



OPEN BIDDING REQUEST FOR BIDS (RFB)

Reference Number: *SADC / STATUES FN / 01*

**RFB Title: CONSTRUCTION OF NINE STATUES IN HONOUR OF SADC
FOUNDERS AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA**

1. **SADC Secretariat** is inviting companies to submit bids for the provision of the following services:

Requirement: CONSTRUCTION OF NINE STATUES IN HONOUR OF SADC FOUNDERS AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA.

Quantity	Description
	Detailed specifications are attached on annexure 1 the Terms of Reference

Non-adherence to the above specifications will lead to bid disqualification

2. You should send only **one quotation** for this requirement alternative bid will not be accepted.
3. Your **quotation** should be addressed to this email: **statues@sadc.int**
4. Quotations should be sent to: **statues@sadc.int** only bids submitted to this email will be considered.
5. Deadline for written request for clarifications is **10 October 2022** at 16:30hrs, Botswana Time. Requests for clarifications should be forwarded to Mr. Thomas Chabwera at tchabwera@sadc.int, copied to yphillip@sadc.int and copied to Mr. Martin Malongo at mmalongo@sadc.int
6. Deadline for Responses to requests for clarifications is **13 October 2022, by midnight**. Botswana Time
7. **The deadline for submission of your quotation to the email addresses indicated in item 4 above is: 17 October 2022 at 15:00hrs. Botswana Time. Bids submitted late will be rejected.**
8. Your quotation should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Purchase Order for SADC which is available on request.
 - a) **PRICES**: The prices should be in United States Dollars, including all duties attached to **works contracts** (such as VAT, customs duties, etc.) and transport to the final destination.
 - b) **EVALUATION AND AWARD OF TENDER**: Quotes determined to be administrative and technically compliant to the requirements will be evaluated by comparison of their prices. The award will be made to the bidder scoring the highest total weighted score.

9. The following Compliance Requirements will be evaluated and non-compliance in any of the following shall lead to ***Automatic Disqualification***

- a) Valid and relevant Company Registrations/Certificates of incorporation of the company
- b) Valid Tax Clearance Certificate of the company
- c) Bill of Quantities: Annexures: Only for those statues the vendor is willing to construct. Not necessarily all the nine statues.
- d) Declaration of the Directorship (attached Form B)
- e) Sworn Statement (attached Form A)

10. VALIDITY OF THE OFFER: Your quotations should be valid for a period of 180 days from the date of deadline for submission of quotation.

11. For more details Instructions to bidders and specifications kindly refer to ANNEXTURE 1 TERMS OF REFERENCE

SOUTHERN AFRICAN DEVELOPMENT COMMUNITY

TERMS OF REFERENCE

FOR

**The Construction of Nine Statues in Honour of
SADC Founders at the SADC Headquarters in
Gaborone, Botswana**

FOR

SOUTHERN AFRICAN DEVELOPMENT COMMUNITY

TENDER NO: SADC/ STATUES FN / 01

Version 1.0

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

September 2022

TENDER DOCUMENT (TD)–THE CONSTRUCTION OF NINE STATUES IN HONOUR OF SADC FOUNDERS AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA

The Construction of Nine Statues in Honour of SADC Founders at the SADC Headquarters in Gaborone , Botswana	DATE: September 2022
	REFERENCE: SADC/ STATUES FN / 01

Dear Sir / Madam:

We kindly request you to submit your quotation for the Construction of Nine Statues in Honour of SADC Founders at the SADC Headquarters in Gaborone, Botswana, as detailed in this TD. When preparing your quotation, please be guided by the Bill of Quantities attached hereto as Annex A. You can submit your prices for all the nine statues or only for the selected statues, you are willing to undertake. It is not necessary to submit prices for all the nine statues, you can choose and submit prices for only the ones you are interested to construct.

Tender Documents must be submitted on or before **15:00 hours Botswana Time on 17 October 2022** to the email address below:

statues@sadc.int

THE Head of Procurement
Southern African Development Community
The Construction of Nine Statues in Honor of SADC Founders at the SADC Headquarters in Gaborone, Botswana.
Tender Number: SADC / STATUES FN / 01
Plot 54385 CBD
P / BAG 0095
Gaborone, Botswana

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

Due to COVID19 protocols physical hardcopies will not be accepted.

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

Mr. Martin Malongo
mmalongo@sadc.int

Mr. Thomas Chabwera
tchabwera@sadc.int

Ms. Yaone Phillip-Monkge
yphillip@sadc.int

EXPLANATIONS CONCERNING BIDDING DOCUMENTS

Deadline for request for clarifications is 10 October 2022, 16:30 hours.

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

Deadline for responses to the request for clarifications by the contracting authority is 13 October 2022, by midnight. Botswana Time

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

1: BACKGROUND INFORMATION

During August 2020 Summit, the construction of statues of the nine SADC Founders and Heads of State, was identified as one of the major initiatives to sustain the legacy of SADC Founders in perpetuity. The statues will be viewed as a very useful one-stop-visibility about the Founders and their legacy.

Moreover, the statues purpose is to ensure the permanent survival of the SADC Founders' historical record, Southern Africa liberation struggle and progress made in regional integration, as well as wide accessibility of such information to the public. The statues will display the physical visibility of the founders and enhance the heritage information.

In line with the above, the SADC Secretariat intends to appoint reputable Sculptor Companies to undertake the designs and construction of the nine statues of SADC Founders to be erected at the SADC Headquarters in Gaborone, Botswana. The nine SADC Founders, whose statues are proposed to be constructed are:

- 1) President Julius Kambarage Nyerere of Tanzania
- 2) President Kenneth Kaunda of Zambia
- 3) President Seretse Khama of Botswana
- 4) President Robert Gabriel Mugabe of Zimbabwe
- 5) President Samora Moises Machel of Mozambique
- 6) President Antonio Agostinho Neto of Angola
- 7) President Hastings Kamuzu Banda of Malawi
- 8) King Moshoeshoe 2 of Lesotho
- 9) King Sobhuza 2 of Eswatini

This is an open tender to be advertised in all the 16 SADC Member States. The nine statues will be erected outside the SADC Headquarters offices in Gaborone, Botswana. The client will decide on the exact location to erect the statues within the SADC Headquarters premises. The scope of work for this project is outlined in this tender document as follows:

CLIENT

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

All correspondence shall be addressed to: Email: tchabwera@sadc.int, pchifani@sadc.int, yphillip@sadc.int and copied to mmalongo@sadc.int

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

Botswana
The Physical Address is:
SADC Secretariat
Plot 54385 CBD
Gaborone, Botswana

The contact Address is:

Telephone: +267 3951863
Fax: +267 3951864
Web: www.sadc.int

2. PROJECT SCOPE

In summary, this project involves the Construction, Transportation and Erection of the Statues of the Nine SADC Founders at the SADC Headquarters in Gaborone, Botswana. The sculptor is at liberty to submit prices for all the nine statues or only for the selected statues that he is willing to undertake. It is not necessary to submit prices for all the nine statues, the sculptor can choose and submit prices for only the ones he is interested to construct.

The nine SADC Founders mentioned herein are:

- 1) President Julius Kambarage Nyerere of Tanzania**
- 2) President Kenneth Kaunda of Zambia**
- 3) President Seretse Khama of Botswana**
- 4) President Robert Gabriel Mugabe of Zimbabwe**
- 5) President Samora Moises Machel of Mozambique**
- 6) President Antonio Agostinho Neto of Angola**
- 7) President Hastings Kamuzu Banda of Malawi**
- 8) King Moshoeshoe 2 of Lesotho**
- 9) King Sobhuza 2 of Eswatini**

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

- a) To Design and Construct One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will

be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. **The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.**

- b) To Transport the bronze prototype to the capital cities of the respective nine countries, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototypes to the capital cities and back to their destination. All the other associated expenses to be included when pricing for this item. The capital cities referred herein are for the following countries; Tanzania, Zambia, Botswana, Zimbabwe, Mozambique, Angola, Malawi, Lesotho and Eswatini.
- c) To Design and Construct the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a certificate from the Botswana Bureau of Standards confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.
- d) Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.
- e) To Design and Construct in Gaborone, Botswana of the pedestal or the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected

above the foundation and durability of the foundation. Also, see Annexure B, showing sample foundation.

- f) Erection of the main bronze statue above foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.

3. OTHER DELIVERABLES

- a) Conduct all the necessary tests and commissioning as per the government specifications;
- b) The sculptor will be responsible for obtaining all the approvals and certificates from relevant authorities as necessary;
- c) All work will comply with internationally acceptable standards, statutory and local government requirements;
- d) The design and rehabilitation works shall comply with the applicable statutory regulations to avoid infringing with existing laws, regulations, practices and standards;
- e) The sculptor will provide a level of supervision that will ensure that work is carried out according to design, specifications and programme;
- f) The sculptor shall attend to all defects during defects liability period; and
- g) The sculptor may submit the proposals for any other services and deliverables that they feel may be appropriate for a project of this nature for the client's consideration and approval.

4. PROJECT SPECIFIC CONDITIONS

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

Submission Email address	statues@sadc.int
Method of TD Submission	Only email submissions will be accepted due to COVID19 precautions
Compliance to tender	The following shall constitute compliance to tender: <ul style="list-style-type: none"> 1) Certificate of Incorporation / Company registration certificate 2) Tax Clearance Certificate 3) Bill of Quantities:
Date of Tender advertisement	12 September 2022
Deadline for Requests for Clarifications	10 October 2022, 16:30 hours
Deadline for the responses to the requests for clarifications	13 October 2022, midnight
Submission Deadline Date and time	17 October 2022 at 15:00 hours Botswana Time

Bid Opening	18 October 2022 at 15:00hours Botswana Time
Validity of Quotation	One Hundred Eighty (180) days
Duration of Contract	To be proposed by Bidder
Currency of Quotation	United States Dollars - USD
Payment Terms	As per the Bills of Quantities attached as follows: Certificate 1 Certificate 2 Certificate 3 Certificate 4
Time within which payment to be made after receipt of contractors' certificate.	Forty-Five (45) calendar days after submission of undisputed claim for measured and valued work.
Advance Payment	Advance payment of up to 30% of the contract sum is allowed, but upon the submission of an equivalent bank guarantee, from a corresponding bank domiciled in Botswana.
Repayment Terms for Advance Payment	Will be deducted in Three (03) Equal instalments from Certificates 1,2 and 3
Defects Liability period	Twelve (12) months after practical completion and takeover of project
Amount of retention monies to be released at the end of defects liability period	5% of contract amount
Amount of Ascertained and liquidated damages	0.5% of contract amount for each month delayed
Limit of ascertained and liquidated damages	5% of contract amount
Form of Contract	SADC Standard Contract for Construction Works
Type of Contract	Fixed Price Contract

5. INSTRUCTIONS TO TENDERERS

The successful bidder shall be responsible for the following:

- i. Quality control, testing and surveying when required throughout the project;
- ii. Continuous safety during the construction, Contractor's labourers, inspectors, and any other persons on the site;
- iii. The Contractor is responsible to manage their operations in a safe manner and is responsible for maintaining the safety norms as defined by SADC representatives;
- iv. The contractor has to produce all test certificates from the manufacturer to SADC of all items involved in this project per specifications. The testing and acceptance criteria for all the materials shall comply as per relevant standards;

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

6. GENERAL TERMS AND CONDITIONS

1. The information contained in this TD document or subsequently provided to the Bidders, whether verbally or in documentary or any other form by or on behalf of SADC or any of its employees or advisers, is provided to the Bidders on the terms and conditions set-out in this TD, and such other terms and conditions subject to which, such information is provided. Quotations are invited from Bidders who possess valid statutory registrations and who are capable of undertaking the said scope of Work.
2. This TD is neither an agreement, nor, an offer by SADC to the prospective Bidders or to any other person. The purpose of this TD is to provide the Bidders with the information, which may be useful to them, in the formulation of their Proposal. This TD includes statements, which reflect various assumptions and assessments arrived at by SADC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TD may not be appropriate for all the persons, and it is not possible for SADC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this TD. The assumptions, assessments, statements and information contained in this TD, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis, and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TD, and obtain independent advice from appropriate sources.
3. Information provided in this TD to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given, is not an exhaustive account of statutory requirements, and should not be regarded as a complete or authoritative statement of law. SADC accepts no responsibility for the accuracy, inaccuracy, or otherwise for any interpretation or opinion on the law expressed herein.
4. SADC, its employees and advisers make no representation or warranty, and shall have no liability to any person including any proposer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TD or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TD and any assessment, assumption, statement or information contained therein or deemed to form part of this TD or arising in any way in this award process.
5. SADC also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any Bidder upon the statements contained in this TD. It is the responsibility of the Bidders to make their own assessments in preparing their Proposal.
6. SADC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TD.

7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its quotation including, but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentation, which may be required by SADC or any other cost incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder, and SADC shall not be held liable in any manner whatsoever, for the same, or, for any other costs or, other expense, incurred by any Bidder, in preparation or submission of the quotation, regardless of the conduct or outcome of the selection process.
8. SADC reserves the right to accept or reject any or all quotations; qualify or disqualify any or all Bidders without giving any reason. Further, SADC reserves the right to relax, change, review, revise or/and cancel the eligibility criteria and the TD process, at any time, without prior notice or without assigning any reason whatsoever. This invitation for TD does not give rise to any right in remedy, and is not an offer or invitation to offer.
9. SADC will not entertain any claim for expenses in relation to the preparation of any quotation pursuant hereto.
10. SADC at its absolute discretion, reserves the right, until the closure of the Quotation submission, to modify any proposed terms and conditions set-out in the TD as necessary, including but not limited to cancelling/withdrawing the TD, to meet its objectives and principles as set-out below in this section.
11. SADC reserves the right to accept or reject any or all quotations without assigning any reasons and is not obliged to correspond with the bidders in this regard. Further, SADC reserves the right to change/modify and/or cancel this process at any time without prior notice or without assigning any reasons whatsoever, and this shall be without prejudice to all its right to re-tender at any time in the future and in such case, bidders shall not have any claim arising out of such action.
12. SADC reserves the right to issue amendments to this document by issue of an addendum, at any stage, without liability or any obligation for such invitation and without assigning any reason.
13. Pursuant to the response to this document, it is considered as unconditional acceptance of all the terms and conditions mentioned in this document.
14. All documents and other information submitted along with the quote shall remain or become the property of SADC.
15. The Bidder shall bear all costs associated with the preparation and submission of its quotation.
16. Liability: SADC shall not be liable or held liable for any loss, damage, expenses, costs or liability arising either directly or indirectly, arising out of this TOR. Further, SADC shall not be held liable for any damage or loss caused to the bidder due to injury caused to the personnel.

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

29. Defect Rectification / Liability period shall be for a period of twelve (12) months from issuance of the Practical Completion Certificate and subsequent handing over of the same to SADC.
30. Full Payment will be done after completion of the works as per the scope outlined in Bills of Quantities.
31. Minimum amount of interim certificate of payment shall be 10% of the contract price.
32. If the Bidder fails to complete the scope of Works on or before the Provisional Completion Date, SADC shall levy liquidated damages at 0.5% of the Contract Price for each month of delay; limited to a maximum of 5% of Contract Price.
33. An amount equivalent to 5% (five percent) of the certified gross value of Works done will be deducted and held by SADC as Retention Money. 100% of Retention Money shall be released upon issue of Final Completion Certificate, after the Defects Rectification Period; if the Works are free from Defects and the Contractor has rectified all Defects identified by SADC.
34. The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the award thereof to any official or employee of the Agency. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.
35. The bidder/contractor shall complete the entire works within the period stated in his proposal at time of submission from the date of issuance of commencement letter.

7. EVALUATION OF TENDERS

7.1 SADC Tender Evaluation

At least three (3) SADC officials appointed by the SADC Executive Secretary will conduct the evaluation of tenders.

7.2 SADC Tender Evaluation Stages

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

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

7.3 Evaluation Criteria

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

Table 7.3

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

7.4 Technical Tender Evaluation Criteria

Table 7.4

Evaluation Area	Item Description	Total
Company profile	Facilities and equipment owned by the company	10
	Curriculum vitae and experience of company Directors and key Staff	10
Methodology and Workplans	Technical content of the methodology including project programme and work plan	20
Company Project	Experience of the company in undertaking	50

Reference Experience	and projects of similar nature. List and elaborate all similar project undertaken.	
Quality Assurance	Elaborate any quality assurance initiatives to be undertaken when executing the project.	10
GRAND TOTAL		100

7.5 Assessed Final Weighted Score

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

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

Unless otherwise, the winner will be the bidder with the highest Final Weighted Score.

7.6 Acceptance of Tender

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

8.0 Financial Proposal

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

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

- a) To Design and Construct One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The

prototype will be eventually handed to the client. **The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.**

- b) To Transport the bronze prototype to the capital cities of the respective nine countries, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototypes to the capital cities and back to their destination. All the other associated expenses to be included when pricing for this item. The capital cities referred herein are for the following countries; Tanzania, Zambia, Botswana, Zimbabwe, Mozambique, Angola, Malawi, Lesotho and Eswatini.
- c) To Design and Construct the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a certificate from the Botswana Bureau of Standards confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.
- d) Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.
- e) To Design and Construct in Gaborone, Botswana of the pedestal or the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B, showing sample foundation.

- f) Erection of the main bronze statue above foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.
- g) The bidder is supposed to use the templates provided in Annexure A: Bills of Quantities when pricing. Submission of quotations using any other format will not be accepted and the tender will be disqualified
- h) The prices to include 5 % contingencies and 14% vat as shown in the Financial Template summary sheet. The contingency amount to be used after approval by SADC

ANNEXURE A 1: BILLS OF QUANTITIES;**FINANCIAL PROPOSAL FOR THE CONSTRUCTION OF A STATUE IN HONOUR OF PRESIDENT JULIUS NYERERE AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
1	The Construction of a Statue in Honour of President Nyerere at the SADC Headquarters in Gaborone, Botswana.				
1.01	<p>Completion and approval of the Design and Construction of One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.</p> <p>(Certificate 1)</p>	Lump sum			
1.02	<p>To Transport the bronze prototype to Tanzania capital city, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototype to Tanzania and back to their destination. All the other associated expenses to be included when pricing for this item.</p> <p>(Certificate 1)</p>	Lump sum			
1.03	<p>Completion and approval of the Design and Construction of the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a certificate from the Botswana Bureau of Standards</p>	Lump sum			

Tender Document – Construction of Nine Statues in Honor of SADC Founders

	<p>confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.</p> <p>. (Certificate 2)</p>				
1.04	<p>Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue</p> <p>. (Certificate 2)</p>	Lump sum			
1.05	<p>Completion and Approval of Designs and Construction in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B showing sample foundation. (Certificate 3)</p>	Lump Sum			
1.06	<p>Erection of the main bronze statue above the foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.</p> <p>(Certificate 4)</p>	Lump Sum			
Total Carried to summary					

SUMMARY A1; PRESIDENT NYERERE STATUE

SECTION	DESCRIPTION	AMOUNT (USD)
1.01	Designing and Constructing of one bronze Prototype	
1.02	Transporting the bronze prototype and sculptors to Tanzania, for approval.	
1.03	Designing and Constructing the main bronze statue	
1.04	Transporting the main bronze statue and other crew to Gaborone , Botswana , for erection	
1.05	Designing and Constructing in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite.	
1.06	Erecting the main bronze statue above foundation in Gaborone, Botswana.	
SUB-TOTAL		
ADD 5 % CONTINGENCIES		
SUB-TOTAL		
ADD 14 % VAT		
GRAND TOTAL		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS : D1	
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ANNEXURE A 2: BILLS OF QUANTITIES;**FINANCIAL PROPOSAL FOR THE CONSTRUCTION OF A STATUE IN HONOUR OF PRESIDENT KENNETH KAUNDA AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
2	The Construction of a Statue in Honour of President Kaunda at the SADC Headquarters in Gaborone, Botswana.				
2.01	<p>Completion and approval of the Design and Construction of One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.</p> <p>(Certificate 1)</p>	Lump sum			
2.02	<p>To Transport the bronze prototype to Zambia capital city, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototype to Zambia and back to their destination. All the other associated expenses to be included when pricing for this item.</p> <p>(Certificate 1)</p>	Lump sum			
2.03	<p>Completion and approval of the Design and Construction of the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a</p>	Lump sum			

Tender Document – Construction of Nine Statues in Honor of SADC Founders

	<p>certificate from the Botswana Bureau of Standards confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.</p> <p>. (Certificate 2)</p>				
2.04	<p>Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue</p> <p>. (Certificate 2)</p>	Lump sum			
2.05	<p>Completion and Approval of Designs and Construction in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B showing sample foundation. (Certificate 3)</p>	Lump Sum			
2.06	<p>Erection of the main bronze statue above the foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.</p> <p>(Certificate 4)</p>	Lump Sum			
Total Carried to summary					

SUMMARY A2; PRESIDENT KAUNDA STATUE

SECTION	DESCRIPTION	AMOUNT (USD)
2.01	Designing and Constructing of one bronze Prototype	
2.02	Transporting the bronze prototype and sculptors to Zambia, for approval.	
2.03	Designing and Constructing the main bronze statue	
2.04	Transporting the main bronze statue and other crew to Gaborone , Botswana , for erection	
2.05	Designing and Constructing in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite.	
2.06	Erecting the main bronze statue above foundation in Gaborone, Botswana.	
SUB-TOTAL		
ADD 5 % CONTINGENCIES		
SUB-TOTAL		
ADD 14 % VAT		
GRAND TOTAL		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS : D2	
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ANNEXURE A 3: BILLS OF QUANTITIES;**FINANCIAL PROPOSAL FOR THE CONSTRUCTION OF A STATUE IN HONOUR OF PRESIDENT SERETSE KHAMA AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
3	The Construction of a Statue in Honour of President Khama at the SADC Headquarters in Gaborone, Botswana.				
3.01	<p>Completion and approval of the Design and Construction of One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.</p> <p>(Certificate 1)</p>	Lump sum			
3.02	<p>To Transport the bronze prototype to Botswana capital city, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototype to Botswana and back to their destination. All the other associated expenses to be included when pricing for this item.</p> <p>(Certificate 1)</p>	Lump sum			
3.03	<p>Completion and approval of the Design and Construction of the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a certificate from the Botswana Bureau of Standards</p>	Lump sum			

Tender Document – Construction of Nine Statues in Honor of SADC Founders

	<p>confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.</p> <p>. (Certificate 2)</p>				
3.04	<p>Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue</p> <p>. (Certificate 2)</p>	Lump sum			
3.05	<p>Completion and Approval of Designs and Construction in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B showing sample foundation. (Certificate 3)</p>	Lump Sum			
3.06	<p>Erection of the main bronze statue above the foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.</p> <p>(Certificate 4)</p>	Lump Sum			
Total Carried to summary					

SUMMARY A3; PRESIDENT KHAMA STATUE

SECTION	DESCRIPTION	AMOUNT (USD)
3.01	Designing and Constructing of one bronze Prototype	
3.02	Transporting the bronze prototype and sculptors to Botswana, for approval.	
3.03	Designing and Constructing the main bronze statue	
3.04	Transporting the main bronze statue and other crew to Gaborone , Botswana , for erection	
3.05	Designing and Constructing in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite.	
3.06	Erecting the main bronze statue above foundation in Gaborone, Botswana.	
SUB-TOTAL		
ADD 5 % CONTINGENCIES		
SUB-TOTAL		
ADD 14 % VAT		
GRAND TOTAL		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS : D3	
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ANNEXURE A 4: BILLS OF QUANTITIES;**FINANCIAL PROPOSAL FOR THE CONSTRUCTION OF A STATUE IN HONOUR OF PRESIDENT ROBERT MUGABE AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
4	The Construction of a Statue in Honour of President Mugabe at the SADC Headquarters in Gaborone, Botswana.				
4.01	<p>Completion and approval of the Design and Construction of One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.</p> <p>(Certificate 1)</p>	Lump sum			
4.02	<p>To Transport the bronze prototype to Zimbabwe capital city, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototype to Zimbabwe and back to their destination. All the other associated expenses to be included when pricing for this item.</p> <p>(Certificate 1)</p>	Lump sum			
4.03	<p>Completion and approval of the Design and Construction of the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a certificate from the Botswana</p>	Lump sum			

	<p>Bureau of Standards confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.</p> <p>. (Certificate 2)</p>				
4.04	<p>Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue</p> <p>. (Certificate 2)</p>	Lump sum			
4.05	<p>Completion and Approval of Designs and Construction in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B showing sample foundation. (Certificate 3)</p>	Lump Sum			
4.06	<p>Erection of the main bronze statue above the foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.</p> <p>(Certificate 4)</p>	Lump Sum			
Total Carried to summary					

SUMMARY A4; PRESIDENT MUGABE STATUE

SECTION	DESCRIPTION	AMOUNT (USD)
4.01	Designing and Constructing of one bronze Prototype	
4.02	Transporting the bronze prototype and sculptors to Zimbabwe, for approval.	
4.03	Designing and Constructing the main bronze statue	
4.04	Transporting the main bronze statue and other crew to Gaborone , Botswana , for erection	
4.05	Designing and Constructing in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite.	
4.06	Erecting the main bronze statue above foundation in Gaborone, Botswana.	
SUB-TOTAL		
ADD 5 % CONTINGENCIES		
SUB-TOTAL		
ADD 14 % VAT		
GRAND TOTAL		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS : D4	
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ANNEXURE A 5: BILLS OF QUANTITIES;**FINANCIAL PROPOSAL FOR THE CONSTRUCTION OF A STATUE IN HONOUR OF PRESIDENT SAMORA MACHEL AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
5	The Construction of a Statue in Honour of President Machel at the SADC Headquarters in Gaborone, Botswana.				
5.01	<p>Completion and approval of the Design and Construction of One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.</p> <p>(Certificate 1)</p>	Lump sum			
5.02	<p>To Transport the bronze prototype to Mozambique capital city, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototype to Mozambique and back to their destination. All the other associated expenses to be included when pricing for this item.</p> <p>(Certificate 1)</p>	Lump sum			
5.03	<p>Completion and approval of the Design and Construction of the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor</p>	Lump sum			

	<p>has to submit to SADC a certificate from the Botswana Bureau of Standards confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.</p> <p>. (Certificate 2)</p>				
5.04	<p>Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue</p> <p>. (Certificate 2)</p>	Lump sum			
5.05	<p>Completion and Approval of Designs and Construction in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B showing sample foundation. (Certificate 3)</p>	Lump Sum			
5.06	<p>Erection of the main bronze statue above the foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.</p> <p>(Certificate 4)</p>	Lump Sum			
Total Carried to summary					

SUMMARY A5; PRESIDENT MACHEL STATUE

SECTION	DESCRIPTION	AMOUNT (USD)
5.01	Designing and Constructing of one bronze Prototype	
5.02	Transporting the bronze prototype and sculptors to Mozambique, for approval.	
5.03	Designing and Constructing the main bronze statue	
5.04	Transporting the main bronze statue and other crew to Gaborone , Botswana , for erection	
5.05	Designing and Constructing in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite.	
5.06	Erecting the main bronze statue above foundation in Gaborone, Botswana.	
SUB-TOTAL		
ADD 5 % CONTINGENCIES		
SUB-TOTAL		
ADD 14 % VAT		
GRAND TOTAL		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS : D5	
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ANNEXURE A 6: BILLS OF QUANTITIES;**FINANCIAL PROPOSAL FOR THE CONSTRUCTION OF A STATUE IN HONOUR OF PRESIDENT AGUSTINHO NETO AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
6	The Construction of a Statue in Honour of President Neto at the SADC Headquarters in Gaborone, Botswana.				
6.01	<p>Completion and approval of the Design and Construction of One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.</p> <p>(Certificate 1)</p>	Lump sum			
6.02	<p>To Transport the bronze prototype to Angola capital city, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototype to Angola and back to their destination. All the other associated expenses to be included when pricing for this item.</p> <p>(Certificate 1)</p>	Lump sum			
6.03	<p>Completion and approval of the Design and Construction of the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a certificate from the Botswana</p>	Lump sum			

	<p>Bureau of Standards confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.</p> <p>. (Certificate 2)</p>				
6.04	<p>Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue</p> <p>. (Certificate 2)</p>	Lump sum			
6.05	<p>Completion and Approval of Designs and Construction in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B showing sample foundation. (Certificate 3)</p>	Lump Sum			
6.06	<p>Erection of the main bronze statue above the foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.</p> <p>(Certificate 4)</p>	Lump Sum			
Total Carried to summary					

SUMMARY A6; PRESIDENT NETO STATUE

SECTION	DESCRIPTION	AMOUNT (USD)
6.01	Designing and Constructing of one bronze Prototype	
6.02	Transporting the bronze prototype and sculptors to Angola, for approval.	
6.03	Designing and Constructing the main bronze statue	
6.04	Transporting the main bronze statue and other crew to Gaborone , Botswana , for erection	
6.05	Designing and Constructing in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite.	
6.06	Erecting the main bronze statue above foundation in Gaborone, Botswana.	
SUB-TOTAL		
ADD 5 % CONTINGENCIES		
SUB-TOTAL		
ADD 14 % VAT		
GRAND TOTAL		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS: D6	
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ANNEXURE A 7: BILLS OF QUANTITIES;**FINANCIAL PROPOSAL FOR THE CONSTRUCTION OF A STATUE IN HONOUR OF PRESIDENT KAMUZU BANDA AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
7	The Construction of a Statue in Honour of President Banda at the SADC Headquarters in Gaborone, Botswana.				
7.01	<p>Completion and approval of the Design and Construction of One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.</p> <p>(Certificate 1)</p>	Lump sum			
7.02	<p>To Transport the bronze prototype to Malawi capital city, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototype to Malawi and back to their destination. All the other associated expenses to be included when pricing for this item.</p> <p>(Certificate 1)</p>	Lump sum			
7.03	<p>Completion and approval of the Design and Construction of the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a certificate from the Botswana</p>	Lump sum			

	<p>Bureau of Standards confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.</p> <p>. (Certificate 2)</p>				
7.04	<p>Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue</p> <p>. (Certificate 2)</p>	Lump sum			
7.05	<p>Completion and Approval of Designs and Construction in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B showing sample foundation. (Certificate 3)</p>	Lump Sum			
7.06	<p>Erection of the main bronze statue above the foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.</p> <p>(Certificate 4)</p>	Lump Sum			
Total Carried to summary					

SUMMARY A7; PRESIDENT BANDA STATUE

SECTION	DESCRIPTION	AMOUNT (USD)
7.01	Designing and Constructing of one bronze Prototype	
7.02	Transporting the bronze prototype and sculptors to Malawi, for approval.	
7.03	Designing and Constructing the main bronze statue	
7.04	Transporting the main bronze statue and other crew to Gaborone , Botswana , for erection	
7.05	Designing and Constructing in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite.	
7.06	Erecting the main bronze statue above foundation in Gaborone, Botswana.	
SUB-TOTAL		
ADD 5 % CONTINGENCIES		
SUB-TOTAL		
ADD 14 % VAT		
GRAND TOTAL		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS : D7	
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ANNEXURE A 8: BILLS OF QUANTITIES;**FINANCIAL PROPOSAL FOR THE CONSTRUCTION OF A STATUE IN HONOUR OF KING MOSHOESHOE 2 AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
8	The Construction of a Statue in Honour of King Mashoeshoe 2 at the SADC Headquarters in Gaborone, Botswana.				
8.01	<p>Completion and approval of the Design and Construction of One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.</p> <p>(Certificate 1)</p>	Lump sum			
8.02	<p>To Transport the bronze prototype to Lesotho capital city, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototype to Lesotho and back to their destination. All the other associated expenses to be included when pricing for this item.</p> <p>(Certificate 1)</p>	Lump sum			
8.03	<p>Completion and approval of the Design and Construction of the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a certificate from the Botswana</p>	Lump sum			

	<p>Bureau of Standards confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.</p> <p>. (Certificate 2)</p>				
8.04	<p>Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue</p> <p>. (Certificate 2)</p>	Lump sum			
8.05	<p>Completion and Approval of Designs and Construction in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B showing sample foundation. (Certificate 3)</p>	Lump Sum			
8.06	<p>Erection of the main bronze statue above the foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.</p> <p>(Certificate 4)</p>	Lump Sum			
Total Carried to summary					

SUMMARY A8; KING MOSHOESHOE 2 STATUE

SECTION	DESCRIPTION	AMOUNT (USD)
8.01	Designing and Constructing of one bronze Prototype	
8.02	Transporting the bronze prototype and sculptors to Lesotho, for approval.	
8.03	Designing and Constructing the main bronze statue	
8.04	Transporting the main bronze statue and other crew to Gaborone , Botswana , for erection	
8.05	Designing and Constructing in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite.	
8.06	Erecting the main bronze statue above foundation in Gaborone, Botswana.	
SUB-TOTAL		
ADD 5 % CONTINGENCIES		
SUB-TOTAL		
ADD 14 % VAT		
GRAND TOTAL		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS : D8	
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ANNEXURE A 9: BILLS OF QUANTITIES;**FINANCIAL PROPOSAL FOR THE CONSTRUCTION OF A STATUE IN HONOUR OF KING SOBHUZA 2 AT THE SADC HEADQUARTERS IN GABORONE, BOTSWANA.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
9	The Construction of a Statue in Honour of King Sobhuza 2 at the SADC Headquarters in Gaborone, Botswana.				
9.01	<p>Completion and approval of the Design and Construction of One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.</p> <p>(Certificate 1)</p>	Lump sum			
9.02	<p>To Transport the bronze prototype to Eswatini capital city, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototype to Eswatini and back to their destination. All the other associated expenses to be included when pricing for this item.</p> <p>(Certificate 1)</p>	Lump sum			
9.03	<p>Completion and approval of the Design and Construction of the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a certificate from the Botswana</p>	Lump sum			

	<p>Bureau of Standards confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.</p> <p>. (Certificate 2)</p>				
9.04	<p>Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue</p> <p>. (Certificate 2)</p>	Lump sum			
9.05	<p>Completion and Approval of Designs and Construction in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B showing sample foundation. (Certificate 3)</p>	Lump Sum			
9.06	<p>Erection of the main bronze statue above the foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.</p> <p>(Certificate 4)</p>	Lump Sum			
Total Carried to summary					

SUMMARY A9; KING SOBHUZA 2 STATUE

SECTION	DESCRIPTION	AMOUNT (USD)
9.01	Designing and Constructing of one bronze Prototype	
9.02	Transporting the bronze prototype and sculptors to Eswatini, for approval.	
9.03	Designing and Constructing the main bronze statue	
9.04	Transporting the main bronze statue and other crew to Gaborone , Botswana , for erection	
9.05	Designing and Constructing in Gaborone, Botswana of the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite.	
9.06	Erecting the main bronze statue above foundation in Gaborone, Botswana.	
SUB-TOTAL		
ADD 5 % CONTINGENCIES		
SUB-TOTAL		
ADD 14 % VAT		
GRAND TOTAL		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS : D9	
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ANNEXURE B: SAMPLE PHOTO OF STATUE AND FOUNDATION





STANDARD CONTRACT TEMPLATE

TO BE COMPLETED BY THE WINNING BIDDER ONLY

STANDARD CONTRACT

For

WORKS

Contract Number: SADC/ STATUES FN / 01

For

**The Construction of Nine Statues in Honour of SADC Founders at
the SADC Headquarters in Gaborone, Botswana**

Between

THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) SECRETARIAT

(‘The Contracting Authority’),

And

(‘the Contractor’)

September 2022

This CONTRACT (hereinafter called the “Contract”) is made this _____ day of the month of _____, 2022

Between,

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

And

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

Jointly referred to as “the Parties”,

WHEREAS the Contracting Authority desires to have the Works namely the Construction of Nine Statues in Honour of SADC Founders at the SADC Headquarters in Gaborone, Botswana as enumerated and referred to in this Contract: Tender Document, Contractor’s Bid, Contract Award letter and Acceptance to Award of contract annexed to this Contract;

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

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

The Parties do hereby agree as follows:

1. Definitions

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

2. Documents forming the Contract

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

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

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

3. Effective date and contract period

3.1 The Contractor shall execute and complete the Works within the period ofweeks from the date of commencement of Works as indicated in writing by the Project Manager. The effective date shall be the last day of signature by either of the parties. The commencement date shall be 30 days from the effective date

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

4. Works

In consideration of the payments to be made by the Contracting Authority to the Contractor as stated in Clause 5 below, the Contractor undertakes to execute and complete the Works namely the Construction of Nine Statues in Honour of SADC Founders at the SADC Headquarters in Gaborone, Botswana and remedying of defects therein in full compliance with the provisions of this Contract. The work shall be carried out as detailed in the Tender Documents i.e. Annex, and will involve, among others:

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

- a) To Design and Construct One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype.
- b) To Transport the bronze prototype to the capital cities of the respective nine countries, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototypes to the capital cities and back to their destination. All the other associated expenses to be included when pricing for this item. The capital cities referred herein are for the following countries; Tanzania, Zambia, Botswana, Zimbabwe, Mozambique, Angola, Malawi, Lesotho and Eswatini.
- c) To Design and Construct the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a certificate from the Botswana Bureau of Standards confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue.
- d) Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.
- e) To Design and Construct in Gaborone, Botswana of the pedestal or the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately

1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B, showing sample foundation.

- f) Erection of the main bronze statue above foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue.

5. Contract Price and Payment

- 5.1 In consideration for the Contractor's execution and completion of the Works and remedying of defects therein, the Contracting Authority shall pay the Contractor an amount of only VAT inclusive.
- 5.2 This is a fixed price contract therefore the price shall be fixed for the duration of the Contract.
- 5.3 Payments shall be made as per the undisputed certificate approved by the Project Manager.
- 5.4 Subject to Sub-clause 5.7 below, payments shall be made according to the Bills of Quantities in the Tender Documents and according to the milestones and deliverables stated therein namely:
 - a) To Design and Construct One (1) prototype (miniature version of the statue) of approximately 300 mm long. The sculptor is to provisionally price for the construction of one prototype. The clay stage of the prototype will have to be constructed repeatedly, until the right version, representing all the specified features of the Head of State is achieved. The client must approve the right prototype at clay stage, before the sculptor is allowed to proceed with the construction of the bronze prototype. The approval of the clay stage of the prototype will be done virtually, while the approval of the bronze prototype will be done physically. The prototype should be made of bronze, and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The prototype will be eventually handed to the client. The client will provide the preferred photos of the Heads of state for the sculptor to mimic when designing

and constructing the prototypes and the main statue. The construction of the main statue will be allowed to proceed after the approval of the bronze prototype. **(Certificate 1)**

- b) To Transport the bronze prototype to the capital cities of the respective nine countries, for approval, before proceeding with the construction of the main statue. This will involve the sculptor to travel with the prototypes to the capital cities and back to their destination. All the other associated expenses to be included when pricing for this item. The capital cities referred herein are for the following countries; Tanzania, Zambia, Botswana, Zimbabwe, Mozambique, Angola, Malawi, Lesotho and Eswatini. **(Certificate 1)**
- c) To Design and Construct the Main bronze statue, including modelling, bronze cast and erection of the statue above the foundation. The main statue should be made of bronze and the sculptor is to submit proof of authenticity to confirm that the material used is bronze. The sculptor has to submit to SADC a certificate from the Botswana Bureau of Standards confirming that the material used for making the statue is bronze. The size of the main statue to be approximately 1400mm high and 600mm wide. The exact dimensions of the statue to be decided by the sculptor. Also, see Annexure B, showing sample statue. The clay stage of the main statue must be approved, before proceeding with the construction of the bronze main statue. **(Certificate 2)**
- d) Transportation of the main bronze statue to the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue. **(Certificate 2)**
- e) To Design and Construct in Gaborone, Botswana of the pedestal or the reinforced concrete foundation for the statue, including provision and fixing of 40mm thick black granite. The granite to be provided only above ground level. The Dimension of the reinforced concrete foundation to be approximately 1000mm wide x 1000mm long x 1500mm depth. For the foundation depth, it is expected that 1000mm will be below ground level and 500mm above ground level. The exact dimensions of the concrete foundation to be decided by the design engineer. Construction will include all the excavations, backfilling, and compacting, carting away surplus material, shuttering, fixing reinforcement, casting concrete, and curing concrete. The sculptor must engage a professional civil engineer to undertake the designs of the foundation and supervise the construction of the foundation. The foundation designs will be presented to the client before construction commences. The professional Civil engineer will design and decide on the foundation depth below the ground and other relevant details. This is to ensure stability of the statue to be erected above the foundation and durability of the foundation. Also, see Annexure B, showing sample foundation. **(Certificate 3)**

- f) Erection of the main bronze statue above foundation, at the SADC Headquarters in Gaborone, Botswana. This must include all the other associated expenses, including expenses for the crew who will be erecting the statue. **(Certificate 4)**

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

6 Retention Money

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

7 Defect Rectification / Liability period

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

8 Status of the Contractor

- 8.1 For the duration of the Contract, the Contractor and its personnel shall have a status similar to the Procuring Entity's independent contractor. Neither the Contractor nor Contractor's personnel shall be deemed as employees of the Contracting Authority

for purposes of this Contract, nor shall be entitled to any SADC employee benefit or insurance programs.

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

9 Project Manager

The Contracting Authority appoints Engineer Martin Malongo to be its Project Manager for the purposes of this Contract.

10 Liquidated Damages

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

11 Force Majeure

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

reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

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

12 Suspension and Termination

12.1 Suspension

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

12.2 Termination

12.2.1 Termination by the Contracting Authority

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

- (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as per served notice, within thirty (30) days of receipt of such notice or within such further period as the Contracting Authority may have subsequently approved in writing.
- (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any

agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

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

12.2.2 Termination by the Contractor

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

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

12.2.3 Entitlements upon Termination

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

13 Dispute Resolution and applicable law:

- 13.1 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably.
- 13.2 In the event that, through negotiation, the parties fail to amicably resolve a dispute arising from the conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by way of arbitration.
- 13.3 The arbitration process shall commence by either party issuing to the other a request to submit the dispute to arbitration.
- 13.4 The arbitral tribunal shall consist of three arbitrators. Each party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within seven (7) days of the appointment of the arbitrators the third arbitrator has not been appointed, either party may request the appointing authority agreed by the parties to appoint the third arbitrator.
- 13.5 If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the third arbitrator within sixty days of the receipt of a party's request therefor, either party may request the Institute of Arbitrators, Botswana to appoint the third arbitrator.
- 13.6 If within 15 days of receipt of the request for arbitration under Sub-clause 13.3 above either party has not appointed an arbitrator, the other party may request the Institute of Arbitrators, Botswana to appoint the sole arbitrator.
- 13.7 The procedure of arbitration shall be fixed by the arbitral tribunal or sole arbitrator, which or who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- 13.8 The decisions of the arbitral tribunal or sole arbitrator shall be final and binding upon the parties.
- 13.9 The arbitration shall take place in Botswana and the arbitral tribunal or sole arbitrator shall apply general principles of contract law to determine merits of the dispute.

14 Privileges and Immunities

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

15 Amendment

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

16 Entire Agreement

This Contract and any annexes hereto shall constitute the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Contract except as specifically set forth in this Contract and any annexes hereto.

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

For the Contractor

Name:

Title:

Date:

Place:

For the Contracting Authority

Name:

Title:

Date:

Place:

Form A - TEMPLATE OF THE SWORN STATEMENT

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

<Date>

To: Southern African Development Community (SADC) Secretariat

CBD Plot 54385

Gaborone, Botswana

Your ref: < Publication reference >

Dear Sir/Madam

In response to your request for bids < Publication reference >, we, < Name(s) of legal entity or entities>, hereby declare that we do not fall into any of the following situations:

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

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

Form B - Bidder Information Form

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

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

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

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

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

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

Tender Document – Construction of Nine Statues in Honor of SADC Founders

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]*