the profile of its members must be properly described (CVs included). Team staff should be singled out by function (e.g. project managers, administrator, secretary, expert, technical assistant).

Due consideration should be given to the award criteria and method as stipulated under section 5.3 in these Terms of Reference.

Please note that, to grant equal treatment of all tenders, **it is not possible to modify offers after their submission in relation to the technical and financial proposals**.

Please note that incomplete financial or technical proposals may have a considerable negative impact on the evaluation of award criteria. Proposals deviating from the technical specifications risk to be considered as non-conform to the specifications.

### *Section Five: Financial proposal*

**Tenderers must use the following format to formulate their financial proposal for the unit price for their consultants under the FWC. Amounts expressed will be fixed amounts with which the Contractor will be responding to SADC’s requests for specific consultancies. The basic categories of consultants are also provided to allow for comparability across bids during the award procedure and as such cannot be changed.**

|  |  |
| --- | --- |
| **Category of consultant** | **Unit price** *(daily rate for the consultant excluding subsistence expenses linked to the mission (per-diem), and excluding the travel to and from place of mission). Those will be covered from the reimbursable budget.* |
| Category I – senior consultant with 15 or more years of relevant experience | USD / working day |
| Category II – consultant with 10 or more years of relevant experience | USD / working day |
| Category III – junior consultant with 5 or more years of relevant experience | USD / working day |
| Category IV – support staff with some experience relevant to requested services (e.g. admin support to an event or a meeting, coordinator of travel, etc.) | USD / working day |

Above table must include unit prices for all listed categories of experts and staff.

Furthermore the tenderer's attention is drawn to the following points:

1. Prices must be expressed in US dollars;
2. Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT.
3. Prices shall be fixed and not subject to revision for the duration of the contract. Possible extension of the contract may be subject to revision of the prices.

For each category of staff to be involved in the project, the tenderer must specify the daily rates, excluding subsistence expenses. Subsistence expenses will be treated as reimbursable, following SADC established rates.

Travel costs for under specific contracts are reimbursable expenses. Those must follow most direct route in economy class.

The contractor may be required to organise and attend, on SADC premises in Gaborone, one kick-off meeting and up to a maximum of three progress meetings, depending on the length and/or the amount of each specific contract under the framework contract. Cost of these may be covered from the Reimbursables, subject to prior approval by the Contracting Authority.

SADC will reject tenders where no technical offers or financial offers are proposed.

Non-compliance with the minimum requirements in section 1 will also result in rejection from award.

SADC reserves the right to request clarification of the tender after the opening. It may furthermore require (additional) evidence in relation to the administrative information, exclusion and selection criteria. The information required shall be provided within a time-limit stipulated in its request and under the conditions explained in section 3.2.

# Assessment and award of the contract

The assessment will be based on the information provided in the tender. SADC reserves the right to use any other information from public or specialist sources. This assessment will be performed by applying the criteria set out in these specifications. To award the contract, the assessment of admissible bids will be carried out under exclusion, selection and award criteria, not necessarily in a particular order.

The aim of this assessment is:

1. to verify compliance with the **exclusion criteria** as defined in in line with SADC Procurement and Grants Policy and Guidelines, in order to determine whether the tenderer can take part in the procedure and, where applicable, be awarded the contract;
2. to verify compliance with the **selection criteria**, technical and professional capacity and economic and financial capacity required by these specifications;
3. to verify compliance with the minimum requirements specified in the tender documents and to assess the technical and financial offer in relation to the award criteria including compliance with the quality thresholds set in these specifications and to establish a ranking list, by order of merit, of all tenderers.

## Application of exclusion criteria and exclusion of tenders

### *Declaration (Sworn Statement) and supporting documents*

As mentioned Bid Submission Form, tenderers or their representatives shall provide the Form ELI-5 duly signed and dated.

In addition to Sworn Statement, the bidders will be required to submit the supporting documents in case they get recommended the award of the contract. They will have 15 days to provide supporting documents once notified of the outcome of the Tender Evaluation.

Tenderers also undertake to submit to SADC any additional document relating to the exclusion criteria, that SADC considers necessary to perform its checks.

### *Grounds for disqualification*

In accordance with SADC Procurement and Grants Policy and Guidelines, a contract for a given procedure may not be awarded to an economic operator who is in any of the situations listed under section 5 of the Information to Bidders

**If a member of a consortium is subject to exclusion, the rest of the consortium shall be excluded.**

**If a subcontractor is subject to exclusion, the tender shall be excluded.**

## Application of selection criteria (selection of tenderers)

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It can also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

**An economic operator may rely on the capacities of other entities**, regardless of thelegal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, Joint venture agreement.

**If several service providers are involved in the bid**, members of the joint venture jointly must have theprofessional and technical capacity to perform the tasks assigned to them in the tender and have the necessary economic and financial capacity.

This rule applies to all legal entities once they have chosen to be tenderers. If the tender includes subcontractors, SADC reserves the right to request evidence of their economic and financial capacity, where the tasks subcontracted represent a substantial part of the contract.

### *Selection criteria*

#### Technical and Operational Capacity

*Minimum requirements for the contractor/JV delivering the service*

1. Experience in at least 2 contracts with a value of at least USD ten (10) million over the last 5 years and that are similar to the proposed services. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in these Terms of Reference. The two need to be service contracts, not necessarily Framework Contracts.

These criteria will be assessed on the basis of the documents referred to in 5.2.2 and 5.2.3.

#### Financial and Economic Capacity

*Sufficient economic and financial capacity of the tenderer to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.*

Minimum criteria for the bidder or joint venture as a whole are:

1. Minimum average annual turnover of US$ ten (10) million, calculated as total certified payments received for contracts in progress or completed, within the last three (3) years.
2. Cash and cash equivalents at the beginning and end of year are positive for each of the last three (3) years.

#### Personnel Resources

1. The bidder must have at least three (3) permanent staff members specialized in the area of the contract for the past three (3) years.
2. Availability of expertise as described under sections 1.3 and 4.1.4 b) of the ToR, as well as any other relevant part of the Terms of Reference.

### *Evidence of the technical and professional capacity of the service provider(s)*

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability as specified in section 5.2.1.

Evidence of the technical and professional capacity of the providers involved in the tender may be furnished on the basis of the following documents:

*Information regarding human resources:*

* a summary table indicating the “pool” of experts made available for the work, their CVs including linguistic skills following the form 4 b). Form 4 b) should not contain a list of not more than 30 experts.
* their educational, professional qualifications and experience should not be supported by supporting documents at this stage. SADC reserves the right to ask for the supporting documents during the tendering, contracting or implementations stage of the FWC. If during the implementation of the FWC the Consultants will be unable to provide supporting documents for references indicated in their CVs, they may be sanctioned from participating in SADC’s future activities. Same may apply to the FWC Contractor.

For a representative "pool" of other experts covering the categories of staff listed above, CVs should be limited to up to eight A4 pages.

This evidence refers to selection criteria 5.2.1.2 - A list of relevant projects carried out and/or services provided by the tenderer over the last 5 years in similar in nature (though not necessarily under FWC modality, may be a ordinary service contract with large pool of short-term consultants) as per Form ELI-2.

### *Evidence of the economic and financial capacity of the service provider(s)*

All tenderers shall provide proof of their economic and financial capacity by submitting the Form ELI-3 – Financial Situation and related attachments mentioned therein.

If, for some exceptional reason which SADC considers justified, a tenderer is unable to provide the attachments to above form, he or she may prove his or her economic and financial capacity by any other document which SADC considers appropriate. In any case, SADC must at least be notified of the exceptional reason and its justification in the tender. SADC reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

SADC may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraph 1 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that it complies with the requirements of the present call for proposals. In such a case, the bidder shall indicate in the tender reference to the contract SADC service for which the evidence has been provided, in order to allow SADC services to check this evidence.

## Application of award criteria (assessment of tenders)

The contract will be awarded to up to five **most cost-effective tenders**. The following award criteria will be applied:

|  |  |  |
| --- | --- | --- |
| Nr. | Requirement | Maximum score |
| 1 | **Clarity, relevance and coherence**  *This criterion will assess whether the overall tender, is written in a clear language, whether it is well structured, whether all the information requested in the tender specifications is duly covered, whether all the data sources are well referenced.* | 10 |
| 2 | **Quality of the proposed mechanisms for project management, including quality control, risk management and reporting**  *This criterion will assess the quality control system proposed by the tenderer for both potential future services regarding the quality of deliverables, the language quality check, continuity of the service in case of absence of a member of the team, as well as the overall project management (organisation of work, contacts with the contracting party etc.). This quality control system should be detailed in the tender. A generic quality control system will result in a low score.* | 15 |
| 3 | **Experience of the bidder in implementing complex service contracts with large pool of short-term consultants**  *This criterion will assess the experience of the bidder in implementing large service contracts, in particular the size and diversity of the team of long term and short-term experts in particular.* | 30 |
| 4 | **Experience of the bidder in implementing contracts in SADC region**  *This criterion will assess the experience and exposure of the bidder to the particularities of SADC region and one or more of its Member States. For sake of bringing variety of expertise and experiences, Procuring Entity encourages partnerships.* | 15 |
| 5 | **Availability and adequacy of available pool of experts**  *Specific consultancies are not known at this stage, but the directorates and their activities are. The pool and relevant experience of the experts should match thematic of the directorates and units and preferably have experience in SADC region. Experts should be proficient in at least one of the official SADC languages (English, French and Portuguese).* | 20 |
| 6 | **Adequacy of backstopping team**  *This criterion will assess proposed backstopping team, which should be permanent staff of the bidder, a minimum of three.* | 10 |
|  | **Total:** | **100** |

**Note: the bid will be excluded from the rest of the assessment in the following cases**

* **Less than 70 points of the total or**
* **Less than one-third of the points awarded for one of the six criteria**

Technical scoring is carried out using following methodology:

Out of the tenders reaching the 70-point threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula: Technical score = (final score of the technical offer in question/final score of the best technical offer) x 100.

Example:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Maximum possible | Tenderer 1 | Tenderer 2 | Tenderer 3 |
| Evaluator A | 100 | 55 | 88 | 84 |
| Evaluator B | 100 | 60 | 84 | 82 |
| Evaluator C | 100 | 59 | 82 | 90 |
| Total | 300 | 174 | 254 | 256 |
| Average score (mathematical average) |  | 174/3 = 58.00 | 254/3 = 84.67 | 256/3 = 85.33 |
| Technical score (actual final score/highest final score) |  | Eliminated\* | 84.67/85.33 x 100 = 99.22 | 100.00 |

Financial scoring is carried out using following methodology:

The tender with the lowest total fees receives 100 points. The others are awarded points by means of the following formula: Financial score = (lowest total fees / total fees of the tender being considered) x 100.

When evaluating financial offers, the evaluation committee compares only the total fees.

Example:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Tenderer 1 | Tenderer 2 | Tenderer 3 |
| Total fees | Eliminated following technical evaluation | USD 951 322 | USD 1 060 452 |
| Financial score (lowest total fees + lump sums/actual total fees + lump sums x 100) | 100 | 951 322/1 060 452 x100 = 89.71 |

Final scoring is carried out using following methodology:

The best value for money is established by weighing technical quality against price on an 80/20 basis. This is done by multiplying:

* the scores awarded to the technical offers by 0.80
* the scores awarded to the financial offers by 0.20

Example:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Tenderer 1 | Tenderer 2 | Tenderer 3 |
| Technical score x 0.80 | Eliminated following technical evaluation | 99.22 x 0.80 = 79.38 | 100.00 x 0.80 = 80.00 |
| Financial score x 0.20 | 100.00 x 0.20= 20.00 | 89.71 x 0.20= 17.94 |
| Overall score | 79.38 + 20.00= 99.38 | 80.00 + 17.94= 97.94 |
| Final ranking | 1 | 2 |

**The ranking will be established according to the results of the final evaluation. The best five tenders (minimum three and maximum five) presenting the highest final score will be proposed for award.**

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, may result in a significantly lower score. Where essential elements of these specifications are not expressively covered by the tender, SADC may decide to give a zero mark for the relevant qualitative award criteria.

The tender may be rejected as non-compliant, when the minimum requirements set in the specifications are not met.

## Information for tenderers

SADC will notify all tenderers of decisions reached concerning the outcome of the procedure, indicating the grounds on which the decision was taken. This also applies to a decision not to award a contract or to cancel the procedure.

SADC will inform the rejected tenderers of the reasons for their rejection. Each tenderer who is not in an exclusion situation and whose tender is compliant with the procurement documents and who makes a request in writing, shall be informed of the characteristics and relative advantages of the winning tenders, of the name of the successful tenderer and of the price or contract value.

## Award of the contract

The procurement procedure is concluded by a contract signed by the parties. In this case, the General Conditions of Contract applicable to service contracts referred to above shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

SADC shall not sign the framework contract with the successful tenderer until a cool-off period of 15 calendar days has elapsed, counting from the day after simultaneous dispatch of the notification by electronic means to all tenderers (successful and unsuccessful).

SADC intends to conclude the contract in the form of a framework contract. A framework contract means a public contract for the purpose of establishing the terms governing specific contracts under it to be awarded during a given period, in particular with regards to price and, where appropriate quantity envisaged.

### *Award of Specific Contracts – procedure for the reopening of competition*

#### Invitation to Tender

If and when SADC wishes to procure one or more services from the awarded Contractors, it shall so notify all Contractors by sending an invitation to tender.

#### Time limit for the submission of bids

The Contractors shall return a duly justified bid for the provision of the requested services within the deadline stipulated in the invitation to tender. Depending on the complexity of the requested tasks, SADC will decide the deadline for the submission of the bids. Proposal will typically need to have three to five pages organisation and methodology, as well as one or more CVs, depending if it is a single-expert mission or a team. All of these will be announced with each request for proposals. The deadline will usually be from 14 to 21 calendar days, subject to complexity.

#### Lodging of the tender

The contractor will submit the bid in one of the following ways to the address indicated in the invitation to tender:

1. scanned in pdf format and sent to [procurement@sadc.int](mailto:procurement@sadc.int) for which reply e-mail will be sent, acknowledging the receipt, or
2. delivered by hand, in person or by an authorised representative (date of acknowledgement of receipt by SADC serving as evidence of timely delivery)

#### Unavailability of the Contractors

Contractors shall be considered unavailable, if:

* They do not return the justified bid for the provision of the requested services or the Specific Contract within the prescribed time;
* They refuse in writing to return any of the above-mentioned documents or provide any of the above-mentioned information.

In this case, the Contractor, who has been considered unavailable, shall have released SADC from any contractual obligation and shall have waived any rights towards SADC in relation with the specific invitation to tender without this involving the termination of the main FWC Contract.

#### The evaluation of tenders

After the opening, all tenders found admissible are evaluated in an identical and non-discriminatory manner. The submitted offers must contain:

1. A technical part, detailing the methodology (three to five pages), the composition and skills of the expert or the team and the responsible team leader for the specific agreement, if any;
2. A financial part detailing the number of man-days to be multiplied by the working-day price as defined in the Framework Contract, and any other cost items.

The Specific Contract will be awarded according to the criteria given below, on the basis of the most economically advantageous tender (quality/price ratio), or to the criteria specifically adapted for each invitation to re-open the competition.

The award criteria cannot be further supplemented during the evaluation procedure. It may however be further broken down into sub-criteria for each and every specific request.

|  |  |  |
| --- | --- | --- |
| Nr. | Requirement | Maximum score |
| 1 | **Organisation and Methodology**  *This criterion will assess bidder’s understanding of the ToR, comments and recommendations for improvement, suggested timeframe, timeframe and workplan.* | 20 |
| 2 | **Qualification and Skills of the Expert(s)**  *This criterion will assess expert(s) formal qualification, certificates, as well as any particular skill that has been requested. Skills as opposed to qualification have minor impact on the final score.* | 15 |
| 3 | **General Professional Experience of the Expert(s)**  *This criterion will assess general professional experience, minimum number of years of relevant experience the expert(s) have. Proposing expert(s) with lower than minimum number of years of experience for the specific category may result in significantly lower score.* | 15 |
| 4 | **Specific Professional Experience of the Expert(s)**  *This criterion will assess specific professional experience against minimum required. It is the highest scoring criterion to which most attention should be given.* | 50 |
|  | **Total:** | **100** |

**Note: the bid will be excluded from the rest of the assessment in the following cases**

* **Less than 70 points of the total or**
* **Less than one third of the points awarded for one out of the four criteria**

Technical scoring is carried out using following methodology:

Out of the tenders reaching the 70-point threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula: Technical score = (final score of the technical offer in question/final score of the best technical offer) x 100.

Example:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Maximum possible | Tenderer 1 | Tenderer 2 | Tenderer 3 |
| Evaluator A | 100 | 55 | 88 | 84 |
| Evaluator B | 100 | 60 | 84 | 82 |
| Evaluator C | 100 | 59 | 82 | 90 |
| Total | 300 | 174 | 254 | 256 |
| Average score (mathematical average) |  | 174/3 = 58.00 | 254/3 = 84.67 | 256/3 = 85.33 |
| Technical score (actual final score/highest final score) |  | Eliminated\* | 84.67/85.33 x 100 = 99.22 | 100.00 |

Financial scoring is carried out using following methodology:

The tender with the lowest total fees receives 100 points. The others are awarded points by means of the following formula: Financial score = (lowest total fees / total fees of the tender being considered) x 100. For specific contracts the contractors of the FWC will not be submitting the financial offer as this one will be part of the FWC and will be fixed for the duration of the FWC.

When evaluating financial offers, the evaluation committee compares only the total fees, excluding reimbursables.

Example:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Tenderer 1 | Tenderer 2 | Tenderer 3 |
| Total fees | Eliminated following technical evaluation | USD 951 322 | USD 1 060 452 |
| Financial score (lowest total fees + lump sums/actual total fees + lump sums x 100) | 100 | 951 322/1 060 452 x100 = 89.71 |

Final scoring is carried out using following methodology:

The best value for money is established by weighing technical quality against price on an 80/20 basis. This is done by multiplying:

* the scores awarded to the technical offers by 0.80
* the scores awarded to the financial offers by 0.20

Example:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Tenderer 1 | Tenderer 2 | Tenderer 3 |
| Technical score x 0.80 | Eliminated following technical evaluation | 99.22 x 0.80 = 79.38 | 100.00 x 0.80 = 80.00 |
| Financial score x 0.20 | 100.00 x 0.20= 20.00 | 89.71 x 0.20= 17.94 |
| Overall score | 79.38 + 20.00= 99.38 | 80.00 + 17.94= 97.94 |
| Final ranking | 1 | 2 |

The ranking will be established according to the results of the final evaluation. The highest-ranking bid will be recommended and offered a specific contract.

Tenders should elaborate on all points addressed by specific Invitation to Tender in order to score as many points as possible.

#### Information procedure

At the latest, one week after signing the award decision, adequate information will be given to all tenderers or candidates. The successful tenderers must be informed about the award; the unsuccessful tenderers must be informed about the reasons for rejection.

# Section 6. Standard Form of Contract

STANDARD CONTRACT FOR SERVICES

**CONTRACT FOR *[insert the name of the contract]***

**Number [insert the number of the contract]**

**Lot Number: *[insert the number]***

**BETWEEN *[insert the name]* (“the Contracting Authority”)**

**AND**

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

**DATE: *[insert the month and the year]***

**Contents**

[I. Form of Contract 91](#_Toc34329954)

[II. General Conditions of Contract 93](#_Toc34329955)

[1.1 Definitions 93](#_Toc34329956)

[1.2 Relationship Between the Parties 94](#_Toc34329957)

[1.3 Law Governing Contract 94](#_Toc34329958)

[1.4 Language 94](#_Toc34329959)

[1.5 Headings 94](#_Toc34329960)

[1.6 Notices 94](#_Toc34329961)

[1.7 Location 95](#_Toc34329962)

[1.8 Authority of Member in Charge 95](#_Toc34329963)

[1.9 Authorized Representatives 95](#_Toc34329964)

[1.10 Taxes and Duties 95](#_Toc34329965)

[1.11 Fraud and Corruption 95](#_Toc34329966)

[2.1 Effectiveness of Contract 97](#_Toc34329967)

[2.2 Termination of Contract for Failure to Become Effective 97](#_Toc34329968)

[2.3 Commencement of Services 97](#_Toc34329969)

[2.4 Expiration of Contract 97](#_Toc34329970)

[2.5 Entire Agreement 97](#_Toc34329971)

[2.6 Modifications , or Variations 97](#_Toc34329972)

[2.7 Force Majeure 99](#_Toc34329973)

[2.8 Suspension 100](#_Toc34329974)

[2.9 Termination 100](#_Toc34329975)

[3.1 General 103](#_Toc34329976)

[3.2 Conflict of Interests 103](#_Toc34329977)

[3.3 Confidentiality 104](#_Toc34329978)

[3.4 Liability of the Contractor 104](#_Toc34329979)

[3.5 Insurance to be Taken out by the Contractor 104](#_Toc34329980)

[3.6 Accounting, Inspection and Auditing 104](#_Toc34329981)

[3.7 Contractor’s Actions Requiring Contracting Authority’s Prior Approval 105](#_Toc34329982)

[3.8 Reporting Obligations 105](#_Toc34329983)

[3.9 Documents Prepared by the Contractor to be the Property of the Contracting Authority 105](#_Toc34329984)

[3.10 Equipment, Vehicles and Materials Furnished by the Contracting Authority 105](#_Toc34329985)

[3.11 Equipment and Materials Provided by the Contractors 106](#_Toc34329986)

[4.1 General 106](#_Toc34329987)

[4.2 Description of Personnel 106](#_Toc34329988)

[4.3 Approval of Personnel 106](#_Toc34329989)

[4.4 Working Hours, Overtime, Leave, etc. 107](#_Toc34329990)

[4.5 Removal and/or Replacement of Personnel 107](#_Toc34329991)

[4.6 Resident Project Director 108](#_Toc34329992)

[5.1 Assistance and Exemptions 108](#_Toc34329993)

[5.2 Access to Land 109](#_Toc34329994)

[5.3 Change in the Applicable Law Related to Taxes and Duties 109](#_Toc34329995)

[5.4 Services, Facilities and Property of the Contracting Authority 109](#_Toc34329996)

[5.5 Payment 109](#_Toc34329997)

[5.6 Counterpart Personnel 110](#_Toc34329998)

[6.1 Cost Estimates; Ceiling Amount 110](#_Toc34329999)

[6.2 Remuneration and Reimbursable Expenses 110](#_Toc34330000)

[6.3 Currency of Payment 112](#_Toc34330001)

[6.4 Mode of Billing and Payment 112](#_Toc34330002)

[7.1 Good Faith 114](#_Toc34330003)

[7.2 Operation of the Contract 114](#_Toc34330004)

[7.3 Non waiver 114](#_Toc34330005)

[8.1. 115](#_Toc34330006)

[9.1 Amicable Settlement 116](#_Toc34330007)

[9.2 Dispute Resolution 116](#_Toc34330008)

[III. Special Conditions of Contract 117](#_Toc34330009)

[IV. Appendices 122](#_Toc34330010)

I. Form of Contract

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is between, on the one hand, *[name of Contracting Authority]* (hereinafter called the “Contracting Authority”) and, on the other hand, *[name of Contractor]* (hereinafter called the “Contractor”).

[***Note****: If the Contractor* *consist of more than one entity, the above should be partially amended to read as follows:* “…(hereinafter called the “Contracting Authority”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Contracting Authority for all the Contractor’s obligations under this Contract, namely, *[name of Contractor]* and *[name of Contractor]* (hereinafter called the “Contractor”).]

WHEREAS

(a) the Contracting Authority has requested the Contractor to provide certain services as defined in this Contract (hereinafter called the “Services”);

(b) the Contractor, having represented to the Contracting Authority that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract and are listed in their order of precedence:

(a) The Special Conditions of Contract;

(b) The General Conditions of Contract;

(c) The following Appendices:

Appendix A: Terms of Reference

Appendix B: Technical Proposal

Appendix C: Financial Proposal

2. The mutual rights and obligations of the Contracting Authority and the Contractor shall be as set forth in the Contract, in particular:

(a) the Contractors shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Contracting Authority shall make payments to the Contractor accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Contracting Authority]*

*[Authorized Representative]*

For and on behalf of *[name of Contractor]*

*[Authorized Representative]*

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

For and on behalf of each of the Members of the Contractor

*[name of member]*

*[Authorized Representative]*

*[name of member]*

*[Authorized Representative]*

II. General Conditions of Contract

1. General Provisions

|  |  |
| --- | --- |
| 1.1 Definitions | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:  (a) “Applicable Law” means the laws and any other instruments having the force of law in the Contracting Authority’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.  (b) “Contracting Authority ” means legal entity named in the SC who procures the Services described in Appendix A hereto from the Contractor.  (c) “Contractor” means any private or public entity named in the SC that will provide the Services to the Contracting Authority under the Contract.  (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.  (e) “Day” means calendar day.  (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.  (h) “GC” means these General Conditions of Contract.  (k) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.  (l) “Party” means the Contracting Authority or the Contractor, as the case may be, and “Parties” means both of them.  (m) “Personnel” means professionals and support staff provided by the Contractors or by any Sub-Contractors and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Contracting Authority’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Contracting Authority’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).  (n) “Reimbursable expenses” means all assignment-related costs other than Contractor’s remuneration.  (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.  (p) “Services” means the work to be performed by the Contractor pursuant to this Contract, as described in Appendix A hereto.  (q) “Sub-Contractors” means any person or entity to whom/which the Contractor subcontracts any part of the Services.  (r) “Third Party” means any person or entity other than the Contracting Authority, the Contracting Authority, the Contractor or a Sub-Contractor.  (s) “In writing” means communicated in written form with proof of receipt. |
| 1.2 Relationship Between the Parties | Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Contracting Authority and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 1.3 Law Governing Contract | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 1.4 Language | This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1.5 Headings | The headings shall not limit, alter or affect the meaning of this Contract. |
| 1.6 Notices | 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address **specified in the SC.**  1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address **specified in the SC.** |
| 1.7 Location | The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Contracting Authority’s country or elsewhere, as the Contracting Authority may approve. |
| 1.8 Authority of Member in Charge | In case the Contractor consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity **specified in the SC** to act on their behalf in exercising all the Contractor’s rights and obligations towards the Contracting Authority under this Contract, including without limitation the receiving of instructions and payments from the Contracting Authority. |
| 1.9 Authorized Representatives | * + 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Contracting Authority or the Contractor may be taken or executed by the officials **specified in the SC.**     2. The Contracting Authority’s authorized representative shall be called Task Manager. The Task Manager may exercise the authority attributable to him/her in the **as specified in the SC.**     3. The Task Manager shall have no authority to amend the Contract.     4. The Contractor authorized representative shall be called Project Director and his/her may exercise the authority attributable to him/her in the **as specified in the SC.**     5. The either Party shall promptly inform the other of any change of their authorized representative of any change to the authority attributed to their authorized representative. |
| 1.10 Taxes and Duties | The Contractor, Sub-Contractors and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law **as specified in the SC**. |
| 1.11 Fraud and Corruption | If the Contracting Authority determines that the Contractor and/or their Sub-Contractors has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Contracting Authority may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).  Should any personnel of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.5. |
| 1.11.1 Definitions | For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:  (i) “corrupt practice”[[7]](#footnote-7) 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”[[8]](#footnote-8) 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”[[9]](#footnote-9) 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”[[10]](#footnote-10) is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;  (v) “obstructive practice” is  (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SADC Secretariat 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’s inspection and audit rights provided for under Clause 3.6. |
| 1.11.2 Commis­sions and Fees | The Contracting Authority will require the successfulContractors to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. |

2. Commencement, Completion, Modification and Termination of Contract

|  |  |
| --- | --- |
| 2.1 Effectiveness of Contract | This Contract shall come into force and effect on the date (the “Effective Date”) of the Contracting Authority’s notice to the Contractor instructing the Contractor to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, **listed in the SC** have been met. |
| 2.2 Termination of Contract for Failure to Become Effective | If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 2.3 Commencement of Services | The Contractor shall begin carrying out the Services not later than the number of days after the Effective Date **specified in the SC**. |
| 2.4 Expiration of Contract | Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SC**. |
| 2.5 Entire Agreement | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 2.6 Modifications , or Variations | * + 1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.     2. Substantial modifications to the contract, including modifications of the General or Special Conditions of the contract, changes in the scope or the duration of the contract, to the total contract amount and replacement of Key Experts, must be made by means of an addendum .If the request for an amendment comes from the Contractor, the latter must submit such a request to the Contracting Authority at least 30 days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority.     3. However, where the amendment does not affect the basic purpose of the contract and, for a time based contract, the financial impact is limited to a transfer within the remuneration or between the remuneration and the provision for reimbursable expenses involving a variation of less than 15% of the original amount (or as modified by addendum) for the categories of expense where the money was taken from, the Task Manager shall have the power to order any variation to any part of the services necessary for the proper implementation of the tasks, without changing the object or scope of the contract. Such variations may include additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timing of performance of the services, changes in contact details and reporting requirements.     4. Prior to any administrative order for variation, the Task Manager shall notify the Contractor of the nature and form of such variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Task Manager a written proposal containing:   (a) a description of the service to be performed or the measures to be taken and a programme for implementation of the tasks; and  (b) any necessary modifications to the programme of implementation of the tasks or to any of the Contractor's obligations under the contract; and  (c) For a time based contract, any adjustment to the contract value in accordance with the following principles:  (1) where the task is of similar character and executed under similar conditions to an item priced in the budget breakdown the equivalent numbers of working days shall be valued at the fee rates contained therein;  (2) where the task is not of a similar character or is not executed under similar conditions, the fee rates in the contract shall be applied to the estimated numbers of working days so far as is reasonable, failing which, a fair estimation shall be made by the Task Manager;  (3) where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor.   * + 1. Following the receipt of the Contractor's proposal, the Task Manager shall decide as soon as possible whether or not the variation shall be carried out. If the Task Manager decides that the variation shall be carried out he/she shall issue the administrative order stating that the variation shall be carried out under the conditions given in the Contractor's proposal or as modified by the Task Manager in accordance with pursuant to Clause GC 2.6.4.     2. On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by these General Conditions in so doing as if such variation were stated in the contract.     3. No amendment shall be made retroactively except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority.     4. Any change to the contract which has not been made in the form of an administrative order or an addendum or in accordance with this Clause shall be considered null and void. |
| 2.7 Force Majeure |  |
| 2.7.1 Definition | (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Contracting Authority agencies.  (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.  (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| 2.7.2 No Breach of Contract | The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| 2.7.3 Measures to be Taken | (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.  (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.  (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.  (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Contracting Authority, shall either:   1. demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Contracting Authority, in reactivating the Services; or 2. continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.   (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8. |
| 2.8 Suspension | The Contracting Authority may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension. |
| 2.9 Termination |  |
| 2.9.1 By the Contracting Authority | The Contracting Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Contracting Authority shall give a not less than thirty (30) days’ written notice of termination to the Contractors.  (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Contracting Authority may have subsequently approved in writing.  (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.  (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.  (d) If the Contractor, in the judgment of the Contracting Authority, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.  (e) If the Contractor submits to the Contracting Authority a false statement which has a material effect on the rights, obligations or interests of the Contracting Authority.  (f) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.  (g) If the Contracting Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. |
| 2.9.2 By the Contractor | The Contractor may terminate this Contract, by not less than thirty (30) days’ written notice to the Contracting Authority, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.  (a) If the Contracting Authority fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.  (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.  (c) If the Contracting Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.  (d) If the Contracting Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Contracting Authority of the Contractor’s notice specifying such breach. |
| 2.9.3 Cessation of Rights and Obligations | Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Contractor’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law. |
| 2.9.4 Cessation of Services | Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Contracting Authority, the Contractor shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof. |
| 2.9.5 Payment upon Termination | Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Contracting Authority shall make the following payments to the Contractor:  (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and  (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable reimbursable costs to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents. |
| 2.9.6 Disputes about Events of Termination | If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. |

## 

3. Obligations of the Contractor

|  |  |
| --- | --- |
| 3.1 General |  |
| 3.1.1 Standard of Performance | The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Contracting Authority, and shall at all times support and safeguard the Contracting Authority’s legitimate interests in any dealings with Sub-Contractors or Third Parties. |
| 3.1.2 Law Governing Services | The Contractor shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Contractors, as well as the Personnel of the Contractor and any Sub-Contractors, comply with the Applicable Law. The Contracting Authority shall notify the Contractor in writing of relevant local customs, and the Contractor shall, after such notification, respect such customs. |
| 3.2 Conflict of Interests | The Contractor shall hold the Contracting Authority’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| 3.2.1 Contractor Not to Benefit from Commis-sions, Discounts, etc. | (a) The payment of the Contractor pursuant to Clause GC 6 hereof shall constitute the Contractor’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Sub-Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.  (b) Furthermore, if the Contractor, as part of the Services, has the responsibility of advising the Contracting Authority on the procurement of goods, works or services, the Contractor shall comply with the Bank’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Contracting Authority. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the Contracting Authority. |
| 3.2.2 Contractor and Affiliates Not to Engage in Certain Activities | The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Contractor’s Services for the preparation or implementation of the project. |
| 3.2.3 Prohibition of Conflicting Activities | The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| 3.3 Confidentiality | Except with the prior written consent of the Contracting Authority, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. |
| 3.4 Liability of the Contractor | Subject to additional provisions, if any, set forth in the SC, the Contractors’ liability under this Contract shall be provided by the Applicable Law. |
| 3.5 Insurance to be Taken out by the Contractor | The Contractor (i) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors’, as the case may be) own cost but on terms and conditions approved by the Contracting Authority, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Contracting Authority’s request, shall provide evidence to the Contracting Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. |
| 3.6 Accounting, Inspection and Auditing | The Contractor shall permit the SADC Secretariat and/or persons appointed by the SADC Secretariat to inspect its accounts and records as well as those of its Sub-Contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the SADC Secretariat if required by the SADC Secretariat. The Contractor’s attention is drawn to Clause 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the SADC Secretariat’s inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Contractor Guidelines). |
| 3.7 Contractor’s Actions Requiring Contracting Authority’s Prior Approval | The Contractor shall obtain the Contracting Authority’s prior approval in writing before taking any of the following actions:  (a) Any change or addition to the Personnel listed in Appendix B.  (b) Subcontracts: the Contractor may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Contracting Authority. Notwithstanding such approval, the Contractor shall retain full responsibility for the Services. In the event that any Sub-Contractors are found by the Contracting Authority to be incompetent or incapable in discharging assigned duties, the Contracting Authority may request the Contractor to provide a replacement, with qualifications and experience acceptable to the Contracting Authority, or to resume the performance of the Services itself.  (c) Any other action that may be specified **in the SC.** |
| 3.8 Reporting Obligations | The Contractor shall submit to the Contracting Authority the reports and documents specified in Appendix A hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix. |
| 3.9 Documents Prepared by the Contractor to be the Property of the Contracting Authority | All plans, drawings, specifications, designs, reports, other documents and software prepared by the Contractor for the Contracting Authority under this Contract shall become and remain the property of the Contracting Authority, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Contracting Authority, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Contracting Authority. If license agreements are necessary or appropriate between the Contractor and third parties for purposes of development of any such computer programs, the Contractor shall obtain the Contracting Authority’s prior written approval to such agreements, and the Contracting Authority shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, **shall be specified in the SC.** |
| 3.10 Equipment, Vehicles and Materials Furnished by the Contracting Authority | Equipment, vehicles and materials made available to the Contractor by the Contracting Authority, or purchased by the Contractor wholly or partly with funds provided by the Contracting Authority, shall be the property of the Contracting Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available to the Contracting Authority an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Contracting Authority’s instructions. While in possession of such equipment, vehicles and materials, the Contractor, unless otherwise instructed by the Contracting Authority in writing, shall insure them at the expense of the Contracting Authority in an amount equal to their full replacement value. |
| 3.11 Equipment and Materials Provided by the Contractors | Equipment or materials brought into the Contracting Authority’s country by the Contractor and the Personnel and used either for the Project or personal use shall remain the property of the Contractor or the Personnel concerned, as applicable. |

4. Contractors’ Personnel and Sub-Contractors

|  |  |
| --- | --- |
| 4.1 General | The Contractor shall employ and provide such qualified and experienced Personnel and Sub-Contractors as are required to carry out the Services. |
| 4.2 Description of Personnel | (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Contractor’s Key Personnel are described in Appendix B. If any of the Key Personnel has already been approved by the Contracting Authority, his/her name is listed as well.  (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix B may be made by the Contractor by written notice to the Contracting Authority, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Contracting Authority’s written approval.  (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Contracting Authority and the Contractor. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement. |
| 4.3 Approval of Personnel | The Key Personnel and Sub-Contractors listed by title as well as by name in Appendix B are hereby approved by the Contracting Authority. In respect of other Personnel which the Contractor proposes to use in the carrying out of the Services, the Contractor shall submit to the Contracting Authority for review and approval a copy of their Curricula Vitae (CVs). If the Contracting Authority does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Contracting Authority. |
| 4.4 Working Hours, Overtime, Leave, etc. | (a) Working hours and holidays for Key Personnel are set forth in Appendix B hereto. To account for travel time, Foreign Personnel carrying out Services inside the Contracting Authority’s country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Contracting Authority’s country as is specified in Appendix B hereto.  (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B hereto, and except as specified in such Appendix, the Contractor’s remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix B. Any taking of leave by Personnel shall be subject to the prior approval by the Contractor who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. |
| 4.5 Removal and/or Replacement of Personnel | (a) Except as the Contracting Authority may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Contractor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.  (b) If the Contracting Authority (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Contracting Authority’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Contracting Authority.  (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Contractors may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Contracting Authority. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Contracting Authority may otherwise agree, (i) the Contractor shall bear all additional travel and other costs arising out of or reimbursable to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced. |
| 4.6 Resident Project Director | **If required by the SC**, the Contractor shall ensure that at all times during the Contractor’s performance of the Services in the Contracting Authority’s country a resident Project Director, acceptable to the Contracting Authority, shall take charge of the performance of such Services. |

5. Obligations of the Contracting Authority

|  |  |  |
| --- | --- | --- |
| 5.1 Assistance and Exemptions | **Unless otherwise specified in the SC**, the Contracting Authority shall use its best efforts to ensure that the Contracting Authority shall:  (a) Provide the Contractor, Sub-Contractors and Personnel with work permits and such other documents as shall be necessary to enable the Contractor, Sub-Contractors or Personnel to perform the Services.  (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Contracting Authority’s country.  (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.  (d) Issue to officials, agents and representatives of the Contracting Authority all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.  (e) Exempt the Contractor and the Personnel and any Sub-Contractors employed by the Contractor for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.  (f) Grant to the Contractor, any Sub-Contractors and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Contracting Authority’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.  (g) Provide to the Contractor, Sub-Contractors and Personnel any such other assistance as may be **specified in the SC**. | |
| 5.2 Access to Land | The Contracting Authority warrants that the Contractor shall have, free of charge, unimpeded access to all land in the Contracting Authority’s country in respect of which access is required for the performance of the Services. The Contracting Authority will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Contractor and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Contractor or any Sub-Contractors or the Personnel of either of them. | |
| 5.3 Change in the Applicable Law Related to Taxes and Duties | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Contractor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b). | |
| 5.4 Services, Facilities and Property of the Contracting Authority | (a) The Contracting Authority shall make available to the Contractor and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix A.  (b) In case that such services, facilities and property shall not be made available to the Contractor as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof pursuant to Clause GC 6.1(c) hereinafter. | |
| 5.5 Payment | In consideration of the Services performed by the Contractor under this Contract, the Contracting Authority shall make to the Contractor such payments and in such manner as is provided by Clause GC 6 of this Contract. | |
| 5.6 Counterpart Personnel | (a) The Contracting Authority shall make available to the Contractor free of charge such professional and support counterpart personnel, to be nominated by the Contracting Authority with the Contractor’s advice, if specified in Appendix A.  (b) If counterpart personnel are not provided by the Contracting Authority to the Contractor as and when specified in Appendix A, the Contracting Authority and the Contractor shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Contracting Authority to the Contractor as a result thereof pursuant to Clause GC 6.1(c) hereof.  (c) Professional and support counterpart personnel, excluding Contracting Authority’s liaison personnel, shall work under the exclusive direction of the Contractor. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Contractor that is consistent with the position occupied by such member, the Contractor may request the replacement of such member, and the Contracting Authority shall not unreasonably refuse to act upon such request. |

6. Payments to the Contractor

|  |  |
| --- | --- |
| 6.1 Cost Estimates; Ceiling Amount | (a) An estimate of the cost of the Services payable in US Dollars is set forth in Appendix C.  (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceiling **specified in the SC.**  (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments shall be made to the Contractor in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments. |
| 6.2 Remuneration and Reimbursable Expenses | ***Option 1: Global Price Contracts***   * + 1. Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Contracting Authority shall pay to the Contractor, in fix instalments, (i) the remuneration as set forth in SC hereunder, and (ii) the reimbursable expenses as set forth in Clause SC hereunder, based on the following Schedule stated in SC.     2. Unless otherwise specified in the SC, the remuneration shall be fixed for the duration of the Contract.   ***Option 2: Fee Based Contracts***  (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Contracting Authority shall pay to the Contractor (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise **specified in the SC**, said remuneration shall be fixed for the duration of the Contract.  (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and **Clause SC 2.3** (or such other date as the Parties shall agree in writing), at the rates referred to in Appendix C to this Contract, and subject to price adjustment, if any, **specified in SC.**  (c) Reimbursable expenses actually and reasonably incurred by the Contractor in the performance of the Services and identified in Appendix C of this Contract, shall not exceed the ceiling **specified in SC.**  (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Contractor shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix B, and (iii) the Contractor’s fee.  (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Contracting Authority, once the applicable salaries and allowances are known.  (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Contractor’s home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month). |
| 6.3 Currency of Payment | All payments shall be made in US Dollars. |
| 6.4 Mode of Billing and Payment | Billings and payments in respect of the Services shall be made as follows:  ***Option 1: Global Price Contracts***   1. All payments under this Contract shall be made to the accounts of the Contractor specified in the SC. 2. Within the number of days after the Effective Date specified in the SC, the Contracting Authority shall cause to be paid to the Contractor advance payments as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Contractor to the Contracting Authority of an advance payment guarantee acceptable to the Contracting Authority in an amount (or amounts) and in a currency specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix D hereto, or in such other form as the Contracting Authority shall have approved in writing. The advance payments will be set off by the Contracting Authority in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off. 3. The payments shall be done within thirty (30) days upon receipt of the original invoice accompanied by the supporting documents to demonstrate the acceptance by the Contracting Authority of the Contractor deliverable which the payment is tight upon.   ***Option 2: Fee Based Contracts***  (a) All payments under this Contract shall be made to the accounts of the Contractor **specified in the SC.**  (b) Within the number of days after the Effective Date specified in the SC, the Contracting Authority shall cause to be paid to the Contractor advance payments as **specified in the SC.** When the SC indicate advance payment, this will be due after provision by the Contractor to the Contracting Authority of an advance payment guarantee acceptable to the Contracting Authority in an amount (or amounts) and in a currency **specified in the SC.** Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix D hereto, or in such other form as the Contracting Authority shall have approved in writing. The advance payments will be set off by the Contracting Authority in equal installments against the statements for the number of months of the Services **specified in the SC** until said advance payments have been fully set off.  (c) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals **otherwise indicated in the SC,** the Contractor shall submit to the Contracting Authority, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.  (d) The Contracting Authority shall pay the Contractor’s statements within sixty (60) days after the receipt by the Contracting Authority of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Contractor, the Contracting Authority may add or subtract the difference from any subsequent payments. Interest at the annual rate **specified in the SC** shall become payable as from the above due date on any amount due by, but not paid on, such due date.  (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Contractor and approved as satisfactory by the Contracting Authority. The Services shall be deemed completed and finally accepted by the Contracting Authority and the final report and final statement shall be deemed approved by the Contracting Authority as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Contracting Authority unless the Contracting Authority, within such ninety (90) day period, gives written notice to the Contractor specifying in detail deficiencies in the Services, the final report or final statement. The Contractor shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Contracting Authority has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Contractor to the Contracting Authority within thirty (30) days after receipt by the Contractor of notice thereof. Any such claim by the Contracting Authority for reimbursement must be made within twelve (12) calendar months after receipt by the Contracting Authority of a final report and a final statement approved by the Contracting Authority in accordance with the above.  (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D , may be charged to the respective contingencies only if such expenditures were approved by the Contracting Authority prior to being incurred.  (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Contractor of any obligations hereunder. |
|  |  |

7. Fairness, Good Faith and Non-Waiver

|  |  |
| --- | --- |
| 7.1 Good Faith | The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| 7.2 Operation of the Contract  7.3 Non waiver  8.1. | The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.  Non waiver means that:   1. 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. 2. 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.   **8. FINANCIAL GUARANTEE (Advance Payment Guarantee)**  Unless otherwise provided for in the Special Conditions, the Contractor shall provide a financial guarantee for the advance payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker’s draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. If the financial guarantee is to be provided in the form of a bank guarantee, a banker’s draft, a certified cheque or a bond it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority. This financial guarantee shall remain valid until it is released by the Contracting Authority as appropriate. Where the Contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.  The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Appendix D.  Should the financial guarantee cease to be valid and the Contractor fail to re-validate it, either a deduction equal to the amount of the pre-financing may be made by the Contracting Authoriryt from future payments due to the Contractor under the contract, or the Coontracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract giving 30 days notice.  If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.  For fee-based contracts, the financial guarantee shall be relased when the advance is reimbursed according to article 6.4 (option two).  For global price contracts, (i) if the contract is not divided between different outputs that the Contracting Authority can approve independently, or has a duration of less than two years, the advance guarantee shall remain in force until the final payment has been made and (ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the Contracting Authority can approve independently, the guarantee shall be released when the pre financing is reimbursed in accordance with article 6.4. |

9. Settlement of Disputes

|  |  |
| --- | --- |
| 9.1 Amicable Settlement | If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply. |
| 9.2 Dispute Resolution | Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions **specified in the SC**. |

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **{1.1(a)}** | **{**The words “in the Contracting Authority’s country” are amended to read “in *[insert name of country]*.”**}** |
| **1.1 (b)** | **The Contracting Authority is: *[ insert the name]*** |
| **1.1 ©** | **The Contractor is: *[ insert the name]*** |
| **1.4** | The language/s is/are *[insert the language/s]*. |
| **1.6** | The addresses are:  Contracting Authority :    Attention :  Facsimile :  Contractor :    Attention :  Facsimile : |
| **{1.8}** | **{**The Member in Charge is *[insert name of member]***}**  ***Note****: If the Contractor consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Contractor consists only of one entity, this Clause SC 1.8 should be deleted from the SC.* |
| **1.9.1** | The Authorized Representatives are:  For the Contracting Authority:  The Task Manager is *[insert the name, title, department organization]*  For the Contractor:  The Project Director is *[insert the name, title, department organization]* |
| **1.9.2** | The Contracting Authority delegates to the Task Manager the following authority under this Contract: *[list the authority of the Task Manager ]* |
| **1.9.4** | The Contractor delegates the Project Director the following authority under this Contract: *[list the authority of the Project ]* |
| **1.10** | Taxes and Duties: It is the responsibility of the Contractor to ensure that they familiarise themselves with the relevant tax regulations in their home country and in Botswana. The Contractor, its sub-contractors and its personnel shall be liable for all applicable taxes. |
| **{2.1}** | **{**The effectiveness conditions are the following: *[insert conditions]***}**  ***Note****: List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the a specific authority, Contracting Authority’s approval of Contractor’s proposals for appointment of specified key staff members, availability of funds, receipt by Contractor of advance payment and by Contracting Authority of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.* |
| **2.2** | The time period shall be *[insert time period, e.g.: four months]*. |
| **2.3** | The time period shall be *[insert time period, e.g.: four months]*. |
| **2.4** | The time period shall be *[insert time period, e.g.: twelve months]*. |
| **{3.4}** | 3.4 Limitation of the Contractors’ Liability towards the Contracting Authority  (a) Except in case of gross negligence or willful misconduct on the part of the Contractors or on the part of any person or firm acting on behalf of the Contractors in carrying out the Services, the Contractors, with respect to damage caused by the Contractors to the Contracting Authority’s property, shall not be liable to the Contracting Authority:  (i) for any indirect or consequential loss or damage; and  (ii) for any direct loss or damage that exceeds by *[insert a multiplier, e.g.: three]* times the total value of the Contract.  (b) This limitation of liability shall not affect the Contractors’ liability, if any, for damage to Third Parties caused by the Contractors or any person or firm acting on behalf of the Contractors in carrying out the Services. |
| **3.5** | The risks and the coverage shall be as follows:  (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 *[insert amount and currency]*;  (b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*;  (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;  (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  (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.  ***Note****: Delete what is not applicable.* |
| **{3.7 (c)}** | **{**The other actions are: *[insert actions]*.**}**  ***Note****: If there are no other actions, delete this Clause SC 3.7. If the Services consist of or include the supervision of civil works, the following action should be inserted:*  **{**taking any action under a civil works contract designating the Contractor as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Contracting Authority as “Employer” is required.**}** |
| **{3.9}** | ***Note****: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.9 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:*  **{**The Contractor shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Contracting Authority.**}**  **{**The Contracting Authority shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Contractor.**}**  **{**Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.**}** |
| **{4.6}** | **{**The person designated as resident Project Director in Appendix B shall serve in that capacity, as specified in Clause GC 4.6.**}**  ***Note****: If there is no such manager, delete this Clause SC 4.6.* |
| **{5.1}** | ***Note****: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.* |
| **{5.1(g)}** | ***Note****: List here any other assistance to be provided by the Contracting Authority. If there is no such other assistance, delete this Clause SC 5.1(g).* |
| **6.1(b)** | The contract ceiling in US $ : *[insert amount ]* |
| **6.2** | **Option 2 Fee based contract**  6.2 (a) Prices shall be fixed and not subject to revision for the duration of the contract.  **6.2(b)** The ceiling for Remuneration is US$ ***[insert the amount]****.*  **6.2(c)** The ceiling for Reimbursable Expenses is US$ ***[insert the amount]*** |
| **6.4(a)** | The contract is *fee based* |
| **6.4(c)** | The interest rate is: *[insert rate]*. |
| **6.4(e)** | The account is: *[ insert the bank account details]* |
| **8** | The Contractor will provide a Finance Guarantee of *[…………….]* USD together with the contract signed. |
| **9.2** | Disputes shall be settled by negotiation and arbitration in accordance with the following provisions:  (a) The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably.  (b) In the event that, through negotiation, the parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of the contract, the parties shall settle the dispute by arbitration.  (c) The arbitral tribunal shall consist of three arbitrators. Each party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within 15 days of receipt of the request for arbitration either party has not appointed an arbitrator, or if within 7 days of the appointment of the two arbitrators the third arbitrator has not been appointed, either party may request an appointing authority agreed by the parties to appoint an arbitrator.  (d) If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within 30 days of the receipt of a party’s request , either party may request the Chairman of the Botswana Institute of Arbitrators to appoint a sole arbitrator.  (e) The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible.  (f) The procedure of arbitration shall be fixed by the arbitral tribunal/sole arbitrator which shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.  (g) The decisions of the arbitral tribunal/sole arbitrator shall be final and binding upon the parties.  (h) The arbitration shall take place in Botswana and the substantive laws of Botswana shall apply.  Nothing in this Clause shall affect the privileges and immunities of SADC as an organisation. |

IV. Appendices

Appendix A – Terms Of Reference

***Note:*** *This Appendix will include the final Terms of Reference worked out by the Contracting Authority and the Contractors during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Contracting Authority, etc.*

Appendix B – Technical Proposal

***Note:*** *List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

Appendix C – Financial Proposal

1. 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 1.1, 1.2, 1.3, 1.4, 1.6 and 1.7 reference to Clause ITB 5.2 (a), (b), (c), (e) and (f). [↑](#footnote-ref-1)
2. **The CV should not exceed eight (8) pages**  [↑](#footnote-ref-2)
3. **3 *The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the contract signed with them.***  [↑](#footnote-ref-3)
4. as per the Data Sheet reference to clause 11.1.7 [↑](#footnote-ref-4)
5. Form FIN-3 shall be filled in for the pool categories of the pool of experts. [↑](#footnote-ref-5)
6. Form FIN-3 shall be filled in for the pool categories of the pool of experts. [↑](#footnote-ref-6)
7. “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes SADC Secretariat staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-7)
8. A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution. [↑](#footnote-ref-8)
9. “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels. [↑](#footnote-ref-9)
10. A “party” refers to a participant in the selection process or contract execution. [↑](#footnote-ref-10)