



Date: June 2023

1. **SADC Peace Keeping Training Centre** is inviting to submit your technical and financial proposal for the following services;

Contract Number: SADC/RPTC/ROUTIN SERVICES/03/2/2023

Number and Titles of Lots: 4 Lots

LOT NUMBER	TITLE OF CONTRACT	LOCATION
Lot Number 1	Provision for Catering Services	Regional Peace Keeping Training Centre. Harare Zimbabwe
Lot Number 2	Provision for Housekeeping Services	Regional Peace Keeping Training Centre. Harare Zimbabwe
Lot Number 3	Provision for Laundry and Dry Cleaning Services	Regional Peace Keeping Training Centre. Harare Zimbabwe
Lot Number 4	Provision for Air Tickets	Regional Peace Keeping Training Centre. Harare Zimbabwe

The *Terms of Reference* defining the minimum technical requirements for these services are attached as Annex 1 to this RFB.

2. Your proposal must be presented as per Standard Proposal Forms attached as Annex 2 to this RFB in English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.

3. Your proposal to be clearly marked ***“PROCUREMENT OF ROUTINE SERVICES FOR SADC RPTC REF: SADC/RPTC/ROUTINE***

SERVICES/03/2/2023” should be submitted through the following link:

<https://collab.sadc.int/s/s9bf3dH5rNo2oAi>

**The Commandant
SADC Peace Keeping Training Centre
Crichton Avenue
Marlborough
P/Bag 7735
Causeway
Tel: +263 4 338524/26
Fax: +263 4 338527
Email: comdt@rptc.org.zw
Harare, Zimbabwe**

It is the responsibility of the bidder to ensure that the bidding documents are sent to the correct virtual tender box.

The deadline for submission of your proposal, to the addressed indicated in Paragraph 4 is: **Monday 03 July 2023, Time: 00:00Hours Zimbabwe time]**

Proposal submitted by Fax or hand delivery *are not* acceptable.

4. Your proposal should be submitted as per the following instructions, and in accordance with the Standard attached as Annex 3 to this RFB:
 - (i) PRICES: The financial proposal shall be inclusive of all expenses deemed necessary by you to performance of the Contract.
 - (ii) VALIDITY OF THE PROPOSAL: Your proposal should be valid for a period of 120 days from the date for deadline for submission indicated in Paragraph 4 above.
5. You shall be aware that SADC Secretariat procurement procedures requires all contractors to comply with the following eligibility requirements,:
 - a. they are not being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of the SADC member states;
 - b. they have not been convicted of offences concerning their professional conduct by a judgment which haves the force of res judicata; (i.e. against which no appeal is possible);
 - c. they have not been declared guilty of grave professional misconduct proven by any means which SADC Secretariat can justify;
 - d. they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions

- of the country in which they are established or with those countries where the contract is to be performed;
- e. they have not 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 SADC Secretariat's financial interests; or
 - f. they are not being currently subject to an administrative penalty.

Additionally, you shall be aware that SADC Secretariat financed contracts may not be awarded to perspective contractor who, during the procurement procedure:

- a) are subject to a conflict of interest;
- b) are guilty of misrepresentation when submitting the information required by the SADC Secretariat as a condition of participation in the contract procedure, or fail to submit this information;
- c) find themselves in any situations of exclusion for the procurement procedure, after the bid or application was submitted.

There will be a compulsory site visit for Catering and Housekeeping on 15 June 2023 from 10:00-11:00hours

6. Deadline to request for additional information and clarifications is **16 June 2023 at 16:30hrs from:**

Procuring entity: **SADC RPTC**

Contact person: **Kudakwashe Mwale – Procurement Assistant**

Telephone: **+263 4 338524/26**

Fax: **+263 4 338527**

E-mail: kmwale@sadc.int copy ashonhiwa@sadc.int

7. Deadline for responding to requests for clarification is **30 June 2023 at 00:00hours.**

ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Proposal Form

ANNEX 3: Standard Contract Form

ANNEX 1: Terms of Reference

LOT 1 – Procurement of Catering Services

1. Administrative Requirements

The bidders must provide the following;

- Certificate of Incorporation
- Tax Clearance Certificate
- VAT registration certificate/ exemption certificate
- Attended site visit

2. Technical Requirements

The bidders must provide the following;

- At least **three years experience** undertaking catering services contracts
- Provide Curriculum Vitae for two Key Staff Members with a minimum of three years relevant experience
- Indicate any other resources relevant to the required services owned by the company

3. Financial Requirements

The bidders must indicate pricing for the following;

- Break fast
- Morning tea.
- Conference amenities (water and sweet)
- Three course meal Lunch inclusive of a soft drink and water.
- Three course meal Dinner inclusive of a soft drink and water.
- Snacks as and when required.
- Afternoon tea

LOT 2 – Procurement of Housekeeping Services

1. Administrative Requirements

The bidders must provide the following;

- Certificate of Incorporation
- Tax Clearance Certificate
- VAT registration certificate/ exemption certificate
- Attended site visit

2. Technical Requirements

The bidders must provide the following;

- At least **three years experience** undertaking housekeeping services contracts
- Provide Curriculum Vitae for two Key Staff Members with a minimum of three years relevant experience
- Indicate any other resources relevant to the required services owned by the company

3. Financial Requirements

The bidders must indicate pricing for the following;

- Cleaning of Rooms,
- Up keeping of Bedding
- Evening teas
- Provision of Sundries

LOT 3 – Procurement of Laundry and Dry Cleaning Services

1 Administrative Requirements

The bidders must provide the following;

- Certificate of Incorporation
- Tax Clearance Certificate
- VAT registration certificate/ exemption certificate

2 Technical Requirements

The bidders must provide the following;

- At least **three years experience** undertaking catering services contracts
- Provide Curriculum Vitae for two Key Staff Members with a minimum of three years relevant experience
- Indicate any other resources relevant to the required services owned by the company

3 Financial Requirements

The bidders must indicate pricing for each of the following;

- Dry Cleaning of Hand towels
- Dry Cleaning of Bath Towels
- Dry Cleaning of Bath Mates
- Dry Cleaning of Face Towels
- Dry Cleaning and Ironing of Pillow Cases
- Dry Cleaning and Ironing of Beds Sheets (double)
- Dry Cleaning of Blankets (double)
- Dry Cleaning and Ironing of Table Cloths
- Dry Cleaning and Ironing of Curtains

LOT 4 – Procurement of Ait Ticket Services

4. Administrative Requirements

The bidders must provide the following;

- Certificate of Incorporation
- Tax Clearance Certificate
- VAT registration certificate/ exemption certificate

5. Technical Requirements

The bidders must provide the following;

- At least **three years experience** undertaking Air ticketing services contracts
- Provide Curriculum Vitae for two Key Staff Members with a minimum of three years relevant experience
- Indicate any other resources relevant to the required services owned by the company

6. Financial Requirements

The bidders must indicate pricing for the following;

- Air Ticket for within SADC Member States to and from Zimbabwe x 1 adult

ANNEX 2: Proposal Form

Technical Offer Form – Lot 1: Catering Services

Lot N ^o	Specifications Required (to be filled in by the Procuring Entity)			Specifications Offered (to be filled in by the Bidder)			
	Type of General Services and Related Goods	Technical Requirements	Quantity	Type of General Services and Related Goods	Technical Requirement	References to brochures and other supporting evidence	Quantity
1	Experience of the Company	At least three years' experience undertaking catering services contracts	Three years and above	<i>[indicate the specific name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
2	Experience of key personnel	Provide Curriculum Vitae for at least two Key Staff Members with a minimum of three years' relevant experience	Two and above	<i>[indicate the specific name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
3	Company Resources	Personnel, Equipment and	Indicate all resources				

Request for Services Number: SADC/RPTC/ROUTINE SERVICES/03/2/2023
Request for Services Title: ***PROCUREMENT OF ROUTINE SERVICES FOR SADC RPTC***

		Financial Resources	relevant to the assignment				
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Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule – Lot 1: Catering Services

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the Technical Offer Form specified by the Procuring Entity in the Bidding Forms]

In US Dollars					Date: _____ Contract No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Ctr, No.	Name of General Services (excludes inland transportation and other services required in the Procuring Entity's country to convey them to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1	Full Breakfast			Per Person	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
2	Morning Tea/Coffee (including snacks & water)			Per Person		
3	Conference Amenities (Morning, Afternoon Sweets and Water)			Per Person		
4	Full Lunch (inclusive of a soft drink, juice & water)			Per Person		
5	Afternoon Tea/Coffee (including snacks & water)			Per Person		
6	Dinner (inclusive of soft drink, juice & water)			Per Person		
7	Snacks (inclusive of soft drink, juice & water)			Per Person		
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Technical Offer Form – Lot 2: Housekeeping Services

Lot Nº	Specifications Required (to be filled in by the Procuring Entity)			Specifications Offered (to be filled in by the Bidder)			
	Type of General Services and Related Goods	Technical Requirements	Quantity	Type of General Services and Related Goods	Technical Requirement	References to brochures and other supporting evidence	Quantity
1	Experience of the Company	At least three years' experience undertaking catering services contracts	Three years and above	<i>[indicate the specific name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
2	Experience of key personnel	Provide Curriculum Vitae for at least two Key Staff Members with a minimum of three years' relevant experience	Two and above	<i>[indicate the specific name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
3	Company Resources	Personnel, Equipment and Financial Resources	Indicate all resources relevant to				

Request for Services Number: SADC/RPTC/ROUTINE SERVICES/03/2/2023
 Request for Services Title: ***PROCUREMENT OF ROUTINE SERVICES FOR SADC RPTC***

			the assignment				
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Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule – Lot 3: Housekeeping Services

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the Technical Offer Form specified by the Procuring Entity in the Bidding Forms]

In US Dollars					Date: _____	
					Contract No: _____	
					Page N° _____ of _____	
1	2	3	4	5	6	7
Ctr, No.	Name of General Services (excludes inland transportation and other services required in the Procuring Entity's country to convey them to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1	Cleaning of Rooms -Bathrooms -Toilets -Windows		-----	Each	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
2	Upkeeping of Bedding -Preparing bedding -Changing bedding			Each		
3	Provision of Sundries -Soap -Shampoo -Body Lotion -Shower Gel -Shower Cap - Coffee/Tea/Milk Sachets			Each		
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Technical Offer Form – Lot 3: Laundry and Dry Cleaning Services

Lot Nº	Specifications Required (to be filled in by the Procuring Entity)			Specifications Offered (to be filled in by the Bidder)			
	Type of General Services and Related Goods	Technical Requirements	Quantity	Type of General Services and Related Goods	Technical Requirement	References to brochures and other supporting evidence	Quantity
1	Experience of the Company	At least three years' experience undertaking catering services contracts	Three years and above	<i>[indicate the specific name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
2	Experience of key personnel	Provide Curriculum Vitae for at least two Key Staff Members with a minimum of three years' relevant experience	Two and above	<i>[indicate the specific name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
3	Company Resources	Personnel, Equipment and	Indicate all resources relevant to				

Request for Services Number: SADC/RPTC/ROUTINE SERVICES/03/2/2023
Request for Services Title: ***PROCUREMENT OF ROUTINE SERVICES FOR SADC RPTC***

		Financial Resources	the assignment				
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Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule – Lot 3: Laundry and Dry Cleaning Services

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the Technical Offer Form specified by the Procuring Entity in the Bidding Forms]

In US Dollars					Date: _____ Contract No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Ctr, No.	Name of General Services (excludes inland transportation and other services required in the Procuring Entity's country to convey them to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1	Dry Cleaning of Hand towels			Each	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
2	Dry Cleaning of Bath Towels			Each		
3	Dry Cleaning of Bath Mats			Each		
4	Dry Cleaning of Face Towels			Each		
5	Dry Cleaning and Ironing of Pillow Cases			Each		
6	Dry Cleaning and Ironing of Beds Sheets (double)			Each		
7	Dry Cleaning of Blankets (double)			Each		
8	Dry Cleaning and Ironing of Table Cloths			Each		
9	Dry Cleaning and Ironing of Curtains			Each		
					Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Technical Offer Form – Lot 4: Air Tickets Services

Lot Nº	Specifications Required (to be filled in by the Procuring Entity)			Specifications Offered (to be filled in by the Bidder)			
	Type of General Services and Related Goods	Technical Requirements	Quantity	Type of General Services and Related Goods	Technical Requirement	References to brochures and other supporting evidence	Quantity
1	Experience of the Company	At least three years' experience undertaking air ticketing services contracts	Three years and above	<i>[indicate the specific name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
2	Experience of key personnel	Provide Curriculum Vitae for at least two Key Staff Members with a minimum of three years' relevant experience	Two and above	<i>[indicate the specific name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>

Request for Services Number: SADC/RPTC/ROUTINE SERVICES/03/2/2023

Request for Services Title: ***PROCUREMENT OF ROUTINE SERVICES FOR SADC RPTC***

3	Company Resources	Personnel, and Financial Resources	Indicate all resources relevant to the assignment				
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Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule – Lot 4: Air Tickets Cleaning Services

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the Technical Offer Form specified by the Procuring Entity in the Bidding Forms]

In US Dollars					Date: _____	
					Contract No: _____	
					Page N° _____ of _____	
1	2	3	4	5	6	7
Ctr, No.	Name of General Services (excludes inland transportation and other services required in the Procuring Entity's country to convey them to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1	Zimbabwe-Angola			Each	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
2	Zimbabwe-Botswana			Each		
3	Zimbabwe-DR Congo			Each		
4	Zimbabwe-Lesotho			Each		
5	Zimbabwe-Madagascar			Each		
6	Zimbabwe Malawi			Each		
7	Zimbabwe-Mauritius			Each		
8	Zimbabwe-Mozambique			Each		
9	Zimbabwe-Namibia			Each		
10	Zimbabwe-Seychelles			Each		
11	Zimbabwe-South Africa			Each		
12	Zimbabwe-Swaziland			Each		

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Request for Services Title: *PROCUREMENT OF ROUTINE SERVICES FOR SADC RPTC*

13	Zimbabwe-Tanzania			Each		
14	Zimbabwe-Zambia			Each		
Total Bid Price						

ANNEX 3: Standard Contract Form

**STANDARD CONTRACT FOR
GENERAL SERVICES**

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

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

Lot Number: *[insert the number]*

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

AND

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

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

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Contract Agreement

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

6

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *[insert complete name of Contracting Authority], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Contracting Authority }, or corporation incorporated under the laws of { insert name of Country of Contracting Authority }] and having its principal place of business at [insert address of Contracting Authority] (hereinafter called “the Contracting Authority”), and*
- (2) *[insert name of Contractor], a corporation incorporated under the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called “the Contractor”).*

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Contracting Authority and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Section II – Special Conditions of Contract
 - (c) Section I – General Conditions of Contract
 - (d) Section III – Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) Section IV – The Contractor’s Bid and original Price Schedules
 - (f) Section V – The Contracting Authority’s Notification of Award
 - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Contracting Authority to provide the General Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Contracting Authority hereby covenants to pay the Contractor in consideration of the provision of the General Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Contracting Authority

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

For and on behalf of the Contractor

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

SECTION 1 – GENERAL CONDITIONS OF CONTRACT

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Section I. General Conditions of Contract

1. Definitions

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

- (a) “Contract” means the Contract Agreement entered into between the Contracting Authority and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) Contracting Authority’s Country” is the country **specified in the Special Conditions of Contract (SCC)**.
- (e) “Contracting Authority” means the entity purchasing the General Services, **as specified in the SCC**.
- (f) “Contractor” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Contracting Authority and is named as such in the Contract Agreement.
- (g) “Completion” means the fulfillment of the contractual obligation by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (h) “Day” means calendar day.
- (i) “GCC” means the General Conditions of Contract.
- (j) “General Services” means the services to be provided by the Contractor pursuant to this Contract, as described in Section III and IV of this Contract.
- (k) “SCC” means the Special Conditions of Contract.
- (l) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom execution of any part of the General Services is subcontracted by the Contractor.
- (m) “The Project Site,” where applicable, means the place **named in the SCC**.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

It is the SADC Secretariat policy to require that Contracting Authority as well as bidders, suppliers, and contractors and their subcontractors under SADC Secretariat-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the SADC Secretariat:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing material evidence to the investigation or making false statements to investigators in order to materially impede a SADC Secretariat, or a governmental or independent investigation into allegations of a corrupt, fraudulent, coercive, or collusive

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

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

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

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

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

practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the SADC Secretariat or governmental or inspection and audit rights.

(b) It will take the following measures against the bidder recommended for award who has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- (i) will reject the bid for award;
- (ii) will declare the bidder/the contractor, including its affiliates, ineligible, either indefinitely or for a stated period of time, to become a SADC Secretariat contractor;
- (iii) will cancel or terminate any ongoing contract with the bidder /the contractor;
- (iv) will request a the relevant national authorities to conduct a joint investigation with SADC Secretariat to inspect or carry out audits of the bidder /the contractor' accounting records and financial statements in connection with the contract in question for which it was found guilty of engaging in corrupt, fraudulent, collusive, coercive, or obstructive practices;
- (v) will forfeit the bid or performance securities of the bidder /the contractor;
- (vi) will suspend any payments due to the bidder/ contractor, under the contract in question or any other contract the bidder/contractor might have with the organization, until the extent of damage caused by the its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the SADC Secretariat's contract are determined and recovered, and
- (vii) will sue the bidder /contractor to recover the damages caused by its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in

question, if they are not fully recovered by the securities and the payments otherwise due to the bidder/contractor.

4. Interpretation

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

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

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

6. Joint Venture, Consortium or Association

- 6.1 If the Contractor is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Contracting Authority for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Contracting Authority.

7. Eligibility

- 7.1 **Is so specified in the SCC**, the Contractor and its Subcontractors shall have the nationality of an eligible country. A Contractor or Subcontractor shall be deemed to have the nationality of a country if it is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This restriction doesn't apply to the contractors and subcontractors personnel.
- 7.2 **Is so specified in the SCC**, all General Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 7.3 The Contractor has the obligation to promptly notify the Contracting Authority about any change in their or their subcontractor legal or commercial status that might affect the eligibility conditions that prevail at the time of prequalification.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Contracting Authority's Country, unless otherwise specified in the **SCC**.
- 10. Settlement of Disputes** 10.1 The Contracting Authority and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Contracting Authority or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Contracting Authority shall pay the Contractor any monies due the Contractor.
- 11. Scope of Supply** 11.1 The General Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the General Services shall be in accordance with the Completion Schedule specified in the Schedule of Requirements.
- 12.2 The Contractor shall submit to the Contracting Authority the reports and documents specified in the **SCC**.
- 13. Contractor's Responsibilities** 13.1 The Contractor shall supply all the General Services included in the Scope of Supply in accordance with GCC Clause 11, and the Completion Schedule, as per GCC Clause 12.

- 13.2 Subject to GCC 27, the Contractor must correct any defect indicated by the Contracting Authority within the time specified in the Contracting Authority's notice.

14. Contract Price

- 14.1 Prices charged by the Contractor for the General Services delivered under the Contract may be adjusted from the prices quoted by the Contractor in its bid, when there are price changes in the market than authorized in the **SCC**.

15. Terms of Payment

- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 15.2 The Contractor's request for payment shall be made to the Contracting Authority in writing, accompanied by invoices describing, as appropriate, the General Services delivered, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Contracting Authority, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Contractor, and after the Contracting Authority has accepted it.
- 15.4 The currencies in which payments shall be made to the Contractor under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Contracting Authority fails to pay the Contractor any payment by its due date or within the period set forth in the **SCC**, the Contracting Authority shall pay to the Contractor interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

16. Taxes and Duties

- 16.1 The Contractor, Subcontractors, and their Personnel shall pay in the Contracting Authority's country such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, as specified in the **SCC**. **Such taxes, if not already included in the Contractor's Price Schedule, shall be added to the Contract Price.**
- 16.2 Any other taxes paid by Contractor, Subcontractors, and their Personnel outside the Contracting Authority's country shall be deemed to have been included in the Contractor's Price Schedule.

**17. Performance
Security**

- 17.1 If required as specified in the SCC, the Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 17.2 The proceeds of the Performance Security shall be payable to the Contracting Authority as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 17.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency of the Contract and shall be in the format stipulated by the Contracting Authority in the **SCC**, or in another format acceptable to the Contracting Authority.
- 17.4 The Performance Security shall be discharged by the Contracting Authority and returned to the Contractor not later than twenty-eight (28) days following the date of Completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

18. Copyright

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

**19. Confidential
Information**

- 19.1 The Contracting Authority and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Contracting Authority to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 19.

- 19.2 The Contracting Authority shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Contracting Authority for any purpose other than the performance of the Contract.
- 19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:
- (a) the Contracting Authority or Contractor need to share with the SADC Secretariat or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
- 20. Subcontracting**
- 20.1 The Contractor shall notify the Contracting Authority in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 21. Specifications and Standards**
- 21.1 The General Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate in the Contracting Authority's country.
- 21.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Contracting Authority, by giving a notice of such disclaimer to the Contracting Authority.

21.3 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Contracting Authority and shall be treated in accordance with GCC Clause 32.

22. Personnel

22.1 If so specified in **the SCC**, within twenty-eight (28) days the from the signature of the Contract, the Contractor shall provide for Contracting Authority's approval, a list of key personnel engaged in performance of the General Services. The list shall contain a job descriptions, minimum qualifications, and estimated periods of engagement of the key personnel.

22.2 With twenty-eight (28) days from the receipt of the list of key personnel, the Contracting Authority shall accept or reject any of the key personnel or any of the proposed job descriptions, minimum qualifications, and estimated periods of engagement of the key personnel.

22.3 Except as the Contracting Authority may otherwise agree in writing, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the key personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

22.4 If the Contracting Authority finds that any of the Contractor's personnel engaged in delivery of General Services have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the Contractor shall, at the Contracting Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Contracting Authority. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel

23. Services and Facilities

23.1 The Contracting Authority shall made available to the Contractor, Subcontractors and their personnel, the services and facilities specified in the **SCC**.

24. Insurance

24.1 The Contractor shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Contracting Authority insurance

against the risks, and for the coverage, as shall be specified in the **SCC**.

24.2 At the Contracting Authority's request, the Contractor shall provide evidence that required insurance has been taken out and maintained and that the current premiums have been paid.

25. Inspections and Tests

25.1 The Contractor shall at its own expense and at no cost to the Contracting Authority carry out all such tests and/or inspections of the General Services as are specified in the **SCC**.

25.2 Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Contracting Authority. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Contracting Authority or its designated representative to attend the test and/or inspection.

25.3 The Contracting Authority may require the Contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the General Services comply with the technical specifications codes and standards under the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of delivery and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.4 The Contractor shall provide the Contracting Authority with a report of the results of any such test and/or inspection.

25.5 The Contracting Authority may reject any General Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected general services or parts thereof or make alterations necessary to meet the specifications at no cost to the Contracting Authority, and shall repeat the test and/or inspection, at no cost to the Contracting Authority, upon giving a notice pursuant to GCC Sub-Clause 25.2.

25.6 The Contractor agrees that neither the execution of a test and/or inspection of the General Services or any part thereof, nor the attendance by the Contracting Authority or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.4,

shall release the Contractor from any liabilities or other obligations under the Contract.

26. Liquidated Damages

- 26.1 Except as provided under GCC Clause 31, if the Contractor fails to deliver any the General Services within the period specified in the Contract, the Contracting Authority may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the undelivered General Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Contracting Authority may terminate the Contract pursuant to GCC Clause 34.
- 26.2 Subject to provision of GCC 27, if the Contractor has not corrected a defect within the time specified in the Contracting Authority's notice, a penalty for lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the defect corrected or to cost of the General Services undelivered.

27. Defect Liability

- 27.1 The Contractor warrants that all the General Services are delivered at the quality and standards set in the Schedule of Requirements.
- 27.2 The Contracting Authority shall check the Contractor performance and notify him of any defects that are found. The notice to the Contractor shall state the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Contracting Authority shall afford all reasonable opportunity for the Contractor to inspect such defects.
- 27.3 Upon receipt of such notice, the Contractor shall, within the period specified in the **SCC**, expeditiously remedy the defect, at no cost to the Contracting Authority.
- 27.4 If having been notified, the Contractor fails to remedy the defect within the period specified in the **SCC**, the Contracting Authority may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Contractor under the Contract.

**28. Patent
Indemnity**

- 28.1 The Contractor shall, subject to the Contracting Authority's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Contracting Authority and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Contracting Authority may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out or in connection with delivery of the General Services indicated in the Schedule of Requirements.
- 28.2 If any proceedings are brought or any claim is made against the Contracting Authority arising out of the matters referred to in GCC Sub-Clause 28.1, the Contracting Authority shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Contracting Authority's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Contractor fails to notify the Contracting Authority within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Contracting Authority shall be free to conduct the same on its own behalf.
- 28.4 The Contracting Authority shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
- 28.5 The Contracting Authority shall indemnify and hold harmless the Contractor and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Contracting Authority.

**29. Limitation of
Liability**

- 29.1 Except in cases of criminal negligence or willful misconduct,

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

30. Change in Laws and Regulations

- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Contracting Authority's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Force Majeure

- 31.1 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Contracting Authority in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Contracting Authority in writing of such

condition and the cause thereof. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments

32.1 The Contracting Authority may at any time order the Contractor through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, and specifications, of the General Services, provided that they will not significantly alter the original requirements or change the initial scope of the contract;
- (b) the method of delivery; and
- (c) the place of delivery.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Contracting Authority's change order.

32.3 Prices to be charged by the Contractor for any additional services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Contractor or its subcontractors should encounter conditions impeding timely delivery of General Services pursuant to GCC Clause 12, the Contractor shall promptly notify the Contracting Authority in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Contracting Authority shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in

which case the extension shall be ratified by the parties by amendment of the Contract.

- 33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

- (a) The Contracting Authority, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:
- (i) if the Contractor fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Contracting Authority pursuant to GCC Clause 33;
 - (ii) if the Contractor fails to perform any other obligation under the Contract; or
 - (iii) if the Contractor, in the judgment of the Contracting Authority has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
 - (iv) if the Contractor, doesn't meet the eligibility criteria that prevailed at the time of prequalification.
- (b) In the event the Contracting Authority terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Contracting Authority may procure, upon such terms and in such manner as it deems appropriate, General Services similar to those undelivered or not performed, and the Contractor shall be liable to the Contracting Authority for any additional costs for such similar General Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

- (a) The Contracting Authority may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has

accrued or will accrue thereafter to the Contracting Authority

34.3 Termination for Convenience.

- (a) The Contracting Authority, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Contracting Authority's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Contracting Authority at the Contract terms and prices. For the remaining Goods, the Contracting Authority may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed General Services and for materials and parts previously procured by the Contractor.

35. Assignment

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

SECTION II. SPECIAL CONDITIONS OF CONTRACT

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

[The Contracting Authority shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1(d)	The Contracting Authority's country is: <i>[insert name of the Contracting Authority's Country]</i>
GCC 1.1(e)	The Contracting Authority is: <i>[Insert complete legal name of the Contracting Authority]</i>
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>[insert date of current edition]</i>
GCC 7.1	The Contractors and Sub-Contractors with the nationality in the following countries are ineligible: <i>[insert the countries or sate "Not Applicable"]</i>
GCC 7.2	The General Services to be supplied under the Contract with the origin from the following countries are ineligible: <i>[insert the countries or sate "Not Applicable"]</i>

GCC 8.1	<p>For <u>notices</u>, the Contracting Authority's address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p>
GCC 9.1	<p>The governing law shall be the law of: <i>[insert name of the country or state]</i></p>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>[The bidding documents should contain one clause to be retained in the event of a Contract with a foreign Contractor and one clause to be retained in the event of a Contract with a Contractor who is a national of the Contracting Authority's country. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the bidding document.</i></p> <p><i>"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Contractor and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Contracting Authority's country."</i></p> <p>(a) Contract with foreign Contractor:</p> <p><i>[For contracts entered into with foreign Contractors, International commercial arbitration may have practical advantages over other dispute settlement methods. The SADC Secretariat should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Contracting Authority may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules</i></p>

	<p><i>of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><i>If the Contracting Authority chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Contracting Authority chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><i>If the Contracting Authority chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><i>If the Contracting Authority chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p><i>(b) Contracts with Contractor national of the Contracting Authority's country:</i></p> <p>In the case of a dispute between the Contracting Authority and a Contractor who is a national of the Contracting Authority's</p>
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	country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Contracting Authority's country.
GCC 12.2	The Contractor shall provide under Contract the following documents <i>[insert the required documents, the minimum content, the language, the date when need to be delivered, the number and format and if they are or not subject to Contracting Authoritys prior approval]</i>
GCC 14.2	<p>The prices charged for the delivery of General Services <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to these SCC for a sample Price Adjustment Formula]</i></p>
GCC 15.1	<p><i>Sample provision</i></p> <p>GCC 15.1—The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:</p> <p><i>[Note: (a) the following installments are indicative only; (b) "commencement date" may be replaced with "date of effectiveness;" and (d) if applicable, detail further the nature of the report evidencing performance, as may be required] .</i></p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Contracting Authority, that the General Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ _____(indicate _____ milestone and/or percentage)_____ ➤ _____(indicate _____ milestone and/or percentage)_____ and ➤ _____(indicate _____ milestone and/or percentage)_____ <p>Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed</p>

	<p>to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee shall be released when the total payments reach fifty (75%) percent of the lump-sum amount. <p><i>[Note: This sample clause should be specifically drafted for each contract].</i></p> <p>.</p>
GCC 15.5	<p>The payment-delay period after which the Contracting Authority shall pay interest to the Contractor shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
GCC 16.1	<p>The Contractor shall pay the following taxes in the Contracting Authority's country: <i>[describe the taxes, the legal ground and the method of calculation]</i></p>
GCC 17.1	<p>A Performance Security <i>[insert "shall" or "shall not" be required]</i></p> <p><i>[If a Performance Security is required, insert "the amount of the Performance Security shall be: [insert amount]</i></p> <p><i>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Contracting Authority's perceived risk and impact of non performance by the Contractor. A 10% percentage is used under normal circumstances]</i></p>
GCC 17.3	<p>The Performance Security shall be in the form of a Bank Guarantee with the content specified in Appendix 1 to these Special Conditions of Contracts.</p> <p><i>[if other for is accepted indicate the form and when it was accepted]</i></p>
GCC 17.4	<p>Discharge of the Performance Security shall take place: <i>[insert date if different from the one indicated in sub clause GCC 17.4]</i></p>
GCC 22.1	<p>The Contractor <i>["shall" or "shall not"]</i> have the obligation to present for Contracting Authority's approval the list of key personnel engaged in performance of the General Services.</p>
GCC 23.1	<p>The Contracting Authority shall made available to the Contractor, Subcontractors and their personnel, following the services and facilities: <i>[describe the services and facilities]</i></p>

GCC 24.1	The Contractor shall be responsible for taking out the following types of insurances under the contract: <i>[insert the type of insurances and the amount of risks to be covered]</i> .
GCC 25.1	The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i>
GCC 25.2	The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i>
GCC 26.1	The liquidated damage shall be: <i>[insert number]</i> % per week
GCC 26.1	The maximum amount of liquidated damages shall be: <i>[insert number]</i> %
GCC 27.3	The period in which the Contractor shall remedy the defect shall be <i>[insert number(s)]</i> days.

**7 SECTION III. SCHEDULE OF REQUIREMENTS
(INCLUDING LIST OF GENERAL SERVICES AND
COMPLETION SCHEDULE AND TECHNICAL
SPECIFICATIONS)**

**SECTION IV. THE CONTRACTOR'S BID
(INCLUDING TECHNICAL OFFER FORM AND
PRICE AND COMPLETION SCHEDULE – GENERAL
SERVICES)**

SECTION V. THE CONTRACTING AUTHORITY'S NOTIFICATION OF AWARD

Notification of Award

[letterhead paper of the Contracting Authority]

[date]

To: *[name and address of the Contractor]*

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This is to notify you that your Bid dated *[date]* for the implementation of the Contract *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by the Contracting Authority.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Forms included in Appendixes to the Special Conditions of Contract - Forms, of the Bidding Document.*(delete the sentence if not applicable)*

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Authorized Signature:

Name and Title of Signatory:

Name of Agency:
