



OPEN BIDDING REQUEST FOR BIDS (RFB)

Reference Number: *SADC / RPTC / SOLAR / 02*

**RFB Title: PROVISION OF SOLAR ENERGY AT THE SADC REGIONAL
PEACEKEEPING TRAINING CENTRE IN HARARE, ZIMBABWE.**

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

***Requirement: PROVISION OF SOLAR ENERGY AT THE SADC REGIONAL
PEACEKEEPINT TRAINING CENTRE IN HARARE, ZIMBABWE***

<i>Quantity</i>	<i>Description</i>
	<i>Detailed specifications are attached on annexure 1 The Tender Document</i>

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:
<https://collab.sadc.int/s/a3YfJmtNDstNFHP> Bidders are advised to submit their proposals during working hours for support in case of any technical problems. The technical support team will not be available after working hours
4. Quotations should be sent to: <https://collab.sadc.int/s/a3YfJmtNDstNFHP> Bidders are advised to submit their proposals during working hours for support in case of any technical problems. The technical support team will not be available after working hours only bids submitted to this email will be considered.
5. There will be a compulsory site visit on the 15 December 2022 at the SADC RPTC Offices in Harare, Zimbabwe. The site visit will commence from 09am to 11 am Zimbabwe Time . Bidders who won't show up in the site visit will be disqualified. Bidders arriving after 11am will not be accepted.
6. Deadline for written request for clarifications is **06 January 2023** at 16:30hrs, Zimbabwe Time. Requests for clarifications should be forwarded to Mr. kudakwashe Mwale at kmwale@sadc.int and copied to Eng. Martin Malongo at mmalongo@sadc.int
7. Deadline for Responses to requests for clarifications is 10 January 2023 at **00:00hrs**.Zimbabwe Time
8. **The deadline for submission of your quotation to the email addresses indicated in item 4 above is: 17 January 2023 at 00:00hrs. Zimbabwe Time. Bids Submitted late will be rejected.**
9. 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 the sale of the **goods** (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 offering an administratively and technically compliant quotation at the lowest total price.
10. The following Compliance Requirements will be evaluated and non-compliance in any of the following shall lead to **Automatic Disqualification**
 - i. Annex A – Bill of Quantity Form
 - ii. Annex B – Bidding Form
 - iii. Annex C – Litigation Status,

- iv. Annex D – Power of Attorney
- v. Certificate of incorporation / Company registration certificate
- vi. Tax clearance certificate
- vii. Compulsory site visit
- viii. Directors and shareholders declaration form
- ix. Sworn in statement (sworn at Commissioner of Oath or Notary)
- x. Initials at each page by signatories
- xi. Valid VAT Certificates Where applicable

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

12. For more details Instructions to bidders and specifications kindly refer to ANNEXTURE 1 TENDER DOCUMENT



SOUTHERN AFRICAN DEVELOPMENT COMMUNITY.

TENDER DOCUMENT

FOR

PROVISION OF SOLAR ENERGY SYSTEM

FOR

SADC REGIONAL PEACEKEEPING TRAINING CENTRE

TENDER NO: SADC/ RPTC / SOLAR / 02

Version 1.1

**SADC RPTC
CRICHTON AVENUE
MARLBOROUGH
HARARE
ZIMBABWE**

DECEMBER 2022

TENDER DOCUMENT (TD) – PROVISION OF SOLAR ENERGY SYSTEM AT THE SADC REGIONAL PEACEKEEPING TRAINING CENTRE

Provision of Solar Energy System at the SADC Regional Peacekeeping Training Centre	DATE: DECEMBER 2022
	REFERENCE: SADC / RPTC / SOLAR / 02

Dear Sir / Madam:

We kindly request you to submit your quotation for the Provision of Solar Energy System at the SADC Regional Peacekeeping Training Centre, as detailed in item 2 of this TD . When preparing your quotation, please be guided by the Bill of Quantities attached hereto as Annex A.

Tender Documents must be submitted on or before **00:00 hours Zimbabwe Time on 17 January 2023** to the email address below:

<https://collab.sadc.int/s/a3YfJmtNDstNFHP> Bidders are advised to submit their proposals during working hours for support in case of any technical problems. The technical support team will not be available after working hours

**THE Head of Procurement
Southern African Development Community
The Provision of Solar Energy at the SADC Regional Peacekeeping
Training Centre in Harare, Zimbabwe.
Tender Number: SADC / RPTC / SOLAR / 02
Plot 54385 CBD
P / BAG 0095
Gaborone, Botswana**

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

Due to COVID19 protocols physical hardcopies will not be accepted.

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

Eng. Martin Malongo
mmalongo@sadc.int

Mr kudukwashe Mwale
kmwale@sadc.int

EXPLANATIONS CONCERNING BIDDING DOCUMENTS

Deadline for request for clarifications is 06 January 2023 at 16:30hrs Zimbabwe Time

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 10 January 2023, at 00:00hrs. Zimbabwe Time

Deadline for submission of the bids: 17 January 2023 at 00:00 Hours Zimbabwe Time

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

Yours faithfully



Thomas Chabwera

Head of Procurement

1: BACKGROUND INFORMATION

- i. The Southern African Development Community Regional Peacekeeping Training Centre (SADC RPTC) is a unit under the Directorate of the Organ on Politics Defence and Security Affairs (OPDSA) of the SADC Secretariat, whose overall goal is to “enhance capacity of SADC at Regional and Member States levels, to coordinate and ensure interoperability of various components and member states in regional and international peacekeeping and multidimensional peace support operations”. This goal is achieved by providing training courses to civilian, military, correctional and police personnel from member states as to enable them participate in Peace Support Operations. The SADC RPTC is located at Crichton Ave, Marlborough, Harare, Zimbabwe.
- ii. There have been frequent power outages in Harare, which disrupted the operations at the SADC RPTC buildings and external services. Hence, the objective of this project is to provide the SADC RPTC offices with solar energy system as an alternative source of energy to avoid disruptions of the operations.
- iii. For this purpose, SADC RPTC intends to appoint an energy contractor/consultant with expertise in solar energy systems to provide solar energy at the SADC Regional Peacekeeping Training Centre (hereinafter referred to as the “**Project**”), as detailed in this TD and in this connection invites quotations from the Bidders for carrying out / executing the Project.

2. PROJECT SCOPE

1. This project will involve the provision of solar power to the following buildings namely:
 - i. Administration block
 - ii. Conference rooms block
2. The contractor may submit any extra proposal for client consideration during tender submissions
3. The summary of the work to be done by the contractor, but not limited to, is as follows:
 - i. Conduct a site inspection to assess and determine the available space to install solar panels. The size of SADC RPTC compound is approximately 15.6 hectares, out of which approximately 30% is developed.
 - ii. Conduct a site inspection to assess and determine the energy demand of the administration block and conference rooms block
 - iii. Provide an adequate solar energy as an alternative source of energy to the administration block and conference services block , including all associated works like cabling to the points of demand , including testing and commissioning of the system
 - iv. Provide Operational and maintenance manuals of the installed solar energy system, in hard and soft copies.
 - v. Provide manufacturer's warranty for the equipment and guarantee for the entire installation.
 - vi. Allow a budget amount to undertake operations and maintenance of the entire solar power system for the first two years.
 - vii. Submit all the technical details of the solar energy system to be installed , in hard and soft copies
 - viii. Submit as built drawings of the entire solar power system installed , in hard and soft copies

Other deliverables:

- ix. Conduct all the necessary tests and commissioning as per the government specifications
- x. The contractor will be responsible for obtaining all the approvals and certificates from relevant authorities as necessary
- xi. All work will comply with internationally acceptable standards, statutory and local government requirements.

- xii. The design and rehabilitation works shall comply with the applicable statutory regulations to avoid infringing with existing laws, regulations, practices and standards.
- xiii. The contractor will provide a level of supervision that will ensure that work is carried out according to design, specifications and programme.
- xiv. The contractor shall attend to all defects during defects liability period.
- xv. The contractor may submit the proposals for any other services that he feels may be appropriate for a project of this nature for the client's consideration.

3: PROJECT SPECIFIC CONDITIONS

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

Submission collab link	https://collab.sadc.int/s/a3YfJmtNDstNFHP Bidders are advised to submit their proposals during working hours for support in case of any technical problems. The technical support team will not be available after working hours
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"> • Annex A – Bill of Quantity Form • Annex B – Bidding Form • Annex C – Litigation Status, • Annex D – Power of Attorney • Certificate of incorporation / Company registration certificate • Tax clearance certificate • Compulsory site visit • Director's and shareholders declaration form • Sworn in statement • Initials at each page by signatory
Date of Tender advertisement date	02 December 2022 , Zimbabwe Time
Compulsory site visit date and time	15 December 2022 from 0900 hours to 11 hours , Zimbabwe Time
Deadline for Requests for Clarifications	06 January 2023 at 16:30 hours Zimbabwe Time
Deadline for the responses to the requests for clarifications	10 January 2023 at 00:00 hours Zimbabwe Time
Submission Deadline Date and time	17 January 2023 at 00:00 hours Zimbabwe 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	Full Payment on completion of the work as indicated in the scope of works.
Time within which payment to be made after receipt of contractors' certificate.	Thirty (30) calendar days after submission of undisputed claim for measured and valued work.
Time within which all risk insurance cover to be	Fourteen (14) calendar days: Can be acquired from an insurance broker.

provided from the date of acceptance of the contract	
Defects Liability period	Twenty Four (24) months after 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

4: 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 his operations in a safe manner and is responsible for maintaining the safety norms as defined by SADC RPTC 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 of 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 his site offices (if any required), men and machinery, tools and tackles etc., at his own risk, cost and any other incidental expenses during the execution of work and till Completion.
- viii. The work to be carried out under the supervision of SADC RPTC.
- 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 its own cost. Access to the work area will be permitted only with safety gear (Safety shoes, safety helmet are mandatory);
- xi. Ensure the correctness and accuracy of the plot coordinates before start 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 its own cost and expense, 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.

5: GENERAL TERMS AND CONDITIONS

1. The information contained in this TOR document or subsequently provided to the Bidders, whether verbally or in documentary or any other form by or on behalf of Southern African Development Community (SADC) or any of its employees or advisers, is provided to the Bidders on the terms and conditions set-out in this TOR, 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 TOR 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 TOR 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 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 TD. Further, SADC shall not be held liable for any damage or loss caused to the bidder due to injury caused to the personnel.

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

29. The Bidder shall provide work flow chart / work schedule / milestones. The Bidder shall designate a manager or a key person having relevant work experience as a single point of contact to interface with SADC on work progresses. The Manager or the key person once assigned shall be required to perform that function until the work is completed or unless SADC offers consent to a change such person.
30. Defect Rectification / Liability period shall be for a period of twenty four (24) months from issuance of the Practical Completion Certificate and subsequent handing over of the same to SADC.
31. Full Payment will be done after completion of the works as per the scope outlined in item 2 and Bills of Quantities.
32. Minimum amount of interim certificate of payment shall be 10% of the contract price.
33. If the Bidder fails to complete the scope of Works on or before the Provisional Completion Date, SADC shall levy liquidated damages at 0.5% of the Contract Price for each month of delay; limited to a maximum of 5% of Contract Price.
34. An amount equivalent to 5% (five percent) of the certified gross value of Works done will be deducted and held by SADC as Retention Money. 100% of Retention Money shall be released upon issue of Final Completion Certificate, after the Defects Rectification Period; if the Works are free from Defects and the Contractor has rectified all Defects identified by SADC.
35. The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the award thereof to any official or employee of the Agency. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.
36. The bidder / contractor shall complete the entire works within the period stated in his proposal at time of submission from the date of issuance of commencement letter.
37. APPEALS
Bidders believing that they have been harmed by an error or irregularity during the award process may file a complaint. See article 7 of the SADC Guidelines for Procurement and Grants.

6. EVALUATION OF TENDERS

6.1 SADC Tender Evaluation

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

6.2 SADC Tender Evaluation Stages

Evaluation shall be carried out in two stages. In stage one (1), tenders shall be checked to ensure that the bids are submitted in accordance with Compliance with the above stated requirements. 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,

6.3 Technical Tender Evaluation Criteria

Table 6.3

Evaluation Area	Item Description	Total marks awarded
Company profile	Facilities owned by the company	10
	Curriculum vitae of company Directors	
Methodology & work plan	Technical content of the methodology	30
	Specifications and Codes of Practice	
	Project programme & work plan	
Qualification and Experience of proposed key technical staff		
Electrical Engineering	<p>Electrical Engineer – 1 No</p> <p>A person with a degree in electrical engineering from a recognized university and minimum of 10 years' experience in similar projects and registered with the Engineers Registration Board or any other recognized professional body</p>	10
Technician	<p>CAD Technician - 1 No</p> <p>Holder of a diploma or certificate in electrical engineering with a minimum of 5 years' experience in similar projects</p>	10
Mechanical Engineering	<p>Mechanical Engineer – 1 No</p> <p>A person with a degree in mechanical engineering from a recognized university and minimum 5 years' experience.</p>	10
Technician	<p>CAD Technician - 1 No</p> <p>Holder of a diploma or certificate in mechanical</p>	10

	engineering with a minimum of 5 years' experience	
Firm's Project Reference	Experience of the company in undertaking projects of similar nature. List and elaborate all similar project undertaken.	10
Quality Assurance	Elaborate any quality assurance initiatives to be undertaken when executing the project.	10
GRAND TOTAL		100

6.4 AWARD CRITERIA

The award will be to the bidder who scored 70% and above in the technical evaluation and has submitted the lowest prices and within the budget, having quoted for all items in the bill of quantities. Failure to quote for all items in the Bill of Quantiti shall lead to automatic disqualification. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid.

2 . Acceptance of Tender

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

ANNEXURE A: BILLS OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
1	CONTRACTORS ESTABLISHMENT ON SITE				
	Fixed obligations for mobilization and demobilization of site.	Lump Sum			
Total Carried to summary					
2	PROVISION OF SOLAR ENERGY TO SADC RPTC				
2.01	Provide an adequate solar energy as an alternative source of energy to the administration block , including all associated works like cabling to the points of demand , including testing and commissioning of the system. Referring to item 2 : Project Scope	Lump Sum			
2.02	Allow a provisional amount of money to undertake operations and maintenance of the installed system to the administration block for two years after practical completion certificate is issued .	Lump sum			

2.03	Provide an adequate solar energy as an alternative source of energy to the conference rooms block , including all associated works like cabling to the points of demand , including testing and commissioning of the system. Referring to item 2 : Project Scope	Lump sum			
2.04	Allow a provisional amount of money to undertake operations and maintenance of the installed system to the conference rooms block for two years after practical completion certificate is issued.	Lump sum			

SUMMARY

SECTION	DESCRIPTION	AMOUNT (USD)	
1	CONTRACTORS ESTABLISHMENT ON SITE		
2.01	PROVISION OF SOLAR ENERGY TO ADMINISTRATION BLOCK		
2.02	OPERATION AND MAINTENANCE OF THE SYSTEM TO THE ADMINISTRATION BLOCK FOR TWO YEARS		
2.03	PROVISION OF SOLAR ENERGY TO CONFERENCE ROOMS BLOCK		
2.04	OPERATION AND MAINTENANCE OF THE SYSTEM TO THE CONFERENCE ROOMS BLOCK FOR TWO YEARS		
SUB-TOTAL			
ADD 5 % CONTINGENCIES			
SUB-TOTAL			

ADD 14.5 % VAT		
TOTAL CARRIED TO FORM OF QUOTATION		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS	
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ANNEX B

BIDDING FORM

BIDDING FORM FOR A WORKS CONTRACT

Publication reference: *[insert]*

Name of contract: *[insert]*

[Insert place and date]

A: *[Insert name and address of Contracting Authority]*

One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Bidders. The form must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this form must concern only the legal entity or entities making the application.** The attachments to this form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be sent to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing as much as possible.

Any additional documentation (brochures, letters, etc.) sent with the form will not be taken into consideration. Applications submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

1 SUBMITTED BY

	Name(s) of bidder(s)	Nationality ¹
Leader²		
Member 2*		
Etc ...		

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 BIDDER’S DECLARATION(S)

As part of their bid, each legal entity identified under point 1 of this form, including every consortium member, as well as each capacity-providing entity and each subcontractor providing more than 10% of the works, must submit a signed declaration using this format, together with the Declaration of honour on exclusion and selection criteria (Annex 1).

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender No [.....] of [../..]. We hereby accept its provisions in their entirety, without reservation or restriction.
2. We offer to execute, in accordance with the terms of the bidding documents and the conditions and time limits laid down, without reserve or restriction, the following works:

[description of works]

¹ Country in which the legal entity is established.

² Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. If this bid is being submitted by an individual tenderer, the name of the tenderer should be entered as ‘leader’ (and all other lines should be deleted).

3. The price of our bid [*excluding the discounts described under point 4*] is:
[.....]
4. We will grant a discount of [%], or [.....] [*in the event of our being awarded contract*]
5. This bid is valid for a period of 90 days from the final date for submission of bids.
6. If our bid is accepted, we undertake to provide a performance guarantee, as required under Article 3 - **PROJECT SPECIFIC CONDITIONS**.
7. Our firm/company [*and our subcontractors*] has/have the following nationality:
[.....]
8. We are making this bid [on an individual basis/as member of the consortium led by [*insert name of the leader/ ourselves*]]. We confirm that we are not bidding for the same contract in any other form. [**In case there is a consortium:** We confirm, as a member of the consortium, that all members are jointly and severally bound in respect of the obligations under the contract, including any recoverable amount, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution]. [We confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract, including for any recoverable amount.]
9. In the event that our bid is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are effectively established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than one year before the date of submission of tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up. We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.
10. We agree to abide by the ethics clauses **under GENERAL TERMS AND CONDITIONS** and, in particular, have no professional conflicting of interests and/or any equivalent relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of the submission of this application according to Section 2.2 of the SADC Guidelines for Procurement and Grants. We have no interest of any nature whatsoever in any other bid in this procedure.
11. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by SADC Secretariat.
12. We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

13. We fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.5 of the SADC Guidelines for Procurement and Grants or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded and that this information may be published on the SADC Secretariat website.

[* Delete as applicable]

Name and first name: [.....]

Duly authorised to sign this tender on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm/company:

This bid includes the following annexes:

[Numbered list of annexes with titles]

DECLARATION OF HONOR ON EXCLUSION CRITERIA AND SELECTION CRITERIA

The undersigned [*insert name of the signatory of this form*], representing:

the following person:
Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: (‘the person’)

I – Situation of exclusion concerning the legal person

	YES	NO
(1) declares that the above-mentioned person is in one of the following situations:	<input type="checkbox"/>	<input type="checkbox"/>
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the legal person is guilty of the following according to any national legislation:		

(i) fraud in any country	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption in any country	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation,	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing,	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities,	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings	<input type="checkbox"/>	<input type="checkbox"/>
(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the SADC, which has led to its early termination or to the application of liquidated damages or other contractual penalties	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity	<input type="checkbox"/>	<input type="checkbox"/>

II – Situations of exclusion concerning natural persons with power of representation, decision-making or control over the legal person : Not to be compliant

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person : Not to be compliant

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
---	-----	----	-----

Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – Grounds for rejection from this procedure

(4) declares that the above-mentioned person:	YES	NO
(g) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – Evidence upon request

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>[Insert as many lines as necessary]</i>	

VII – Selection criteria

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [insert] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section [insert] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section [insert] of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXPLANATORY NOTE: *The contracting authority must adapt the table above to the criteria indicated in the tender specifications (i.e. insert extra rows for each criterion or delete irrelevant rows).*

(6) if the above-mentioned person is the sole bidder or the leader in case of joint bid , declares that:	YES	NO	N/A
(d) the bidder, including all members of the group in case of joint bid and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VII – Evidence for selection : To be compliant

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name of legal representative

Date

Signature

ANNEX C

LITIGATION HISTORY
 QUALITY ASSURANCE SYSTEM(S)
 FURTHER INFORMATION

LITIGATION HISTORY

Please provide information on any history of litigation or arbitration resulting from contracts executed during the last X years or currently under execution.

A separate sheet should be used for each partner of a joint venture/consortium.

Year	Ruling FOR or AGAINST tenderer	Name of client, cause of litigation, and matter in dispute	Disputed amount (USD or NC)

Signature

(person(s) authorised to sign on behalf of the bidder)

Date

QUALITY ASSURANCE SYSTEM(S)

Please provide details of the quality assurance system(s) you propose using to ensure successful completion of the works.

Signature

(person(s) authorised to sign on behalf of the bidder)

Date

FURTHER INFORMATION

Bidders may add here any further information that they deem useful for the evaluation of their bids.

Signature

(person(s) authorised to sign on behalf of the bidder)

Date

Form 1

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]*

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]*

ANNEX D

POWER OF ATTORNEY

Please attach here the power of attorney empowering the signatory of the bid and all related documentation.

Signature:

(a person or persons authorised to sign on behalf of the bidder)

Date:

TEMPLATE OF THE SWORN STATEMENT

*To be submitted on the headed notepaper of the legal entity
concerned <Date>*

*To: Southern African Development Community (SADC) RPTC (Regional
Peacekeeping Training Centre*

Crichton Avenue

Marlborough,

Harare, Zimbabwe

Your ref: < Publication reference >

Dear Sir/Madam

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

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

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

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

ANNEX E

CONTRACT SAMPLE ONLY TEMPLATE



STANDARD CONTRACT

For
WORKS

Contract Number:

.....
TRAINING CENTRE, HARARE, ZIMBABWE

Between

THE SADC SECRETARIAT
(‘The Contracting Authority’),

And

.....
(‘the Contractor’)

December 2020

FORM OF CONTRACT

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

Between,

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

.....
.....
(hereinafter referred to as the “Contractor”), on the other hand,

WHEREAS the Contracting Authority desires to have the Works namely the for SADC Regional Peacekeeping Training Centre, Harare , Zimbabwe as enumerated and referred to in the General Conditions of Contract, Scope of works , Priced Bills of Quantities and Specifications , Conditions of Particular Application , Contractor’s Tender , award letter, acceptance to award of contract , and any other relevant correspondence executed and completed;

AND WHEREAS 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.

It is hereby agreed as follows:

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

(2) The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- (a) Form of Contract,
- (b) Scope of Work (Annexure A),
- (c) Bill of Quantities and Specifications (Annexure B),
- (d) Conditions of Particular Application (Annexure C)
- (e) Contractor's Bid (Annexure D),
- (f) Notification of Contract Award (Annexure E),
- (g) Acceptance to Award of Contract (Annexure F), and
- (h) Other documents referred to form part of this Contract.

The various documents making up the Contract shall be deemed to be 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) In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the Works namely----- for the SADC Peacekeeping Training Centre, Harare , Zimbabwe and remedying of defects therein in full compliance with the provisions of this Contract.

(4) The general conditions governing the Contract shall be SADC Standard Contract for Construction works

(a) Period of execution of Works

- (i) The Contractor shall execute and complete the Works within the period ofmonths from the date of commencement of Works as indicated in writing by the Project Manager.
- (ii) Notwithstanding the provision of Clause 4(i) of this Contract, the Project Manager may 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.

(b) Execution of Works

- (i) The Contractor shall: See Item 2 : Scope of Works and Bills of Quantities

(c) Payments

- (i) The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the Works and remedying of defects therein the amount of as fixed price.

- (ii) Payments shall be made in accordance with the certificate approved by the Project Manager.
- (iii) Full payment to be made after completion of the work. Interim payments are permitted,
- (iv) Payment shall be made to the Contractor in United States Dollars and, where applicable, VAT shall be payable on such sums at the applicable rate. The Contractor must, where applicable in all cases, provide his VAT registration number on all invoices.
- (v) Payments shall be based on invoice submitted to the Contracting Authority and shall be paid within 30 days of receipt and approval of the of the invoice by the Contracting Authority's Project Manager, and subject to the Contractor having complied with its obligations hereunder in full as stated in this Contract.
- (vi) 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 services provided were delivered and accepted by the Contracting Authority.
- (vii) Notwithstanding the provisions of this Sub-clause (c), 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.

(d) Project Manager

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

(e) Liquidated Damages

Except where an extension is granted pursuant to Clause 4 (a) (ii) 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.

(f) Retention Money

An amount equivalent to 5% (five percent) of the certified gross value of Works done will be deducted and held by the Contracting Authority as Retention Money. 100% of Retention Money shall be released upon issue 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.

(g) Defect Rectification / Liability period

The defect rectification/liability period shall be twenty four (24) months from issuance of the Practical Completion Certificate and subsequent handing over of the same to the Contracting Authority.

(h) Dispute Resolution and applicable law:

- (i) 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.
- (ii) In the event that, through negotiation, the parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by arbitration.
- (iii) The arbitral tribunal shall consist of three arbitrators. Each party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within 15 days of receipt of the request for arbitration either party has not appointed an arbitrator, or within 7 days of the appointment of the arbitrators the third arbitrator has not been appointed, either party may request an appointing authority agreed by the parties to appoint an arbitrator.
- (iv) If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within 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.
- (v) The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible.
- (vi) The procedure of arbitration shall be fixed by the arbitral tribunal which shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- (vii) The decisions of the arbitral tribunal shall be final and binding upon the parties.
- (viii) The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

(j)

Termination of Contract

(i) By Contracting Authority

The Contracting Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) below. In such an occurrence the Contracting Authority shall give a not

less than fifteen (15) days' written notice of termination to the Contractor, and fifteen (15) days' also in case of the event referred to in (g).

- (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as per served notice, within fifteen (15) 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 Services for a period of not less than fifteen (15) days.
- (g) If the Contracting Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(ii) By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) days' written notice to the Contracting Authority, in case of the occurrence of any of the events specified below (a) through (d).

- (a) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than fifteen (15) days.

(h) Entitlements upon Termination

In the event of an early termination of the Contract under Sub-clauses j 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.

(k) Insurance/Injuries

- (i) The Contractor has sole responsibility and liability under this Agreement for bodily injuries to Contractor or Contractor’s employees, including responsibility to provide appropriate workers compensation insurance. Contractor hereby warrants to SADC that Contractor is in compliance with any applicable workers compensation insurance law.

- (ii) The Contractor has sole responsibility to obtain any other desired insurance coverage (liability, medical, travel, life, etc.) for Contractor and Contractor’s employees in performing this Agreement. 5.3 Neither Contractor nor Contractor’s employees shall be deemed employees of SADC for any purposes, nor shall they participate in any SADC employee benefit or insurance programs.

(l) 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.

- (5) This Contract shall take effect on the date on the last signature.

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

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

For the Contractor

Name:

Title:

Signature

For the Contracting Authority

Name:

Title:

Signature:

Date:

Place:

Date:

Place: